



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

**TUESDAY FEBRUARY 12, 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	Mayor Pro Tem
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 Martinez \_\_\_\_ CM Trujillo \_\_\_\_ CM Franetovich \_\_\_\_ VC Robles \_\_\_\_ Mayor Gurrola \_\_\_\_

**2. 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

**3. 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.)

**4. PRESENTATION(S)**

- A. Swearing In of New Police Officer, Vicente Medrano  
Cecilia Vela, City Clerk
- B. Arvin Police Department Nasal Naloxone Program  
Alex G. Ghazalpour, Reserve Police Officer, Arvin Police Department
- C. Safe Surrender Baby Awareness Month Proclamation – February 2019  
Heidi Carter-Escudero, Chair - Safely Surrendered Baby Coalition  
Kern County Department of Human Services
- D. Medi-Cal and Outreach  
Edgar Aguilar, Program Manager  
Community Health Initiative of Kern County, Dignity Health – Mercy & Memorial Hospitals

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

- A. Approval of Demand Register(s) of January 18, 2019 – January 28, 2019.
- B. Approval of Payroll Register(s) of January 25, 2019.
- C. Approval of the Minutes of the Regular Meeting(s) of January 22, 2019.
- D. Approval of A Proclamation Proclaiming February 2019 as Safe Surrendered Baby Awareness Month.
- E. Approval of A Resolution of the City Council of the City of Arvin Amending Resolution No. 2018-81 Revising and Setting Forth the Commencement Time for Council Meetings for Remainder of Calendar Year 2019.

Staff recommends approval of the Consent Agenda.

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

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

**6. PUBLIC HEARING(S)**

- A.** A Public Hearing to Consider Approval of A Resolution of the City Council of the City of Arvin Approving An Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto From the 2018 Funding Year of the State Community Development Block Grant (CDBG) Program; and Any Related Action. (Grant Writer)

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

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

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

- B.** A Public Hearing to Consider Adoption 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 adopt the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive second reading of the Ordinance, approve the adoption of the Ordinance and adopt an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).

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

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

- C.** A Public Hearing to Consider Adoption of A Resolution of the City Council of the City of Arvin Amendment to the General Plan by Amending the Land Use Element Consistent with the 2013-2023 Housing Element Work Programs Including Adoption of 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 Martinez \_\_\_\_ CM Trujillo \_\_\_\_ CM Franetovich \_\_\_\_ VC Robles \_\_\_\_ Mayor Gurrola \_\_\_\_

**D. A Public Hearing to Consider Introduction of An Ordinance of the City Council of the City Of Arvin, Adopting Text Amendment No. 2019-01 to Add Section 17.02.505, Amend Section 17.02.185, Section 17.02.260, and Section 17.02.655 of Chapter 17.02 of Title 17; Amend Section 17.05.020, Section 17.05.030, and Sections 17.02.050 Through 17.05.080 of Chapter 17.05 of Title 17; Amend Section 17.10.080 of Chapter 17.10 of Title 17; Amend Section 17.12.020, Section 17.12.025, and Section 17.12.070 of Chapter 17.12 of Title 17; Amend Section 17.14.020 and Section 17.14.070 of Chapter 17.14 of Title 17; Amend Section 17.50.150 of Chapter 17.50 of Title 17; and Amend Section 17.60.010, Section 17.60.040, Section 17.60.050, and Section 17.60.060 of Chapter 17.60 of Title 17 of the Arvin Municipal Code. (City Planner)**

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

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

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

**7. MIDYEAR BUDGET REVIEW (Finance Director)**

**8. STAFF REPORTS**

**9. COUNCIL MEMBER COMMENTS**

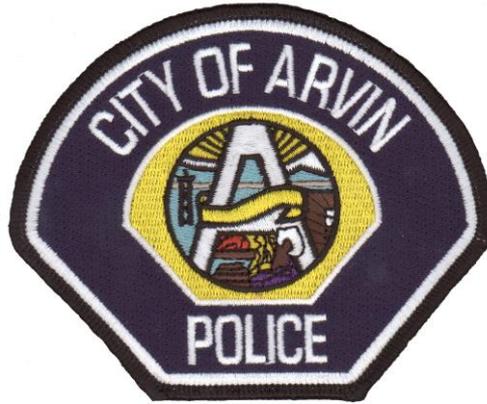
**10. ADJOURNMENT**

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 February 04, 2019.



Cecilia Vela, City Clerk

# Law Enforcement Nasal Naloxone Program



# Epidemic

- Fentanyl is a synthetic opioid that is 80-100 times stronger than morphine. Drug overdoses, suffered by family, friends, neighbors, and colleagues, are now the leading cause of injury-related deaths in the United States, eclipsing those from motor vehicle crashes or firearms.
- Opiates kill because they cause people to stop breathing.
- First Responders have been limited to providing ventilations as a means to reverse hypoxia.
- Naloxone reverses the cause of hypoventilation and allows for return of spontaneous respiration.
- Prolonged hypoventilation complications include hypoxia, aspiration, respiratory arrest and death.

# Naloxone (Narcan) What Does it Do?

- Naloxone (Narcan®) is an opioid (narcotic) antagonist that may reverse central nervous system and respiratory depression secondary to an overdose of opioids.



- Naloxone is not effective against respiratory depression due to non-opioid drugs.

# Program Introduction

Following Naloxone training public safety personnel will be able to:

- Recognize the signs and symptoms of an opiate overdose
- Identify the indications and contraindications of administering naloxone (Narcan)
- Demonstrate competency in preparing and administering naloxone
- Describe the on-going patient management after the administration of naloxone

# Program Specifics

- Arvin Police Department obtained Kern County EMS Agency Approval to become an Official Public Safety First Aid Agency
- Patrol personnel will all carry Naloxone Kits through out their shifts
- A Naloxone Kit will also be placed in the Property and Evidence Room
- The city will also obtain a Public Safety First Aid Training Program Designation
  - Become the “Best Practice Model”
  - Host Law Enforcement Train the Trainer Programs
  - Be a resource to all police agencies

# Program Funding

- Arvin Police Department obtained Naloxone(Narcan) through the California Department of Health Care Services at NO cost through state funding. It is known as the Naloxone Distribution Project (NDP).
- The deployment kits pictured below are being donated by Vital Medical Services, LLC.



# References

- North Carolina Harm Reduction Coalition
- Adapt-Pharma Pharmaceuticals
- Vital Medical Services, LLC.
- Glendora, California Police Department
- National Institute of Occupational Safety and Health (NIOSH)
- United States Center for Disease Control (CDC)
- Law enforcement Agencies with Current Naloxone Implementation
- Assembly Bill 635 (Civil Code §1714.22)
- California Legislature
- U.S Drug Enforcement Administration
- California Code of Regulations, Title 22, Division 9, Chapter 1.5, Article 3



Dena Murphy  
Director

January 9, 2019

City of Arvin

**PROCLAIM FEBRUARY 2019 AS SAFELY SURRENDER BABY  
AWARENESS MONTH IN THE CITY OF ARVIN  
(Fiscal Impact: None)**

The purpose of this letter is to ask the City of Arvin to proclaim February 2019 as Safely Surrender Baby Awareness Month and to advise the community of planned events to highlight the importance of the Safely Surrendered Baby Law.

The Safely Surrendered Baby Law responds to the increasing number of newborn infant deaths due to abandonment in unsafe locations. First created in January 2001, the law's intent is to save the lives of newborn infants at risk of abandonment by encouraging parents or persons with lawful custody to safely surrender the infant within 72 hours of birth, with no questions asked. ***In Kern County there have been 71 babies Safely Surrendered since 2006.***

In Kern County, a newborn baby can be safely surrendered into the hands of any hospital emergency room or Fire Station staff. The Safely Surrendered Baby Coalition, under the coordination of the Department of Human Services, works to educate Kern County residents about this important law. The coalition is made up of a small group of dedicated individuals representing a long list of agencies, non-profits, hospitals, and stakeholders, including First Five Kern, Bakersfield City Fire Department, the Kern County Fire Department, Kern Medical, Mercy & Memorial Hospitals, Adventist Health & Clinica Sierra Vista, to name a few.

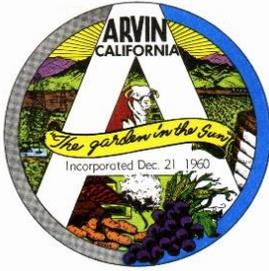
Therefore, we hope that you will proclaim February as Safely Surrendered Baby Awareness Month, prepare a proclamation and make presentation at a City Council Meeting in the Month of February.

Sincerely,

Heidi Carter-Escudero,  
Chair - Safely Surrendered Baby Coalition  
Kern County Department of Human Services

Tel 661.631.6000 Fax 661.631.6631 TTY 800.735.2929  
100 E. California Avenue P.O. Box 511 Bakersfield, CA 93302 [www.KCDHS.org](http://www.KCDHS.org)

*Kern County Department of Human Services is an equal opportunity employer.*



## PROCLAMATION

### Safe Surrendered Baby Awareness Month – February 2019

Whereas, the Safely Surrendered Baby Law (SSB) was implemented on January 1, 2001, with the intent to prevent harm and possible death to newborns, and Governor Schwarzenegger signed legislation extending the SSB Law permanently as of January 1, 2006.

Whereas, the intent of the laws is to save the lives of newborn infants at risk of abandonment by encouraging parents or persons with lawful custody to safely surrender the infant within 72 hours of birth, with no questions asked; and

Whereas, since 2006, 71 newborns have been safely surrendered in Kern County; and

Whereas, in Arvin and throughout Kern County, a newborn baby can be safely surrendered into the hands of any hospital emergency room or Fire Station staff; and

Whereas, the Safely Surrendered Baby Coalition, under the coordination of the Department of Human Services, works to educate Arvin Citizens and all Kern County residents about this important law. The coalition is made up of a small group of dedicated individuals representing a long list of agencies, non-profits, hospitals, and stakeholders, including First Five Kern, the Kern County Fire Department and Clinica Sierra Vista, to name a few.

Now, therefore, on behalf of all the citizens of the City of Arvin, We, the City Council of the City of Arvin are honored to declare February 2019, as Safe Surrendered Baby Awareness Month in the City of Arvin and recognize the work being done by the Safely Surrendered Baby Coalition.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the seal of the City of Arvin, California, this 12<sup>th</sup> day of February 2019.

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Jose Gurrola, Mayor  
City of Arvin



**Dignity Health.**

Mercy & Memorial Hospitals

**COMMUNITY HEALTH INITIATIVE**  
of Kern County

# **Community Health Initiative of Kern County**

Edgar Aguilar,  
Program Manager

**O** UTREACH  
**E** NROLLMENT  
**R** ETENTION  
**U** TILIZATION



1. **Direct Services**
2. **Training**
3. **Coordination**





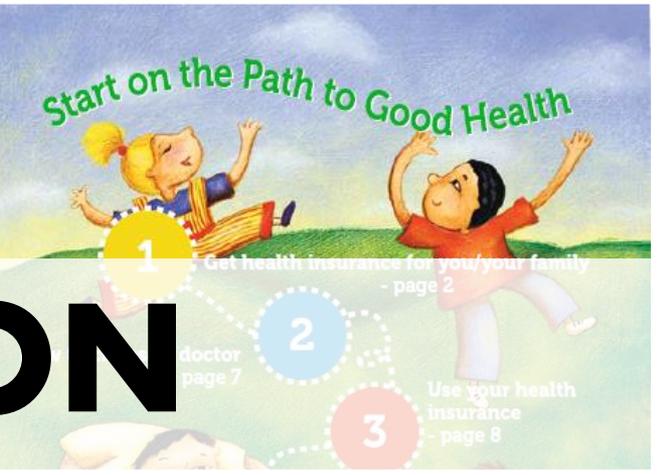
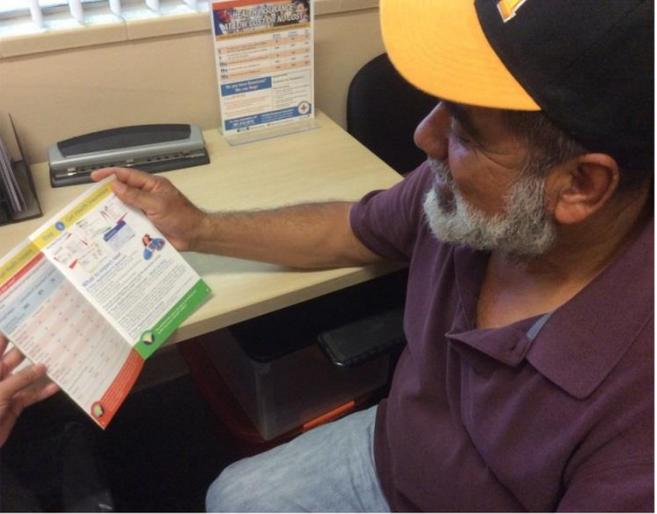
# OUTREACH



Dignity Health.  
Mercy & Memorial Hospitals  
Community Health Initiative



# ENROLLMENT/RETENTION



# UTILIZATION



# COLLABORATION

Health.  
& Memorial Hospitals  
Community Health Initiative



# ADVOCACY

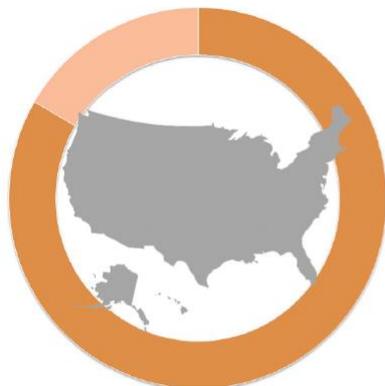


Dignity Health.  
Mercy & Memorial Hospitals  
Community Health Initiative

# After Health Care Reform

- Results – USA

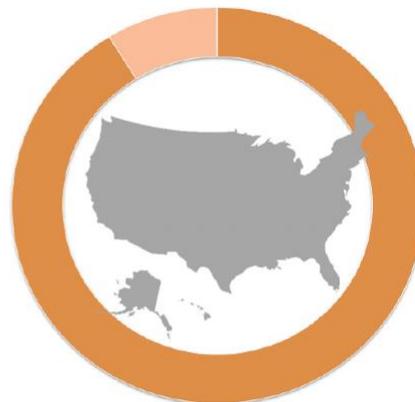
**2013**



**16.6%**  
sin seguro  
médico

VS

**2016**



**8.8%**  
sin seguro  
médico

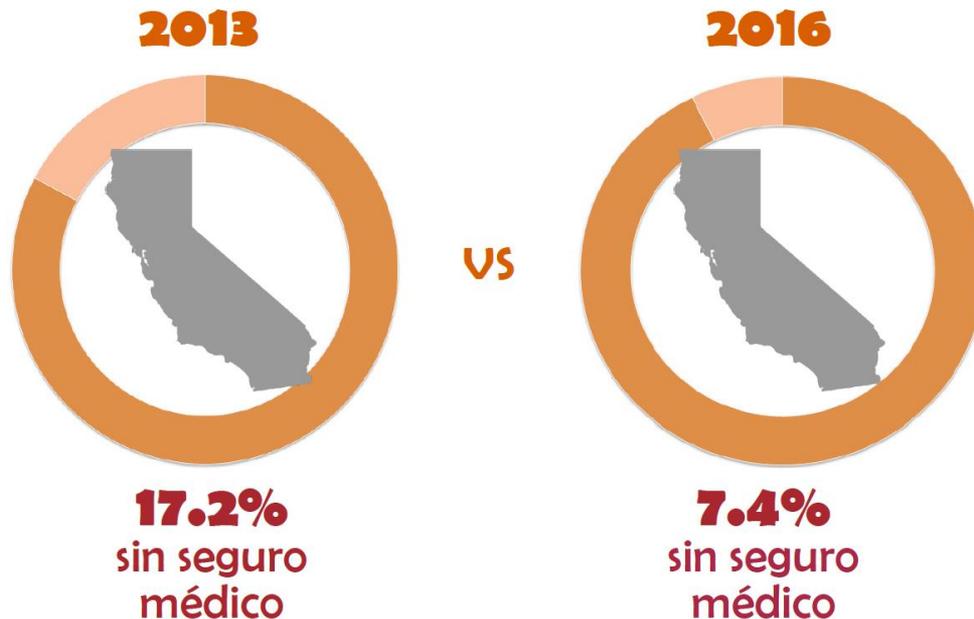


**Dignity Health**  
Mercy & Memorial Hospitals

Community Health Initiative

# After Health Care Reform

- Results – *California*



**Dignity Health**  
Mercy & Memorial Hospitals

Community Health Initiative

# After Health Care Reform

- Resultados – *Kern*

## Condado de **Kern**



Antes de la  
Reforma de  
Salud:



**1.8 en 10**  
personas no tenían  
seguro médico

Después de la  
Reforma de  
Salud:



**Menos de 1 en 10**  
personas no tienen  
seguro médico



**Dignity Health**  
Mercy & Memorial Hospitals

Community Health Initiative

Condados	Adults (Medi-Cal Expansion)	Total enrolled in Medi-Cal	Total enrolled in Covered CA
San Joaquin	76,072	301,612	24,060
Stanislaus	66,508	248,721	18,560
Merced	33,841	140,601	9,070
Madera	15,824	70,740	3,810
Kings	13,904	14,625	2,330
Tulare	57,297	259,001	10,880
Kern	100,763	413,565	17,990
Los Angeles	1,199,750	3,985,428	375,230
San Bernardino	239,811	887,482	57,370
Riverside	218,539	848,535	70,520
Orange	272,526	913,941	134,380
San Diego	273,306	908,518	123,950
<b>California</b>	<b>3,827,940</b>	<b>13,490,409</b>	<b>1,692,326</b>

**Why do we need  
to advocate?**

# Why do we need to advocate for Medi-Cal?

- ❑ 55% of births in Kern County are covered by Medi-Cal.
- ❑ 3 out of every 4 children in Kern County is covered by Medi-Cal.
- ❑ 48% of Kern County residents is enrolled in Medi-Cal.
- ❑ Kern County is the 6th county in California with the highest percent of Medi-Cal enrollees.

**Nuestra Salud, Nuestro Pueblo, Nuestra Lucha.**

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**NUESTRA SALUD NUESTRO PUEBLO NUESTRA LUCHA**



**Dignity Health.**  
Mercy & Memorial Hospitals  
COMMUNITY HEALTH INITIATIVE  
of Kern County

**Vigils**  
**Press Conferences**  
**Trainings**  
**Advocacy Visits**  
**Community Forums**  
**Civic Engagement**



# THANK YOU!!!



**Dignity Health**  
Mercy & Memorial Hospitals

Community Health Initiative

**Edit List of Invoices - Detail w/GL**

DEMAND LIST 01.28.19

**5.A.a**

Date: 01/28/2019

Time: 1:22 pm

Page 1

City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	PO Number	Req. No.	Use Description 1 On Check
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Discount
					Net Amount
	ACC BUSINESS	01/25/2019	BOFA	INTERNET ACCESS A#1205939	
	P.O. BOX 105306	01/25/2019	N	SVC. 11.11.18-12.10.18	961.08
48530	ATLANTA	01/25/2019	N	N	0.00
48-486	GA 30348-5036	01/25/2019	0.00	N	0
	<Emailing Stub Disabled>	01/25/2019	183453021		961.08

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5100	IT SYSTEMS SUPPORT		961.08	0.00
Distribution Total			961.08	0.00

Vendor Total: 961.08

	ACTION LOCKSMITH	01/25/2019	BOFA	LOCKSMITH SVC. TRANSIT	
	4006 HARVARD DR.	01/25/2019	N		118.26
48531	BAKERSFIELD	01/25/2019	N	N	0.00
48-830	CA 93306	01/25/2019	0.00	Y	0
	<Emailing Stub Disabled>	01/09/2019	001914		118.26

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5077	OUTSIDE SERVICES		118.26	0.00
Distribution Total			118.26	0.00

	ACTION LOCKSMITH	01/25/2019	BOFA	LOCKSMITH SVC. ADOBE	
	4006 HARVARD DR.	01/25/2019	N		32.16
48532	BAKERSFIELD	01/25/2019	N	N	0.00
48-830	CA 93306	01/25/2019	0.00	Y	0
	<Emailing Stub Disabled>	01/14/2019	1922		32.16

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5077	OUTSIDE SERVICES		32.16	0.00
Distribution Total			32.16	0.00

Vendor Total: 150.42

	ADOBE PLAZA REFUND	01/25/2019	BOFA	REIMBURSEMENT VET'S HALL	
	929 CADMUS CT.	01/25/2019	N		450.00
48538	ARVIN	01/25/2019	N	N	0.00
48-553	CA 93203	01/25/2019	0.00	N	0
	<Emailing Stub Disabled>	01/25/2019	REIMBURSEMENT RECEIF		450.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-0202	DEPOSITS PAYABLE	LAURA MORENO	450.00	0.00
Distribution Total			450.00	0.00

Vendor Total: 450.00

	ADVANCED PLUMBING	01/25/2019	BOFA	PLUMBING SVC. COUNCIL CHAMI	
	4253 RENFRO RD.	01/25/2019	N		417.96
48527	BAKERSFIELD	01/25/2019	N	N	0.00
28-040	CA 93314	01/25/2019	0.00	N	0
	<Emailing Stub Disabled>	10/16/2018	207773		417.96

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5077	OUTSIDE SERVICES		417.96	0.00
Distribution Total			417.96	0.00

Attachment: Demand Register Jan 18, 2019 - Jan 28, 2019 (Demand Register Jan 18, 2019 - Jan 28, 2019)

**Edit List of Invoices - Detail w/GL**

DEMAND LIST 01.28.19

**5.A.a**

Date: 01/28/2019

Time: 1:22 pm

Page 2

City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
48528	ADVANCED PLUMBING	01/25/2019	BOFA	PLUMBING SVC. COUNCIL CHAMI	496.96
28-040	4253 RENFRO RD.	01/25/2019	N		0.00
	BAKERSFIELD	01/25/2019	N	N	0.00
	CA 93314	01/25/2019	0.00	N	0
	<Emailing Stub Disabled>	11/07/2018	207945		496.96

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5077	OUTSIDE SERVICES		496.96	0.00
Distribution Total			496.96	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
48529	ADVANCED PLUMBING	01/25/2019	BOFA	PLUMBING SVC. CITY HALL	1,426.68
28-040	4253 RENFRO RD.	01/25/2019	N		0.00
	BAKERSFIELD	01/25/2019	N	N	0.00
	CA 93314	01/25/2019	0.00	N	0
	<Emailing Stub Disabled>	01/23/2019	208474		1,426.68

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5077	OUTSIDE SERVICES		1,426.68	0.00
Distribution Total			1,426.68	0.00

Vendor Total: 2,341.60

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
48533	AIRGAS WEST	01/25/2019	BOFA	RENT CYL IND. LARGE OXYGEN/	72.23
01-405	AIRGAS USA, LLC	01/25/2019	N	ACETYLENE JAN 2019	0.00
	PASADENA	01/25/2019	N	N	0.00
	CA 91109-7423	01/25/2019	0.00	N	0
	<Emailing Stub Disabled>	12/31/2018	9958976980		72.23

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5094	SHOP SUPPLIES		72.23	0.00
Distribution Total			72.23	0.00

Vendor Total: 72.23

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
48534	ALTA PLANNING AND DESIGN	01/25/2019	BOFA	CALTRANS-SRTS PLAN	928.00
49-047	711 SE GRAND AVENUE	01/25/2019	N	PLANNING SVC. DEC. 2018	0.00
	PORTLAND	01/25/2019	N	N	0.00
	OR 97214	01/25/2019	0.00	N	0
	<Emailing Stub Disabled>	01/10/2019	00-2018-272-1		928.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
228-078-5024	PLANNING SERVICES		928.00	0.00
Distribution Total			928.00	0.00

Vendor Total: 928.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
48552	ARVIN POLICE OFFICERS	01/28/2019	BOFA	COA UNION DUES 1.11.19-1.25.19	520.00
01-725		01/28/2019	N		0.00
		01/28/2019	N	N	0.00
		01/28/2019	0.00	N	0
	<Emailing Stub Disabled>	01/28/2019	COA UNION DUES 1.11.19-		520.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0206	UNION DUES PAYABLE		520.00	0.00
Distribution Total			520.00	0.00

Vendor Total: 520.00

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	AT&T MOBILITY	01/28/2019	BOFA	CELLPHONES SVC. M&I DEPT.	
	PO BOX 6463	01/28/2019	N	A#287251442687	276.68
48566	CAROL STREAM	01/28/2019	N	N	0.00
01-803	IL 60197-6463	01/28/2019	0.00	N	0
	<Emailing Stub Disabled>	01/28/2019	287251442687X12282018		276.68

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5056	TELEPHONE		276.68	0.00
Distribution Total			276.68	0.00

Vendor Total: 276.68

	BENJAMIN MOORE PAINTS	01/25/2019	BOFA	SUPPLIES-GRAFFITI	
	3500 WIBLE ROAD	01/25/2019	N		455.98
48548	BAKERSFIELD	01/25/2019	N	N	0.00
48-589	CA 93309	01/25/2019	0.00	N	0
	<Emailing Stub Disabled>	01/10/2019	B0046911		455.98

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5020	MAINTENANCE -GRAFFITI		455.98	0.00
Distribution Total			455.98	0.00

Vendor Total: 455.98

	BLUE SHIELD OF CALIFORNIA	01/25/2019	BOFA	A#W00784231000	
	PO BOX 749415	01/25/2019	N	MEDICAL INSURANCE SVC.FEB.2	16,142.96
48537	LOS ANGELES	01/25/2019	N	N	0.00
02-490	CA 90074-9415	01/25/2019	0.00	N	0
	<Emailing Stub Disabled>	01/14/2019	190140208186		16,142.96

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5015	MEDICAL INSURANCE		3,843.32	0.00
100-013-5015	MEDICAL INSURANCE		901.70	0.00
100-014-5015	MEDICAL INSURANCE		4,341.11	0.00
200-020-5015	MEDICAL INSURANCE		3,142.96	0.00
400-023-5015	MEDICAL INSURANCE		1,876.09	0.00
100-000-0227	GEMCARE HMO DEDUCTION		1,396.00	0.00
230-032-5015	MEDICAL INSURANCE		641.78	0.00
Distribution Total			16,142.96	0.00

Vendor Total: 16,142.96

	BROADLUX, INC	01/25/2019	BOFA	O & M FUEL SVC. FEB. 2019	
	POST OFFICE BOX 7303	01/25/2019	N		252.50
48535	LAGUNA NIGUEL	01/25/2019	N	N	0.00
28-414	CA 92607	01/25/2019	0.00	N	0
	<Emailing Stub Disabled>	01/01/2019	BR911732-52		252.50

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5080	FUEL EXPENSE		252.50	0.00
Distribution Total			252.50	0.00

Vendor Total: 252.50

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
	BSSR, INC.	01/25/2019		BOFA	FUEL PUMP REPAIR	
	6630 ROSEDALE HSY. #B	01/25/2019		N		315.00
48539	BAKESFIELD	01/25/2019		N	N	0.00
48-554	CA 93308	01/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/18/2019	32353			315.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5077	OUTSIDE SERVICES		315.00	0.00
Distribution Total			315.00	0.00

	BSSR, INC.	01/25/2019		BOFA	FUEL PUMP REPAIR	
	6630 ROSEDALE HSY. #B	01/25/2019		N		4,671.47
48540	BAKESFIELD	01/25/2019		N	N	0.00
48-554	CA 93308	01/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/18/2019	32354			4,671.47

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5077	OUTSIDE SERVICES		4,671.47	0.00
Distribution Total			4,671.47	0.00

Vendor Total: 4,986.47

	C & T AUTOMOTIVE, INC	01/25/2019		BOFA	MAINTENANCE FLEET#315	
	12312 MAIN STREET	01/25/2019		N		138.00
48549	LAMONT	01/25/2019		N	N	0.00
03-757	CA 93241	01/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/23/2019	900025801			138.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5012	MAINTENANCE - VEHICLE		138.00	0.00
Distribution Total			138.00	0.00

Vendor Total: 138.00

	CALIFORNIA DEPARTMENT OF TR	01/28/2019		BOFA	FUEL USAGE REPORT OCT-DEC.	
	MOTOR CARRIER OFFICE	01/28/2019		N		1,700.60
48567	SACRAMENTO	01/28/2019		N	N	0.00
19-820	CA 94279-6157	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/28/2019	FUEL USAGE REPORT OC			1,700.60

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-003-5080	FUEL EXPENSE		69.32	0.00
100-014-5080	FUEL EXPENSE		207.23	0.00
200-020-5080	FUEL EXPENSE		344.75	0.00
400-023-5080	FUEL EXPENSE		1,079.30	0.00
Distribution Total			1,700.60	0.00

Vendor Total: 1,700.60

	CENTRAL CALIF. ASSOC. PUBLIC	01/25/2019		BOFA	COA UNION DUES 1.25.19	
	SEIU LOCAL 521	01/25/2019		N		749.49
48	SAN FRANCISCO	01/25/2019		N	N	0.00
11-	CA 94139-8826	01/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/25/2019	COA UNION DUES 1.25.19			749.49

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0206	UNION DUES PAYABLE		749.49	0.00

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Sep. Ck.?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	1099?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	Invoice No.	Hand Check Number/Date	Net Amount
	Email Address					

Distribution Total					749.49	0.00
					Vendor Total:	749.49

48543	CLEAN CUT LANDSCAPE MANAG	01/25/2019		BOFA	LANDSCAPE MAINTENANCE LLM	
	8406 N. ARMSTRONG AVE	01/25/2019		N	SVC. DEC. 2018	2,620.00
48-477	CLOVIS	01/25/2019		N	N	0.00
	CA 93619	01/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	12/31/2018	1737			2,620.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
240-025-5077	OUTSIDE SERVICES		2,620.00	0.00
Distribution Total			2,620.00	0.00

48544	CLEAN CUT LANDSCAPE MANAG	01/25/2019		BOFA	LANDSCAPE MAINTENANCE LLM	
	8406 N. ARMSTRONG AVE	01/25/2019		N	SVC. DEC. 2018	610.00
48-477	CLOVIS	01/25/2019		N	N	0.00
	CA 93619	01/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	12/31/2018	1738			610.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
242-027-5077	OUTSIDE SERVICES		610.00	0.00
Distribution Total			610.00	0.00

48545	COMMUNICATION ENTERPRISES	01/25/2019		BOFA	450 PAMPA LTR DISPATCH M&I	
	2315 "Q" ST	01/25/2019		N		165.00
03-580	BAKERSFIELD	01/25/2019		N	N	0.00
	CA 93301	01/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/02/2019	1097282			165.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5036	COMMUNICATIONS		165.00	0.00
Distribution Total			165.00	0.00

48560	COMPLETE HARDWARE STORE	01/28/2019		BOFA	PUBLIC NOTICE SIGNS-CALFIRE	
	101 BEAR MOUNTAIN BLVD.	01/28/2019		N		7.57
48-463	ARVIN	01/28/2019		N	N	0.00
	CA 93203	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/28/2019	228734			7.57

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
303-073-5008	MAINTENANCE - OTHER		7.57	0.00
Distribution Total			7.57	0.00

48561	COMPLETE HARDWARE STORE	01/28/2019		BOFA	PLUMBING SVC. COMM.CENTER	
	101 BEAR MOUNTAIN BLVD.	01/28/2019		N		23.91
48-463	ARVIN	01/28/2019		N	N	0.00
	CA 93203	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/24/2019	233891			23.91

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-009-5008	MAINTENANCE - OTHER		23.91	0.00
Distribution Total			23.91	0.00

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.			
	COMPLETE HARDWARE STORE	01/28/2019		BOFA	SUPPLIES-M&I DEPT.	
	101 BEAR MOUNTAIN BLVD.	01/28/2019		N		177.40
48562	ARVIN	01/28/2019		N	N	0.00
48-463	CA 93203	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/16/2019	232999			177.40

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5094	SHOP SUPPLIES		177.40	0.00
Distribution Total			177.40	0.00

	COMPLETE HARDWARE STORE	01/28/2019		BOFA	SUPPLIES-M&I DEPT.	
	101 BEAR MOUNTAIN BLVD.	01/28/2019		N		20.57
48563	ARVIN	01/28/2019		N	N	0.00
48-463	CA 93203	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/16/2019	232968			20.57

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5094	SHOP SUPPLIES		20.57	0.00
Distribution Total			20.57	0.00

	COMPLETE HARDWARE STORE	01/28/2019		BOFA	SUPPLIES-ROOF LEAK-POLICE D	
	101 BEAR MOUNTAIN BLVD.	01/28/2019		N		50.07
48564	ARVIN	01/28/2019		N	N	0.00
48	CA 93203	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/17/2019	233066			50.07

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5008	MAINTENANCE - OTHER		50.07	0.00
Distribution Total			50.07	0.00

Vendor Total: 279.52

	TERESA CONTRERAS	01/28/2019		BOFA	EVBOX FACILITY TRAINING1.24.1	
		01/28/2019		N		75.00
48557		01/28/2019		N	N	0.00
28-226		01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/28/2019	EVBOX FACILITY TRAINING			75.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
408-074-5021	TRAINING		75.00	0.00
Distribution Total			75.00	0.00

Vendor Total: 75.00

	COPOWER	01/25/2019		BOFA	CHIRO SVC. FEB. 2019	
	DEPT. 34604	01/25/2019		N		138.28
48550	SAN FRANCISCO	01/25/2019		N	N	0.00
27-067	CA 94139	01/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/25/2019	802470			138.28

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
001-5015	MEDICAL INSURANCE		24.12	0.00
013-5015	MEDICAL INSURANCE		4.16	0.00
100-014-5015	MEDICAL INSURANCE		40.96	0.00
100-030-5015	MEDICAL INSURANCE		4.16	0.00
200-020-5015	MEDICAL INSURANCE		24.12	0.00
400-023-5015	MEDICAL INSURANCE		49.08	0.00
230-032-5015	MEDICAL INSURANCE		-4.16	0.00

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address					

100-013-5015	MEDICAL INSURANCE					-4.16	0.00
<b>Distribution Total</b>						<b>138.28</b>	<b>0.00</b>
<b>Vendor Total:</b>						<b>138.28</b>	

48546	RITA CORRAL	01/25/2019		BOFA	AIRBRAKES 1.19.19		101.68
		01/25/2019		N			0.00
03-593		01/25/2019	0.00	N			0.00
	<Emailing Stub Disabled>	01/25/2019		N	TRAINING 1.19.19		101.68

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
408-074-5021	TRAINING		101.68	0.00
<b>Distribution Total</b>			<b>101.68</b>	<b>0.00</b>
<b>Vendor Total:</b>			<b>101.68</b>	

48524	CSJVRMA	01/25/2019		BOFA	2018-2019 LIABILITY PROGRAM		55,862.00
	C/O BRICKMORE	01/25/2019		N	3RD QTR.		0.00
03-750	SACRAMENTO	01/25/2019	0.00	N			0.00
	CA 95833	01/25/2019		N			0.00
	<Emailing Stub Disabled>	01/25/2019		N	RMA-2019-0153		55,862.00

Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0070	PREPAID INSURANCE		3,876.82	0.00
100-000-0070	PREPAID INSURANCE		1,480.34	0.00
100-000-0070	PREPAID INSURANCE		1,206.62	0.00
100-000-0070	PREPAID INSURANCE		1,754.07	0.00
100-000-0070	PREPAID INSURANCE		1,754.07	0.00
100-000-0070	PREPAID INSURANCE		1,145.17	0.00
100-000-0070	PREPAID INSURANCE		1,206.62	0.00
100-000-0070	PREPAID INSURANCE		23,590.52	0.00
100-000-0070	PREPAID INSURANCE		3,625.44	0.00
100-000-0070	PREPAID INSURANCE		1,418.89	0.00
200-000-0070	PREPAID INSURANCE		541.86	0.00
220-000-0070	PREPAID INSURANCE		1,541.79	0.00
240-000-0070	PREPAID INSURANCE		877.03	0.00
230-000-0070	PREPAID INSURANCE		1,206.62	0.00
400-000-0070	PREPAID INSURANCE		8,468.68	0.00
420-000-0073	Prepays		2,167.46	0.00
<b>Distribution Total</b>			<b>55,862.00</b>	<b>0.00</b>
<b>Vendor Total:</b>			<b>55,862.00</b>	

48605	DIAMOND TECHNOLOGIES, INC	01/28/2019		BOFA	DELL POWEREDGE SERVER/LICE		1,404.92
	P.O BOX 660831	01/28/2019		N			0.00
28-397	DALLAS	01/28/2019	0.00	N			0.00
	TX 75266-0831	01/28/2019		N			0.00
	<Emailing Stub Disabled>	01/28/2019		N	24039479		1,404.92

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
001-5100	IT SYSTEMS SUPPORT		1,404.92	0.00
<b>Distribution Total</b>			<b>1,404.92</b>	<b>0.00</b>
<b>Vendor Total:</b>			<b>1,404.92</b>	

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	DIVISION OF THE STATE	01/28/2019		BOFA	DSA 786 OCT.2018 - DEC. 2018	
	ATTN: FISCAL SERVICES	01/28/2019		N		92.10
48568	SACRAMENTO	01/28/2019		N	N	0.00
04-425	CA 95811	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/28/2019	DSA 786 BUS. LIC. OCT-DE			92.10

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0239	SB1186 Due to State		92.10	0.00
Distribution Total			92.10	0.00

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	DIVISION OF THE STATE	01/28/2019		BOFA	DSA 796 OCT.2018 - DEC. 2018	
	ATTN: FISCAL SERVICES	01/28/2019		N		122.80
48569	SACRAMENTO	01/28/2019		N	N	0.00
04-425	CA 95811	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/28/2019	DSA 796 BUS LIC. OCT-DE			122.80

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0239	SB1186 Due to State		122.80	0.00
Distribution Total			122.80	0.00

Vendor Total: 214.90

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	FEDEX	01/28/2019		BOFA	FEDEX SVC. JAN. 2019	
	P.O. BOX 7221	01/28/2019		N		261.57
48570	PASADENA	01/28/2019		N	N	0.00
06-012	CA 91109-7321	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/28/2019	6-434-56739			261.57

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5026	POSTAGE		65.12	0.00
100-007-5026	POSTAGE		196.45	0.00
Distribution Total			261.57	0.00

Vendor Total: 261.57

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	GUARDIAN	01/28/2019		BOFA	BUNDLE INSURANCE FEB. 2019	
	P.O. BOX 677458	01/28/2019		N		6,165.43
48551	DALLAS	01/28/2019		N	N	0.00
07-790	TX 75267-7458	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/28/2019	GROUP ID 00 473727 1.18,			6,165.43

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5015	MEDICAL INSURANCE		736.55	0.00
100-003-5015	MEDICAL INSURANCE		92.89	0.00
100-007-5015	MEDICAL INSURANCE		59.67	0.00
100-013-5015	MEDICAL INSURANCE		324.66	0.00
100-014-5015	MEDICAL INSURANCE		1,590.05	0.00
100-030-5015	MEDICAL INSURANCE		149.64	0.00
230-032-5015	MEDICAL INSURANCE		156.56	0.00
200-020-5015	MEDICAL INSURANCE		474.54	0.00
400-023-5015	MEDICAL INSURANCE		481.55	0.00
000-0214	POST TAX DEDUCTIONS		717.18	0.00
100-000-0229	GUARDIAN DENTAL/VISION		1,382.14	0.00
Distribution Total			6,165.43	0.00

Vendor Total: 6,165.43

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Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	HESHAM ELSHAZLY	01/28/2019		BOFA	FTA 5311 MEAL FOR AUDITORS	56.84
		01/28/2019		N		0.00
48554		01/28/2019		N	N	0.00
48-568		01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/23/2019	FTA 5311 MEAL FOR AUDIT			56.84

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5046	COMMUNITY EXPENSE		56.84	0.00
Distribution Total			56.84	0.00

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	HESHAM ELSHAZLY	01/28/2019		BOFA	EVBOX FACILITY TRAINING1.24.1	75.00
		01/28/2019		N		0.00
48558		01/28/2019		N	N	0.00
48-568		01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/28/2019	EVBOX FACILITY TRAINING			75.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
408-074-5021	TRAINING		75.00	0.00
Distribution Total			75.00	0.00

Vendor Total: 131.84

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	JOE'S RENTALS	01/25/2019		BOFA	WATER TANK RENTAL	35.00
	889 SOUTH DERBY RD.	01/25/2019		N		0.00
48541	ARVIN	01/25/2019		N	N	0.00
10-341	CA 93203	01/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	12/31/2018	561			35.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5008	MAINTENANCE - OTHER		35.00	0.00
Distribution Total			35.00	0.00

Vendor Total: 35.00

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	JT2 INC DBA TODD COMPANIES	01/25/2019		BOFA	SYCAMORE PROJECT	154,664.01
	PO BOX 6820	01/25/2019		N		0.00
48525	VISALIA	01/25/2019		N	N	0.00
48-627	CA 93290	01/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/25/2019	10 RETENTION			154,664.01

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
244-000-0219	RETENTION ACCOUNT		154,664.01	0.00
Distribution Total			154,664.01	0.00

Vendor Total: 154,664.01

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	JTS TRUCKING REPAIR	01/28/2019		BOFA	MAINTENANCE FLEET#207	4,969.98
	PO BOX 40970	01/28/2019		N		0.00
48571	BAKESFIELD	01/28/2019		N	N	0.00
48-540	CA 93384	01/28/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	01/14/2019	229921			4,969.98

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		4,969.98	0.00
Distribution Total			4,969.98	0.00

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.		Net Amount
	JTS TRUCKING REPAIR	01/28/2019	BOFA	MAINTENANCE FLEET#207	
	PO BOX 40970	01/28/2019	N		245.32
48572	BAKESFIELD	01/28/2019	N	N	0.00
48-540	CA 93384	01/28/2019	0.00	Y 0	0.00
	<Emailing Stub Disabled>	01/14/2019	229870		245.32

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		245.32	0.00
Distribution Total			245.32	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.		Net Amount
	JTS TRUCKING REPAIR	01/28/2019	BOFA	MAINTENANCE FLEET#209	
	PO BOX 40970	01/28/2019	N		769.03
48573	BAKESFIELD	01/28/2019	N	N	0.00
48-540	CA 93384	01/28/2019	0.00	Y 0	0.00
	<Emailing Stub Disabled>	01/14/2019	229871		769.03

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		769.03	0.00
Distribution Total			769.03	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.		Net Amount
	JTS TRUCKING REPAIR	01/28/2019	BOFA	MAINTENANCE FLEET#209	
	PO BOX 40970	01/28/2019	N		90.00
48574	BAKESFIELD	01/28/2019	N	N	0.00
48-540	CA 93384	01/28/2019	0.00	Y 0	0.00
	<Emailing Stub Disabled>	01/14/2019	229872		90.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		90.00	0.00
Distribution Total			90.00	0.00

Vendor Total: 6,074.33

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.		Net Amount
	KAISER PERMANENTE	01/28/2019	BOFA	MEDICAL INSURANCE FEB. 2019	
	FILE 5915	01/28/2019	N		20,034.53
48553	LOS ANGELES	01/28/2019	N	N	0.00
28-063	CA 90074-5915	01/28/2019	0.00	N 0	0.00
	<Emailing Stub Disabled>	01/28/2019	CUST IDI: 000300785-000 2		20,034.53

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5015	MEDICAL INSURANCE		2,350.27	0.00
100-013-5015	MEDICAL INSURANCE		348.75	0.00
100-014-5015	MEDICAL INSURANCE		3,832.24	0.00
100-030-5015	MEDICAL INSURANCE		347.36	0.00
200-020-5015	MEDICAL INSURANCE		4,087.77	0.00
400-023-5015	MEDICAL INSURANCE		8,177.78	0.00
100-000-0228	KAISER HMO DEDUCTION		1,996.00	0.00
230-032-5015	MEDICAL INSURANCE		-347.36	0.00
100-013-5015	MEDICAL INSURANCE		-355.69	0.00
100-014-5015	MEDICAL INSURANCE		-402.59	0.00
Distribution Total			20,034.53	0.00

Vendor Total: 20,034.53

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.		Net Amount
	KERN RIVER POWER EQUIPMEN	01/28/2019	BOFA	REPAIR-MOWER #2	
	108 N. CHESTER AVE.	01/28/2019	N		735.48
48556	BAKERSFIELD	01/28/2019	N	N	0.00
11-320	CA 93308	01/28/2019	0.00	N 0	0.00
	<Emailing Stub Disabled>	01/22/2019	88006		735.48

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5012	MAINTENANCE - VEHICLE		735.48	0.00
Distribution Total			735.48	0.00

48575	KERN RIVER POWER EQUIPMEN	01/28/2019	BOFA	SUPPLIES-BLOWER	
	108 N. CHESTER AVE.	01/28/2019	N		8.71
11-320	BAKERSFIELD	01/28/2019	N	N	0.00
	CA 93308	01/28/2019	0.00	N	0.00
	<Emailing Stub Disabled>	01/28/2019	86235		8.71

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5008	MAINTENANCE - OTHER		8.71	0.00
Distribution Total			8.71	0.00

Vendor Total: 744.19

48576	KERN TROPHIES	01/28/2019	BOFA	COUNCIL MEMBERS-NAME PLATI	
	2015 F ST	01/28/2019	N		88.80
11-805	BAKERSFIELD	01/28/2019	N	N	0.00
	CA 93301	01/28/2019	0.00	N	0.00
	<Emailing Stub Disabled>	01/10/2019	64162		88.80

Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-011-5016	OFFICE SUPPLIES		88.80	0.00
Distribution Total			88.80	0.00

Vendor Total: 88.80

48542	LEAGUE OF CA CITIES SSJVD	01/25/2019	BOFA	MEMBERSHIP 2019	
	SOUTH SAN JOAQUIN VALLEY DI	01/25/2019	N		158.55
12-252	SACRAMENTO	01/25/2019	N	N	0.00
	CA 95814	01/25/2019	0.00	N	0.00
	<Emailing Stub Disabled>	01/10/2019	7772		158.55

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5062	DUES AND SUBSCRIPTIONS		158.55	0.00
Distribution Total			158.55	0.00

Vendor Total: 158.55

48536	MOBILE AG & INDUSTRIAL SUPPLI	01/25/2019	BOFA	PPE FOR PW PERSONNEL-M&I D	
	4310 ROSEDALE HWY	01/25/2019	N		94.18
49-090	BAKERSFIELD	01/25/2019	N	N	0.00
	CA 93308	01/25/2019	0.00	N	0.00
	<Emailing Stub Disabled>	12/06/2018	98226		94.18

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5094	SHOP SUPPLIES		94.18	0.00
Distribution Total			94.18	0.00

Vendor Total: 94.18

48577	MOUNTAINSIDE DISPOSAL	01/28/2019	BOFA	LANDFILL FEE JAN 2018	
	8665 SO. UNION AVE	01/28/2019	N		162.12
13-585	BAKERSFIELD	01/28/2019	N	N	0.00
	CA 93307	01/28/2019	0.00	N	0.00
	<Emailing Stub Disabled>	12/31/2019	526431		162.12

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	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5107	REFUSE COSTS		162.12	0.00
Distribution Total			162.12	0.00

48578	MOUNTAINSIDE DISPOSAL	01/28/2019	BOFA	BIN RENT/ROLLOFF SVC DEC. 20	
	8665 SO. UNION AVE	01/28/2019	N		66.94
13-585	BAKERSFIELD	01/28/2019	N	N	0.00
	CA 93307	01/28/2019	0.00	N	0.00
	<Emailing Stub Disabled>	01/10/2019	527025		66.94

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5107	REFUSE COSTS		66.94	0.00
Distribution Total			66.94	0.00

48579	MOUNTAINSIDE DISPOSAL	01/28/2019	BOFA	PROPERTY TAXES 1.10.19	
	8665 SO. UNION AVE	01/28/2019	N		20,944.40
13-585	BAKERSFIELD	01/28/2019	Y	N	0.00
	CA 93307	01/28/2019	0.00	N	0.00
	<Emailing Stub Disabled>	01/10/2019	PROPERTY TAXES 01.10.1		20,944.40

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0238	DUE TO MOUNTAINSIDE (PROP TAX)		20,944.40	0.00
Distribution Total			20,944.40	0.00

Vendor Total: 21,173.46

48580	NAPAAUTO PARTS	01/28/2019	BOFA	SUPPLIES-HOT BOX	
	107 MORTON PL	01/28/2019	N		11.90
14-025	ARVIN	01/28/2019	N	N	0.00
	CA 93203-1301	01/28/2019	0.00	N	0.00
	<Emailing Stub Disabled>	01/08/2019	613555		11.90

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
315-028-5012	MAINTENANCE - VEHICLE		11.90	0.00
Distribution Total			11.90	0.00

Vendor Total: 11.90

48604	NEOGOVS	01/28/2019	BOFA	SUBSCRIPTION 11.1.18-10.31.19	
	300 CONTINENTAL BLVD	01/28/2019	N		3,008.55
48-539	EL SEGUNDO	01/28/2019	N	N	0.00
	CA 90245	01/28/2019	0.00	N	0.00
	<Emailing Stub Disabled>	10/09/2018	INV25657		3,008.55

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5062	DUES AND SUBSCRIPTIONS		3,008.55	0.00
Distribution Total			3,008.55	0.00

Vendor Total: 3,008.55

48581	OFFICE DEPOT	01/28/2019	BOFA	OFFICE SUPPLIES-POLICE DEPT	
	PO BOX 29248	01/28/2019	N		251.87
15-304	PHOENIX	01/28/2019	N	N	0.00
	AZ 93309	01/28/2019	0.00	N	0.00
	<Emailing Stub Disabled>	01/14/2019	258347973001		251.87

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	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5016	OFFICE SUPPLIES		251.87	0.00
Distribution Total			251.87	0.00

Vendor Total: 251.87

48582	O'REILLY AUTOMOTIVE, INC	01/28/2019		BOFA	MAINTENANCE FLEET#317/318	
28-249	PO BOX 9464	01/28/2019		N		48.45
	SPRINGFIELD	01/28/2019		N	N	0.00
	MO 65801-9464	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/10/2019	4451-392748			48.45

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5012	MAINTENANCE - VEHICLE		48.45	0.00
Distribution Total			48.45	0.00

48583	O'REILLY AUTOMOTIVE, INC	01/28/2019		BOFA	SUPPLIES-SMOTHERMAN PARK	
28-249	PO BOX 9464	01/28/2019		N		16.23
	SPRINGFIELD	01/28/2019		N	N	0.00
	MO 65801-9464	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/10/2019	4451-392789			16.23

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-012-5008	MAINTENANCE - OTHER		16.23	0.00
Distribution Total			16.23	0.00

48584	O'REILLY AUTOMOTIVE, INC	01/28/2019		BOFA	SUPPLIES-M&I DEPT.	
28-249	PO BOX 9464	01/28/2019		N		53.88
	SPRINGFIELD	01/28/2019		N	N	0.00
	MO 65801-9464	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/08/2019	4451-392523			53.88

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5094	SHOP SUPPLIES		53.88	0.00
Distribution Total			53.88	0.00

48585	O'REILLY AUTOMOTIVE, INC	01/28/2019		BOFA	SUPPLIES-TRANSIT DEPT.	
28-249	PO BOX 9464	01/28/2019		N		82.54
	SPRINGFIELD	01/28/2019		N	N	0.00
	MO 65801-9464	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/15/2019	4451-393577			82.54

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		82.54	0.00
Distribution Total			82.54	0.00

48586	O'REILLY AUTOMOTIVE, INC	01/28/2019		BOFA	SUPPLIES-M&I DEPT.	
28-249	PO BOX 9464	01/28/2019		N		14.06
	SPRINGFIELD	01/28/2019		N	N	0.00
	MO 65801-9464	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/24/2019	4451-395064			14.06

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5094	SHOP SUPPLIES		14.06	0.00
Distribution Total			14.06	0.00

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	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	O'REILLY AUTOMOTIVE, INC	01/28/2019		BOFA	SUPPLIES-M&I DEPT.	
	PO BOX 9464	01/28/2019		N		28.12
48587	SPRINGFIELD	01/28/2019		N	N	0.00
28-249	MO 65801-9464	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/24/2019	4451-395063			28.12

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5094	SHOP SUPPLIES		28.12	0.00
Distribution Total			28.12	0.00

Vendor Total: 243.28

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	PACIFIC TIRE ARVIN	01/28/2019		BOFA	MAINTENANCE FLEET#302	
	190 C. STREET	01/28/2019		N		196.50
48592	ARVIN	01/28/2019		N	N	0.00
16-075	CA 93203	01/28/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	12/13/2018	22152			196.50

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5012	MAINTENANCE - VEHICLE		196.50	0.00
Distribution Total			196.50	0.00

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	PACIFIC TIRE ARVIN	01/28/2019		BOFA	MAINTENANCE FLEET#205	
	190 C. STREET	01/28/2019		N		249.95
48593	ARVIN	01/28/2019		N	N	0.00
16-075	CA 93203	01/28/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	01/10/2019	22293			249.95

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		249.95	0.00
Distribution Total			249.95	0.00

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	PACIFIC TIRE ARVIN	01/28/2019		BOFA	MAINTENANCE FLEET#205	
	190 C. STREET	01/28/2019		N		1,067.80
48594	ARVIN	01/28/2019		N	N	0.00
16-075	CA 93203	01/28/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	01/17/2019	22326			1,067.80

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		1,067.80	0.00
Distribution Total			1,067.80	0.00

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	PACIFIC TIRE ARVIN	01/28/2019		BOFA	MAINTENANCE FLEET#BOBCAT	
	190 C. STREET	01/28/2019		N		184.33
48595	ARVIN	01/28/2019		N	N	0.00
16-075	CA 93203	01/28/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	12/13/2018	22397			184.33

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5012	MAINTENANCE - VEHICLE		184.33	0.00
Distribution Total			184.33	0.00

Vendor Total: 1,698.58

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Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	PETTY CASH-ELSA CARDOSO-GI	01/28/2019	BOFA	PETTY CASH REPLENISH 1.25.19	
	200 CAMPUS DR	01/28/2019	N		152.25
48597	ARVIN	01/28/2019	N	N	0.00
28-199	CA 93203	01/28/2019	0.00	N 0	0.00
	<Emailing Stub Disabled>	01/28/2019		PETTY CASH REPLENISH	152.25

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5058	TRAVEL & CONFERENCES		48.03	0.00
100-001-5035	OUTSIDE ADMIN/REGULATORY FEES		50.00	0.00
400-023-5012	MAINTENANCE - VEHICLE		53.47	0.00
100-001-5198	MISC EXPENSE		0.75	0.00
<b>Distribution Total</b>			<b>152.25</b>	<b>0.00</b>

Vendor Total: 152.25

	PG & E	01/28/2019	BOFA	ELECTRIC SVC. 12/18-01/19	
	BOX 997300	01/28/2019	N		12,249.23
48596	SACRAMENTO	01/28/2019	N	N	0.00
16-004	CA 95899-7300	01/28/2019	0.00	N 0	0.00
	<Emailing Stub Disabled>	01/28/2019		ELECTRIC SVC. 12/18-01/1	12,249.23

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5060	UTILITIES EXPENSE		64.52	0.00
100-014-5060	UTILITIES EXPENSE		1,815.36	0.00
100-001-5060	UTILITIES EXPENSE		935.19	0.00
100-009-5060	UTILITIES EXPENSE		131.11	0.00
100-012-5060	UTILITIES EXPENSE		258.15	0.00
100-019-5060	UTILITIES EXPENSE		116.30	0.00
200-020-5060	UTILITIES EXPENSE		4,679.75	0.00
240-025-5060	UTILITIES EXPENSE		3,370.41	0.00
242-027-5060	UTILITIES EXPENSE		483.81	0.00
100-014-5060	UTILITIES EXPENSE		119.31	0.00
100-001-5060	UTILITIES EXPENSE		61.46	0.00
100-007-5060	UTILITIES EXPENSE		9.86	0.00
400-023-5060	UTILITIES EXPENSE		19.86	0.00
100-005-5060	UTILITIES EXPENSE		184.14	0.00
<b>Distribution Total</b>			<b>12,249.23</b>	<b>0.00</b>

Vendor Total: 12,249.23

	PRINTING SYSTEMS	01/28/2019	BOFA	OFFICE SUPPLIES-CITY HALL	
	12005 BEECH DALY	01/28/2019	N		188.91
48598	TAYLOR	01/28/2019	N	N	0.00
16-720	MI 48180	01/28/2019	0.00	N 0	0.00
	<Emailing Stub Disabled>	01/10/2019		206110	188.91

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5016	OFFICE SUPPLIES		188.91	0.00
<b>Distribution Total</b>			<b>188.91</b>	<b>0.00</b>

Vendor Total: 188.91

	PRO FORCE LAW ENFORCEMEN	01/28/2019	BOFA	SAFETY EQUIPMENT-POLICE DEI	
	3009 NORTH HIGHWAY 89	01/28/2019	N		3,400.35
48599	PRESCOTT	01/28/2019	N	N	0.00
27-015	AZ 86301	01/28/2019	0.00	N 0	0.00
	<Emailing Stub Disabled>	01/03/2019		365447	3,400.35

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Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5040	SAFETY EQUIPMENT		3,400.35	0.00
Distribution Total			3,400.35	0.00

Vendor Total: 3,400.35

48600	PROVOST & PRITCHARD	01/28/2019	BOFA	ARVIN SOI EXPANSION CODE	
28-196	286 W.CROMWELL AVE	01/28/2019	N		2,375.00
	FRESNO	01/28/2019	N	N	0.00
	CA 93711-6162	01/28/2019	0.00	N	0
	<Emailing Stub Disabled>	01/11/2019	71524		2,375.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5034	PROFESSIONAL SERVICES		2,375.00	0.00
Distribution Total			2,375.00	0.00

Vendor Total: 2,375.00

48555	PUBLIC WORKS COUNTY OF KEF	01/28/2019	BOFA	MUNI&STSW SVC. DEC. 2018	
16-951	PO BOX 845590	01/28/2019	N		957.35
	LOS ANGELES	01/28/2019	N	N	0.00
	CA 90084-5590	01/28/2019	0.00	N	0
	<Emailing Stub Disabled>	01/08/2019	ACCT#01-ARV 1.8.19		957.35

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5107	REFUSE COSTS		957.35	0.00
Distribution Total			957.35	0.00

Vendor Total: 957.35

48526	SPALDING MFG. INC.	01/25/2019	BOFA	SB1 FUNDS-HOT BOX M&I DEPT.	
49-045	5366 EAST ROAD	01/25/2019	N		47,422.00
	SAGINAW	01/25/2019	N	N	0.00
	MI 48601	01/25/2019	0.00	N	0
	<Emailing Stub Disabled>	01/07/2019	10016		47,422.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
315-028-5052	CAPITAL EXPENSE		47,422.00	0.00
Distribution Total			47,422.00	0.00

Vendor Total: 47,422.00

48601	SPARKLE TEXTILE RENTAL SERV	01/28/2019	BOFA	UNIFORM SVC. DEC. 2018	
19-629	121 MONTEREY STREET	01/28/2019	N		1,555.00
	BAKERSFIELD	01/28/2019	N	N	0.00
	CA 93305	01/28/2019	0.00	N	0
	<Emailing Stub Disabled>	01/28/2019	UNIFORM SVC. DEC. 2018		1,555.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5008	MAINTENANCE - OTHER		43.05	0.00
100-007-5008	MAINTENANCE - OTHER		70.20	0.00
100-014-5008	MAINTENANCE - OTHER		585.15	0.00
100-019-5008	MAINTENANCE - OTHER		176.90	0.00
200-020-5023	UNIFORMS		358.15	0.00
400-023-5008	MAINTENANCE - OTHER		142.00	0.00
400-023-5023	UNIFORMS		179.55	0.00
Distribution Total			1,555.00	0.00

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

Vendor Total: 1,555.00

	SPECTRUM BUSINESS	01/28/2019	BOFA	SERVICE 12.29.18-1.28.19 M&I	
	P.O. BOX 7195	01/28/2019	N		104.33
48588	PASADENA	01/28/2019	N	N	0.00
02-581	CA 91109-7195	01/28/2019	0.00	N	0
	<Emailing Stub Disabled>	12/24/2019	069794801122418		104.33

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5036	COMMUNICATIONS		104.33	0.00
Distribution Total			104.33	0.00

Vendor Total: 104.33

	SUPPLYWORKS	01/28/2019	BOFA	CLEANING SUPPLIES-COA	
	PO BOX 742440	01/28/2019	N		156.72
48589	LOS ANGELES	01/28/2019	N	N	0.00
48-531	CA 90074-2044	01/28/2019	0.00	N	0
	<Emailing Stub Disabled>	12/21/2018	470299660		156.72

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5008	MAINTENANCE - OTHER		31.34	0.00
100-012-5008	MAINTENANCE - OTHER		15.67	0.00
100-009-5008	MAINTENANCE - OTHER		15.67	0.00
100-007-5008	MAINTENANCE - OTHER		15.67	0.00
400-023-5008	MAINTENANCE - OTHER		15.67	0.00
100-014-5008	MAINTENANCE - OTHER		31.34	0.00
100-001-5008	MAINTENANCE - OTHER		15.67	0.00
100-005-5008	MAINTENANCE - OTHER		15.69	0.00
Distribution Total			156.72	0.00

	SUPPLYWORKS	01/28/2019	BOFA	CLEANING SUPPLIES-COA	
	PO BOX 742440	01/28/2019	N		73.07
48590	LOS ANGELES	01/28/2019	N	N	0.00
48-531	CA 90074-2044	01/28/2019	0.00	N	0
	<Emailing Stub Disabled>	01/04/2019	471730473		73.07

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5008	MAINTENANCE - OTHER		14.61	0.00
100-012-5008	MAINTENANCE - OTHER		7.31	0.00
100-009-5008	MAINTENANCE - OTHER		7.31	0.00
100-007-5008	MAINTENANCE - OTHER		7.31	0.00
400-023-5008	MAINTENANCE - OTHER		7.31	0.00
100-014-5008	MAINTENANCE - OTHER		14.61	0.00
100-001-5008	MAINTENANCE - OTHER		7.31	0.00
100-005-5008	MAINTENANCE - OTHER		7.30	0.00
Distribution Total			73.07	0.00

Vendor Total: 229.79

	TEL-TEC SECURITY SYSTEMS	01/28/2019	BOFA	ADOBE COMPLEX-FIRE MONITOF	
	5020 LISA MARIE COURT	01/28/2019	N	SVC. JAN. 2019	55.00
48.	BAKERSFIELD	01/28/2019	N	N	0.00
20-278	CA 93313	01/28/2019	0.00	N	0
	<Emailing Stub Disabled>	01/01/2019	647810		55.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
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Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	PO Number	Req. No.	Use Description 1 On Check
	State/Province Zip/Postal	Due Date	Disc. %	Sep. Ck.?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.	1099?	

100-002-5077	OUTSIDE SERVICES				55.00	0.00
Distribution Total					55.00	0.00

Vendor Total: 55.00

48602	THOMSON REUTERS- WEST	01/28/2019	BOFA	SUBSCRIPTION 12.5.18-1.4.19		403.24
	PAYMENT CENTER	01/28/2019	N			0.00
20-357	CAROL STREAM	01/28/2019	N	N		0.00
	IL 60197-6292	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/04/2019	839602588			403.24

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5082	ADVERTISING-PUBLICATIONS-PRI		403.24	0.00
NT				
Distribution Total			403.24	0.00

Vendor Total: 403.24

48559	TRIAD INVESTIGATIVE SERVICES	01/28/2019	BOFA	BACKGROUND INVESTIGATIONX:		630.00
	TRIAD INVESTIGATIVE SERVICES	01/28/2019	N			0.00
49-095	OXNARD	01/28/2019	N	N		0.00
	CA 93035	01/28/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	01/21/2019	19-0003			630.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5034	PROFESSIONAL SERVICES		630.00	0.00
Distribution Total			630.00	0.00

Vendor Total: 630.00

48565	TYAK TIRES INC.	01/28/2019	BOFA	TIRE REPAIR FLEET#301		21.22
	211 SUMNER	01/28/2019	N			0.00
49-085	BAKERSFIELD	01/28/2019	N	N		0.00
	CA 93305	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/16/2019	188719			21.22

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5012	MAINTENANCE - VEHICLE		21.22	0.00
Distribution Total			21.22	0.00

Vendor Total: 21.22

48603	VANTAGE POINT TRANSFER AGE	01/28/2019	BOFA	457KLOAN/CONTRIBUTION 1.25.1		257.95
	C/O M&T BANK	01/28/2019	N			0.00
26-912	BALTIMORE	01/28/2019	N	N		0.00
	MD 21264	01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/28/2019	457 LOAN/CONTRIBUTION			257.95

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0211	457K DEDUCTIONS		257.95	0.00
Distribution Total			257.95	0.00

Vendor Total: 257.95

48606	CECILIA VELA	01/28/2019	BOFA	MASTER MUNICIPAL CLERK 2/201		262.16
		01/28/2019	N			0.00
22-079		01/28/2019	N	N		0.00
		01/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/28/2019	MASTER MUNICIPAL CLER			262.16

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Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5058	TRAVEL & CONFERENCES		262.16	0.00
Distribution Total			262.16	0.00

Vendor Total: 262.16

Grand Total: 376,701.16

Less Credit Memos: 0.00

Net Total: 376,701.16

Less Hand Check Total: 0.00

Outstanding Invoice Total: 376,701.16

Total Invoices: 83

**Recap by Fund**

Fund #	Fund Name	Amount To Pay	Amount To Relieve
100	GENERAL FUND	112,393.81	0.00
200	STATE GAS TAX	19,428.87	0.00
220	TDA STREETS AND ROADS	1,541.79	0.00
228	CAL TRANS	928.00	0.00
240	C.O.P.S. - AB 3229	1,653.44	0.00
240	LLMD #1	6,867.44	0.00
242	LLMD #2	1,093.81	0.00
244	SYCAMORE ROAD FLOOD REDUCTION	154,664.01	0.00
303	CalFire Urban Forestry	7.57	0.00
315	ROAD MAINTENANCE & REHAB	47,433.90	0.00
400	TRANSPORTATION DEVELOPMENT	28,269.38	0.00
408	FTA-LOW NO BUS	251.68	0.00
420	SANITATION	2,167.46	0.00
<b>Grand Total:</b>		<b>376,701.16</b>	<b>0.00</b>

*Handwritten signature and date: 1/28/19*

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## EARNINGS REPORT

5.B.a

Emp. Code Desc.: CITY OF ARVIN  
 From 01/25/2019 to 01/25/20  
 City of Arvin

PAYROLL 01-25-2019

Date: 1/31/2019  
 Time: 16:30:50

Employee Name	Employee ID	15X	1X	1XFTO	25X	2X	3X	ADJ	ADLCO	Oth
		ADMLV	ALLOW	BERV	BNFT1	COMP	CTO	CTYWK	DEGRE	Tot
		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: 51</b>	0.00	16,155.88	0.00	0.00	1,112.78	0.00	0.00	0.00	0.0
		0.00	0.00	0.00	669.30	0.00	229.57	1,672.60	300.02	125,910.4
		229.95	0.00	654.21	0.00	4,475.68	566.40	1,494.16	0.00	
		1,988.47	0.00	0.00	206.30	0.00	0.00	0.00	0.00	
		300.00	608.62	0.00	83,028.36	0.00	371.54	0.00	0.00	
		300.00	797.35	0.00	0.00	69.52	0.00	700.00	700.00	
		90.78	0.00	0.00	1,256.22	0.00	0.00	3,345.19	0.00	
		0.00	521.10	4,066.40						

## COST REPORT

Emp. Code Desc.: CITY OF ARVIN  
 From 01/25/2019 to 01/25/20  
 City of Arvin

PAYROLL 01-25-2019

Date: 1/31/2019  
 Time: 16:31:13

Employee Name	Employee ID	PER3E	FUTA	MC	MC1	PER1E	PER2D	PER2E	PER2M	Oth
		PER3E	PER5E	PER6E	PER9E	PERCP	PERS	PERS1	PERS2	Tot
		PERS3	PERS4	PERS5	PERS6	PERS8	PERS9	SS	SS1	
		SUTA								
<b>Grand Total:</b>	<b>Employee Count: 51</b>	0.00	0.00	1,484.99	476.27	0.00	701.89	0.00	940.78	0.0
		1,195.32	119.74	0.00	0.00	736.29	0.00	0.00	2,466.07	22,236.1
		2,241.35	0.00	0.00	1,939.83	1,428.29	0.00	6,232.87	2,272.49	
		0.00								

Attachment: Payroll Register Ending Jan 25, 2019 (Approval of Payroll Register(s) of January 25, 2019)

## REGULAR MEETING MINUTES

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

JANUARY 22, 2019

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

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ROLL CALL: CM Martinez absent; All others present. CM Franetovich arrived late during Public Hearing Item 5B.**

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

**Motion to approve the agenda.**

Motion CM Robles                      Second CM Trujillo                      Vote 3-0

**2. PUBLIC COMMENTS**

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

**3. PRESENTATION(S)**

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

**Above Presentation Item 3A tabled to the following Regular City Council Meeting of February 12, 2019.**

**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.

**Resolution No. 2019-01**

- 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.

**Resolution No. 2019-02**

- 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.

**Resolution No. 2019-06**

Staff recommends approval of the Consent Agenda.

**Motion to approve Consent Agenda Items 4A – 4I.**

Motion CM Robles                      Second CM Trujillo                      Vote 3-0

**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.

**Hearing opened.**

**No public testimony.**

**Hearing closed.**

**Motion to adopt the Ordinance to be read by title only, waive second reading of the Ordinance, and approve the adoption of the Ordinance.**

Motion CM Robles                      Second CM Trujillo                      Vote 3-0

**Ordinance No. 2019-454**

- 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.

**Hearing opened.**

**No public testimony.**

**Hearing closed.**

**No motion and no action taken for above Public Hearing Item 5B.**

- 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.

**Hearing opened.**

**No public testimony.**

**Hearing closed.**

**Motion waive first reading of the Ordinance and approve the introduction of the Ordinance.**

Motion CM Trujillo

Second CM Robles

Vote 4-0

- 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.

**Hearing opened.**

**No public testimony.**

**Hearing closed.**

**Motion to approve the Resolution.**

Motion CM Franetovich

Second CM Trujillo

Vote 4-0

**Resolution No. 2019-03**

## 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 to Appoint Councilmember Olivia Trujillo as Alternate Board Member to the Kern Council of Governments (KernCOG) Board.**

Mayor Jose Gurrola nominated Councilmember Olivia Trujillo.

Councilmember Olivia Trujillo nominated Olivia Trujillo (self).

Motion Mayor Gurrola      Second CM Trujillo      Vote 4-0

**Alternate Board Member: Councilmember Olivia Trujillo**

### **Mayor Jose Gurrola Appointed Councilmember Mark Franetovich as Alternate Member to the City Selection Committee.**

Vote in favor of appointment      Vote 4-0

**Alternate Member: Councilmember Mark Franetovich**

### **Motion to Appoint Mayor Jose Gurrola as the Primary member to the San Joaquin Valley Air Pollution Control District Special City Selection Committee.**

Mayor Jose Gurrola nominated Mayor Jose Gurrola (self).

Councilmember Jazmin Robles nominated Mayor Jose Gurrola.

Motion Mayor Gurrola      Second CM Robles      Vote 4-0

**Primary Member: Mayor Jose 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 to Approve the 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.**

Motion Mayor Gurrola      Second CM Trujillo      Vote 4-0

**Resolution No. 2019-04**

**Agreement No. 2019-01** (W. J. Fawell Co.)

**Agreement No. 2019-02** (Jones Hall)

**Agreement No. 2019-03** (HdL Coren & Cone)

**Agreement No. 2019-04** (Alamo Capital)

- 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 to approve the Resolution and authorize Staff to submit report to the Kern County Oversight Board for approval.**

Motion Mayor Gurrola      Second CM Trujillo      Vote 4-0

**Resolution No. 2019-05**

## 8. ELECTION OF VICE MAYOR

Mayor Jose Gurrola nominated Councilmember Jazmin Robles.

Councilmember Jazmin Robles nominated Councilmember Jazmin Robles (self).

Vote 4-0

The new Vice Mayor is Jazmin Robles.

## 9. STAFF REPORTS

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

**10. COUNCIL MEMBER COMMENTS**

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

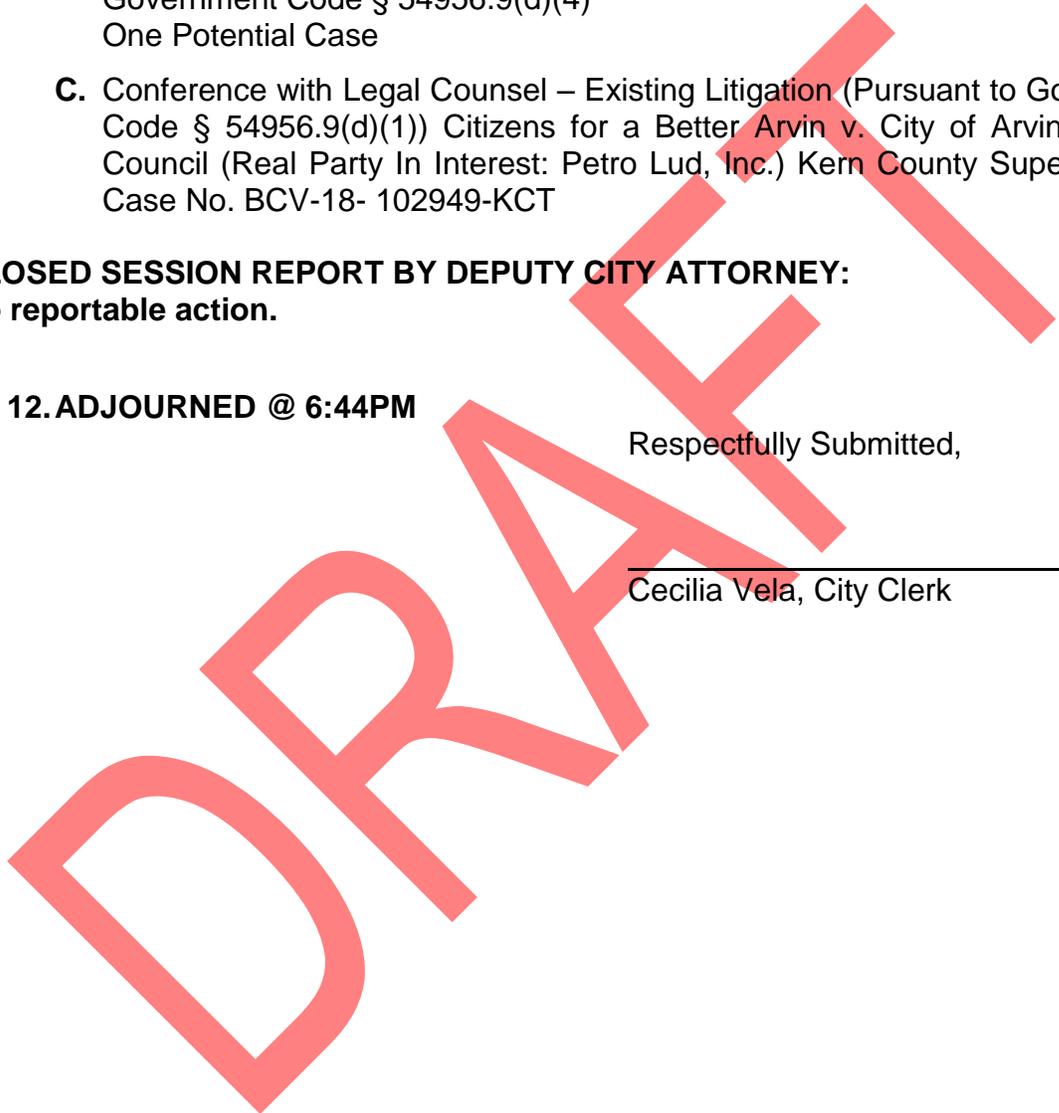
- A.** Conference with Legal Counsel: Anticipated Litigation (Pursuant to Government Code § 54956.9(d)(2)  
One Potential Case
- B.** Conference with Legal Counsel: Anticipated Litigation (Pursuant to Government Code § 54956.9(d)(4)  
One Potential Case
- C.** Conference with Legal Counsel – Existing 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

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

**12. ADJOURNED @ 6:44PM**

Respectfully Submitted,

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





Dena Murphy  
Director

January 9, 2019

City of Arvin

**PROCLAIM FEBRUARY 2019 AS SAFELY SURRENDER BABY  
AWARENESS MONTH IN THE CITY OF ARVIN  
(Fiscal Impact: None)**

The purpose of this letter is to ask the City of Arvin to proclaim February 2019 as Safely Surrender Baby Awareness Month and to advise the community of planned events to highlight the importance of the Safely Surrendered Baby Law.

The Safely Surrendered Baby Law responds to the increasing number of newborn infant deaths due to abandonment in unsafe locations. First created in January 2001, the law's intent is to save the lives of newborn infants at risk of abandonment by encouraging parents or persons with lawful custody to safely surrender the infant within 72 hours of birth, with no questions asked. ***In Kern County there have been 71 babies Safely Surrendered since 2006.***

In Kern County, a newborn baby can be safely surrendered into the hands of any hospital emergency room or Fire Station staff. The Safely Surrendered Baby Coalition, under the coordination of the Department of Human Services, works to educate Kern County residents about this important law. The coalition is made up of a small group of dedicated individuals representing a long list of agencies, non-profits, hospitals, and stakeholders, including First Five Kern, Bakersfield City Fire Department, the Kern County Fire Department, Kern Medical, Mercy & Memorial Hospitals, Adventist Health & Clinica Sierra Vista, to name a few.

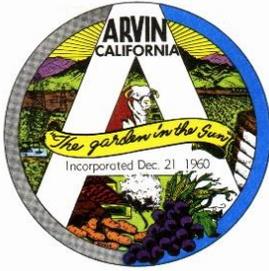
Therefore, we hope that you will proclaim February as Safely Surrendered Baby Awareness Month, prepare a proclamation and make presentation at a City Council Meeting in the Month of February.

Sincerely,

Heidi Carter-Escudero,  
Chair - Safely Surrendered Baby Coalition  
Kern County Department of Human Services

Tel 661.631.6000 Fax 661.631.6631 TTY 800.735.2929  
100 E. California Avenue P.O. Box 511 Bakersfield, CA 93302 [www.KCDHS.org](http://www.KCDHS.org)

*Kern County Department of Human Services is an equal opportunity employer.*



## PROCLAMATION

### Safe Surrendered Baby Awareness Month – February 2019

Whereas, the Safely Surrendered Baby Law (SSB) was implemented on January 1, 2001, with the intent to prevent harm and possible death to newborns, and Governor Schwarzenegger signed legislation extending the SSB Law permanently as of January 1, 2006.

Whereas, the intent of the laws is to save the lives of newborn infants at risk of abandonment by encouraging parents or persons with lawful custody to safely surrender the infant within 72 hours of birth, with no questions asked; and

Whereas, since 2006, 71 newborns have been safely surrendered in Kern County; and

Whereas, in Arvin and throughout Kern County, a newborn baby can be safely surrendered into the hands of any hospital emergency room or Fire Station staff; and

Whereas, the Safely Surrendered Baby Coalition, under the coordination of the Department of Human Services, works to educate Arvin Citizens and all Kern County residents about this important law. The coalition is made up of a small group of dedicated individuals representing a long list of agencies, non-profits, hospitals, and stakeholders, including First Five Kern, the Kern County Fire Department and Clinica Sierra Vista, to name a few.

Now, therefore, on behalf of all the citizens of the City of Arvin, We, the City Council of the City of Arvin are honored to declare February 2019, as Safe Surrendered Baby Awareness Month in the City of Arvin and recognize the work being done by the Safely Surrendered Baby Coalition.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the seal of the City of Arvin, California, this 12<sup>th</sup> day of February 2019.

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Jose Gurrola, Mayor  
City of Arvin

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AMENDING RESOLUTION NO. 2018-81 REVISING AND SETTING FORTH THE COMMENCEMENT TIME FOR COUNCIL MEETINGS FOR REMAINDER OF CALENDAR YEAR 2019.**

**WHEREAS**, the City Council approved Resolution No. 2018-81 on December 10, 2018 setting forth the meeting dates and commencement time of the City Council regular meetings at 5:00p.m. on the second and fourth Tuesdays of each month.

**WHEREAS**, the City Council wishes to amend Resolution No. 2018-81 revising and setting the commencement time of the City Council regular meetings at 5:30pm on the second and fourth Tuesdays of each month.

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

1. Resolution No. 2018-81 is amended to update the time of commencement of the regular meetings to 5:30p.m. for the remainder of calendar year 2019.
2. Regular City Council meetings shall commence with closed session items at 5:30p.m. and regular open session shall commence upon completion of closed session but no earlier than 6:00p.m.
3. All meeting dates and other information provided in Resolution No. 2018-81 shall remain the same.

**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 12th day of February, 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.



# City of Arvin

## Community Development Block Grant Public Hearing and Community Input

Pawan Gill, Director of Administrative Services

Christine Viterelli, Grant Writer

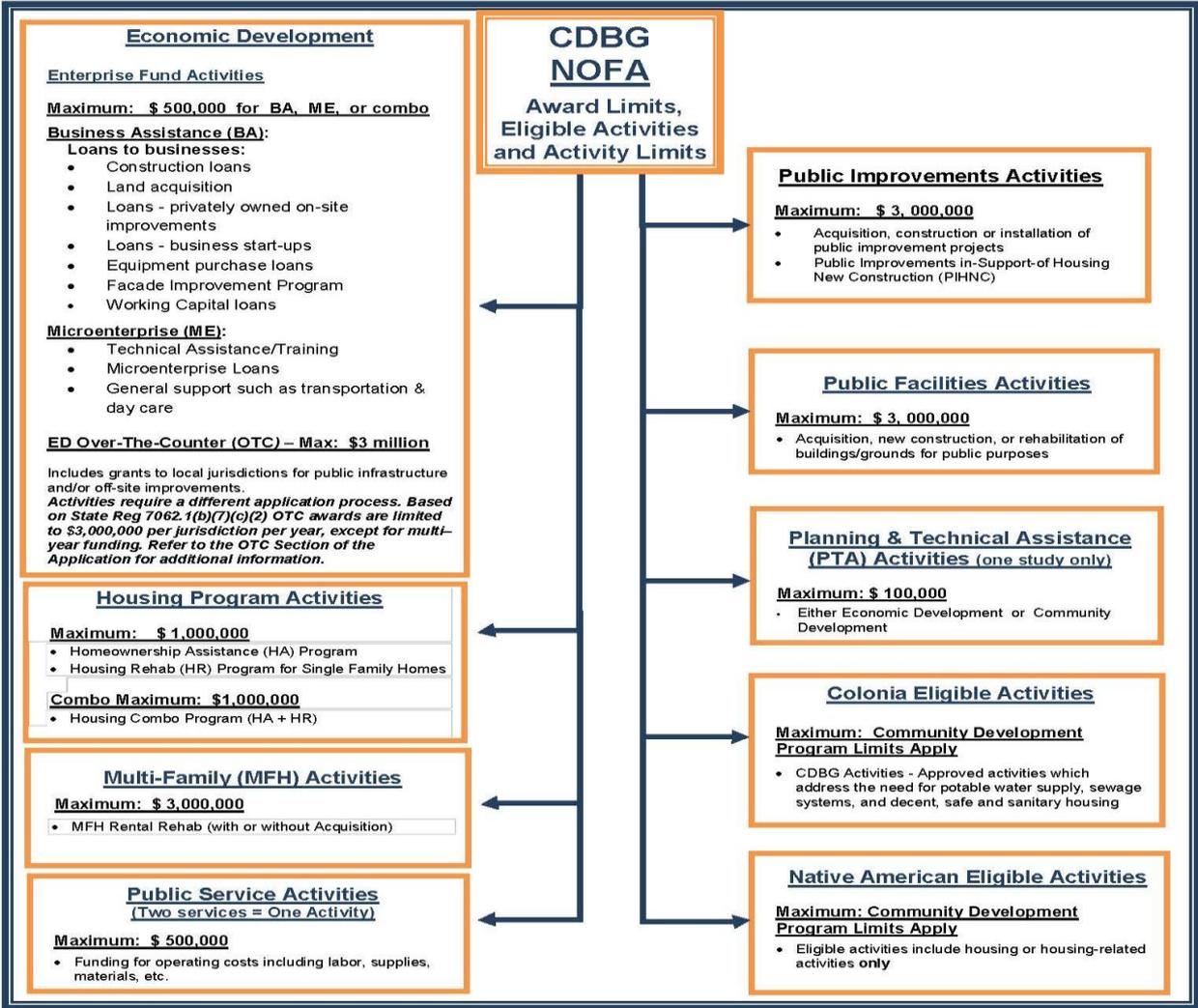


# 2018 CDBG APPLICATION Funding Limits and Activities Chart

**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.**

## Eligible Activity Funding





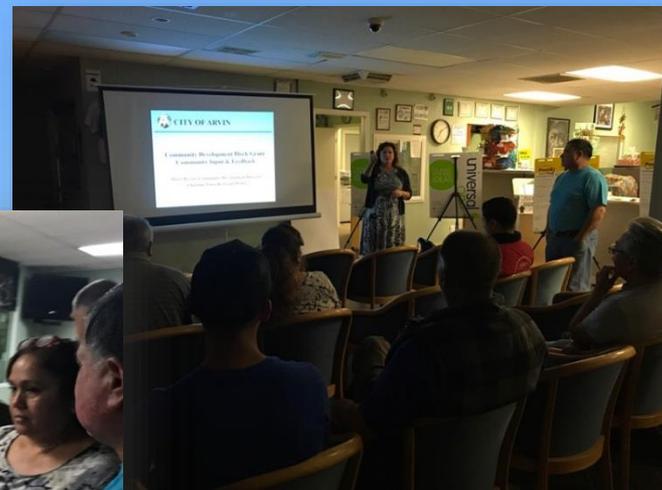
# CDBG Time Line

- ✓ November 1, 2018 – NOFA Released
- ✓ November 20, 2018 – Newspaper Publication of Hearing
- ✓ December 4, 2019 – First Public Meeting
- ✓ January 22, 2019 – Second Public Meeting
- ✓ February 3, 2019 – Newspaper Publication of Final Hearing
- ✓ **February 12, 2019 – Final Public Hearing and Grant Application Resolution**
- ✓ **February 26, 2019 – CDBG Application Due to the State**



# Community Input

## CDBG Community Workshops



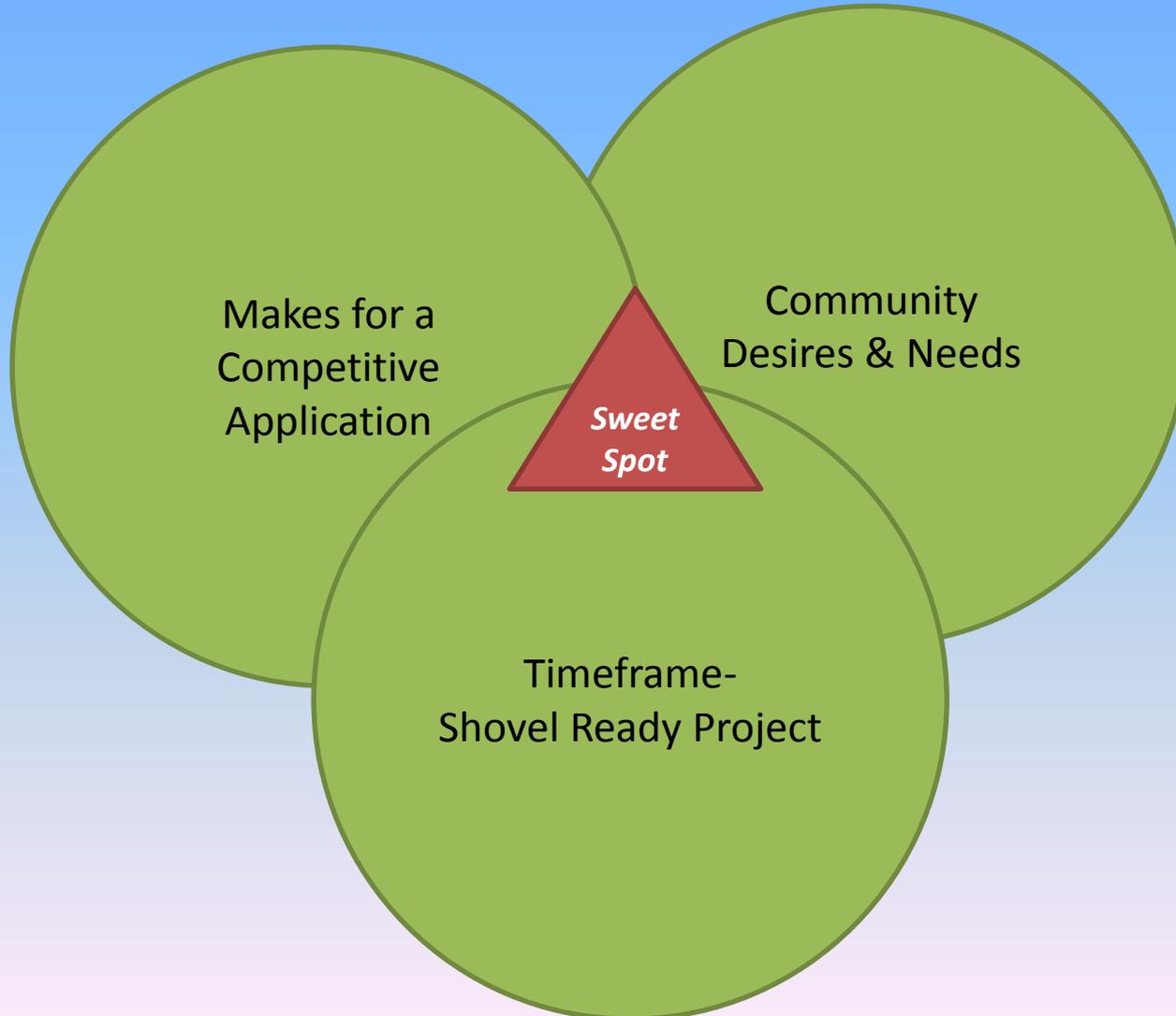


# Decision Making Process

- Review of All Public Meeting Results
- Review of Door to Door Residential Outreach Materials and responses
- Staff Recommendation for Projects that satisfy community desires and needs, make the application competitive and are shovel ready.



# Decision Making Process





# Proposed Projects & Programs

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## Two Application Components:

- Franklin Street Demo and Construction
- Economic Development Plan (PTA)



# Proposed Projects & Programs

- ❖ **Franklin Street- for new street from Walnut Street to Derby (Tejon) with crosswalks, ADA ramps, sidewalks, medians with trees, landscape and irrigation**

**Public Improvements: (03K) \$ 2,872,137**

**Cost Breakdown of Project:**

Public Improvements-Franklin Street Construction	\$ 2,385,496
General Administration (GA)	\$ 200,382
Activity Delivery (12%)	\$ 286,260



# Proposed Projects & Programs

- ❖ **Franklin Street- 2,872,137 for new street from Derby (Tejon) to, with crosswalks, ADA ramps, sidewalk improvements, medians with trees, landscape and irrigation**
- ❖ **Planning and Technical Assistance Grant (PTA-20A) focusing on Economic Development in Arvin**

Planning and Technical Assistance (20A-ED) \$ 100,000

Planning-Economic Development \$ 93,023

PTA- Economic Development Plan

General Administration (GA) \$ 6,997

General Funds Cash Match Requirement \$ 5,000

**Total CDBG Application Request \$ 2,972,137**



# Other Application Highlights

## Additional Public Outreach Efforts on the CDBG Grant

- Public Outreach with Arvin School District
- Public Outreach with the Independent Living Center of Kern County
- Public Outreach with Residents Door to Door
- Resident Support and Signature List for the Franklin Street Project



# Other Application Highlights

- Application Deadline is: February 26, 2018
- CDBG Program is a grant funding source for fiscal year 2017/2018 and 2018/2019 with project design beginning in fiscal year 2018/2019 if awarded.



# Questions?





## CITY OF ARVIN Staff Report

Meeting Date: February 12, 2019

**TO:** Arvin City Council

**FROM:** Pawan Gill, Director of Administrative Services  
Jerry Breckinridge, City Manager

**SUBJECT: Public Hearing to Considering Approval of A Resolution of the City Council of the City of Arvin Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto From the 2018 Funding Year of the State Community Development Block Grant (CDBG) Program; and Any Related Action.**

### **BACKGROUND:**

The City is applying to the State non-entitlement CDBG program after completing a robust community outreach plan. Based on public input the City will seek funds for public improvements up to \$3,000,000 for the reconstruction of Franklin Street.

The City is also applying for an economic development planning grant in the amount of \$100,000. The CDBG Program is a grant funding source for fiscal year 2018/2019.

### **FINANCIAL IMPACT:**

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2018 FUNDING YEAR OF THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM; AND ANY RELATED ACTION.**

**WHEREAS**, City staff recommends applying to the State’s non-entitlement Community Development Block Grant (CDBG) Program; and

**WHEREAS**, City staff held three public hearings to receive community input on the City’s upcoming CDBG application; and

**WHEREAS**, two activities have been identified consisting of 1) Public improvements to demolish and re-construct Franklin Street; 2) An economic development planning grant; and

**WHEREAS**, the State CDBG Program is a grant funding source for 2018/2019; and

**WHEREAS**, the deadline for the CDBG application submission is February 26, 2019.

**NOW THEREFORE BE IT RESOLVED** the City Council of the City of Arvin hereby finds, determines, resolves and orders as follows:

**SECTION 1:**

The City Council has reviewed and hereby approves an application for up to \$ 3,000,000 for the following activities:

<b>Public Improvements: (03K)</b>	<b>\$ 2,872,137</b>
General Administration (GA)	\$ 200,382
Public Improvements-Franklin Street Construction	\$ 2,385,496
Activity Delivery (12%)	\$ 286,260
<b>Planning and Technical Assistance (20A-ED)</b>	<b>\$ 100,000</b>
Planning-Economic Development	\$ 93,023
PTA- Economic Development Plan	
General Administration (GA)	\$ 6,997

**SECTION 2:**

The City acknowledges compliance with state and federal public participation requirements in the development of this application.

**SECTION 3:**

The City hereby approves the use of Local Funding Sources (listed below) in the amount of \$ 5,000. to be used as the City's cash match for the Planning and Technical Assistance activity in this application.

General Funds Cash Match: \$ 5,000

**SECTION 4:**

The City of Arvin is not requesting a supplemental activity (not applicable).

**SECTION 5:**

The City of Arvin is not requesting a waiver of the 50 percent expenditure rule (not applicable).

**SECTION 6:**

The City hereby authorizes and directs the City Manager, Jerry Breckinridge, or his designee, to sign this application and act on the City's behalf in all matters pertaining to this application.

**SECTION 7:**

If the application is approved, the City Manager, Jerry Breckinridge, or his designee, is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant, subject to approval as to legal form by the City Attorney.

**SECTION 8:**

If the application is approved, the City Manager, Jerry Breckinridge, or his designee, is authorized to sign funds requests and any other required reporting forms.

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**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 12<sup>th</sup> day of February, 2019 by the following vote:

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

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

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

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

**ATTEST**

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

**CITY OF ARVIN**

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

APPROVED AS TO FORM:

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

I, \_\_\_\_\_, City Clerk of the City of Arvin, California, **DO HEREBY CERTIFY** that the foregoing is a true and accurate copy of the Resolution passed and

adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.



**CITY OF ARVIN**  
**City Council**  
**Meeting Date: February 12, 2019**

**TO:** City Council Members

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

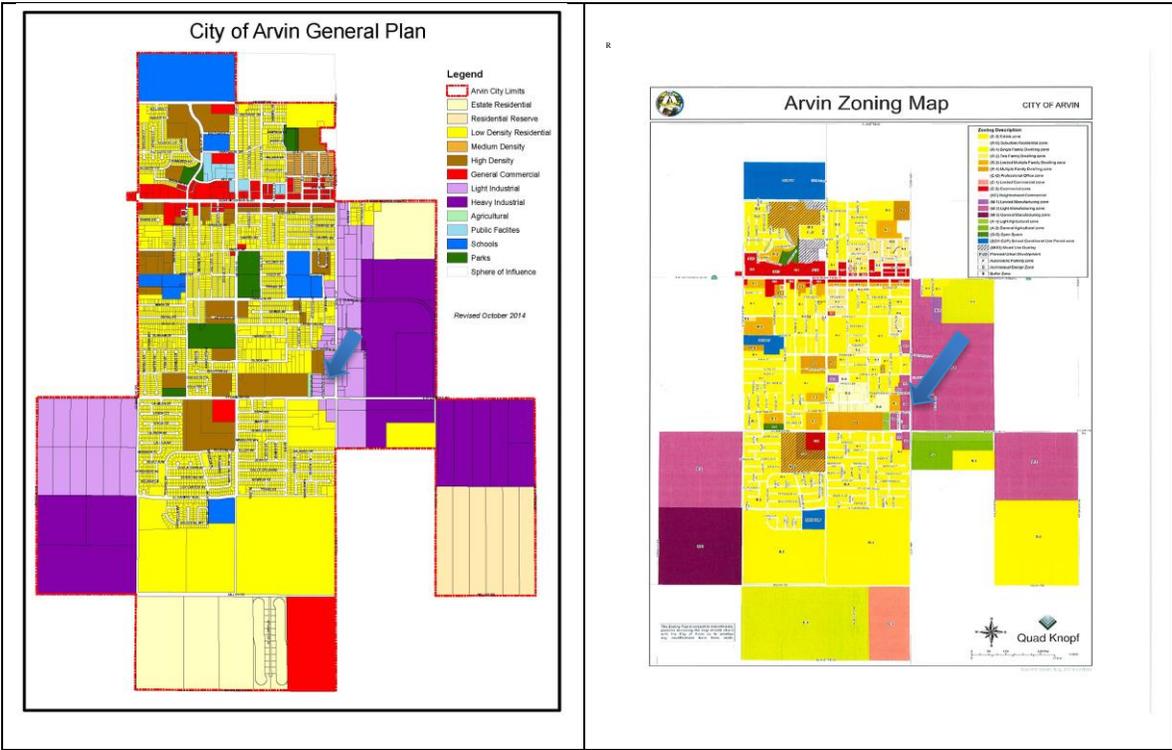
**SUBJECT:** Public Hearing to Consider Adoption of An Uncodified Ordinance of the City Council of the City of Arvin for a Development Agreement 2018-01 Between the City of Arvin and Aaron Coppelson, M.D., Inc., for the Development of Certain Cannabis Operations located at 100 Sycamore Road, Arvin, CA, and adoption of an exemption pursuant to California Environmental Quality Act Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).

**RECOMMENDATION:**

Staff recommends that the City Council adopt the Ordinance to be read by title only, open the hearing, allow for testimony, close the hearing, waive second reading of the Ordinance, and approve the adoption of the Ordinance and adopt an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and 15301 (Existing Facilities). The Ordinance was previously introduced by the City Council on January 22, 2019.

**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 Council introduced the Ordinance by title only on January 22, 2019. The City Council report of January 22, 2019 is on file at the City Clerk’s office located at 200 Campus Drive. 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. 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 No’s APC2018-17 and APC2018-18. Development agreements 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 Kavacevich 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 9 Non-Store Front Delivery) 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.

#### **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, CA (including adoption of an exemption pursuant to California Environmental Quality Act Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).)

Attachment 2 – Notice of Intent to Adopt Ordinance Published in the Bakersfield Californian

Attachment 3 – City Council January 22, 2019 Reports and Documents on file at the City Clerk's Office located at 200 Campus Drive, Arvin, CA 93203

## 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 3b cultivation, Type 9 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 3b cultivation, Type 9 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 APC2018-18, 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 February 12, 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, all of which are incorporated herein by this reference, 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 22<sup>nd</sup> day of January 2019, and adopted the Ordinance after the second reading at a regular meeting held on the 12<sup>th</sup> day of February 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**

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT**

Attachment: Uncodified Ordinance DA Coppelson 100 Sycamore (Public Hearing - Uncodified Ordinance - 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

**AGREEMENT NO. 2019-05**

**DEVELOPMENT AGREEMENT**

by and between

THE CITY OF ARVIN  
a municipal corporation

and

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

**AGREEMENT NO. 2019-05****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 3b 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 3b 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 January 22, 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. 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 : (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 setbacks, 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 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 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 Loses 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 Loses 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

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>	<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	_____
<input type="checkbox"/> TITLE(S) <input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	SIGNER(S) OTHER THAN NAMED ABOVE
_____	_____

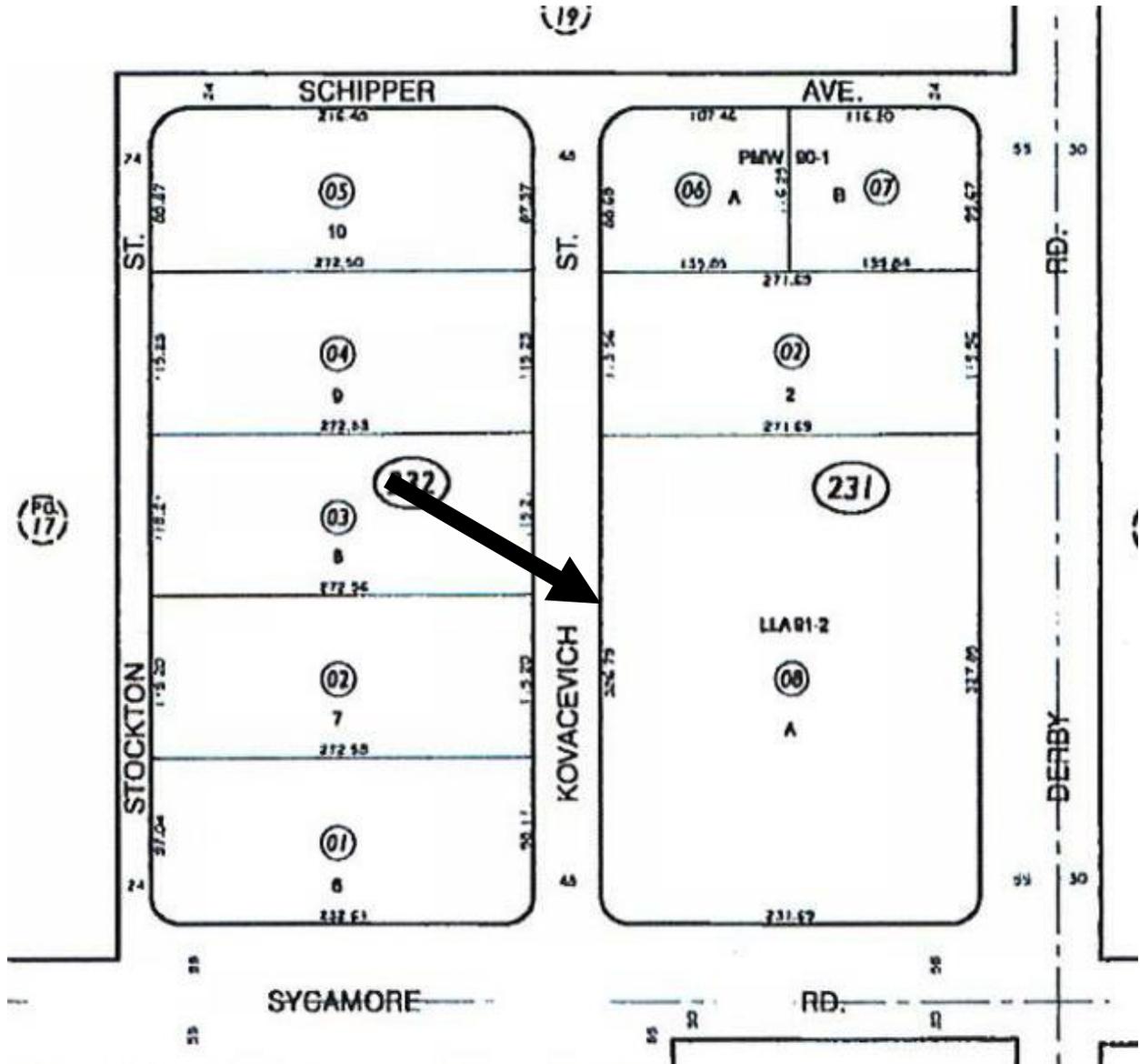
**SIGNER IS REPRESENTING:**  
 (NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT "A"  
Project Area

100 Sycamore Road, Arvin, California.



Attachment: Exhibit A DA Coppelson 100 Sycamore (Public Hearing - Uncodified Ordinance - Development Agreement - Coppelson - 100

**EXHIBIT "B"**  
**Legal Description of Parcel**

**For APN/Parcel ID(s): 192-231-08-00**

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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.

**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 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 cannabis plants on the premises including the area occupied by vertically and horizontally stacked canopies) that is limited by the maximum amount a cannabis business is authorized to cultivate by either a City permit or by a state license.

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.

**NOTICE BY THE ARVIN CITY COUNCIL  
OF ITS INTENT TO ADOPT AN ORDINANCE**

**NOTICE IS HEREBY GIVEN** that on February 12, 2019 at 5:00 pm, or as soon after as the matter may be heard, the City Council of the City of Arvin intends to adopt an Ordinance, entitled:

**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.**

**SUMMARY**

The proposed uncodified Ordinance would approve a Development Agreement with Aaron Coppelson, M.D., Inc., (“Developer”) for commercial cannabis businesses to operate at the site, consisting of a Type 3(b) Cultivation, a Type 11 Distribution, and a Type 10 Non-Store Front Delivery, within the existing building located at 100 Sycamore Road, in Arvin, California. 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. The Development Agreement also includes public benefit measures, including Developer to pay \$50,000.00 in unrestricted community benefit funds, pay \$50,000 which may be used as an offset against future exactions and fees, quarterly payments for each square foot of cultivated cannabis, etc. The Development Agreement would also provide for Developer to have a first right of refusal to receive cannabis cultivation permits up to a total of 66,000 sq ft.

A copy of the full text of the Ordinance is available for review in the Office of the City Clerk, City of Arvin, 200 Campus Drive, Arvin, CA 93203. A copy is also available on the City’s website at Arvin.org. Anyone having questions may contact the City Clerk at (661) 854-3134.

/s/\_\_\_\_\_

Cecilia Vela, City Clerk  
City of Arvin

PUBLISHED: Bakersfield Californian, January 31, 2019



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

Meeting Date: February 12, 2019

<b>TO:</b>	City Council
<b>FROM:</b>	Jake Raper, City Planner Jerry Breckinridge, City Manager
<b>SUBJECT:</b>	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AMENDMENT TO THE GENERAL PLAN BY AMENDING THE LAND USE ELEMENT CONSISTENT WITH THE 2013-2023 HOUSING ELEMENT WORK PROGRAMS INCLUDING ADOPTION OF AN EXEMPTION PURSUANT CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15061(B)(3)

**RECOMMENDATION:**

Adopt Resolution to amend the General Plan by Amending the Land Use Element Consistent with the 2013-2023 Housing Element Work Program, including a Recommendation to adopt an exemption pursuant California Environmental Quality Act Guidelines Section 15061(b)(3).

**BACKGROUND:**

The Planning Commission on January 15, 2019 conducted a public hearing regarding the proposed amendments to the Land Use Element of the General Plan. The Planning Commission after conducting their public hearing, adopted a resolution recommending the City Council amend the General Plan Land Use Element to be consistent with the 2013-2023 Housing Element Work Program and recommended the adoption of an exemption pursuant to the California Environmental Quality Act Guidelines Section 15061(b)(3).

The City of Arvin adopted the 2013-2023 Housing Element on March 27, 2018 by Resolution Number 2018-23. The adopted Housing Element has established several work programs which require amendments to the Land Use Element.

Overall, the various amendments address requirements of SB244 relating to disadvantaged communities within a sphere of influence, establish a minimum land use density for certain designated lands, establish programs to ensure that there is no net loss of available sites for high-density residential development, etc.. More specifically, the various amendments include:

1. Updates to the Table of Content reflecting amendments to the Land Use Element.

2. The 2012 General Plan Land Use Element, under Table LU-2 – General Plan Land Use and Corresponding Zoning, page LU-7 shows Light Industrial Land Use Designation with the Corresponding Zoning of M-1. Title 17, Zoning describes both M-1 and M-2 as Light Industrial and the M-3 zone as Heavy Industrial. The amended Table LU-2 will correct the administrative error- modification to Table LU-2 will correctly identify the M-1 and M-2 (by deleting the M-2 from the Heavy Industrial Land Use Designation) as Light Industrial.
3. The Land Use Element is updated to reflect increased density for the Low Density Residential from 6 to 10 that permits both single family and two family residential units with a zoning designation of R-1 and R-2; Medium Density Residential from 7 units to 16 and 15 to 20 units per acre, High Density Residential from 16 to 21 up to 24 units per acre. These density ranges are mandated by the state and are in conformity with the 2013 to 2023 Housing Element.
4. Adding a note within Figure LU-2 as Follows: “Figure LU-2 General Plan Land Use Diagram Is Subject to Change – Current General Plan Land Use Diagram Is On File at the Community Development Department”.–
5. Amending Tables LU 3 Holding Capacity to reflect the changes in density for the Low, Medium and High-Density land use designations.
6. Adding Disadvantage Communities Discussion as is required by state law. As is noted under the disadvantaged community section, SB 244 required cities to recognize and address disadvantage communities in the unincorporated areas that are with a City’s sphere of influence. It is recognized that the Edmonson Tract is categorized as a disadvantage community, but it is NOT located within the City of Arvin’s Sphere of Influence. However, the City has included an excerpt from the Draft Municipal Services Review that outlines what the City would do and services that could be provided should the Edmondson Tract become located within the City’s Sphere of Influence. (See pages LU 2425 through LU-29, of the General Plan.).

Refer to Attachment 1 – Housing Element Work Program and Attachment 2 – Index for amendments to Land Use Element for specific details.

### **CEQA REVIEW:**

Staff have performed a preliminary environmental assessment of this project and pursuant to the California Environmental Quality Act (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:

- These amendments to the Land Use Element relates to the establishment, modification, and implementation of the various work programs implements and is consistent with the updated Housing Element. As these updates have already been assessed, no further environmental assessment is required.
- These amendments will not have a significant effect or physical change to the environment, because they relate to and implements 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.

EXHIBITS AND ATTACHMENTS:

Resolution of the City Council Amend the General Plan by Amending the Land Use Element Consistent with the 2013-2023 Housing Element Work Program and adoption of an exemption pursuant California Environmental Quality Act Guidelines Section 15061(b)(3). (Includes **Exhibit A** – 2019 Amended Land Use Element Updated General Plan Index And Land Use Element to the City of Arvin General Plan.)

**Attachment 1** - 2013-2023 Housing Element Update – Work Program (excerpt).

**Attachment 2** – Index of Proposed Amendments Land Use Element.

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AMENDMENT TO THE GENERAL PLAN BY AMENDING THE LAND USE ELEMENT CONSISTENT WITH THE 2013-2023 HOUSING ELEMENT WORK PROGRAMS INCLUDING ADOPTION OF 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 of which updates and amendments to the General Plan and Zoning Ordinances are required; and

**WHEREAS**, the amendments to the Land Use Element address, among others, the mandated increase in density for Medium and High Density Residential, creates a requirement for a “No Net Loss” of Medium and/or High Density opportunity sites, and adds discussion of Disadvantage Communities as required by SB 244 upon update of the Housing Element; and

**WHEREAS**, the Planning Commission on January 15, 2019, held a public hearing at a regular Planning Commission meeting and at the conclusion of the hearing recommended the adoption of the proposed updates to the Land Use Element of the General Plan and adoption of an exemption pursuant California Environmental Quality Act Guidelines Section 1506(b)(3); and

**WHEREAS**, the City Council public hearing of February 12, 2019 was duly noticed in accordance with local requirements and state requirements;

**WHEREAS**, after consideration of all items before it, the City Council adopts Land Use Element amendments 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 City Council of the City of Arvin as follows:

1. The City Council of the City of Arvin finds that the above recitals are incorporated herein and are true and correct.
2. The City Council adopts a finding pursuant to CEQA Guidelines, Section 15061(b)(3) as here is no possibility that the amendments to the Land Use Element to the General Plan may have a significant effect on the environment because of the following reasons:

- The amendments to the Land Use Element relate to the establishment, modification, and implementation of the various work programs implements and is consistent with the updated Housing Element. As these updates, have already been assessed, no further environmental assessment is required.
- The amendments will not have a significant effect or physical change to the environment, because they relate to and implements 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 additional analysis under CEQA.

3. The City Council finds that the proposed updates to the Land Use Element implement the previously approved 2013-2023 Housing Element of the General Plan and are otherwise consistent with the goals, policies and objectives the of the General Plan. The City Council hereby adopts the proposed amendments to the Land Use Element of the General Plan as shown on Exhibit A of this Resolution.

**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 12th day of February, 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.



# City of Arvin General Plan 2012

Adopted by the Arvin City Council on August 21, 2012

Resolution No. 2012-34

Land Use Element Amendment January XX, 2019

Resolution No. 2019-XX

**City of Arvin  
200 Campus Drive  
Arvin, California 93203**



## City of Arvin

# General Plan Update

### City Council

Jose Gurrola, Mayor

Jess Ortiz, Mayor Pro Tem

Jazmin Robles, Council Member

Erika Madrigal, Council Member

Gabriela Martinez, Council Member

### Planning Commission

Olivia Trujillo, Chairperson

Janett Zavala, Vice Chairperson

Miguel Rivera

Yesenia Martinez

Gerardo Tinoco

### City of Arvin

R. Jerry Breckinridge – City Manager

Cecilia Vela, City Clerk

Jake Raper, AICP – City Planner – JAS Consultants

Issac A. George, Director of Planning & Building (Former)

Greg Collins, Contract Planner, Collins & Schoettler Planning Consultants (Former)

Karl C. Schoettler, Contract Planner, Collins & Schoettler Planning Consultants (Former)

Rachel H. Richman, City Attorney, Burke, Williams & Sorensen, LLP (Former)

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## Land Use Designations

Land Use Element identifies how future development will occur in type and intensity and where it will occur within the City over the next 20 years. This Element separates the city into 12 distinct designations: Estate Residential, Residential Reserve, Low Density Residential, Medium Density Residential, High Density Residential, General Commercial, Light Industrial, Heavy Industrial, Parks, Public Facilities, Schools, and Agricultural. Each land use designation is described with the type of permitted uses and a quantitative measure of permitted intensity. The distribution of land uses is presented in Table LU-1.

**Table LU-1**  
**GENERAL PLAN LAND USE**

Land Use Designations	Acres	Percent of Total
Estate Residential	294.8	9.6%
Residential Reserve	179.1	5.8%
Low Density Residential	950.7	30.9%
Medium Density Residential	18.0	0.6%
High Density Residential	158.3	5.1%
General Commercial	151.4	4.9%
Light Industrial	<del>291.9</del> 643	<del>9.5%</del> 20.9%
Heavy Industrial	<del>512.5</del> 160	<del>16.7%</del> 5.2%
Parks	45.2	1.5%
Public Facilities	19.7	0.6%
Schools	129.9	4.2%
Agricultural	1.0	<0.1%
Streets/ROW	325.0	10.6%
<b>City Total</b>	<b>3,077.5</b>	<b>100.0%</b>

Source: City of Arvin

Table LU-2 shows General Plan Land Use designations and the corresponding zoning. The General Plan Land Use [Map Diagram](#) identifies a land use designation for each parcel in the City and guides the City's desired future development patterns.

**Table LU-2  
GENERAL PLAN  
LAND USE AND CORRESPONDING ZONING**

Land Use Designation	Zoning Districts
Estate Residential	E
Residential Reserve	R-1
Low Density Residential	R-S, R-1
Medium Density Residential	R-2
High Density Residential	R-3, R-4
Planned Unit Development	PUD
General Commercial	C-O, N-C, C-1, C-2
Light Industrial	M-1, <del>M-2</del>
Heavy Industrial	<del>M-2</del> , M-3
Public Facilities	All Zones w/ CUP
Agricultural	A-1, A-2
Parks	All Zones w/ CUP
Schools	All Zones w/ CUP

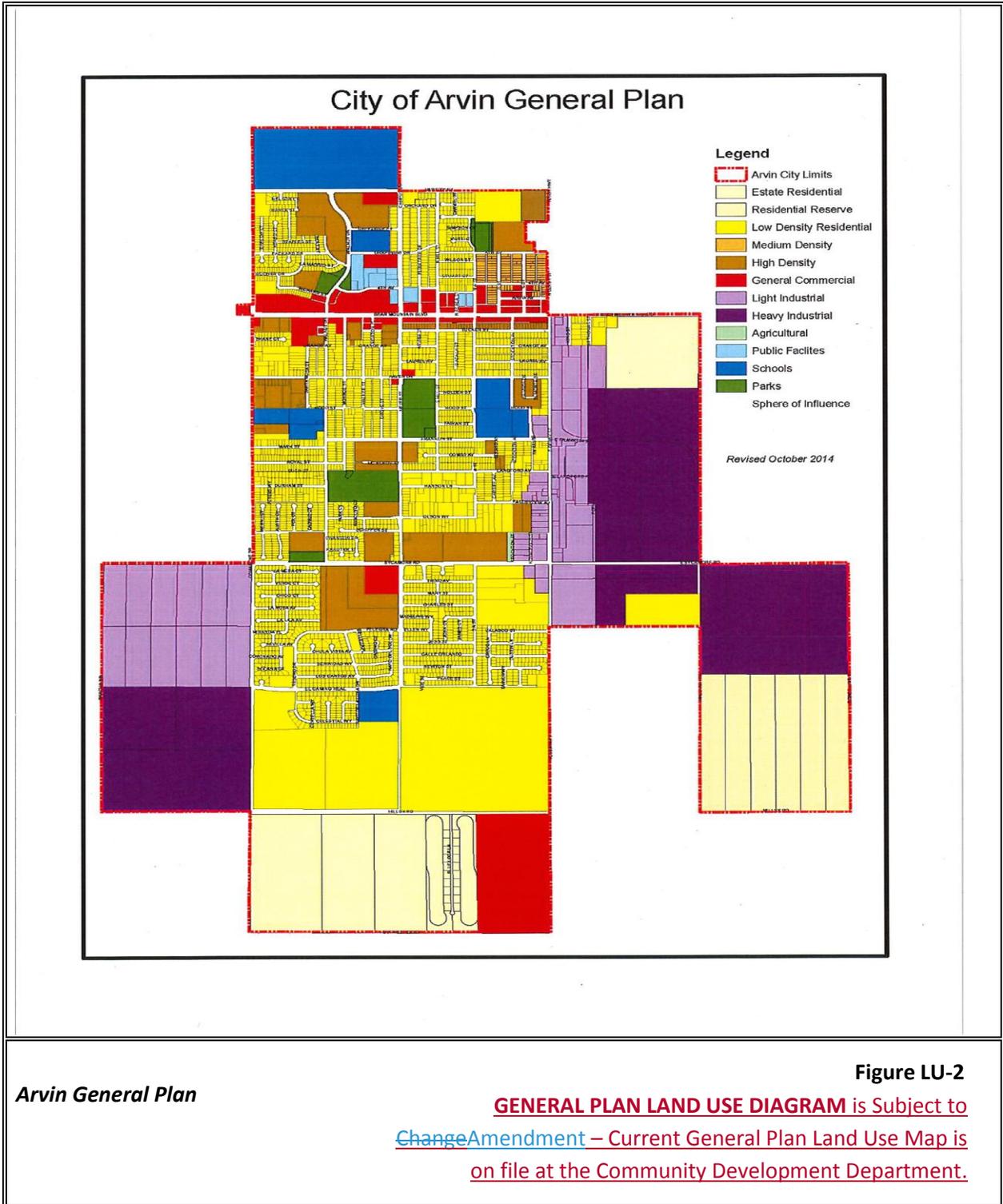
*Note: Specific Plans are allowed in all land use categories.*

## Measuring Density and Intensity

State law requires a clear and concise description of land use categories, which includes specified population and intensity standards. To describe the intensity of use, land use planners have developed quantitative measures called density and intensity.

**Density** describes the population and development capacity of residential land. The General Plan describes density in terms of dwelling units per net acre of land (du/ac), exclusive of present or planned streets and other public rights-of-way.

Development **intensity** refers to the extent of development on a parcel of land or lot. The General Plan's method of defining intensity is the relationship between the total floor area of a building and the total area of the lot. This quantification is known as the Floor Area Ratio



Attachment: Exhibit A Land Use Element Update - Housing Element Work Program (Public Hearing - Land Use Element Update)

### Low Density Residential

(Maximum Density: 6 units to 10 units per acre)

The Low Density Residential land use designation allows traditional single-family and two family homes in the City of Arvin with one to six-ten dwelling units per acre. This type of use is recognized as the backbone of the community and is the largest land use designation in the City. Residences in this category consist generally of single-family detached houses with private yards.

The two-family homes are typically a duplex with shared front yard and either common drive approach or two separate drive approach to the off-street parking.

Primary access must be from secondary, collector and local streets. Access from major streets or major highways should be considered only when special design features are included. The typical zoning designation is R-1 and R-2.



*Low Density Single Family Housing*

### Medium Density Residential

(Density Range: 7 16 to 1521 units per acre)

The Medium Density Residential land use designation is established to allow for quality multi-family living environment. This category typically includes higher density single-family residential developments, two-family residential development, or lower density multi-family units, such as duplexes, apartments, or and condominium units.

A minimum residential density development shall be 16 units per acre. Should development be

proposed at a lower minimum density, it shall be the responsibility of the developer to add additional lands to the Medium Density Residential Land Use Designation and rezone alternative sites to offset the loss of housing opportunities for affordable housing. The replacement of the site(s) for housing opportunity shall occur prior to or concurrent with the development of lower density residential or alternative land use development. Typical zoning designation is R-3.



*Medium Density Duplex Housing*

## High Density Residential

(Density Range: ~~16~~21 to 24 units per acre)

High Density Residential developments consist typically of multi-family housing projects such as apartments and condominiums. Areas designated High Density Residential are to be integrated thorough the community adjacent to transportation, community services, and commercial developments. A minimum residential density development shall be 21 units per acre. Should development be proposed at a lower than minimum density, it shall be the responsibility of the developer to add additional lands to the High Density Residential Land Use Designation and rezone alternative sites to offset the loss of housing opportunities for affordable housing. The replacement of the site(s) for housing opportunity shall occur prior to or concurrent with the development of lower density residential or alternative land use development. Typical zoning designation is R-4



*High Density Residential Apartments*

## Agriculture

The Arvin community is situated in the Greater San Joaquin Valley, which is recognized as one of the most fertile agriculture regions in the nation. The land possesses prime soils, which, in combination with a desirable climate condition and sufficient water supply, create an almost ideal environment for agricultural production. Almost one-half of Arvin's labor force population is employed in agriculture or agriculture-related industries. This designation includes lands identified as having natural resource amenities or characteristics.



*Agricultural Uses*

## Holding Capacity

### Residential Capacity

Holding capacity identifies the anticipated distribution of land use acreage and population resulting from implementation of the Land Use Element policies. In Arvin, there are approximately 670 acres of vacant land currently zoned residential and available for development. Over time, as properties make the transition from one use to another and as property owners rebuild, land uses and intensities will gradually shift to align with the intent of the Land Use Element. Table LU-3 summarizes the land use distribution for residential property, typical level of development anticipated, and the levels of development that can be expected from full implementation of land use policies established by the updated General Plan. Arvin's estimated population and housing capacity, based on the General Plan land use, is estimated at ~~40,355~~ 54,413 residents and ~~9,232~~ 12,209 housing units.

### Non-Residential Capacity

Table LU-4 estimates the potential future development in building square feet of commercial, industrial and public uses within the City. These estimates are based on assumptions of future dwelling unit densities and commercial/industrial building intensities. According to Table LU-4 estimates, there is a potential for approximately ~~15.7~~ 17.2 million square feet of non-residential building space in the City.

**Table LU-3**  
**RESIDENTIAL CAPACITY**

Residential Designation (Max. Density)	Realistic Density	Acres	Dwelling Units	Total HHs <sup>a</sup>	HH Size	Total Pop.
Estate Development (1 du/1.25 acre)	0.8 du/acre	294.8	236	230	4.64	1,067
Residential Reserve (6 du/acre)	5 du/acre	179.1	896	874	4.64	4,055
Low Density ( <del>6</del> 10 du/acre)	<del>5</del> 8 du/acre	950.7	<del>4,754</del> 7,605	4,635	4.64	<del>21,506</del> 34,983
Medium Density ( <del>15</del> 20 du/acre)	<del>12</del> 17 du/acre	18.0	<del>180</del> 306	171	4.31	<del>737</del> 1,318
High Density (24 du/acre)	20 du/acre	158.3	3,166	3,014	4.31	12,990
<b>City Total</b>		1,600.9	<del>9,232</del> 12,209	8,924		<del>40,355</del> 54,413

<sup>a</sup> Assumes vacancy rates of 2.5% for Lower Density Residential and 4.8% for Medium and High Density Residential uses

**Table LU-4**  
**COMMERCIAL, INDUSTRIAL AND PUBLIC USE CAPACITY**

Land Use and Max. Intensities (Max. FAR)	Realistic Intensity (FAR)	Acres	Square Footage Capacity
General Commercial (FAR 0.5)	0.3	151.4	1,978,495
<u>Light Industrial (FAR 1.0)</u>	<u>0.4</u>	<del>291.9</del> 643	<del>5,086,066</del> 11,203,632
<u>Heavy Industrial (FAR 0.5)</u>	<u>0.3</u>	<del>512.5</del> 160	<del>6,697,350</del> 2,090,880
Public/Institutional (FAR 0.5) <sup>a</sup>	0.3	149.6	1,954,973
<b>City Total</b>		<del>1,105.4</del> 1,104	<del>15,716,884</del> 17,227,980

*Land use designated Schools and Public Facilities*

## A. Disadvantaged Unincorporated Communities (DUC)

### IV.B.1 City of Arvin

The purpose of SB 244, (Wolk, 2011) is to address the complex legal, financial, and political barriers that contribute to regional inequity and infrastructure deficits within disadvantaged unincorporated communities. Including these communities in the long-range planning of a city or county, as required by SB 244, will result in a more efficient delivery system of services and infrastructure including but not limited to sewer, water, and structural fire protection. In turn, investment in these services and infrastructure will result in the enhancement and protection of public health and safety for these communities. More relevant description and requirements of SB 244 are discussed below.

There is no record nor identified disadvantaged unincorporated communities within the current city limits or sphere of influence of Arvin. However, the DUC of Edmundson Acres is located approximately 0.5 mile to the northeast. If the City expands its SOI and annexes lands in that direction, consultation between the City, LAFCo, the County, and residents will need to occur to help the parties determine the feasibility and appropriateness of bringing Edmundson Acres into the city limits as well. As mentioned, the City is open to the idea of annexing Edmundson Acres, which would require that it increase levels of service as follows:

#### IV.B.1.1 Fire Protection

The Kern County Fire Department currently provides service from Station No. 54 in Arvin. No additional service requirements are anticipated.

#### IV.B.1.2 Law Enforcement

The Arvin Police Department would become the primary entity responsible for law enforcement services. As a result of its existing mutual aid agreement with the Kern County Sheriff and the proximity of the Arvin Police headquarters to Edmundson Acres, the City is already involved in law enforcement activities in the area. While the Police Department is striving to increase its existing ratio of sworn officers to population, it is unlikely that annexation of Edmundson Acres would require specific actions to increase service levels.

#### IV.B.1.3 Solid Waste

Mountainside Disposal (Mountainside) currently provides solid waste services to Edmundson Acres. It would continue to do so if the community were annexed into Arvin, although administrative activities (i.e. billing) would be addressed by City staff instead of directly by Mountainside.

#### IV.B.1.4 Wastewater

Since the population of Edmundson Acres currently disposes of wastewater via private septic systems, annexation of the area into Arvin would ultimately require installation of public wastewater facilities and abandonment of the septic systems. City ordinance requires connection when a public sewer is available.

#### IV.B.1.5 Storm Drainage

Similarly, annexation of Edmundson Acres would require an analysis of the City's ability to provide storm drainage, a possible update to the adopted Storm Drainage Master Plan, and potentially installation of conveyance and disposal facilities.

#### IV.B.1.6 Streets

Kern County currently provides road maintenance within Edmundson Acres. If the area were annexed into Arvin, the City would take over those activities. Since county roads generally see less frequent improvement and maintenance, it is likely that the City would need to perform street repairs for reasons of health and safety. Further, the area would benefit from inclusion in the City's capital street improvement program, resulting over time in more sweeping improvements to the street system.

#### IV.B.1.7 Transit

In order to provide transit services to Edmundson Acres, the City of Arvin would have to add a route or routes to its operations. To maintain acceptable levels of service, it would be necessary to purchase one or more additional transit vehicles.

#### IV.B.1.8 Parks

It is likely that residents of Edmundson Acres currently utilize some or all of the four existing City parks as well as the Bear Mountain Recreation & Park District's pool at DiGiorgio Park. Annexation of the area would not be likely to increase use of those facilities.

#### IV.B.1.9 Building & Planning

Any lands annexed into Arvin would then fall under the City's jurisdiction. Any building permits inspections or development-related activities would be addressed by City staff.

#### **IV.B.1.10 Other Service Providers**

The boundaries of all other districts discussed within this MSR report currently encompass Edmundson Acres. Annexation of the community into Arvin would not materially affect the level of services they provide.

### **Senate Bill 244: Land Use, General Plans, and Disadvantaged Communities**

#### **Background/Purpose of SB 244**

Implementing Senate Bill 244 (Wolk, 2011) a new law addressing disadvantaged unincorporated communities. According to legislative findings in SB 244, hundreds of unincorporated communities in California lack access to basic community infrastructure like sidewalks, safe drinking water, and adequate waste processing. These communities range from remote settlements throughout the state to neighborhoods that have been surrounded by, but are not part of, California's fast-growing cities. This lack of investment threatens residents' health and safety and fosters economic, social, and education inequality. Moreover, when this lack of attention and resources becomes standard practice, it can create a matrix of barriers that is difficult to overcome.

The purpose of SB 244 is to begin to address the complex legal, financial, and political barriers that contribute to regional inequity and infrastructure deficits within disadvantaged unincorporated communities. Including these communities in the long-range planning of a city or county, as required by SB 244, will result in a more efficient delivery system of services and infrastructure including but not limited to sewer, water, and structural fire protection. In turn, investment in these services and infrastructure will result in the enhancement and protection of public health and safety for these communities.

#### **Requirements of SB 244**

Under SB 244, there are procedural requirements for both local governments and local agency formation commissions (LAFCo's). These requirements are summarized and the relevant terms are defined below.

#### **Requirements of Local Agency Formation Commission's (LAFCo's)**

SB 244 requires LAFCos to make determinations regarding "disadvantaged unincorporated communities." A "disadvantaged community" is defined as a community with an annual median household income that is less than 80 percent of the statewide annual median household income (Water Code Section 79505.5). Disadvantaged unincorporated communities (DUCs) are defined as "a territory that constitutes all or a portion of a "disadvantaged community" including 12 or more registered voters or some other standard as determined by the commission.

The bill affects LAFCo's operations in three areas:

1. Municipal Service Reviews (MSR) Determinations.
2. Sphere of Influence (SOI) updates on or after July 1, 2012.
3. Annexation approval restrictions of territory adjacent to DUCs.

### **Municipal Service Reviews**

The Cortese-Knox-Hertzberg Act of 2000 requires a local agency formation commission to develop and determine the sphere of influence of each local governmental agency in the county or other area designated by the commission. It also requires the LAFCOs to prepare a municipal service review (MSR), which is a written statement of the commission's determinations with respect to the growth and population projections for the affected area and the present and planned capacity of public facilities and adequacy of public services, financial ability to provide services, opportunities for shared facilities, and accountability for community service needs.

Government Code (GC) Section 56430, as amended by SB 244, now requires LAFCOs to include in the MSR a description of the "location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence." (Gov. Code, § 56430(a)(2).) The MSR must also contain specific written determinations on infrastructure needs or deficiencies related to public facilities and services, including but not limited to sewer, water, and fire protection services in any disadvantaged unincorporated communities within or contiguous to the sphere of influence of a city or special district that provides those services.

### **Sphere of Influence Updates**

In addition to the new requirements for MSRs, GC Section 56425 also requires commissions on or after July 1, 2012, to adopt additional determinations for an update of a sphere of influence (SOI) of a city or special district that provides public facilities and services related to sewer, water, and fire protection. The commission must make determinations regarding the present and probable need for those public facilities and services in any DUCs within the existing sphere of influence.

**NOTICE OF PUBLIC HEARING**  
**Recommendation of Adoption of Amendments to Land Use Element of 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 by the City Council Amend the General Plan by Amending the Land Use Element to be 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: February 12, 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 amendments is to implement the work programs as identified in the approved 2013-2023 Housing Element of the General Plan. Among others, the amendments address the requirements of SB244 relating to disadvantaged communities within a sphere of influence, establish minimum land use densities for land uses, and establish programs designed to ensure that there is no net loss of available sites for high-density residential development. The amendments to the Land Use Element of the General Plan are consistent with the approved 2013-2023 Housing Element and state law. Updates to the Land Use Element of the General Plan will be applicable city-wide.

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 31, 2019, Bakersfield Californian

## ATTACHMENT 1 – WORK PROGRAM GENERAL PLAN LAND USE AMENDMENTS – DECEMBER 2018 (EXCERPTS)

### VI. 2013-2023 Housing Plan

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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

- a) **Sphere of Influence.** A high priority of the City is to promote economic development in and around its boundaries. To accommodate the anticipated economic growth and the housing and public service/facility needs of the community, the City is currently proposing the expansion of its Sphere of Influence (SOI).

As required by the Kern County Local Agency Formation Commission (LAFCO) and to comply with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH Act), the City has

prepared a Municipal Service Review (MSR) for the SOI area, which has not yet been adopted by LAFCO. The MSR evaluates the adequacy of existing and future public services provided by the City and other service districts. It is envisioned the SOI will include retail commercial, residential, mixed-use, parks and schools, and industrial uses. The proposed Arvin SOI expansion is anticipated to total as much as 4.75 square miles or 3,040 acres.

With the expansion of the SOI, the enactment of SB 244 requires LAFCO to make determinations regarding disadvantaged unincorporated communities -- a community with an annual median household income of less than 80 percent of the statewide annual median household income. Disadvantaged unincorporated communities are defined as "a territory that constitutes all or a portion of a disadvantage community including 12 or more registered voters or some other standard as determined by the commission." SB 244 requires LAFCO to include in the MSR a description of the location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.

The community of Edmundson Acres, which is located northeast of the Sunset Boulevard and Tejon Highway intersection in the unincorporated area north of the City of Arvin, includes approximately 65 residential units. Although Edmundson Acres is not located in the proposed SOI, it is adjacent to SOI boundaries and it meets the standards of disadvantaged unincorporated communities.

The MSR must also contain specific written determinations on infrastructure needs or deficiencies related to public facilities and services in any disadvantaged unincorporated communities within or contiguous to the sphere of influence.

SB 244 also requires local governments on or before the next adoption of its housing element to review and update the land use element of its general plan, based on available data, all unincorporated island, fringe (inhabited territory that is within a City's SOI), or legacy (geographically isolated community that is inhabited and has existed for at least 50 years) communities inside or near its boundaries. Arvin's current SOI totals approximately five and one-half acres and is located in the northeastern portion of the City along Tejon Highway. There are no unincorporated islands within the existing City boundaries. There are also no fringe or legacy communities within or adjacent to its existing SOI.

In addition, as part of the City's effort to expand economic develop, the City will examine the impact it may have on affordable housing. If the study determines that displacement of affordable units may occur, then recommendations will be identified to ensure that there is no net loss to Arvin's affordable housing stock.

- Objective:**
  - 1) Adoption of the MSR by LAFCO and expansion of Arvin's SOI to accommodate future economic and housing development.
  - 2) Assess potential impacts of expanding the SOI and economic development on Arvin's affordable housing stock.
  - 3) Update General Plan and Zoning Map to reflect SOI expansion.

**Agency:** City of Arvin and LAFCO

**Financing:** General Fund (if available)

**Time Frame:** Expansion of the SOI is anticipated within five years of adoption of the Housing Element Amendment and updates of the General Plan and Zoning Maps to occur one year after the SOI expansion.

e) **Minimum Units Per Acre and Units Per Site.** In 2012, the City adopted Resolution No. 2012-34 which included amendments to increase the maximum density permitted in the High Residential Density land use designation from 16 units/acre to 24 units/acre, and permit owner-occupied and rental multiple-family residential uses that meet the development standards of the underlying zone (R-3 and R-4) by-right without a CUP or any other local discretionary action. In order to comply with Government Code Section 65583.2(h) and (i), the Zoning Ordinance will be amended to require:

- A minimum density of 16 residential units per acre in the R-3 zone and 21 units per acre in the R-4 zone.
- Adequate sites in the R-3 zone to be of suitable size to accommodate a minimum of 16 units per site; and
- Elimination of any vague and ambiguous requirements, and clearly define the specific role and decision making authority of the City's Community Development Department Director, Planning Commission and City Council.

**Objective:** Amend the development standards in the R-3 and R-4 zoning ordinances.

**Agency:** City of Arvin CDD

**Financing:** General Fund

**Time Frame:** Concurrent with the adoption of the 2013-2023 Housing Element Amendment in

## 18 Adequate Sites Monitoring Program

To ensure that the net future housing capacity can accommodate the City's RHNA figures, the City will continue to maintain an inventory of adequate housing sites for each income category, especially those properties identified in Appendices B and C of this Housing Element. This inventory will detail the amount, type, size, and location of vacant land, recyclable properties and parcels that are candidates for consolidation to assist developers identify land suitable for residential development. The City will annually update the inventory and the number of net units constructed in each income category for that year. If the inventory indicates a shortage of adequate sites to accommodate the remaining share of the City's regional housing need, the City will identify alternative sites so that there is "no net loss" of residential capacity pursuant to Government Code Section 65863.

To facilitate the annual evaluation, the City will continue to implement a formal ongoing project-by-project procedure pursuant to Government Code Section 65863 which will evaluate the identified capacity in the sites inventory relative to projects or other actions potentially reducing density and identify additional sites as necessary. This procedure and annual evaluation will address land zoned for

non-residential or mixed use to determine whether these sites are being developed for uses other than residential. If the City finds non-residential uses occurring on mixed use or non-residentially zoned sites, the City will identify and establish additional sites and/or incentives within six (6) months following the annual evaluation to promote residential development, particularly on sites zoned higher density.

Further, as part of the annual evaluation, the City will monitor and evaluate the effectiveness of programs and incentives to encourage lot consolidation and residential development on non-vacant sites sufficient to accommodate the City's housing needs. The evaluation will consider criteria such as interest in development, project proposals and approvals, lot consolidations, proposed and approved densities, impacts on development costs and the development of housing affordable to lower income households. If these programs are not effective in encouraging and facilitating the redevelopment of identified sites to provide sufficient opportunities to accommodate the City's housing needs, alternative strategies and sites will be identified and established within six months following the annual evaluation.

- Objectives:** 1) Maintain an up-to-date inventory of adequate housing sites for each income category on the City's website
- 2) Perform an annual evaluation to determine whether sites are being utilized for residential development and monitor the effectiveness of programs and incentives

**Agency:** City of Arvin (City Manager and CDD)

**Financing:** General Fund

**Time Frame:** Annually evaluation during the 2017-2023 period with additional sites and/or incentives within six months of the evaluation, if needed. The annual evaluation will be conducted in February/March of each year, prior to the submittal of the annual

ATTACHMENT 2 - INDEX OF PROPOSED AMENDMENTS  
 LAND USE ELEMENT AMENDMENTS IMPLEMENTING THE 2013-2023 HOUSING ELEMENT  
 NOVEMBER – DECEMBER 2018

Item Number	Description	Page Number
1	Cover Page – Added Land Use Element Amendment January XX 2019 Resolution No. 2019- XX	
2	Updated City Council Member Names, Planning Commission Names, City Arvin Staff	
3	Land Use Element Contents – <ul style="list-style-type: none"> <li>• Description of Land Use Designations, Updated January 2019</li> <li>• Added – Disadvantage Community and SB 244 – Updated January 2019</li> </ul>	
4	Safety Element – <ul style="list-style-type: none"> <li>• Noted under separate report - Safety Element (adopted 1988) added section High Risk Fire Hazard January 2019</li> </ul>	
5	Table LU-1 General Plan Land use <ul style="list-style-type: none"> <li>• Amended Table LU-1 Changed Light Industrial and Heavy Industrial percentages</li> </ul>	LU-6
6	Table LU-2 General Plan Land Use and Corresponding Zoning <ul style="list-style-type: none"> <li>• Amended Table LU-2 Added M-2 with M-1 to Light Industrial and Deleted Light Industrial from Heavy Industrial</li> <li>• Noted change from Map to Diagram</li> </ul>	LU-7
7	Figure LU-2 General Plan Land Use Diagram <ul style="list-style-type: none"> <li>• Changed Map to Diagram -Updated City of Arvin General Plan Land Use Diagram (note; deleting Map and renaming as Diagram) Reflecting 2018 Updates and added note that the Land Use Diagram is subject to change and the most current diagram is on file at the Community Development Department</li> </ul>	LU-9
8	Text Amendment - Low Density Residential – R-1 and R-2 Zoning <ul style="list-style-type: none"> <li>• Modified Density range 6 units to 10 units per acre Text Amendment - Low Density Residential</li> </ul>	LU-11
9	Text Amendment - Medium Density Residential <ul style="list-style-type: none"> <li>• Modified density as noted “16 to 21 units per acre”</li> <li>• Established minimum development density of 16 units per acre</li> <li>• Established requirement of the applicant to replace lands should the property be developed less than the minimum density of 16 units per acre</li> </ul>	LU-11

10	<p>Text Amendment -High Density Residential – R-4 Zoning</p> <ul style="list-style-type: none"> <li>• Modified Density Range 21 to 24 units per acre</li> <li>• Established minimum development density of 21 units per acre</li> <li>• Established requirement of the applicant to replace lands should the property be developed less than the minimum density of 21 units per acre</li> </ul>	LU-11a
11	<p>Text Amendment - Holding Capacity</p> <ul style="list-style-type: none"> <li>• Modified to reflect Tables LU-3 and LU-4</li> </ul>	LU- 14
12	<p>Table LU-3 Residential Capacity, Updated January 2019</p> <ul style="list-style-type: none"> <li>• Modified Residential Density, Dwelling Units, and Estimated Total Population Estimate up to 54,413</li> </ul>	LU-15
13	<p>Table LU-4 – Commercial, Industrial and Public Use Capacity – Updated January 2019</p> <ul style="list-style-type: none"> <li>• Changed acreage as modified under Table LU-1 and recalculated square footage capacity for Light Industrial and Heavy Industrial – resulting in a change for 15,716,884 sq. ft. to 17,227,980 sq. ft.</li> </ul>	LU-15
14	<p>Text Amendment - Added Subsection A. Disadvantaged Unincorporated Communities (DUC) as is required by SB 244 with the Housing Element Update.</p>	LU-23 to LU - 27



## CITY COUNCIL STAFF REPORT

Meeting Date: February 12, 2019

<b>TO:</b>	City Council n
<b>FROM:</b>	Jerry Breckinridge, City Manager Jake Raper, City Planner – Contract JAS Consultant
<b>SUBJECT:</b>	<b>An Ordinance of the City Council of the City of Arvin Amending the following sections of the Arvin Municipal Code: Add Section 17.02.505 and Amend Section 17.02.185, Section 17.02.260, And Section 17.02.655 Of Chapter 17.02 Of Title 17; Amend Section 17.05.020, Section 17.05.030, and Sections 17.02.050 Through 17.05.080 Of Chapter 17.05 Of Title 17; Amend Section 17.10.080 Of Chapter 17.10 Of Title 17; Amend Section 17.12.020, Section 17.12.025, And Section 17.12.070 Of Chapter 17.12 Of Title 17; Amend Section 17.14.020 And Section 17.14.070 Of Chapter 17.14 Of Title 17; Amend Section 17.50.150 Of Chapter 17.50 Of Title 17; And Amend Section 17.60.010, Section 17.60.040, Section 17.60.050, And Section 17.60.060 Of Chapter 17.60 Of Title 17 Of The Arvin Municipal Code; And Adopt An Exemption Pursuant To The California Environmental Quality Act.</b>

### RECOMMENDATION

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

- Add Section 17.02.505; and Amend Section 17.02.185, Section 17.02.260, Section 17.02.655, Section 17.05.020, Section 17.05.030, Sections 17.05.050 through 17.05.080, Section 17.10.080, Section 17.12.020, Section 17.12.025, Section 17.12.070 Section 17.14.020, Section 17.14.070, Section 17.50.150, Section 17.60.010, Section 17.60.040, Section 17.60.050, and Section 17.60.060.
- Adopt an Exemption Pursuant To The California Environmental Quality Act (at second reading).

### BACKGROUND

The Planning Commission on January 12, 2019 conducted a public hearing relating to the Text Amendment No. 2019-01 and has recommended adoption of the proposed code amendments to the various sections of Title 17 Zoning which implement the 2013-2023 Housing Element work programs and has recommended that the City Council accept that the project is exempt per 01159.0005/518412.3

California Environmental Quality Act (CEQA) finding under CEQA Guidelines Section 15061(b)(3).

The adopted 2013-2023 Housing Element established a number of work programs which require amendments to the City's zoning ordinance that would bring City Codes into compliance with the requirements of State of California Housing laws. These updates include definitions, elimination of unit size in the R-2-7.5 zone district, establishment of minimum housing unit densities for the R-3 and R-4 Zone Districts, clarifying the role of decision maker's roles in reviewing projects, etc. In conjunction with the Housing Element work programs, the Planning Commission has also recommended adoption of an updated Safety Element, adopted by the City Council on January 22, 2019, and recommended updating the Land Use Element of the General Plan, which address among other items SB 244 Disadvantage Communities, housing densities, and a no net loss of high density residential lands.

### **CEQA REVIEW**

Staff has conducted initial assessment of the project, concluded that the proposed code amendments are exempt pursuant to CEQA Guidelines, Section 15061(b)(3), as there is no possibility that the amendments to the Title 17 of the Municipal Code as proposed by Text Amendment No. 2019-01 may have a significant effect on the environment because of the following reasons:

- The amendments relate to the establishment, modification, and implementation of the various work programs implements and is consistent with the updated Housing Element, Land Use Element and Safety Element. As these updates, have already been assessed, no further environmental assessment is required.
- The amendments will not have a significant effect or physical change to the environment, because they relate to and implements various Governmental Codes which implements the 2013-2023 Housing Element work programs ensuring the City's zoning ordinance is in compliance with state-mandated criteria and policy.

### **EXHIBITS AND ATTACHMENTS**

ORDINANCE NO. XXX - An Ordinance of the City Council of the City Of Arvin, Adopting Text Amendment No. 2019-01 To Add Section 17.02.505, Amend Section 17.02.185, Section 17.02.260, And Section 17.02.655 Of Chapter 17.02 Of Title 17; Amend Section 17.05.020, Section 17.05.030, and Sections 17.02.050 Through 17.05.080 Of Chapter 17.05 Of Title 17; Amend Section 17.10.080 Of Chapter 17.10 Of Title 17; Amend Section 17.12.020, Section 17.12.025, And Section 17.12.070 Of Chapter 17.12 Of Title 17; Amend Section 17.14.020 And Section 17.14.070 Of Chapter 17.14 Of Title 17; Amend Section 17.50.150 Of Chapter 17.50 Of Title 17; And Amend Section 17.60.010, Section 17.60.040, Section 17.60.050, And Section 17.60.060 Of Chapter 17.60 Of Title 17 Of The Arvin Municipal Code; And Adopt An Exemption Pursuant To The California Environmental Quality Act.

**Attachment 1** – 2013-2023 Housing Element Update – Work Program (excerpts)

**Attachment 2** – Working Copy of Title 17 Amendments

**Attachment 3** – Govt Code 65915-65918 Density Bonus

01159.0005/518412.3

## ORDINANCE NO. XXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN, ADOPTING TEXT AMENDMENT NO. 2019-01 TO ADD SECTION 17.02.505 AND AMEND SECTION 17.02.185, SECTION 17.02.260, AND SECTION 17.02.655 OF CHAPTER 17.02 OF TITLE 17; AMEND SECTION 17.05.020, SECTION 17.05.030 AND SECTIONS 17.05.050 THROUGH 17.05.080 OF CHAPTER 17.05 OF TITLE 17; AMEND SECTION 17.10.080 OF CHAPTER 17.10 OF TITLE 17; AMEND SECTION 17.12.020, SECTION 17.12.025, AND SECTION 17.12.070 OF CHAPTER 17.12 OF TITLE 17; AMEND SECTION 17.14.020 AND SECTION 17.14.070 OF CHAPTER 17.14 OF TITLE 17; AMEND SECTION 17.50.150 OF CHAPTER 17.50 OF TITLE 17; AND AMEND SECTION 17.60.010, SECTION 17.60.040, SECTION 17.60.050, AND SECTION 17.60.060 OF CHAPTER 17.60 OF TITLE 17 OF THE ARVIN MUNICIPAL CODE; AND ADOPT AN EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

**WHEREAS**, on September 19, 2017, the City Council adopted Resolution No. 2017-92 Initiating Code Amendments to Title 17 –Zoning, which authorized the City Manager and/or Community Development Director to initiate code amendments to Title 17 to accomplish updates to the Municipal Code; and

**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 of which updates and amendments to the General Plan and Zoning Ordinances are required; and

**WHEREAS**, Text Amendment No. 2019-01, consisting of zoning code amendments to Title 17 of the Arvin Municipal Code, has been initiated to address density bonus, transition and supportive housing, definition of “family,” establish minimum units per acre and units per site, removal of minimum unit size, establish no net loss program for high density residential zones, establishing approval of high density residential by Site Development Permit, and related items; and

**WHEREAS**, said amendments are consistent with the goals, policies and objectives of the General Plan, including the recently approved 2013-2023 Housing Element, and updates the Safety and Land Use Elements of the General Plan which are currently being considered for approval by the City; and

**WHEREAS**, on January 15, 2019 the Planning Commission held a public hearing at a regular Planning Commission meeting and considered whether to recommend the adoption of the proposed updates to Title 17 of the Arvin Municipal Code; and

**WHEREAS**, after consideration of all items before it, the Planning Commission did recommend that the City Council adopt Text Amendment No. 2019-01, consisting of zoning code amendments to Title 17 of the Arvin Municipal Code, and adopt a finding under California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3).

**WHEREAS**, the public hearing of this matter before the City Council was duly noticed in accordance with local requirements and state requirements;

**WHEREAS**, on February 12, 2019 the City Council conducted a public hearing regarding the introduction and first reading of this ordinance, during which it received a staff presentation, any testimony from members of the public, and considered the recommendation of the Planning Commission;

**WHEREAS**, after considering all public testimony and receiving information provided to date, the City Council voted to waive the first reading and introduce Text Amendment No. 2019-01, which proposes zoning code amendments to Title 17 of the Arvin Municipal Code;

**WHEREAS**, on \_\_\_\_\_ the City Council then considered the proposed ordinance for final adoption at another public hearing, including an attendant California Environmental Quality Act (CEQA) finding for the project; and

**WHEREAS**, the public was again provided an opportunity to comment on Text Amendment No. 2019-01, and any public testimony and evidence, both written and oral, was considered by the City Council; and

**WHEREAS**, the City Council desires to proceed with the adoption of Text Amendment No. 2019-01; and

**WHEREAS**, the City Council has duly considered all information presented to it, including the Planning Commission findings, Planning Commission Resolution, written staff report(s), research, testimony and other evidence provided at the public hearings and received by the City, as well as its prior legislative approvals and enactments.

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

**Section 1.** The City Council finds and determines that the above recitals are true and correct and incorporated herein by reference.

**Section 2.** The City Council determines, and adopts a finding pursuant to CEQA Guidelines, Section 15061(b)(3), that here is no possibility that the amendments to the Title 17 of the Municipal Code as proposed by Text Amendment No. 2019-01 may have a significant effect on the environment because of the following reasons:

- The amendments relate to the establishment, modification, and implementation of the various work programs implements and is consistent with the updated Housing Element, Land Use Element and Safety Element. As these updates have already been assessed, no further environmental assessment is required.
- The amendments will not have a significant effect or physical change to the environment, because they relate to and implements various Governmental Codes which implements the 2013-2023 Housing Element work programs ensuring the City’s zoning ordinance is in compliance with state-mandated criteria and policy.

**Section 3.** The City Council finds that the proposed Text Amendment No. 2019-01 updates to Title 17 of the Arvin Municipal Code implement the previously approved 2013-2023 Housing Element of the General Plan and are otherwise consistent with the goals, policies and objectives the of the General Plan, including the approved, or concurrently being considered for approval, updates to the Safety and Land Use Elements of the General Plan, as well as all applicable Specific Plans. The City Council of the City of Arvin, based on its own independent judgment, further finds that Text Amendment No. 2019-01 promotes and protects the health, safety, welfare, and quality of life of City residents.

**Section 4.** The Arvin Municipal Code is hereby amended to read, in its entirety, as is set forth in the attached Exhibit “A” and incorporated in full by reference, which adds Section 17.02.505 and amends Section 17.02.185, Section 17.02.260, and Section 17.02.655 of Chapter 17.02 of Title 17; amends Section 17.05.020, Section 17.05.030, and Sections 17.05.050 through 17.05.080 of Chapter 17.05 of Title 17; amends Section 17.10.080 of Chapter 17.10 of Title 17; amends Section 17.12.020, Section 17.12.025, and Section 17.12.070 of Chapter 17.12 of Title 17; amends Section 17.14.020 and Section 17.14.070 of Chapter 17.14 of Title 17; amends Section 17.50.150 of Chapter 17.50 of Title 17; and amends Section 17.60.010, Section 17.60.040, Section 17.60.050, and Section 17.60.060 of Chapter 17.60 of Title 17 of the Arvin Municipal Code.

**Section 5.** If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

**Section 6.** The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Arvin and shall cause this ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

**Section 7.** This ordinance shall be effective thirty (30) days following its adoption.

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**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council of the City of Arvin after waiving reading, except by Title, at a regular meeting thereof held on the \_\_\_ 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

APPROVED AS TO FORM:

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

## EXHIBIT "A"

**Section 1.** Section 17.02.505 is added to Chapter 17.02 of Title 17 of the Arvin Municipal Code is added to read, in its entirety, as follows:

17.02.505 – Planning director.

“Planning director” shall refer to that person designated by the city manager as the planning director. In the absence of a planning director, the “director of administrative services” shall mean the “planning director” for all references to “planning director” in the Arvin Municipal Code. In the absence of a director of administrative services, the city manager, or designee, shall serve as the “planning director” for all references thereto in the Arvin Municipal Code.

**Section 2.** Section 17.02.185 of Chapter 17.02 of Title 17 of the Arvin Municipal Code is amended to read, in its entirety, as follows:

17.02.185 - Density bonuses and other incentives.

“Density bonuses and other incentives” shall have the same meaning as it is defined in Government Code, ~~section 65915(f)~~ Title 7, Planning and Land Use (sections 65000 – 66499.58), Division 1, Planning and Zoning [sections 65000 - 66103], Chapter 4.3. Density Bonuses and Other Incentives [sections 65915 - 65918], as may be amended.

**Section 3.** Section 17.02.260 of Chapter 17.02 of Title 17 of the Arvin Municipal Code is amended to read, in its entirety, as follows:

17.02.260 - Family.

“Family” ~~means an individual, or two (2) or more persons related by blood or marriage or legal adoption[s], or a group of six (6) or fewer unrelated persons, living in a dwelling shall be defined by the maximum number of individuals permitted in a given residential space per the standards of the Uniform Housing Code and/or the California Building Code as applicable; generally defined as an individual or a group of individuals, related or unrelated, living together as a single housekeeping unit in a dwelling unit, not including a fraternity, sorority, club, or other group of persons occupying a hotel, lodging house, or institution of any kind.~~

**Section 4.** Section 17.02.655 of Chapter 17.02 of Title 17 of the Arvin Municipal Code is amended to read, in its entirety, as follows:

17.02.655 - Transitional housing.

“Transitional housing” (per Health and Safety Code 50675.2(h)) means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six ~~(6)~~ months. Transitional housing shall be allowed in all residential zones and shall be required to conform to the requirements of any residential development standards.

**Section 5:** Section 17.05.020 of Chapter 17.05 of Title 17 of the Arvin Municipal Code is  
01159.0005/518412.3

amended to read in its entirety as follows:

17.05.020 - Application for approval—Review procedure.

- A. An application for administrative approval shall be submitted to the planning director on a form prescribed by the planning director. The application shall include a statement of the use proposed and a site plan prepared in accordance with, and subject to, the provisions of Section 17.60.020.
- B. The planning director shall review the proposed use to ascertain all the facts pertinent thereto and, in writing, shall state either approval or disapproval of the proposed use, together with ~~his~~ findings and reasons for such decision, within ten (10) days, excluding Saturday, Sundays, and legal holidays, of the filing of the application.
- C. In approving the use, the planning director shall impose such conditions and requirements as may be applicable as set forth in Sections 17.60.040, ~~and 17.60.050.060,~~ and Chapter 17.70 of this Title.

**Section 6:** Section 17.05.030 of Chapter 17.05 of Title 17 of the Arvin Municipal Code is amended to read in its entirety as follows:

17.05.030 - Grant of application—Findings required.

- A. The ~~planning~~ director may grant an application for administrative approval as the permit was applied for, or in modified form, if, on the basis of the application and evidence submitted, the planning director is ~~he is~~ able to make the findings set forth in Section 17.60.~~050~~040, plus the following additional findings:
  1. That the use will not involve any process, equipment or materials which, in the opinion of the planning director, will be objectionable to persons living or working in the vicinity by reason of odor, fumes, dust, smoke, cinders, dirt, refuse, water-carried wastes, noise, vibration, illumination, glare, or unsightliness, or to involve any hazard of fire or explosion; and
  2. That the proposed use will be harmonious with existing structures and uses of land in the vicinity;
  3. That proposed signs will not by size, location or lighting interfere with traffic or limit visibility.
  4. That the proposed use shall cause all necessary improvements of needed public facilities as identified by the city.
  5. That the proposed use shall create, join and/or participate in the formation of community facilities district(s), lighting and landscape maintenance district(s), or other mechanisms to off-set current and future long-term maintenance of physical improvements to all necessary facilities such as road improvements, storm drainage facilities, sewer facilities, etc.
- B. In making such findings, the planning director shall consult with the city engineer to assure that approvals will be consistent with established legislative policies relating to traffic safety, street dedications, and street improvements.

**Section 7:** [RESERVED]

**Section 8:** Section 17.05.050 of Chapter 17.05 of Title 17 of the Arvin Municipal Code is amended to read in its entirety as follows:

17.05.050 - Appeal to the ~~P~~planning commission.

The applicant or any aggrieved person may appeal, in writing and shall pay the established appeal fee as adopted by the city council setting forth ~~the his~~reason(s) for such appeal to the commission. Such appeal shall be filed with the ~~planning director-city clerk~~ within fifteen (15) days after the mailing of the notice of such decision. The appeal shall be placed on the agenda of the commission's next regular meeting after the planning director decision; provided, however, if the planning director's decision occurs within ten (10) days of the next regular meeting of the commission, the appeal shall be placed on the agenda of the commission's second regular meeting following the decision of the planning director. The commission shall set a date for the public hearing for consideration of the appeal. The commission shall review the site plan de novo and shall approve, approve with conditions, or disapprove, based on the findings set forth in Section 17.05.030. The decision of commission shall be final unless appealed to the council in accordance with Section 17.54.130 Decisions-Granting or denial – Notice.

**Section 9:** Section 17.05.060 of Chapter 17.05 of Title 17 of the Arvin Municipal Code is amended to read in its entirety as follows:

17.05.060 - Appeals to the council.

The applicant or any aggrieved person may appeal, in writing and shall pay the established appeal fee as adopted by the council, setting forth ~~his~~reason(s) for such appeal to the council. Such appeal shall be filed with the city clerk within fifteen (15) days after the commission's decision. The appeal shall be placed on the agenda of the council's next regular meeting after the appeal is filed. The council shall set a date for the public hearing for consideration of the appeal. The council shall review de novo the site plan and shall approve, approve with conditions, or disapprove, based on the findings set forth in Chapter 17.60 of this Code. The decision of the council shall be final.

**Section 10:** Section 17.05.070 of Chapter 17.05 of Title 17 of the Arvin Municipal Code is amended in its entirety to read as follows:

Section 17.05.070 – Building permits – Conditions

Before a building permit shall be issued for any building or structure proposed as part of an approved application for administrative approval, the building ~~division department~~ shall secure written approval from the planning ~~director-department~~ that the proposed structure and/or building location is in conformity with the site plan and conditions approved by the ~~planning department~~ planning director. Before a building may be occupied or before final inspection, the building official/ inspector shall certify to the planning director that the site has been developed in accordance with the site plan and conditions approved by the planning director.

**Section 11:** Subsection C of Section 17.05.080 of Chapter 17.05 of Title 17 of the Arvin Municipal Code is amended, and new Subsection I is added to Section 17.05.080 of Chapter

17.05 of Title 17 of the Arvin Municipal Code, to read as follows:

17.05.080 - Permitted uses designated—Administrative approval.  
The following uses may be permitted in accordance with the provisions of Chapter 17.60 of this title:

...  
C. Enclosed temporary construction materials storage yards required in connection with the development of subdivisions, remodeling of existing structures, temporary subdivision sales offices and signs, and model home display areas, and similar activities as may be determined by the planning director in accordance with the regulations set forth in Chapter 17.4860 and 17.70;

...  
I. Other activities not listed in Chapter 17.60.

**Section 12:** Section 17.10.080 of Chapter 17.10 of Title 17 of the Arvin Municipal Code is amended to read, in its entirety, as follows:

17.10.080 - R-2-7.5 zone.  
Uses permitted in the R-2-7.5 zone are as follows:  
A. In the R-2-7.5 zone the lot sizes shall not be less than seven thousand five hundred (7,500) square feet in size;  
B. The minimum lot area per dwelling shall be not less than three thousand seven hundred fifty (3,750) square feet in size;  
~~C. In the R-2-7.5 zone the residential dwelling area for each unit shall not be less than one thousand two hundred (1,200) square feet in size;~~  
~~C.D.~~ Only two-family dwellings shall be allowed in the R-2-7.5 zone; and  
~~D.E.~~ In the R-2-7.5 zone there shall be a rear yard behind every residential dwelling of not less than fifteen (15) feet.

**Section 13:** Section 17.12.020 of Chapter 17.12 of Title 17 of the Arvin Municipal Code is amended in its entirety to read as follows:

17.12.020 - Permitted uses.  
Uses permitted in an R-3 zone are as follows:  
A. ~~Any use permitted in the R-1 and R-2 zones~~ Residential development with a minimum development of 16 units per acre subject to Chapter 17.05 Uses Permitted Subject to Administrative Approval and upon meeting the development criteria contained in Chapter 17.70;  
~~B. Three family dwellings, four family dwellings, and bungalow courts;~~  
~~B.~~ €The accessory buildings and structures necessary to such use located on the same lot or parcel of land; and  
~~C.D.~~ Home occupation permits by administrative approval, subject to the conditions contained in subsection 17.08.020.D.

**Section 14:** Section 17.12.025 of Chapter 17.12 of Title 17 of the Arvin Municipal Code is amended in its entirety as follows:

17.12.25 –~~Other Uses~~ -PermittedUses:

~~The following uses are permitted in an R-3 zone when approved as per Chapter 17.05, Uses Permitted Subject to Administrative Approval.~~

~~A. Uses designated in Section 17.05.080.~~

~~B. Residential care facilities with seven (7) or more persons will be allowed with administrative approval (conditional use).~~

A. Other uses may be permitted as authorized by the Municipal Code where equal to, or greater, land area is provided to replace and/or provide a residential development of at least 16 units per acre concurrent to or prior to development of the other use.

B. Residential development over 16 units per acre shall be subject to a Conditional Use Permit or Planned Development overlay zone and shall meet other Federal, State and Municipal Code requirements.

**Section 15:** Section 17.12.070 of Chapter 17.12 of Title 17 of the Arvin Municipal Code is amended to read in part as follows:

17.12.070 - Area requirements.

In the R-3 zone, the minimum lot area, meeting the minimum 16 units per acre, shall be six thousand (6,000) square feet. The minimum lot area per dwelling unit shall be ~~one thousand five hundred~~ two thousand seven hundred (2,700+500) square feet; provided, however, that when a lot has less area than required by this section and was recorded on March 8, 1965, such lot may be occupied by not more than one (1) dwelling unit for each one thousand five hundred (1,500) square feet. Development shall not exceed the land use density as established in the General Plan Land Use Element and/or permitted by State Law.

**Section 16:** Section 17.14.020, of Chapter 17.14 of Title 17 of the Arvin Municipal Code is amended, in its entirety, to read as follows:

17.14.020 - Permitted uses.

Uses permitted in an R-4 zone are as follows:

~~A. Any use permitted in the R-1, R-2 or R-3 zones Residential development with a minimum development of 21 units per acre subject to Chapter 17.05 Uses Permitted Subject to Administrative Approval and upon meeting the development criteria contained in Chapter 17.70; B. Group dwellings; multiple family dwellings and apartment houses; churches, schools, elementary, or high; day nurseries; nursery schools; boardinghouses and rooming houses; institutions of educational, philanthropic or eleemosynary nature; lodge halls; and private clubs, except clubs the chief activity of which is a service customarily carried on as a business;~~

B. C. The accessory buildings and structures necessary to such use located on the same lot or parcel of land;

C. Home occupation permits by administrative approval, subject to the conditions contained in subsection 17.08.020.D.

**Section 17:** Section 17.14.025, of Chapter 17.14 of Title 17 of the Arvin Municipal Code is amended, in its entirety, to read as follows:

17.14.025 –~~Permitted uses~~ –Administrative approval Other Uses-Permitted.

The following uses are permitted in an R-4 zone when approved as per Chapter 17.05, Uses Permitted Subject to Administrative Approval:

- A. ~~Uses designated in Section 17.05.080.~~ Other uses may be permitted as authorized by the Arvin Municipal Code where equal to, or greater, land area is provided to replace and/or meet a residential development of 21 units per acre concurrent to or prior to development of the other use.
1. Other uses permitted subject to administrative permit, it development permit and/or conditional use permit, subject to this Subsection, shall mean:
    - a. Uses designated in Section 17.05.080.
    - b. Residential care facilities with seven (7) or more persons will be allowed with administrative approval (conditional use).
    - c. Group dwellings; multiple-family dwellings and apartment houses; churches, schools, elementary, or high; day nurseries; nursery schools; boardinghouses and rooming-houses; institutions of educational, philanthropic or eleemosynary nature; lodge halls; and private clubs, except clubs the chief activity of which is a service customarily carried on as a business;
- B. ~~Residential care facilities with seven (7) or more persons will be allowed with administrative approval (conditional use)~~ Residential development over 21 units per acre shall require a conditional use permit or planned unit development overlay zone and shall meet other Federal, State and Municipal Code requirements.

**Section 18:** Section 17.14.070 of Chapter 17.14 of Title 17 of the Arvin Municipal Code is hereby amended to read in part as follows:

17.14.070 - Area requirements.

In the R-4 zone, the minimum lot area shall be six thousand (6,000) square feet. The minimum lot area per dwelling unit shall be ~~twoone~~ thousand ~~(2,0001,000)~~ square feet; provided, however, that when a lot has less area than required by this section and was recorded on March 8, 1965, such lot may be occupied by not more than one (1) dwelling unit for each ~~twoone~~ thousand ~~(2,0001,000)~~ square feet. Development shall not exceed the land use density as established in the General Plan Land Use Element and/or other uses permitted by State Law, i.e such as density bonuses or residential development.

**Section 21:** Section 17.50.150 of Chapter 17.50 of Title 17 of the Arvin Municipal Code is hereby amended to read in its entirety as follows:

17.50.150 Density bonuses, concessions and incentives.

A. ~~Purpose. The purpose of a density bonus is to encourage developers to construct affordable housing for "target households" as defined by the Government Code. A density bonus can be approved by Arvin if a housing developer agrees to construct a certain percentage of units for target households and agrees to maintain their affordability for a specific time period.~~

B. ~~Density bonuses, concessions and incentives shall be granted and implemented pursuant to the terms and conditions set forth in Government Code, section 65915, as may be amended.~~

C. ~~Application and Fees. An application for a density bonus, concessions and/or incentives shall be made to the planning department at the time the application for the associated~~

~~development entitlement or permit is submitted on a form proscribed by the department. The application shall be accompanied by a fee set by resolution of the city council.~~

~~D. Report and Findings. The planning department shall evaluate the application to determine if the proposed development entitlement or permit qualifies for a density bonus or for one (1) or more concessions or incentives and shall notify applicant in writing of the planning department's determination. If the planning department determines the proposed development entitlement or permit qualifies for a density bonus or for one (1) or more concessions and/or incentives, applicant shall submit to the planning department for its review and approval all legal documents, including any covenants or agreements, required by Government Code, section 65915 as conditions to the granting of the density bonus, concessions and/or incentives prior to city's consideration of approval of the associated development entitlement or permit. After the planning department receives these legal documents, from the applicant it shall complete the processing of the associated development entitlement or permit, with the incorporated density bonus, concessions and/or incentives, pursuant to the requirements set forth in the Arvin Municipal Code for such development entitlements or permits.~~

- A. Purpose. This chapter is adopted in accordance with Section 65915 et seq., of the California Government Code, as may be amended. The purpose of this chapter is to establish a density increase and incentive program to provide both density increases and other incentives for owner-occupied and rental housing developments to encourage the creation of housing affordable to moderate, low, and very low-income households, and to encourage the creation of housing for senior citizens. As used in this chapter, density bonus units are those units designated for senior citizens, or very low, low, or moderate-income households that qualified the housing project for award of a density bonus or other incentives.
- B. Applicable zoning districts. This chapter shall be applicable to all zoning districts that allow residential uses.
- C. Qualifications. All proposed housing developments that qualify under California Government Code Section 65915 for a density increase and other incentives, and any qualified land transfer under California Government Code Section 65915 shall be eligible to apply for a density bonus (including incentives and/or concessions) consistent with the requirements, provisions and obligations set forth in California Government Code Section 65915 et seq.
- D. Density increase and other incentives. The city of Arvin shall grant qualifying housing developments and qualifying land transfers a density bonus, consistent with California Government Code Section 65915 et seq., and incentives or concessions also as described in California Government Code Section 65915 et seq.
- E. An application for a density increase or other incentives under this chapter for a housing development shall be submitted in writing to the planning division of the city of Arvin to be processed concurrently with all other entitlements of the proposed housing development. The proposal must also be accompanied by a standard city application and fee is in addition to the processing of any concurrent entitlements or projects.
- F. The application for a housing development shall contain information sufficient to fully evaluate the request under the requirements of this chapter, and in connection with the project for which the request is made, including, but not limited to, the following:
1. A brief description of the proposed housing development;
  2. The total number of housing units proposed in the development project, including

- unit sizes and number of bedrooms;
- 3. The total number of units proposed to be granted through the density increase and incentive program over and above the otherwise maximum density for the project site;
- 4. The total number of units to be made affordable to or reserved for sale, or rental to, very low, low or moderate-income households, or senior citizens, or other qualifying residents;
- 5. A list of any concession(s) or incentive(s) being requested to facilitate the development of the project, and a description of why the concession(s) or incentive(s) is needed; and
- 6. Any other information as determined by the community development director necessary to process and evaluate the proposal consistent with the provisions of California Government Code Section 65915 et seq.
- E. The application shall be considered by the approving authority at the same time it considers the project for which the request is being made. The request shall be approved if the applicant complies with the provisions of California Government Code Section 65915 et seq.
- F. Retention. Consistent with the provisions of California Government Code Section 65915 et seq., prior to a density increase or other incentives being approved for a project, the city of Arvin and the applicant shall agree to an appropriate method of assuring the continued availability of the density bonus units.

**Section 22:** Section 17.60.10 of Chapter 17.60 of Title 17 of the Arvin Municipal Code is hereby amended to read in part as follows:

- 17.60.010 - Intent and purpose—Affected zones.
- A. To insure that certain types of proposed developments will serve to achieve a group of facilities which will be well related one to another, and which, taken together, will result in a well-composed design, and to meet the city ordinances, site development permits shall be required for the development or expansion of the following:
    - 1. Mobile home parks, travel trailer parks, airports and building complexes ~~encompassing more than one (1) acre;~~
    - 2. ~~Building projects costing more than fifty thousand dollars (\$50,000) in any C commercial or M industrial or more than twenty five thousand dollars (\$25,000) in any R 3 and R 4 multiple family residential or PUD planned unit development district~~ Multi-family residential development within the R-3 and R-4 Zone District;
    - ~~32.~~ 32. Use of any structure vacant for more than ninety (90) days;
    - ~~43.~~ 43. Change of use from an existing use to a heretofore new use at that location;
    - ~~54.~~ 54. New Development; or
    - ~~65.~~ 65. Expansion of existing structures.
  - B. A site development permit shall be secured prior to the issuance of a building permit for any of the items listed in 1, 2, 3, 4, 5 and 6, above.

**Section 23:** Section 17.60.040 of 17.60 of Title 17 of the Arvin Municipal Code is hereby amended in part to read as follows:

17.60.040- Application—Criteria for review.

01159.0005/518412.3

- A. Site development permits may be granted by the ~~city planner~~ community development director, the planning commission or the city council. Within forty-five (45) days of the receipt of any application for a site development permit, the ~~city planner~~ planning director shall review the application and render ~~his~~ his decision to approve, conditionally approve, or deny the application. In reviewing any such application, the following should be considered:
1. Compliance with all applicable laws and ordinances;
  2. Compliance with all applicable city policies duly adopted by a majority vote of the planning commission or the city council; and
  3. Conformance to latest accepted planning and engineering standards covering the following area: site layout, building appearance and structural design, landscaping, water and sewer service and other utilities, surface drainage and erosion control, fire protection, access, traffic circulation and parking.
- B. Before approving or conditionally approving any such application, the ~~city planner~~ planning director shall find that under the circumstances of the particular case, the proposed use or buildings will not be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the neighborhood.
- C. Level of Review: The site development permit is subject to review by the council, commission or planning director as follows:
1. Planning director - Review of the following projects that do not otherwise require commission review:
    - a. Remodeling of interior and/or exterior of existing buildings;
    - b. Change of use of existing buildings where no site improvements are required;
    - c. Mobile home parks, travel trailer parks, airports and building complexes encompassing less than one (1) acre;
    - d. Existing structures vacant for more than 90 days;
    - e. New structures less than 1,000 square feet;
    - f. Expansion of existing structures of less than 50% and limited site improvements are required;
    - g. Multi-family residential development within the R-3 Zone district with a minimum development of, and not to exceed, 16 units per acre; or
    - h. Multi-family residential development within the R-4 Zone district with a minimum of, and not to exceed, 21 units per acre.
  2. Planning commission - Review of the following projects:
    - a. New development of 1,001 square feet or more;
    - b. Expansion of existing structures by more than 50%;
    - c. Change of use of existing structures where site improvements are required;
    - d. Mobile home parks, travel trailer parks, airports and building complexes encompassing more than one (1) acre;
    - e. All other development requiring a site development permit not listed in Subsection C.1, above.
  3. The planning director may refer review of a site development permit to the commission, or the commission may refer review of a site development permit to the council, for review and action. Such referrals may be at the discretion of the referring body or person.
  4. Site development improvements are required consistent with Chapter 17.70.

01159.0005/518412.3

**Section 24:** Section 17.60.050 of Chapter 17.60 of Title 17 of the Arvin Municipal Code is hereby amended to read, in its entirety, as follows:

17.50.050 - Appeals.

If the applicant or any aggrieved party is dissatisfied with the decision of the ~~city planner~~ planning director, ~~he~~ the applicant or any aggrieved party may appeal the decision in accordance with the procedures outlined in this chapter for the appeal of decisions on use permits.

**Section 25:** Section 17.60.060 of Chapter 17.60 of Title 17 of the Arvin Municipal Code is hereby amended to read, in its entirety, as follows:

17.60.060 - Attachment of conditions.

In granting a site development permit, the ~~city planner~~ planning director, planning commission or city council shall attach whatever conditions are reasonable and necessary to fulfill the intent and purposes of this chapter. Such conditions and the application as approved shall be a part of such site development permit, and all changes in the use of appearance of land or buildings permitted by such permit shall be in accordance with the specified conditions and application as approved. Issuance of a site development permit may be made subject to guarantees and evidence that attached conditions are being or will be complied with.

[END OF EXHIBIT “A”]

## NOTICE OF PUBLIC HEARING

### Recommendation of Adoption of Text Amendment No. 2019-01, Proposing Amendments to Arvin Municipal Code, Title 17 Zoning

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 by the City Council Adopt Text Amendment No. 2019-01 To Add Section 17.02.505, Amend Section 17.02.185, Section 17.02.260, And Section 17.02.655 Of Chapter 17.02 Of Title 17; Amend Section 17.05.020, Section 17.05.030, and Sections 17.02.050 Through 17.05.080 Of Chapter 17.05 Of Title 17; Amend Section 17.10.080 Of Chapter 17.10 Of Title 17; Amend Section 17.12.020, Section 17.12.025, And Section 17.12.070 Of Chapter 17.12 Of Title 17; Amend Section 17.14.020 And Section 17.14.070 Of Chapter 17.14 Of Title 17; Amend Section 17.50.150 Of Chapter 17.50 Of Title 17; And Amend Section 17.60.010, Section 17.60.040, Section 17.60.050, And Section 17.60.060 Of Chapter 17.60 Of Title 17 Of The Arvin Municipal Code; And Adopt An Exemption Pursuant To The California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3).

#### Arvin City Council Public Hearing Information

Date: February 12, 2019  
 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 hearing is to consider a proposed ordinance updating the zoning ordinance of the Arvin Municipal Code consistent with the most recent adopted Housing Element of the Arvin General Plan. Among others, the updates address density bonus, transition and supportive housing, definition of “family,” establish minimum units per acre and units per site, removal of minimum unit size, establish no net loss program for high density residential zones, establish approval of high density residential by Site Development Permit, and related items. The updates to the ordinance will be city-wide, but as a practical matter will only apply to areas that are zoned residential.

Additional information on the proposed project, including a copy of the proposed environmental findings as a hard copy or in electronic format, may be obtained from the City of Arvin, City Hall, 200 Campus Drive, Arvin, California, 93203, or the City’s web site at [www.arvin.org](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 31, 2019, Bakersfield Californian

**ATTACHMENT 1**

**EXCERPT FROM ADOPTED HOUSING ELEMENT– WORK PROJECT**

**CITY OF ARVIN MUNICIPAL CODE TITLE 17 ZONING CODE**

**AMENDMENTS – DECEMBER 2018**

**13. Update and Amend the General Plan and Zoning Ordinance**

- b) **Density Bonus.** In July 2015, the City amended its Municipal Code (Ordinance No. 421) to establish a density bonus ordinance to comply with State law. To further the City’s effort to encourage the development of affordable housing to extremely low-income households, the City will amend the density bonus ordinance to provide additional higher density incentives to developers who provide extremely low-income units, consistent with the mandates of law.

With the recent addition of anti-displacement provisions under AB 2222, and modified parking standards for transit-accessible projects under AB 744, Arvin will update their density bonus ordinances to reflect these new State requirements.

AB 2222 (effective January 2015), has made important changes to State density bonus law in an effort to help address potential displacement of existing tenants. Specifically, AB 2222 now prohibits an applicant from receiving a density bonus (and related incentives and waivers) unless the proposed housing development or condominium project would, at a minimum, maintain the number and proportion of affordable housing units within the proposed development, including affordable dwelling units that have been vacated or demolished in the five-year period preceding the application. AB 2222 also increases the required affordability from 30 years or longer to 55 years or longer for all affordable rental units that qualified an applicant for a density bonus, and requires replacement rental units to be subject to a recorded affordability restriction for at least 55 years. If the units that qualified an applicant for a density bonus are affordable ownership units, they must be subject to an equity sharing model rather than a resale restriction.

AB 744, signed into law in October 2015, further amends density bonus law to provide additional by-right reductions in parking for density bonus projects. Specifically, for density bonus projects which include the maximum percentage of low income or very low income units (20% and 11%, respectively) and located within one-half mile of a major transit stop with unobstructed access, upon the request of the developer, the jurisdiction shall not impose a vehicular parking ratio, inclusive of handicapped and guest parking, that exceeds 0.5 spaces per bedroom. Senior rental housing (as defined in Sections 51.2 and 51.3 of the Civil Code) and housing for special needs populations (as defined in Section 51312 of the Health and Safety Code) also qualify for by-right parking reductions when either paratransit service is provided, or unobstructed access to a fixed bus route service that operates at least eight times per day is available within one-half mile. Since there are no major transit stops within Arvin or in its vicinity, this amendment to the density bonus ordinance may not apply

to Arvin at this time; however, AB 744 should be included in the City’s density bonus ordinance.

**Objective:** Amend the current density bonus ordinance.

**Agency:** City of Arvin

**Financing:** General Fund

**Time Frame:** Concurrent with the adoption of the 2013-2023 Housing Element Amendment in 2017/18.

- c) **Transitional and Supportive Housing.** The adoption of Ordinance No. 421 in July 2015, also amended Chapter 17 of the Arvin Municipal Code to include provisions for both transitional and supportive housing as required by State law. Transitional housing is a type of housing for those transitioning from homelessness to permanent housing, and supportive housing is a type of housing for those with medical conditions that prevent them from living independently, and therefore, a certain level of support services is provided.

While Ordinance No. 421 permits both transitional and supportive housing in all residential zones, in order to comply with State law, the City will amend the zoning ordinance to explicitly state that both types of housing be treated as residential uses and subject to the same permitting and standards as similar residential uses of the same type in the same zone.

**Objective:** Amend the zoning ordinance to comply with State law on transitional and supportive housing.

**Agency:** City of Arvin CDD

**Financing:** General Fund

**Time Frame:** Concurrent with the adoption of the 2013-2023 Housing Element Amendment in 2017/18.

- d) **Family.** Currently, the Arvin Municipal Code Section 17.02.260 defines “Family” to mean an individual, or two or more persons related by blood or marriage or legal adoption, or a group of six or fewer unrelated person, living in a dwelling. In order to comply with State law, the City will amend the definition of “Family” to remove any reference to numerical limits on unrelated persons and occupancy standards based on familial status.

**Objective:** Amend the Municipal Code to redefine “Family”.

**Agency:** City of Arvin CDD

**Financing:** General Fund

**Time Frame:** Concurrent with the adoption of the 2013-2023 Housing Element Amendment in 2017/18.

- e) **Minimum Units Per Acre and Units Per Site.** In 2012, the City adopted Resolution No. 2012-34 which included amendments to increase the maximum density permitted in the High Residential Density land use designation from 16 units/acre to 24 units/acre, and permit owner-occupied and rental multiple-family residential uses that meet the development

standards of the underlying zone (R-3 and R-4) by-right without a CUP or any other local discretionary action. In order to comply with Government Code Section 65583.2(h) and (i), the Zoning Ordinance will be amended to require:

- A minimum density of 16 residential units per acre in the R-3 zone and 21 units per acre in the R-4 zone.
- Adequate sites in the R-3 zone to be of suitable size to accommodate a minimum of 16 units per site; and
- Elimination of any vague and ambiguous requirements, and clearly define the specific role and decision making authority of the City's Community Development Department Director, Planning Commission and City Council.

**Objective:** Amend the development standards in the R-3 and R-4 zoning ordinances.

**Agency:** City of Arvin CDD

**Financing:** General Fund

**Time Frame:** Concurrent with the adoption of the 2013-2023 Housing Element Amendment in 2017/18.

- f) **Remove Minimum Unit Size.** The City will amend the development standard in the R-2-7.5. zone to remove the minimum unit size requirement of 1,200 square feet. By removing the minimum unit size require for this multi-family zone, housing costs per unit will be reduced, and thus, not constrain the development of affordable housing in the City.

**Objective:** Amend the development standard of R-2-7.5 zoning ordinance

**Agency:** City of Arvin CDD

**Financing:** General Fund

**Time Frame:** Concurrent with the adoption of the 2013-2023 Housing Element Amendment in 2017/18.

- g) **Rezone Land to Accommodate the Shortfall of Affordable Housing from the 2008-2013 Housing Element.**

In the fourth-cycle 2008-2013 Arvin Housing Element, the objective of Housing Program 7 (Update and Amend the General Plan and Zoning Ordinance) was to create opportunities for at least 269 lower income households. In 2013, the Arvin City Council adopted Ordinance 411, which introduced a Pedestrian-Oriented Mixed-Use Overlay Zone (MUO) and changed the zoning designation of certain properties. As part of this Ordinance, the zoning on a 10.7-acre vacant parcel (APN 189-351-37) located at the southwest corner of Sycamore Road and Meyer Street was amended from R-3 to R-4. Assuming the minimum default density of 20 units per acre on this R-4 site, there would be a potential for 214 housing units. However, since the objective of Housing Program 7 under the fourth-cycle 2008-2013 Arvin Housing Element was to create 269 lower-income units, there remained a shortfall of 55 units. Therefore, the City proposes to rezone a 6.8-acre parcel (APN 190-030-48) at the southwest

corner of Tejon Highway and the easterly extension of Varsity Road from R-3 to R-4. The property owner has agreed to this zone change. Together with proposed Housing Program 13(e) Minimum Units Per Acre and Units Per Site, which establishes a minimum density of 21 units per acre in the R-4 zone, an additional 142 multi-family units could be accommodated on this parcel – exceeding the required 55 units.

- Objective:** Amend zoning for APN 190-030-48 from R-3 to R-4.
- Agency:** City of Arvin CDD
- Financing:** General Fund
- Time Frame:** Concurrent with the adoption of the 2013-2023 Housing Element Amendment in 2017/18.

**Adequate Sites Monitoring Program**

To ensure that the net future housing capacity can accommodate the City’s RHNA figures, the City will continue to maintain an inventory of adequate housing sites for each income category, especially those properties identified in Appendices B and C of this Housing Element. This inventory will detail the amount, type, size, and location of vacant land, recyclable properties and parcels that are candidates for consolidation to assist developers identify land suitable for residential development. The City will annually update the inventory and the number of net units constructed in each income category for that year. If the inventory indicates a shortage of adequate sites to accommodate the remaining share of the City’s regional housing need, the City will identify alternative sites so that there is “no net loss” of residential capacity pursuant to Government Code Section 65863.

To facilitate the annual evaluation, the City will continue to implement a formal ongoing project-by-project procedure pursuant to Government Code Section 65863 which will evaluate the identified capacity in the sites inventory relative to projects or other actions potentially reducing density and identify additional sites as necessary. This procedure and annual evaluation will address land zoned for non-residential or mixed use to determine whether these sites are being developed for uses other than residential. If the City finds non-residential uses occurring on mixed use or non-residentially zoned sites, the City will identify and establish additional sites and/or incentives within six (6) months following the annual evaluation to promote residential development, particularly on sites zoned higher density.

Further, as part of the annual evaluation, the City will monitor and evaluate the effectiveness of programs and incentives to encourage lot consolidation and residential development on non-vacant sites sufficient to accommodate the City’s housing needs. The evaluation will consider criteria such as interest in development, project proposals and approvals, lot consolidations, proposed and approved densities, impacts on development costs and the development of housing affordable to lower income households. If these programs are not effective in encouraging and facilitating the redevelopment of identified sites to provide sufficient

opportunities to accommodate the City’s housing needs, alternative strategies and sites will be identified and established within six months following the annual evaluation.

- Objectives:** 1) Maintain an up-to-date inventory of adequate housing sites for each income category on the City's website
- 2) Perform an annual evaluation to determine whether sites are being utilized for residential development and monitor the effectiveness of programs and incentives

**Agency:** City of Arvin (City Manager and CDD)

**Financing:** General Fund

**Time Frame:** Annually evaluation during the 2017-2023 period with additional sites and/or incentives within six months of the evaluation, if needed. The annual evaluation will be conducted in February/March of each year, prior to the submittal of the annual Housing Element Progress Report to HCD at the end of March.

**Local Plan and Standard Review**

The City supports the use of innovative building techniques, and the use of cost-reducing ownership patterns within the City as a means of facilitating the production of affordable housing. The City will continue to review its General Plan, Zoning Ordinance, and development standards to determine if modifications are needed to accommodate such housing forms.

In addition, the City will review the Municipal Code to determine if its current development application process time hinders the feasibility of developing affordable housing. Should the City find that processing times are a constraint to affordable housing development; the City shall revise discretionary processing and approval procedures, as needed. The City shall also investigate discretionary processes that may be appropriately handled through administrative processing.

**Objectives:** Facilitate the production of affordable for-sale and rental housing

**Agency:** City of Arvin CDD

**Financing:** General Fund

**Time Frame:** Annually 2017-2023

**Housing No Net Loss Program**

To ensure that the housing opportunity sites identified in the 2013-2023 Housing Element are available throughout the planning period to meet the City’s RHNA, the City will annually implement the following:

- Update the Housing Element adequate sites inventory to determine the amount, type and size of vacant and underutilized parcels suitable for residential development.

- Develop a formal ongoing (project-by-project, parcel-by-parcel) evaluation procedure pursuant to Government Code Section 65863.
- Report on the number of extremely low, very low, low, moderate and above moderate-income housing units constructed annually.
- Should an approval of development result in a reduction of capacity below the residential capacity needed to accommodate the remaining need for lower-income households, the City will identify and zone sufficient sites to accommodate the shortfall.

**Objective:** Develop an evaluation procedure to implement Government Code Section 65863.

**Agency:** City of Arvin CDD

**Financing:** General Fund

**Time Frame:** Annually 2017-2023

**ATTACHMENT 1**  
**PROPOSED CODE AMENDMENTS TO TITLE 17, ZONING AND**  
**DISCUSSION – 2013-2023 HOUSING WORK PROGRAMS.**

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## DENSITY BONUS – WORK PROGRAM

1. **Density Bonus.** In July 2015, the City amended its Municipal Code (Ordinance No. 421) to

establish a density bonus ordinance to comply with State law. To further the City's effort to encourage the development of affordable housing to extremely low-income households, the City will amend the density bonus ordinance to provide additional higher density incentives to developers who provide extremely low-income units, consistent with the mandates of law.

With the recent addition of anti-displacement provisions under AB 2222, and modified parking standards for transit-accessible projects under AB 744, Arvin will update their density bonus ordinances to reflect these new State requirements.

AB 2222 (effective January 2015), has made important changes to State density bonus law in an effort to help address potential displacement of existing tenants. Specifically, AB 2222 now prohibits an applicant from receiving a density bonus (and related incentives and waivers) unless the proposed housing development or condominium project would, at a minimum, maintain the number and proportion of affordable housing units within the proposed development, including affordable dwelling units that have been vacated or demolished in the five-year period preceding the application. AB 2222 also increases the required affordability from 30 years or longer to 55 years or longer for all affordable rental units that qualified an applicant for a density bonus, and requires replacement rental units to be subject to a recorded affordability restriction for at least 55 years. If the units that qualified an applicant for a density bonus are affordable ownership units, they must be subject to an equity sharing model rather than a resale restriction.

AB 744, signed into law in October 2015, further amends density bonus law to provide additional by-right reductions in parking for density bonus projects. Specifically, for density bonus projects which include the maximum percentage of low income or very low income units (20% and 11%, respectively) and located within one-half mile of a major transit stop with unobstructed access, upon the request of the developer, the jurisdiction shall not impose a vehicular parking ratio, inclusive of handicapped and guest parking, that exceeds 0.5 spaces per bedroom. Senior rental housing (as defined in Sections 51.2 and 51.3 of the Civil Code) and housing for special needs populations (as defined in Section 51312 of the Health and Safety Code) also qualify for by-right parking reductions when either paratransit service is provided, or unobstructed access to a fixed bus route service that operates at least eight times per day is available within one-half mile. Since there are no major transit stops within Arvin or in its vicinity, this amendment to the density bonus ordinance may not apply to Arvin at this time; however, AB 744 should be included in the City's density bonus ordinance.

**Proposed Text Change:**

Amend Chapter 17.02 - TITLE AND DEFINITIONS; 17.02.185 - Density bonus to read as follows:

17.02.185 - Density ~~bonus~~ **bonuses and other incentives**. "Density ~~bonus~~ **bonuses and other incentives**" shall have the same meaning as it is defined in **and to reflect the most current amendments Government Code, section 65915(f), to California Government Title 7, Planning and Land Use (65000 – 66499.58), Division 1, Planning and Zoning [65000 - 66103], Chapter 4.3. Density Bonuses and Other Incentives [65915 - 65918]**, as may be amended. (Ord. No. 421, § 1, 7-7-2015)

Amend Chapter 17.50 Miscellaneous Regulations; 17.50.150 - Density bonuses, concessions and incentives, to read as follows:

~~A. Purpose. The purpose of a density bonus is to encourage developers to construct affordable housing for "target households" as defined by the Government Code. A density bonus can be approved by Arvin if a housing developer agrees to construct a certain percentage of units for target households and agrees to maintain their affordability for a specific time period.~~

~~B. Density bonuses, concessions and incentives shall be granted and implemented pursuant to the terms and conditions set forth in Government Code, section 65915, as may be amended.~~

~~C. Application and Fees. An application for a density bonus, concessions and/or incentives shall be made to the planning department at the time the application for the associated development entitlement or permit is submitted on a form proscribed by the department. The application shall be accompanied by a fee set by resolution of the city council.~~

~~D. Report and Findings. The planning department shall evaluate the application to determine if the proposed development entitlement or permit qualifies for a density bonus or for one (1) or more concessions or incentives and shall notify applicant in writing of the planning department's determination. If the planning department determines the proposed development entitlement or permit qualifies for a density bonus or for one (1) or more concessions and/or incentives, applicant shall submit to the planning department for its review and approval all legal documents, including any covenants or agreements, required by Government Code, section 65915 as conditions to the granting of the density bonus, concessions and/or incentives prior to city's consideration of approval of the associated development entitlement or permit. After the planning department receives these legal documents, from the applicant it shall complete the processing of the associated development entitlement or permit, with the incorporated density bonus, concessions and/or incentives, pursuant to the requirements set forth in the Arvin Municipal Code for such development entitlements or permits.~~

~~(Ord. No. 421, § 8, 7-7-2015)~~

A.

**B. Purpose.** This chapter is adopted in accordance with Section 65915 et seq., of the California Government Code, as may be amended. The purpose of this chapter is to establish a density increase and incentive program to provide both density increases and other incentives for owner-occupied and rental housing developments to encourage the creation of housing affordable to moderate, low, and very low-income households, and to encourage the creation of housing for senior citizens. As used in this chapter, density bonus units are those units designated for senior citizens, or very low, low, or moderate-income households that qualified the housing project for award of a density bonus or other incentives.

**C. Applicable zoning districts.** This chapter shall be applicable to all zoning districts that allow residential uses.

**D. Qualifications.** All proposed housing developments that qualify under California Government Code Section 65915 for a density increase and other incentives, and any qualified land transfer under California Government Code Section 65915 shall be eligible to apply for a density bonus (including incentives and/or concessions) consistent with the requirements, provisions and obligations set forth in California Government Code Section 65915 et seq.

**E. Density increase and other incentives.** The city of Arvin shall grant qualifying housing developments and qualifying land transfers a density bonus, the amount of which shall be as specified in California Government Code Section 65915 et seq., and incentives or concessions also as described in California Government Code Section 65915 et seq.

**E.** An application for a density increase or other incentives under this chapter for a housing development shall be submitted in writing to the planning division of the city of Arvin to be processed concurrently with all other entitlements of the proposed housing development. The proposal must also be accompanied by a standard city application and fee is in addition to the processing of any concurrent entitlements or projects.

**F.** The application for a housing development shall contain information sufficient to fully evaluate the request under the requirements of this chapter, and in connection with the project for which the request is made, including, but not limited to, the following:

- 1.** A brief description of the proposed housing development;
- 2.** The total number of housing units proposed in the development project, including unit sizes and number of bedrooms;
- 3.** The total number of units proposed to be granted through the density increase and incentive program over and above the otherwise maximum density for the project site;
- 4.** The total number of units to be made affordable to or reserved for sale, or rental to, very low, low or moderate-income households, or senior citizens, or other qualifying

residents;

5. A list of any concession(s) or incentive(s) being requested to facilitate the development of the project, and a description of why the concession(s) or incentive(s) is needed; and

6. Any other information as determined by the Community Development Director necessary to process and evaluate the proposal consistent with the provisions of California Government Code Section 65915 et seq.

G. The application shall be considered by the approving authority at the same time it considers the project for which the request is being made. The request shall be approved if the applicant complies with the provisions of California Government Code Section 65915 et seq.

#### H. Retention.

Consistent with the provisions of California Government Code Section 65915 et seq., prior to a density increase or other incentives being approved for a project, the city of Arvin and the applicant shall agree to an appropriate method of assuring the continued availability of the density bonus units.

## 2. TRANSITIONAL HOUSING

**2. Transitional and Supportive Housing.** The adoption of Ordinance No. 421 in July 2015, also amended Chapter 17 of the Arvin Municipal Code to include provisions for both transitional and supportive housing as required by State law. Transitional housing is a type of housing for those transitioning from homelessness to permanent housing, and supportive housing is a type of housing for those with medical conditions that prevent them from living independently, and therefore, a certain level of support services is provided.

While Ordinance No. 421 permits both transitional and supportive housing in all residential zones, in order to comply with State law, the City will amend the zoning ordinance to explicitly state that both types of housing be treated as residential uses and subject to the same permitting and standards as similar residential uses of the same type in the same zone.

Amend Chapter 17.02 - TITLE AND DEFINITIONS; Section 17.02.655 - Transitional housing.

to read as follows:

17.02.655 - Transitional housing.

~~"Transitional housing" means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six (6) months. (Ord. No. 421, § 1, 7-7-2015)~~

**"Transitional housing" (per Health and Safety Code 50675.2(h)) means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Transitional housing shall be allowed in all residential zones and shall be required to conform to the requirements of any residential development standards.**

### 3 FAMILY

3. **Family.** Currently, the Arvin Municipal Code Section 17.02.260 defines “Family” to mean an individual, or two or more persons related by blood or marriage or legal adoption, or a group of six or fewer unrelated person, living in a dwelling. In order to comply with State law, the City will amend the definition of “Family” to remove any reference to numerical limits on unrelated persons and occupancy standards based on familial status.

Amend Chapter 17.02 - TITLE AND DEFINITIONS; Section 17.02.260 Family to read as follows:

17.02.260 - Family.

"Family" ~~means an individual, or two (2) or more persons related by blood or marriage or legal adoption[s], or a group of six (6) or fewer unrelated persons, living in a dwelling.~~ **shall be defined by the maximum number of individuals permitted in a given residential space per the standards of the Uniform Housing Code and/or the California Building Code as applicable. Generally defined as an individual or a group of individuals, related or unrelated, living together as a single housekeeping unit in a dwelling unit, not including a fraternity, orority, club, or other grupo of persons occupying a hotel, lodging house, or institution of any kind.**

#### **4. MINIMUM UNITS PER ACRE AND UNITS PER SITE**

**4. Minimum Units Per Acre and Units Per Site.** In 2012, the City adopted Resolution No. 2012-34 which included amendments to increase the maximum density permitted in the High Residential Density land use designation from 16 units/acre to 24 units/acre, and permit owner-occupied and rental multiple-family residential uses that meet the development standards of the underlying zone (R-3 and R-4) by-right without a CUP or any other local discretionary action. In order to comply with Government Code Section 65583.2(h) and (i), the Zoning Ordinance will be amended to require:

- A minimum density of 16 residential units per acre in the R-3 zone and 21 units per acre in the R-4 zone.
- Adequate sites in the R-3 and R-4 zone to be of suitable size to accommodate a minimum of 16 units per site; and
- Elimination of any vague and ambiguous requirements, and clearly define the specific role and decision-making authority of the City's Community Development Department Director, Planning Commission and City Council.

**Amend Chapter 17.12 - R-3 LIMITED MULTIPLE-FAMILY DWELLING ZONE,  
Sections to read as follows:**

17.12.020 - Permitted uses.

Uses permitted in an R-3 zone are as follows:

**A. Residential development with a minimum development of 16 units per acre subject to Chapter 17.05 Uses Permitted Subject to Administrative Approval and upon meeting the development criteria contained in Chapter 17.70. Any use permitted in the R-1 and R-2 zones;**

~~B. Three family dwellings, four family dwellings, and bungalow courts;~~

~~BC.~~ The accessory buildings and structures necessary to such use located on the same lot or parcel of land;

~~CD.~~ Home occupation permits by administrative approval, subject to the conditions contained in subsection 17.08.020.D.

17.12.025 – **Other Uses-Permitted:**

**A. Other uses may be permitted as authorized by the Municipal Code where equal to or greater land area is provided to replace and/or meet a residential development of 16 units per acre concurrent to or prior to development of the other use.**

**B. Residential development over 16 units per acre shall be subject to a Conditional Use Permit or Planned Development overlay zone and shall meet other Federal, State and Municipal Code requirements.**

~~The following uses are permitted in an R-3 zone when approved as per Chapter 17.05, Uses Permitted Subject to Administrative Approval.~~

~~A. Uses designated in Section 17.05.080.~~

~~B. Residential care facilities with seven (7) or more persons will be allowed with administrative approval (conditional use).~~

~~(Ord. 235 (part), 1989; Ord. 182 Exhibit A (8), 1982). (Ord. No. 397, 8-2-2011)~~

17.12.030 - Height limitation.

The maximum height for buildings in an R-3 zone shall be two and one-half (2 ½) stories and not to exceed thirty five (35) feet.

(Ord. 51 §503, 1965).

17.12.040 - Front yard requirements.

In the R-3 zone, there shall be a front yard of not less than fifteen (15) feet. Where lots comprising forty percent (40%) or more of the frontage on one (1) side of a street between intersecting streets are developed with buildings having an average front yard with a variation of not more than ten (10) feet, no building erected or structurally altered after March 8, 1965, shall project beyond the average front yard line so established. In determining such front yard

depth, buildings located more than thirty-five (35) feet from the front property line or buildings facing a side street on a corner lot shall not be counted.

B. In the R-3 zone, the front yard shall be measured from the front property line except where there is an official plan line or a future street line the front yard shall be measured from such official plan line or future street line; provided, however, that along any secondary highway, as designated by the city's highway plan, a minimum setback of forty-five (45) feet from the centerline of the highway shall be required, and along any major highway, as designated by the city's highway plan, a minimum setback of fifty-five (55) feet from the centerline of the highway shall be required.

(Ord. 51 §504, 1965).

#### 17.12.050 - Side yard requirements.

In the R-3 zone, there shall be a side yard on each side of a main building of not less than five (5) feet, except that on the street side of corner lots there shall be a side yard of not less than ten (10) feet.

(Ord. 51 §505, 1965).

#### 17.12.060 - Rear yard requirements.

In the R-3 zone, there shall be a rear yard behind every main building of not less than fifteen (15) feet, provided, however, the rear yard may be reduced to five (5) feet if not more than fifty-five percent (55%) of the lot is covered by buildings or structures.

(Ord. 51 §506, 1965).

#### 17.12.070 - Area requirements.

**A.** In the R-3 zone, the minimum lot area, meeting the minimum 16 units per acre, shall be six thousand (6,000) square feet. The minimum lot area per dwelling unit shall be ~~one thousand five~~ two thousand seven hundred (2,700 ~~1,500~~) square feet; provided, however, that when a lot has less area than required by this section and was recorded on March 8, 1965, such lot may be occupied by not more than one (1) dwelling unit for each one thousand five hundred (1,500) square feet. **Development shall not exceed the land use density as established in the General Plan Land Use Element.**

#### 17.12.080 - Required distance between buildings on same lot.

A. In the R-3 zone there shall be a minimum distance of ten (10) feet between buildings used for dwelling purposes.

B. In the R-3 zone, there shall be a minimum distance of five (5) feet between a building used for dwelling purposes and an accessory building.

C. In the R-3 zone, there shall be a minimum distance of five (5) feet between accessory buildings.

(Ord. 160 §1 (part), 1981; Ord. 51 §508, 1965).

**Amend Chapter 17.14 - R-4 MULTIPLE-FAMILY ZONE, Sections to read as follows:**

17.14.010 - Applicability.

The regulations set forth in this chapter shall apply in the R-4 multiple-family dwelling zone unless otherwise provided in this title.

(Ord. 51 §601, 1965).

17.14.020 - Permitted uses.

Uses permitted in an R-4 zone are as follows:

**A. Residential development with a minimum development of 21 units per acre subject to Chapter 17.05 Uses Permitted Subject to Administrative Approval and upon meeting the development criteria contained in Chapter 17.70; Any use permitted in the R-1, R-2 or R-3 zones;**

~~B. Group dwellings; multiple family dwellings and apartment houses; churches, schools, elementary, or high; day nurseries; nursery schools; boardinghouses and rooming houses; institutions of educational, philanthropic or eleemosynary nature; lodge halls; and private clubs, except clubs the chief activity of which is a service customarily carried on as a business;~~

**BE.** The accessory buildings and structures necessary to such use located on the same lot or parcel of land.

**C. Home occupation permits by administrative approval, subject to the conditions contained in subsection 17.08.020.D.**

~~17.14.025 - Permitted uses - Administrative approval. The following uses are permitted in an R-4 zone when approved as per Chapter 17.05, Uses Permitted Subject to Administrative Approval:~~ **Other Uses-Permitted:**

~~A. Uses designated in Section 17.05.080.~~ **Other uses may be permitted as authorized by the Municipal Code where equal to or greater land area is provided to replace and/or meet a residential development of 21 units per acre concurrent to or prior to development of the other use.**

**1. Other uses permitted subject to Administrative Permit, Site Development Permit and/or Conditional Use Permit, subject to Subsection A above, shall mean:**

**a. Uses designated in Section 17.05.080.**

**b. Residential care facilities with seven (7) or more persons will be allowed with administrative approval (conditional use).**

**c. Group dwellings; multiple-family dwellings and apartment houses; churches, schools, elementary, or high; day nurseries; nursery schools; boardinghouses and rooming houses; institutions of educational, philanthropic or eleemosynary nature;**

**lodge halls; and private clubs, except clubs the chief activity of which is a service customarily carried on as a business;**

B. ~~Residential care facilities with seven (7) or more persons will be allowed with administrative approval (conditional use). (Ord. 235 (part), 1989; Ord. 182 Exhibit A (9), 1982). (Ord. No. 397, 8-2-2011)~~ **Residential development over 21 units per acre shall be subject to a Conditional Use Permit or Planned Development overlay zone and shall meet other Federal, State and Municipal Code requirements.**

17.14.030 - Height limitation.

The maximum height for buildings in an R-4 zone shall be four (4) stories and not to exceed forty-five (45) feet.

(Ord. 51 §603, 1965).

17.14.040 - Front yard requirements.

A. In the R-4 zone, there shall be a front yard of not less than ten (10) feet. Where lots comprising forty percent (40%) or more of the frontage on one (1) side of a street between intersecting streets are developed with buildings having an average front yard with a variation of not more than ten (10) feet, no building erected or structurally altered after March 8, 1965, shall project beyond the average front yard line so established. In determining such front yard depth, buildings located more than twenty-five (25) feet from the front property line or buildings facing a side street on a corner lot shall not be counted.

B. In the R-4 zone, the front yard shall be measured from the front property line except that where there is an official plan line or a future street line the front yard shall be measured from such official plan line or future street line; provided, however, that along any secondary highway, as designated by the city's highway plan, a minimum setback of forty-five (45) feet from the centerline of the highway shall be required, and along any major highway, as designated by the city's highway plan, a minimum setback of fifty-five feet from the centerline of the highway shall be required.

(Ord. 51 §604, 1965).

17.14.050 - Side yard requirements.

In the R-4 zone, there shall be a side yard on each side of a main building of not less than five (5) feet, except that on the street side of corner lots there shall be a side yard of not less than ten (10) feet.

(Ord. 51 §605, 1965).

#### 17.14.060 - Rear yard requirements.

In the R-4 zone, there shall be a rear yard behind every main building of not less than fifteen (15) feet; provided, however, the rear yard may be reduced to five (5) feet if not more than sixty percent (60%) of the lot is covered by buildings or structures.

(Ord. 51 §606, 1965).

#### 17.14.070 - Area requirements.

**A.** In the R-4 zone, the minimum lot area shall be six thousand (6,000) square feet. The minimum lot area per dwelling unit shall be ~~two one~~ thousand (**2,000** ~~1,000~~) square feet; provided, however, that when a lot has less area than required by this section and was recorded on March 8, 1965, such lot may be occupied by not more than one (1) dwelling unit for each ~~two one~~ thousand (**2,000** ~~1,000~~) square feet. **Development shall not exceed the land use density as established in the General Plan Land Use Element.** (Ord. 51 §607, 1965).

#### 17.14.080 - Required distance between buildings on same lot.

A. In the R-4 zone, there shall be a minimum distance of ten (10) feet between buildings used for dwelling purposes.

B. In the R-4 zone, there shall be a minimum distance of five (5) feet between a building used for dwelling purposes and an accessory building.

C. In the R-4 zone, there shall be a minimum distance of five (5) feet between accessory buildings. (Ord. 160 §1(part), 1981; Ord. 51 §608, 1965).

**Amend Chapter 17.60 SITE DEVELOPMENT PERMITS to Clarify the role of the Community Development Director and Planning Commission:**

Chapter 17.60 - SITE DEVELOPMENT PERMITS

Sections:

17.60.010 - Intent and purpose—Affected zones.

A. To insure that certain types of proposed developments will serve to achieve a group of facilities which will be well related one to another, and which, taken together, will result in a well-composed design, and to meet the city ordinances, site development permits shall be required for the development or expansion of the following:

1. Mobile home parks, travel trailer parks, airports and building complexes ~~encompassing more than one (1) acre;~~
2. ~~Building projects costing more than fifty thousand dollars (\$50,000) in any C commercial or M industrial or more than twenty five thousand dollars (\$25,000) in any R-3 and R-4 multiple family residential or PUD planned unit development district;~~ **Multi-family residential development within the R-3 and R-4 Zone District;**
3. Use of any structure vacant for more than ninety (90) days;
4. Change of use from an existing use to a heretofore new use at that location;
5. **New Development;**
6. **Expansion of existing structures.**

B. A site development permit shall be secured prior to the issuance of a building permit for any of the items listed in 1, 2, 3, ~~and~~ **4, 5, and 6** above.  
(Ord. 174 §2(part), 1982).

B. A site development permit shall be secured prior to the issuance of a building permit for any of the items listed in 1, 2, 3, and 4 above.

(Ord. 174 §2(part), 1982). 17.60.020 - Application—Filing and fee.

The owner or his agent may make application for a site development permit. Such application shall be submitted to the planning department in writing on a form prescribed by the city planner, and shall be accompanied by the required fee and such plans as required in Section 17.60.030 .

(Ord. 174 §2(part), 1982).

17.60.030 - Application—Information required.

The applicant shall submit three (3) prints of the site plan. The site plan shall contain plot plans drawn to scale, and shall indicate clearly and with full dimensions the following information, where applicable:

A. Name and address of the applicant and of all persons owning any or all of the property proposed to be used;

- B. Location of property involved (address or vicinity);
- C. Legal description of property;
- D. Proposed facility or use;
- E. The lot dimensions;
- F. All buildings and structures and their location, size, height, and proposed uses;
- G. Location and design of recreation areas;
- H. Yards and spaces between buildings;
- I. Walls and fences and their location, height, and materials;
- J. Landscaping and sprinkling system, including location, type and plant names and proposed disposition of existing trees;
- K. Off-street parking, including the location, number of stalls, dimensions of the parking facility, and internal circulation system;
- L. Access, pedestrian, vehicular, and service, points of ingress and egress, and driveway locations and dimensions;
- M. Signs and their location, size and height;
- N. Loading, including the location, dimensions, number of berths, internal circulation, and means of accessibility to structure or use served;
- O. Lighting, including the location, general nature and hooding devices, if any;
- P. Street dedication and improvements;
- Q. Location of utilities and trash collection areas;
- R. An appropriate description legend and North point;
- S. Such other data or information as may be required by the city.

(Ord. 174 §2(part), 1982).

17.60.040 - Application—Criteria for review.

A. Site development permits may be granted by the **Community Development Director** ~~city planner~~, the planning commission or the city council. Within forty-five (45) days of the receipt of any application for a site development permit, the **Community Development Director** ~~city planner~~ shall review the application and render a ~~his~~ decision to approve, conditionally approve, or deny the application. In reviewing any such application, the following should be considered:

1. Compliance with all applicable laws and ordinances;
2. Compliance with all applicable city policies duly adopted by a majority vote of the planning commission or the city council;
3. Conformance to latest accepted planning and engineering standards covering the following area: site layout, building appearance and structural design, landscaping, water and sewer service and other utilities, surface drainage and erosion control, fire protection, access, traffic circulation and parking.

B. Before approving or conditionally approving any such application, the **Community Development Director** ~~city planner~~ shall find that under the circumstances of the particular case, the proposed use or buildings will not be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the neighborhood.

(Ord. 174 §2(part), 1982).

**C. Level of Review: The Site Development Permit is subject to review by the City Council, Planning Commission, and/or Community Development Director.**

**1. Community Development Director - Review of projects that:**

- **Remodeling of interior and/or exterior of existing buildings;**
- **Change of use of existing buildings where no site improvements are required;**
- **Mobile home parks, travel trailer parks, airports and building complexes encompassing less than one (1) acre;**
- **Existing structures vacant for more than 90 days;**
- **New structures less than 1,000 square feet;**
- **Expansion of existing structures of less than 50% and limited site improvements are required.**
- **Multi-family residential development within the R-3 Zone district with a minimum development of and not to exceed 20 units per acre.**
- **Multi-family residential development within the R-4 Zone district with a minimum of and not to exceed 24 units per acre.**

**2. Planning Commission - Review of projects that:**

- **New development of 1,001 square feet or more;**
- **Expansion of existing structures by more than 50%;**
- **Change of use of existing structures where site improvements are required;**
- **Mobile home parks, travel trailer parks, airports and building complexes encompassing more than one (1) acre;**
- **All other development not listed above.**

**3. The Community Development Director and/or the Planning Commission may at their own discretion refer the project to City Council for review and action.**

**4. Site Development Improvements shall at a minimum be required as specified in Chapter 17.70 Site Development -Design Review – Landscaping and Irrigation Standards.**

17.60.050 - Appeals.

If the applicant or any aggrieved party is dissatisfied with the decision of the **Community Development Director** ~~city planner~~, he may appeal the decision in accordance with the procedures outlined in this chapter for the appeal of decisions on use permits.

(Ord. 174 §2(part), 1982).

17.60.060 - Attachment of conditions.

In granting a site development permit, the **Community Development Director** ~~city planner~~, planning commission or city council shall attach whatever conditions are reasonable and necessary to fulfill the intent and purposes of this chapter. Such conditions and the application as approved shall be a part of such site development permit, and all changes in the use of appearance of land or buildings permitted by such permit shall be in accordance with the specified conditions and application as approved. Issuance of a site development permit may be made subject to guarantees and evidence that attached conditions are being or will be complied with.

(Ord. 174 §2(part), 1982).

7.60.070 - Expiration.

If the change in the use of land or buildings for which a site development permit is granted is not begun within one (1) year of the date of final approval of the permit application, such site development permit shall be deemed to be expired and of no further effect. Thereafter, before such change in the use of land or buildings may be carried out, a new site development permit shall first be secured.

(Ord. 174 §2(part), 1982).

## Amend Chapter 17.05 USES PERMITTED SUBJECT TO ADMINISTRATIVE APPROVAL

### Sections:

17.05.010 - Purpose of provisions.

The purpose of requiring administrative approval of certain enumerated uses is to enable the **Community Development Director** ~~planning director~~ to determine whether or not, in any particular case, a use listed under a section of district regulations entitled "permitted uses: administrative approval" should be treated as a conditional use because of the peculiar circumstances and conditions of the case. The provisions of this chapter set forth a procedure for approval of such use by an administrative act where findings can be made by the **Community Development Director** ~~planning director~~ that such use is in conformance with the intent and provisions of this chapter and take cognizance of the impracticality of listing certain uses as categorically possessing the characteristics of those listed under individual district.

17.05.020 - Application for approval—Review procedure.

A. An application for administrative approval shall be submitted to the **Community Development Director** ~~planning director~~ on a form prescribed by the **Community Development Director** ~~planning director~~. The application shall include a statement of the use proposed and a site plan prepared in accordance with, and subject to, the provisions of Section 17.60.020 - **.080**.

B. The **Community Development Director** ~~planning director~~ shall review the proposed use to ascertain all the facts pertinent thereto and, in writing, shall state either approval or disapproval of the proposed use, together with his findings and reasons for such decision, within ten (10) days, excluding Saturday, Sundays, and legal holidays, of the filing of the application.

C. In approving the use, the **Community Development Director** ~~planning director~~ shall impose such conditions and requirements as may be applicable as set forth in Sections 17.60.040 and 17.60.050 **.060 and Chapter 17.70 of this title.**

17.05.030 - Grant of application—Findings required.

A. The **Community Development Director** ~~planning director~~ may grant an application for administrative approval as the permit was applied for, or in modified form, if, on the basis of the application and evidence submitted, s/he is able to make the findings set forth in Section 17.60.050 **.040**, plus the following additional findings:

1. That the use will not involve any process, equipment or materials which, in the opinion of the **Community Development Director** ~~planning director~~, will be objectionable to persons living or working in the vicinity by reason of odor, fumes, dust, smoke, cinders, dirt, refuse, water-carried wastes, noise, vibration, illumination, glare, or unsightliness, or to involve any hazard of fire or explosion; and
2. That the proposed use will be harmonious with existing structures and uses of land in the vicinity;

3. That proposed signs will not by size, location or lighting interfere with traffic or limit visibility.

4. That the proposed use shall cause all necessary improvements of needed public facilities as identified by the City.

5. That the proposed use shall create, join and/or participate in the formation of community facilities districts, lighting and landscape maintenance districts, or other mechanisms to off-set current and future long-term maintenance of physical improvements to all necessary facilities such as road improvements, storm drainage facilities, sewer facilities, etc.

B. In making such findings, the Community Development Director ~~planning director~~ shall consult with the city engineer to assure that approvals will be consistent with established legislative policies relating to traffic safety, street dedications, and street improvements.

(Ord. 146 §3(part), 1979).

17.05.040 - Decision on application—Notice required.

One copy of the written decision of the Community Development Director ~~planning director~~ approving or disapproving the application shall be signed and dated by the Community Development Director ~~planning director~~ and mailed to the applicant.

(Ord. 146 §3(part), 1979).

17.05.050 - Appeal to the Planning Commission ~~commission~~.

The applicant or any aggrieved person may appeal, in writing and shall pay the established appeal fee as adopted by the City Council, setting forth ~~his~~ reason(s) for such appeal to the Planning Commission ~~commission~~. Such appeal shall be filed with the City Clerk ~~planning director~~ within fifteen (15) days after the mailing of the notice of such decision. The appeal shall be placed on the agenda of the Planning Commission's ~~commission's~~ next regular meeting after the Community Development Director's ~~planning director's~~ decision; provided, however, if the Community Development Director's ~~planning director's~~ decision occurs within ten (10) days of the next regular meeting of the Planning Commission ~~commission~~, the appeal shall be placed on the agenda of the commission's second regular meeting following the decision of the Community Development Director ~~planning director~~. The Planning Commission shall set a date for the public hearing for consideration of the appeal. The Planning Commission ~~commission~~ shall review the site plan and shall approve, approve with conditions, or disapprove, based on the findings set forth in Section 17.05.030. The decision of the Planning Commission ~~commission~~ shall be final unless appealed to the City Council ~~council~~, in accordance with Section 17.54.130 Decisions- Granting or denial – Notice.

17.05.060 Appeals to the City Council ~~council~~.

The applicant or any aggrieved person may appeal, in writing and shall pay the established appeal fee as adopted by the City Council, setting forth ~~his~~

reason(s) for such appeal to the City Council ~~council~~. Such appeal shall be filed with the city clerk within fifteen (15) days after the Planning Commission's ~~commission's~~ decision. The appeal shall be placed on the agenda of the council's next regular meeting after the appeal is filed. **The City Council shall set a date for the public hearing for consideration of the appeal.** The council shall review the site plan and shall approve, approve with conditions, or disapprove, based on the findings set forth in Chapter 17.60 of this Code. The decision of the City Council ~~council~~ shall be final.

(Ord. 146§ 3 (part), 1979).

#### 17.05.070 – Building permits – Conditions

Before a building permit shall be issued for any building or structure proposed as part of an approved application for administrative approval, the building division ~~department~~ shall secure written approval from the Community Development Director ~~planning department~~ that the proposed structure and/or building location is in conformity with the site plan and conditions approved by the Community Development Director ~~planning department~~. Before a building may be occupied or final inspection, the building official/ inspector shall certify to the Community Development Director ~~planning director~~ that the site has been developed in accordance with the site plan and conditions approved by the Community Development Director ~~planning director~~.

(Ord. 146§ 3 (part), 1979).

#### 17.05.080 - Permitted uses designated—Administrative approval.

The following uses may be permitted in accordance with the provisions of Chapter 17.60 of this title:

C. Enclosed temporary construction materials storage yards required in connection with the development of subdivisions, remodeling of existing structures, temporary subdivision sales offices and signs, and model home display areas, and similar activities as may be determined by the Community Development Director in accordance with the regulations set forth in Chapter 17.4860 and 17.70;

#### I. Other activities not listed in Chapter 17.60.

## 5. REMOVE MINIMUM UNIT SIZE – R-2-7.5

**5. Remove Minimum Unit Size.** The City will amend the development standard in the R-2-7.5. zone to remove the minimum unit size requirement of 1,200 square feet. By removing the minimum unit size require for this multi-family zone, housing costs per unit will be reduced, and thus, not constrain the development of affordable housing in the City.

**Amend Chapter 17.10 -R-2 TWO-FAMILY DWELLING ZONE, Sections to read as follows:**

17.10.080 - R-2-7.5 zone.

Uses permitted in the R-2-7.5 zone are as follows:

A. In the R-2-7.5 zone the lot sizes shall not be less than seven thousand five hundred (7,500) square feet in size;

B. The minimum lot area per dwelling shall be not less than three thousand seven hundred fifty (3,750) square feet is size;

~~C. In the R-2-7.5 zone the residential dwelling area for each unit shall not be less than one thousand two hundred (1,200) square feet in size;~~

**CD.** Only two-family dwellings shall be allowed in the R-2-7.5 zone;

**DE.** In the R-2-7.5 zone there shall be a rear yard behind every residential dwelling of not less than fifteen (15) feet.

(Ord. 199 (part), 1985).

## GOVERNMENT CODE

### SECTION 65915-65918

65915. (a) When an applicant seeks a density bonus for a housing development within, or for the donation of land for housing within, the jurisdiction of a city, county, or city and county, that local government shall provide the applicant incentives or concessions for the production of housing units and child care facilities as prescribed in this section. All cities, counties, or cities and counties shall adopt an ordinance that specifies how compliance with this section will be implemented.

(b) A city, county, or city and county shall grant a density bonus and incentives or concessions described in subdivision (d) when the applicant for the housing development seeks and agrees to construct at least any one of the following:

(1) Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(2) Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code.

(3) A senior citizen housing development as defined in Sections 51.3 and 51.12 of the Civil Code.

(4) Ten percent of the total dwelling units in a condominium project as defined in subdivision (f) of, or in a planned development as defined in subdivision (k) of, Section 1351 of the Civil Code, for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code.

(c) (1) An applicant shall agree to, and the city, county, or city and county shall ensure, continued affordability of all lower income density bonus units for 30 years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. Those units targeted for lower income households, as defined in Section 50079.5 of the Health and Safety Code, shall be affordable at a rent that does not exceed 30 percent of 60 percent of area median income. Those units targeted for very low income households, as defined in Section 50105 of the Health and Safety Code, shall be affordable at a rent that does not exceed 30 percent of 50 percent of area median income.

(2) An applicant shall agree to, and the city, county, or city and county shall ensure that, the initial occupant of the moderate-income units that are directly related to the receipt of the density bonus in the condominium project as defined in subdivision (f) of, or in the planned unit development as defined in subdivision (k) of, Section 1351 of the Civil Code, are persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code. Upon resale, the seller of the unit shall retain the value of any improvements, the downpayment, and the seller's proportionate share of appreciation. The local government shall recapture its proportionate share of appreciation, which shall then be used within three years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote homeownership. For purposes of this subdivision, the local government's proportionate share of appreciation shall be equal to the percentage by which the initial sale price to the moderate-income

household was less than the fair market value of the home at the time of initial sale.

(d) (1) An applicant may submit to a city, county, or city and county a proposal for the specific incentives or concessions that the applicant requests pursuant to this section, and may request a meeting with the city, county, or city and county. The city, county, or city and county shall grant the concession or incentive requested by the applicant unless the city, county, or city and county makes a written finding, based upon substantial evidence, of either of the following:

(A) The concession or incentive is not required in order to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(B) The concession or incentive would have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.

(2) The applicant shall receive the following number of incentives or concessions:

(C) One incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for persons and families of moderate income in a condominium or planned development.

(D) Two incentives or concessions for projects that include at least 20 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a condominium or planned development.

(E) Three incentives or concessions for projects that include at least 30 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a condominium or planned development.

(3) The applicant may initiate judicial proceedings if the city, county, or city and county refuses to grant a requested density bonus, incentive, or concession. If a court finds that the refusal to grant a requested density bonus, incentive, or concession is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit.

Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that has a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that would have an adverse impact on any real property that is listed in the California Register of Historical Resources.

The city, county, or city and county shall establish procedures for carrying out this section, that shall include legislative body approval of the means of compliance with this section.

The city, county, or city and county shall also establish procedures for waiving or modifying development and zoning standards that would otherwise inhibit the utilization of the density bonus on specific sites.

These procedures shall include, but not be limited to, such items as minimum lot size, side yard setbacks, and placement of public works improvements

(e) In no case may a city, county, or city and county apply any development standard that will have the effect of precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted by this section. An applicant may submit to a city, county, or city and county a proposal for the waiver or reduction of development standards and may request a meeting with the city, county, or city and county. If a court finds that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources.

**(a) The applicant shall show that the waiver or modification is necessary to make the housing units economically feasible.**

**(b) (1) For the purposes of this chapter, except as provided in paragraph (2), "density bonus" means a density increase of at least 20 percent, unless a lesser percentage is elected by the applicant, over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan as of the date of application by the applicant to the city, county, or city and county. The amount of density bonus to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subdivision (b). For each 1 percent increase above 10 percent in the percentage of units affordable to lower income households, the density bonus shall be increased by 1.5 percent up to a maximum of 35 percent. For each 1 percent increase above 5 percent in the percentage of units affordable to very low income households, the density bonus shall be increased by 2.5 percent up to a maximum of 35 percent. All density calculations resulting in fractional units shall be rounded up to the next whole number. The granting of a density bonus shall not be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval. The density bonus shall not be included when determining the number of housing units that is equal to 5 or 10 percent of the total. The density bonus shall apply to housing developments consisting of five or more dwelling units.**

(2) For the purposes of this chapter, if a development does not meet the requirements of paragraph (1), (2), or (3) of subdivision (b), but the applicant agrees or proposes to construct a condominium project as defined in subdivision (f) of, or a planned development as defined in subdivision (k) of, Section 1351 of the Civil Code, in which at least 10 percent of the total dwelling units are reserved for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, a "density bonus" of at least 5 percent shall be granted, unless a lesser percentage is elected by the applicant, over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of

the general plan as of the date of application by the applicant to the city, county, or city and county. For each 1 percent increase above 10 percent of the percentage of units affordable to moderate-income households, the density bonus shall be increased by 1 percent up to a maximum of 35 percent. All density calculations resulting in fractional units shall be rounded up to the next whole number. The granting of a density bonus shall not be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval. The density bonus shall not be included when determining the number of housing units that is equal to 10 percent of the total. The density bonus shall apply to housing developments consisting of five or more dwelling units.

(h) When an applicant for a tentative subdivision map, parcel map, or other residential development approval donates land to a city, county, or city and county as provided for in this subdivision, the applicant shall be entitled to a 15 percent increase above the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan for the entire development. For each 1 percent increase above the minimum 10 percent land donation described in paragraph (2) of this subdivision, the density bonus shall be increased by 1 percent, up to a maximum of 35 percent. This increase shall be in addition to any increase in density mandated by subdivision (b), up to a maximum combined mandated density increase of 35 percent if an applicant seeks both the increase required pursuant to this subdivision and subdivision (b). All density calculations resulting in fractional units shall be rounded up to the next whole number. Nothing in this subdivision shall be construed to enlarge or diminish the authority of a city, county, or city and county to require a developer to donate land as a condition of development. An applicant shall be eligible for the increased density bonus described in this subdivision if all of the following conditions are met:

(5) The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.

(6) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.

(7) The transferred land is at least one acre in size or of sufficient size to permit development of at least 40 units, has the appropriate general plan designation, is appropriately zoned for development as affordable housing, and is or will be served by adequate public facilities and infrastructure. The land shall have appropriate zoning and development standards to make the development of the affordable units feasible. No later than the date of approval of the final subdivision map, parcel map, or of the residential development, the transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land, except that the local government may subject the proposed development to subsequent design review to the extent authorized by subdivision (i) of Section 65583.2 if the design is not reviewed by the local government prior to the time of transfer.

(8) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with paragraphs (1) and (2) of subdivision (c), which shall be recorded on the property at the time of dedication.

(5) The land is transferred to the local agency or to a housing developer approved by the local agency. The local agency may require the applicant to identify and transfer the land to the developer.

(9) The transferred land shall be within the boundary of the proposed development or, if the local agency agrees, within one-quarter mile of the boundary of the proposed development.

(i) (1) When an applicant proposes to construct a housing development that conforms to the requirements of subdivision (b) and includes a child care facility that will be located on the premises of, as part of, or adjacent to, the project, the city, county, or city and county shall grant either of the following:

(F) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child care facility.

(G) An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child care facility.

(2) The city, county, or city and county shall require, as a condition of approving the housing development, that the following occur:

(H) The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to subdivision (c).

(I) Of the children who attend the child care facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income pursuant to subdivision (b).

(3) Notwithstanding any requirement of this subdivision, a city, county, or a city and county shall not be required to provide a density bonus or concession for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.

(4) "Child care facility," as used in this section, means a child day care facility other than a family day care home, including, but not limited to, infant centers, preschools, extended day care facilities, and schoolage child care centers.

(j) "Housing development," as used in this section, means one or more groups of projects for residential units constructed in the planned development of a city, county, or city and county. For the purposes of this section, "housing development" also includes a subdivision or a planned unit development or condominium project, as defined in Section 1351 of the Civil Code, approved by a city, county, or city and county and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units. For the purpose of calculating a density bonus, the residential units do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

(k) **The granting of a concession or incentive shall not be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary**

approval. This provision is declaratory of existing law.

(1) For the purposes of this chapter, concession or incentive means any of the following:

(10) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable, financially sufficient, and actual cost reductions.

(11) Approval of mixed use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.

(12) Other regulatory incentives or concessions proposed by the developer or the city, county, or city and county that result in identifiable, financially sufficient, and actual cost reductions.

This subdivision does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the city, county, or city and county, or the waiver of fees or dedication requirements.

(m) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code).

(n) Nothing in this section shall be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in this section for a development that meets the requirements of this section or from granting a proportionately lower density bonus than what is required by this section for developments that do not meet the requirements of this section.

(o) For purposes of this section, the following definitions shall apply:

(13) "Development standard" includes site or construction conditions that apply to a residential development pursuant to any ordinance, general plan element, specific plan, charter amendment, or other local condition, law, policy, resolution, or regulation.

(14) "Maximum allowable residential density" means the density allowed under the zoning ordinance, or if a range of density is permitted, means the maximum allowable density for the specific zoning range applicable to the project.

(p) (1) Upon the request of the developer, no city, county, or city and county shall require a vehicular parking ratio, inclusive of handicapped and guest parking, of a development meeting the criteria of subdivision (b), that exceeds the following ratios:

(J) Zero to one bedrooms: one onsite parking space.

(K) Two to three bedrooms: two onsite parking spaces.

(L) Four and more bedrooms: two and one-half parking spaces.

(2) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide "onsite parking" through tandem parking or uncovered parking, but not through onstreet parking.

(3) This subdivision shall apply to a development that meets the requirements of subdivision (b) but only at the request of the applicant. An applicant may request additional parking incentives or

concessions beyond those provided in this section, subject to subdivision (d).

65915.5. (a) When an applicant for approval to convert apartments to a condominium project agrees to provide at least 33 percent of the total units of the proposed condominium project to persons and families of low or moderate income as defined in Section 50093 of the Health and Safety Code, or 15 percent of the total units of the proposed condominium project to lower income households as defined in Section 50079.5 of the Health and Safety Code, and agrees to pay for the reasonably necessary administrative costs incurred by a city, county, or city and county pursuant to this section, the city, county, or city and county shall either (1) grant a density bonus or (2) provide other incentives of equivalent financial value. A city, county, or city and county may place such reasonable conditions on the granting of a density bonus or other incentives of equivalent financial value as it finds appropriate, including, but not limited to, conditions which assure continued affordability of units to subsequent purchasers who are persons and families of low and moderate income or lower income households.

(b) For purposes of this section, "density bonus" means an increase in units of 25 percent over the number of apartments, to be provided within the existing structure or structures proposed for conversion.

(c) For purposes of this section, "other incentives of equivalent financial value" shall not be construed to require a city, county, or city and county to provide cash transfer payments or other monetary compensation but may include the reduction or waiver of requirements which the city, county, or city and county might otherwise apply as conditions of conversion approval.

(d) An applicant for approval to convert apartments to a condominium project may submit to a city, county, or city and county a preliminary proposal pursuant to this section prior to the submittal of any formal requests for subdivision map approvals. The city, county, or city and county shall, within 90 days of receipt of a written proposal, notify the applicant in writing of the manner in which it will comply with this section. The city, county, or city and county shall establish procedures for carrying out this section, which shall include legislative body approval of the means of compliance with this section.

(e) Nothing in this section shall be construed to require a city, county, or city and county to approve a proposal to convert apartments to condominiums.

(f) An applicant shall be ineligible for a density bonus or other incentives under this section if the apartments proposed for conversion constitute a housing development for which a density bonus or other incentives were provided under Section 65915.

65916. Where there is a direct financial contribution to a housing development pursuant to Section 65915 through participation in cost of infrastructure, write-down of land costs, or subsidizing the cost of construction, the city, county, or city and county shall assure continued availability for low- and moderate-income units for 30 years. When appropriate, the agreement provided for in Section 65915 shall specify the mechanisms and procedures necessary to carry out this section.

65917. In enacting this chapter it is the intent of the Legislature that the density bonus or other incentives offered by the city, county, or city and county pursuant to this chapter shall contribute significantly to the economic feasibility of lower income housing in proposed housing developments. In the absence of an agreement by a developer in accordance with Section 65915, a locality shall not offer a density bonus or any other incentive that would undermine the intent of this chapter.

65917.5. (a) As used in this section, the following terms shall have the following meanings:

(1) "Child care facility" means a facility installed, operated, and maintained under this section for the nonresidential care of children as defined under applicable state licensing requirements for the facility.

(2) "Density bonus" means a floor area ratio bonus over the otherwise maximum allowable density permitted under the applicable zoning ordinance and land use elements of the general plan of a city, including a charter city, city and county, or county of:

(A) A maximum of five square feet of floor area for each one square foot of floor area contained in the child care facility for existing structures.

(B) A maximum of 10 square feet of floor area for each one square foot of floor area contained in the child care facility for new structures.

For purposes of calculating the density bonus under this section, both indoor and outdoor square footage requirements for the child care facility as set forth in applicable state child care licensing requirements shall be included in the floor area of the child care facility.

(3) "Developer" means the owner or other person, including a lessee, having the right under the applicable zoning ordinance of a city council, including a charter city council, city and county board of supervisors, or county board of supervisors to make application for development approvals for the development or redevelopment of a commercial or industrial project.

(4) "Floor area" means as to a commercial or industrial project, the floor area as calculated under the applicable zoning ordinance of a city council, including a charter city council, city and county board of supervisors, or county board of supervisors and as to a child care facility, the total area contained within the exterior walls of the facility and all outdoor areas devoted to the use of the facility in accordance with applicable state child care licensing requirements.

(b) A city council, including a charter city council, city and county board of supervisors, or county board of supervisors may establish a procedure by ordinance to grant a developer of a commercial or industrial project, containing at least 50,000 square feet of floor area, a density bonus when that developer has set aside at least 2,000 square feet of floor area and 3,000 outdoor square feet to be used for a child care facility. The granting of a bonus shall not preclude a city council, including a charter city council, city and county board of supervisors, or county board of supervisors from imposing necessary conditions on the project or on the additional square footage. Projects constructed under this section

shall conform to height, setback, lot coverage, architectural review, site plan review, fees, charges, and other health, safety, and zoning requirements generally applicable to construction in the zone in which the property is located. A consortium with more than one developer may be permitted to achieve the threshold amount for the available density bonus with each developer's density bonus equal to the percentage participation of the developer. This facility may be located on the project site or may be located offsite as agreed upon by the developer and local agency. If the child care facility is not located on the site of the project, the local agency shall determine whether the location of the child care facility is appropriate and whether it conforms with the intent of this section. The child care facility shall be of a size to comply with all state licensing requirements in order to accommodate at least 40 children.

(c) The developer may operate the child care facility itself or may contract with a licensed child care provider to operate the facility. In all cases, the developer shall show ongoing coordination with a local child care resource and referral network or local governmental child care coordinator in order to qualify for the density bonus.

(g) If the developer uses space allocated for child care facility purposes, in accordance with subdivision (b), for any purposes other than for a child care facility, an assessment based on the square footage of the project may be levied and collected by the city council, including a charter city council, city and county board of supervisors, or county board of supervisors. The assessment shall be consistent with the market value of the space. If the developer fails to have the space allocated for the child care facility within three years, from the date upon which the first temporary certificate of occupancy is granted, an assessment based on the square footage of the project may be levied and collected by the city council, including a charter city council, city and county board of supervisors, or county board of supervisors in accordance with procedures to be developed by the legislative body of the city council, including a charter city council, city and county board of supervisors, or county board of supervisors. The assessment shall be consistent with the market value of the space. Any penalty levied against a consortium of developers shall be charged to each developer in an amount equal to the developer's percentage square feet participation. Funds collected pursuant to this subdivision shall be deposited by the city council, including a charter city council, city and county board of supervisors, or county board of supervisors into a special account to be used for childcare services or child care facilities.

(h) Once the child care facility has been established, prior to the closure, change in use, or reduction in the physical size of, the facility, the city, city council, including a charter city council, city and county board of supervisors, or county board of supervisors shall be required to make a finding that the need for child care is no longer present, or is not present to the same degree as it was at the time the facility was established.

(i) The requirements of Chapter 5 (commencing with Section 66000) and of the amendments made to Sections 53077, 54997, and 54998, by Chapter 1002 of the Statutes of 1987 shall not apply to actions taken in accordance with this section.

(j) This section shall not apply to a voter-approved ordinance adopted by referendum or initiative.

65918. The provisions of this chapter shall apply to charter cities.

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# Purpose of the Mid Year Budget Review

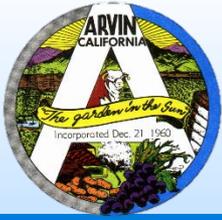
- To advise on overall performance
- To suggest course changes
- Recommend budget adjustments (if needed)
- Ask for input on upcoming events



## Purpose of the Mid Year Budget Review

... And is NOT to present a mind-numbing

set of spreadsheets, etc. which can't be read anyway due to small font size.



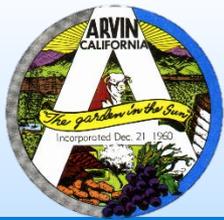
# Mid-Year Big Picture

- Revenues are slightly above budget.
- Expenses are slightly below budget.
- No budget adjustments anticipated which require Council approval at this time.
- Year-end projected to be on budget.



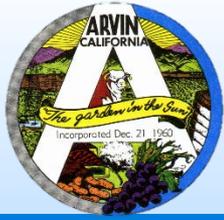
## General Fund - Revenue

- Sales tax revenue is about \$150,000 above budget at 12/31/2018.
- Building permit fees and other planning fees are about \$150,000 under budget at 12/31/2018.
- Expect this trend to continue for remainder of the Fiscal Year.



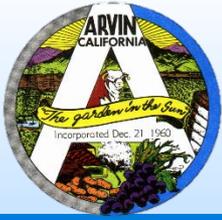
## General Fund - Expenses

- Vacancies in Police Department staffing is offset by higher than anticipated Planning and Engineering contractor expenses.
- City is actively recruiting to replace contractors with full-time staff in Planning and Engineering, which will reduce costs.
- Overall, expenses are at 47.4% of budget at 12/31/2018.



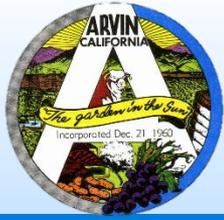
# Capital Projects Update

- Sanitation – Design studies for Wastewater Treatment Plant and Sanitary Sewer Mgmt Plan underway and on budget.
- The studies will lead to Prop 218 analysis and recommendations in about 120 days.



# Capital Projects Update

- Several projects are in the start/design phase.
- Kern County Public Works Agreement.
- Proterra Electric Bus project.



# Capital Projects Update

- Depending on timing of expenses, minor budget adjustments might be needed for some grants.
- Any adjustments will be offsetting (grant revenue will equal expenses).



## Reminder ...

- FY 18/19 budget is based on basic (limited) services to Citizens of Arvin.
- General Fund reserves remain near zero.
- Need to establish \$1,500,000 reserves per Council direction. (25% of one year's GF spending)



# Future Items?

- Labor Negotiations
- Status of Local Economy
- Cannabis Impact?



# End of Presentation

Thank you! Any Questions?

Contact info:

Jeff Jones, Finance Director

(661) 854-3134

jeffjones@Arvin.org

## EXPENDITURE REPORT

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City of Arvin

For the Period: 7/1/2018 to 1/31/2019

	Amended Bud.	YTD Actual	UnencBal	% Bud
<b>General Fund, Dept 001 - Admin</b>				
Expenditures				
5001 SALARY - FULLTIME	628,488.00	274,440.95	354,047.05	43.7
5003 SALARY - OVERTIME	8,259.00	4,231.53	4,027.47	51.2
5008 MAINTENANCE - OTHER	2,351.00	732.22	1,618.78	31.1
5009 PAYROLL TAXES	48,711.00	21,457.17	27,253.83	44.0
5011 P.E.R.S.	59,041.00	28,410.39	30,630.61	48.1
5012 MAINTENANCE - VEHICLE	0.00	185.00	77.51	0.0
5013 RISK MANAGEMENT	12,293.00	0.00	12,293.00	0.0
5014 WORKMAN COMP	58,540.00	0.00	58,540.00	0.0
5015 MEDICAL INSURANCE	101,038.00	52,649.56	48,388.44	52.1
5016 OFFICE SUPPLIES	21,000.00	3,636.82	17,363.18	17.3
5018 LEGAL EXPENSE - GENERAL	204,000.00	35,710.00	168,290.00	17.5
5020 MAINTENANCE -GRAFFITI	0.00	14.22	-14.22	0.0
5021 TRAINING	8,800.00	821.54	7,978.46	9.3
5022 LICENSES, PERMITS & FEES	1,700.00	90.00	1,610.00	5.3
5026 POSTAGE	4,300.00	2,715.32	1,584.68	63.1
5034 PROFESSIONAL SERVICES	57,405.00	75,720.40	-18,315.40	131.9
5035 OUTSIDE ADMIN/REGULATORY FEES	600.00	50.00	550.00	8.3
5036 COMMUNICATIONS	1,500.00	556.78	943.22	37.1
5042 LEGAL EXPENSES - SPECIAL	30,000.00	51,572.79	-21,572.79	171.9
5046 COMMUNITY EXPENSE	13,000.00	2,247.31	10,752.69	17.3
5050 BANK SERVICE CHARGES	5,545.00	1,579.34	3,965.66	28.5
5051 INTERPRETER SERVICES	200.00	0.00	200.00	0.0
5052 CAPITAL EXPENSE	45,000.00	0.00	42,790.80	4.9
5054 CONTRACT SERVICES	0.00	2,822.47	-2,822.47	0.0
5056 TELEPHONE	10,504.00	4,217.59	6,286.41	40.2
5058 TRAVEL & CONFERENCES	10,595.00	2,519.76	8,075.24	23.8
5060 UTILITIES EXPENSE	15,421.00	10,466.27	4,954.73	67.9
5062 DUES AND SUBSCRIPTIONS	14,000.00	21,865.10	-7,865.10	156.2
5068 ELECTIONS EXPENSE	3,000.00	0.00	3,000.00	0.0
5072 EQUIPMENT - LEASE	1,293.00	153.43	1,139.57	11.9
5077 OUTSIDE SERVICES	11,000.00	86.00	10,914.00	0.8
5080 FUEL EXPENSE	3,389.00	4,671.43	-1,282.43	137.8
5082 ADVERTISING-PUBLICATIONS-PRINT	26,000.00	7,056.03	18,943.97	27.1
5092 INTEREST EXPENSE	363.00	0.00	363.00	0.0
5098 PUBLIC RELATIONS	0.00	-4.03	4.03	0.0
5100 IT SYSTEMS SUPPORT	81,000.00	36,715.41	44,284.59	45.3
5107 REFUSE COSTS	22,065.00	18,073.60	3,991.40	81.9
5109 Auto Allowance	3,600.00	0.00	3,600.00	0.0
5125 PERS - Catch UP	66,316.00	36,160.84	30,155.16	54.5
5198 MISC EXPENSE	0.00	-2.04	2.04	0.0
Expenditures	1,580,317.00	701,623.20	876,747.11	44.5
Grand Total Net Effect:	-1,580,317.00	-701,623.20	-876,747.11	

EXPENDITURE REPORT  
community dev.

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City of Arvin

For the Period: 7/1/2018 to 1/31/2019

	Amended	YTD Actual	UnencBal	% Bud
<b>Fund: 100 - GENERAL FUND, Department 007</b>				
Expenditures				
5001 SALARY - FULLTIME	99,035.00	18,838.40	80,196.60	19.0%
5003 SALARY - OVERTIME	1,009.00	0.00	1,009.00	0.0%
5008 MAINTENANCE - OTHER	2,031.00	837.04	1,193.96	41.2%
5009 PAYROLL TAXES	7,653.00	1,565.44	6,087.56	20.5%
5011 P.E.R.S.	6,512.00	1,260.20	5,251.80	19.4%
5013 RISK MANAGEMENT	5,562.00	2,781.00	2,781.00	50.0%
5014 WORKMAN COMP	8,220.00	1,469.40	6,750.60	17.9%
5015 MEDICAL INSURANCE	13,811.00	2,042.69	11,768.31	14.8%
5016 OFFICE SUPPLIES	6,000.00	3,605.32	2,394.68	60.1%
5018 LEGAL EXPENSE - GENERAL	0.00	1,369.50	-1,369.50	#DIV/0!
5021 TRAINING	405.00	0.00	405.00	0.0%
5022 LICENSES, PERMITS & FEES	25.00	0.00	25.00	0.0%
5024 PLANNING SERVICES (offset in 5034)	0.00	125,274.34	-125,274.34	#DIV/0!
5026 POSTAGE	1,185.00	2,110.45	-925.45	178.1%
5034 PROFESSIONAL SERVICES (offset in 5024)	109,174.00	878.75	108,295.25	0.8%
5035 OUTSIDE ADMIN/REGULATORY FEES	12,855.00	200.00	12,655.00	1.6%
5036 COMMUNICATIONS	585.00	307.16	277.84	52.5%
5042 LEGAL EXPENSES - SPECIAL	0.00	28,752.00	-28,752.00	#DIV/0!
5051 INTERPRETER SERVICES	150.00	0.00	150.00	0.0%
5054 CONTRACT SERVICES	0.00	1,634.01	-1,634.01	#DIV/0!
5056 TELEPHONE	3,000.00	1,522.90	1,477.10	50.8%
5058 TRAVEL & CONFERENCES	100.00	0.00	100.00	0.0%
5060 UTILITIES EXPENSE	3,503.00	909.73	2,593.27	26.0%
5062 DUES AND SUBSCRIPTIONS	1,560.00	1,061.50	498.50	68.0%
5070 ENGINEERING SVC	26,218.00	62,120.51	-35,902.51	236.9%
5072 EQUIPMENT - LEASE	1,975.00	1,001.55	973.45	50.7%
5077 OUTSIDE SERVICES	0.00	341.29	-341.29	#DIV/0!
5082 ADVERTISING-PUBLICATIONS-PRINT	0.00	390.00	-390.00	#DIV/0!
5095 Plan Check Services	0.00	15,885.54	-15,885.54	#DIV/0!
Expenditures	310,568.00	276,158.72	34,409.28	88.9%

**POLICE DEPT ALL - Expenditure Report**

City of Arvin	BUDGET	YTD mid-Jan	% used
For the Period: 7/1/2018 to 1/31/2019			
5001 SALARY - FULLTIME	1,823,674	729,489	40.0%
5003 SALARY - OVERTIME	279,710	311,911	111.5%
5006 MAINTENANCE - JAIL	1,265	450	35.6%
5007 Educational Reimbursement	2,500	3,469	138.8%
5008 MAINTENANCE - OTHER	9,811	4,108	41.9%
5009 PAYROLL TAXES	160,803	98,587	61.3%
5011 P.E.R.S.	294,634	108,116	36.7%
5012 MAINTENANCE - VEHICLE	31,180	13,186	42.3%
5013 RISK MANAGEMENT	86,298	43,149	50.0%
5014 WORKMAN COMP	150,809	67,663	44.9%
5015 MEDICAL INSURANCE	210,944	104,017	49.3%
5016 OFFICE SUPPLIES	9,231	4,344	47.1%
5018 LEGAL EXPENSE - GENERAL	7,000	22,276	318.2%
5021 TRAINING	59,000	5,741	9.7%
5022 LICENSES, PERMITS & FEES	0	500	
5023 UNIFORMS	33,000	18,163	55.0%
5026 POSTAGE	1,519	1,529	100.6%
5034 PROFESSIONAL SERVICES	44,732	9,197	20.6%
5036 COMMUNICATIONS	1,725	8,702	504.5%
5040 SAFETY EQUIPMENT	4,201	2,567	61.1%
5046 COMMUNITY EXPENSE	1,931	2,054	106.3%
5053 CJIS-CLET INFO SYSTEM EXPENSE	900	420	46.7%
5054 CONTRACT SERVICES	34,759	7,774	22.4%
5056 TELEPHONE	20,545	11,250	54.8%
5058 TRAVEL & CONFERENCES	3,387	410	12.1%
5060 UTILITIES EXPENSE	26,587	19,338	72.7%
5062 DUES AND SUBSCRIPTIONS	2,379	4,137	173.9%
5072 EQUIPMENT - LEASE	54,336	59,849	110.1%
5076 EQUIPMENT - SPECIAL	7,801	4,151	53.2%
5080 FUEL EXPENSE	31,815	16,503	51.9%
5082 ADVERTISING-PUBLICATIONS-PRINT	2,800	615	22.0%
5091 EMPLOYEE COSTS	5,000	2,540	50.8%
5096 LAB SUPPLIES	479	721	150.5%
5100 IT SYSTEMS SUPPORT	44,759	7,635	17.1%
<b>POLICE DEPARTMENT</b>	<b>3,449,514</b>	<b>1,643,190</b>	<b>47.6%</b>

**EXPENDITURE REPORT  
MAINT/INFRA - ALL**

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City of Arvin  
For the Period: 7/1/2018 to 1/31/2019

	Amended Bud.	YTD Actual	UnencBal	% Bud
<b>Fund: 100 - GENERAL FUND</b>				
Dept: 002 ADOBE COMPLEX				
5001 SALARY - FULLTIME	9,399.00	3,540.13	5,858.87	37.7
5003 SALARY - OVERTIME	4,427.00	1,769.96	2,657.04	40.0
5005 MAINTENANCE - BUILDING	0.00	0.00	0.00	0.0
5008 MAINTENANCE - OTHER	5,100.00	1,490.38	3,609.62	29.2
5009 PAYROLL TAXES	951.00	402.94	548.06	42.4
5011 P.E.R.S.	912.00	314.79	597.21	34.5
5013 RISK MANAGEMENT	4,694.00	2,347.00	2,347.00	50.0
5014 WORKMAN COMP		421.20	-421.20	---
5043 STREETS - SIGNS & BARRIERS	0.00	0.00	0.00	0.0
5056 TELEPHONE	730.00	380.32	349.68	52.1
5060 UTILITIES EXPENSE	8,711.00	4,155.29	4,555.71	47.7
5077 OUTSIDE SERVICES	5,645.00	2,048.21	3,596.79	36.3
5112 FLOOD INSURANCE	8,425.00	0.00	8,425.00	0.0
<b>ADOBE COMPLEX</b>	<b>48,994.00</b>	<b>16,870.22</b>	<b>32,123.78</b>	<b>34.4</b>
Dept: 005 BUILDINGS AND GROUNDS				
5001 SALARY - FULLTIME	40,815.00	22,755.52	18,059.48	55.8
5003 SALARY - OVERTIME	1,516.00	0.00	1,516.00	0.0
5008 MAINTENANCE - OTHER	0.00	1,304.43	-1,304.43	0.0
5009 PAYROLL TAXES	3,093.00	1,802.24	1,290.76	58.3
5011 P.E.R.S.	3,149.00	1,964.89	1,184.11	62.4
5013 RISK MANAGEMENT	5,562.00	2,861.00	2,701.00	50.0
5014 WORKMAN COMP	4,397.00	1,774.93	2,622.07	40.4
5015 MEDICAL INSURANCE	2,985.00	0.00	2,985.00	0.0
5052 CAPITAL EXPENSE	0.00	0.00	0.00	0.0
5056 TELEPHONE	3,850.00	0.00	3,850.00	0.0
5060 UTILITIES EXPENSE	2,331.00	895.29	1,435.71	38.4
<b>BUILDINGS AND GROUNDS</b>	<b>67,698.00</b>	<b>33,358.30</b>	<b>34,339.70</b>	<b>49.2</b>
Dept: 009 COMMUNITY CENTER				
5001 SALARY - FULLTIME	5,451.00	3,843.49	1,607.51	70.5
5004 SALARY - PARTTIME	0.00	1,078.00	-1,078.00	0.0
5005 MAINTENANCE - BUILDING	0.00	0.00	0.00	0.0
5008 MAINTENANCE - OTHER	1,412.00	825.78	586.22	58.5
5009 PAYROLL TAXES	420.00	356.90	63.10	85.0
5011 P.E.R.S.	565.00	347.09	217.91	61.4
5013 RISK MANAGEMENT	3,631.00	1,815.00	1,816.00	50.0
5014 WORKMAN COMP		351.00	-351.00	---
5046 COMMUNITY EXPENSE	451.00	0.00	451.00	0.0
5056 TELEPHONE	753.00	383.95	369.05	51.0
5060 UTILITIES EXPENSE	9,903.00	5,656.81	4,246.19	57.1
5077 OUTSIDE SERVICES	10,000.00	900.85	9,099.15	9.0
<b>COMMUNITY CENTER</b>	<b>32,586.00</b>	<b>15,558.87</b>	<b>17,027.13</b>	<b>47.8</b>
Dept: 012 PARKS AND GROUNDS				
5001 SALARY - FULLTIME	106,158.00	54,949.49	51,208.51	51.8
5003 SALARY - OVERTIME	1,941.00	0.00	1,941.00	0.0
5008 MAINTENANCE - OTHER	10,135.00	3,857.72	6,277.28	38.1
5009 PAYROLL TAXES	8,473.00	4,795.59	3,677.41	56.6
5011 P.E.R.S.	10,372.00	5,639.95	4,732.05	54.4
5012 MAINTENANCE - VEHICLE	0.00	59.56	-59.56	0.0
5013 RISK MANAGEMENT	3,826.00	1,913.00	1,913.00	0.0
5014 WORKMAN COMP		4,286.06	-4,286.06	---
5020 MAINTENANCE -GRAFFITI	0.00	12.28	-12.28	0.0
5022 LICENSES, PERMITS & FEES	533.00	400.00	133.00	75.0
5060 UTILITIES EXPENSE	91,852.00	52,954.10	38,897.90	57.7
5077 OUTSIDE SERVICES	0.00	4,781.81	-4,781.81	0.0
<b>PARKS AND GROUNDS</b>	<b>233,290.00</b>	<b>133,649.56</b>	<b>99,640.44</b>	<b>57.3</b>

Dept: 019 MAINT & INFRASTRUCTURE				
5008 MAINTENANCE - OTHER	2,049.00	1,506.55	542.45	73.5
5012 MAINTENANCE - VEHICLE	10,000.00	1,951.85	8,048.15	19.5
5016 OFFICE SUPPLIES	1,153.00	77.76	1,075.24	6.7
5018 LEGAL EXPENSE - GENERAL	5,000.00	0.00	5,000.00	0.0
5020 MAINTENANCE -GRAFFITI	0.00	283.55	-283.55	0.0
5022 LICENSES, PERMITS & FEES	1,484.00	485.00	999.00	32.7
5023 UNIFORMS	3,267.00	0.00	3,267.00	0.0
5036 COMMUNICATIONS	5,000.00	867.31	4,132.69	17.3
5046 COMMUNITY EXPENSE	41.00	0.00	41.00	0.0
5056 TELEPHONE	3,263.00	1,093.48	2,169.52	33.5
5060 UTILITIES EXPENSE	2,796.00	1,638.67	1,157.33	58.6
5070 ENGINEERING SVC	5,515.00	0.00	5,515.00	0.0
5077 OUTSIDE SERVICES	22,785.00	1,179.02	21,605.98	5.2
5094 SHOP SUPPLIES	16,840.00	1,870.28	14,969.72	11.1

<b>MAINT &amp; INFRASTRUCTURE</b>	<b>79,193.00</b>	<b>10,953.47</b>	<b>68,239.53</b>	<b>13.8</b>
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**Fund: 200 - STATE GAS TAX**

Expenditures

Dept: 020 STATE GAS TAX				
5001 SALARY - FULLTIME	141,996.00	107,927.39	34,068.61	76.0
5003 SALARY - OVERTIME	4,599.00	456.84	4,142.16	9.9
5008 MAINTENANCE - OTHER	4,932.00	54.49	4,877.51	1.1
5009 PAYROLL TAXES	11,046.00	9,050.69	1,995.31	81.9
5010 MAINTENANCE - SIGNAL LIGHTS	1,224.00	285.96	938.04	23.4
5011 P.E.R.S.	16,173.00	9,310.01	6,862.99	57.6
5012 MAINTENANCE - VEHICLE	43,600.00	11,038.53	32,561.47	25.3
5013 RISK MANAGEMENT	6,217.00	3,109.00	3,108.00	50.0
5014 WORKMAN COMP	11,109.00	8,424.00	2,685.00	75.8
5015 MEDICAL INSURANCE	69,014.00	55,130.59	13,883.41	79.9
5016 OFFICE SUPPLIES	0.00	146.95	-146.95	0.0
5018 LEGAL EXPENSE - GENERAL	0.00	31.59	-31.59	0.0
5023 UNIFORMS	3,388.00	1,607.69	1,780.31	47.5
5031 STRIPING/PAVING MATERIALS	15,395.00	5,270.61	10,124.39	34.2
5032 ADMINISTRATIVE SERVICES	41,916.00	0.00	41,916.00	0.0
5036 COMMUNICATIONS	0.00	1,094.33	-1,094.33	0.0
5039 STREET SWEEPING	23,221.00	7,362.55	15,858.45	36.6
5043 STREETS - SIGNS & BARRIERS	22,545.00	279.72	22,265.28	4.6
5060 UTILITIES EXPENSE	61,665.00	30,354.30	31,310.70	49.2
5062 DUES AND SUBSCRIPTIONS	739.00	497.69	241.31	67.3
5077 OUTSIDE SERVICES	927.00	1,222.86	-295.86	131.9
5080 FUEL EXPENSE	16,525.00	12,333.13	4,191.87	74.6
5094 SHOP SUPPLIES	0.00	174.93	-174.93	0.0

<b>STATE GAS TAX</b>	<b>496,231.00</b>	<b>265,163.85</b>	<b>231,994.03</b>	<b>53.4</b>
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EXPENDITURE REPORT  
**ALL OTHER FUNDS**

1/23/2019

City of Arvin	BUDGET	1/23/2019	REMAIN	% USED
<b>Fund: 215 - TDA 3 - DIGIORGIO</b>				
Expenditures				
Dept: 026 TDA Article 3				
5008 MAINTENANCE - OTHER	0.00	5,001.15	-5,001.15	0.0
5042 LEGAL EXPENSES - SPECIAL	0.00	49.50	-49.50	0.0
5052 CAPITAL EXPENSE	0.00	4,000.00	-4,000.00	0.0
5070 ENGINEERING SVC	285,000.00	432.00	284,568.00	0.2
<b>TDA Article 3</b>	<b>285,000.00</b>	<b>9,482.65</b>	<b>275,517.35</b>	<b>3.3</b>
<b>Fund: 220 - TDA STREETS AND ROADS</b>				
Expenditures				
Dept: 022 TDA NON-TRANSIT				
5008 MAINTENANCE - OTHER	0.00	133.64	-133.64	0.0
5013 RISK MANAGEMENT	4,889.00	0.00	4,889.00	0.0
5014 WORKMAN COMP	3,152.00	0.00	3,152.00	0.0
5032 ADMINISTRATIVE SERVICES	2,795.00	0.00	2,795.00	0.0
5034 PROFESSIONAL SERVICES	0.00	4,151.40	-4,151.40	0.0
5046 COMMUNITY EXPENSE	0.00	0.00	-50.30	0.0
5052 CAPITAL EXPENSE	681,113.00	110,226.00	570,887.00	16.2
5070 ENGINEERING SVC	0.00	8,457.45	-8,457.45	0.0
5094 SHOP SUPPLIES	0.00	0.00	-56.76	0.0
<b>TDA NON-TRANSIT</b>	<b>691,949.00</b>	<b>122,968.49</b>	<b>568,873.45</b>	<b>17.8</b>
<b>Fund: 221 - VARSITY</b>				
Expenditures				
Dept: 028 CAPITAL PROJECTS				
5052 CAPITAL EXPENSE	0.00	1,280.09	-1,280.09	0.0
<b>CAPITAL PROJECTS</b>	<b>0.00</b>	<b>1,280.09</b>	<b>-1,280.09</b>	<b>0.0</b>
<b>Fund: 228 - CAL TRANS</b>				
Expenditures				
Dept: 078 CALTRANS PLANNING GRANT				
5021 TRAINING	0.00	15.85	-15.85	0.0
5052 CAPITAL EXPENSE	158,858.00	0.00	158,858.00	0.0
<b>CALTRANS PLANNING GRANT</b>	<b>158,858.00</b>	<b>15.85</b>	<b>158,842.15</b>	<b>0.0</b>
<b>Fund: 234 - Police AB 109 - Crime Prevent</b>				
Expenditures				
Dept: 014 POLICE DEPARTMENT				
5003 SALARY - OVERTIME	6,096.00	0.00	6,096.00	0.0
5009 PAYROLL TAXES	574.00	0.00	574.00	0.0
<b>POLICE DEPARTMENT</b>	<b>6,670.00</b>	<b>0.00</b>	<b>6,670.00</b>	<b>0.0</b>
<b>Fund: 238 - FRANKLIN ST. PROJECT</b>				
Expenditures				
Dept: 028 CAPITAL PROJECTS				
5001 SALARY - FULLTIME	54.00	85.44	-31.44	158.2
5009 PAYROLL TAXES	4.00	6.54	-2.54	163.5
5011 P.E.R.S.	4.00	5.85	-1.85	146.3
5032 ADMINISTRATIVE SERVICES	2,794.00	0.00	2,794.00	0.0
5052 CAPITAL EXPENSE	476,585.00	0.00	476,585.00	0.0
5070 ENGINEERING SVC	23,195.00	0.00	23,195.00	0.0
<b>CAPITAL PROJECTS</b>	<b>502,636.00</b>	<b>97.83</b>	<b>502,538.17</b>	<b>0.0</b>

**EXPENDITURE REPORT  
ALL OTHER FUNDS**

1/23/2019

City of Arvin	BUDGET	1/23/2019	REMAIN	% USED
<b>Fund: 240 - LLMD #1</b>				
Expenditures				
Dept: 025 LLMD #1				
5001 SALARY - FULLTIME	10,033.00	3,922.32	6,110.68	39.1
5008 MAINTENANCE - OTHER	13.00	0.00	13.00	0.0
5009 PAYROLL TAXES	896.00	428.94	467.06	47.9
5011 P.E.R.S.	1,099.00	485.39	613.61	44.2
5013 RISK MANAGEMENT	2,781.00	0.00	2,781.00	0.0
5018 LEGAL EXPENSE - GENERAL	991.00	0.00	991.00	0.0
5032 ADMINISTRATIVE SERVICES	5,589.00	0.00	5,589.00	0.0
5060 UTILITIES EXPENSE	53,936.00	30,158.57	23,777.43	55.9
5070 ENGINEERING SVC	2,320.00	0.00	2,320.00	0.0
5077 OUTSIDE SERVICES	29,633.00	13,100.00	16,533.00	44.2
 LLMD #1	 107,291.00	 48,095.22	 59,195.78	 44.8
<b>Fund: 242 - LLMD #2</b>				
Expenditures				
Dept: 027 LLMD #2				
5001 SALARY - FULLTIME	807.00	212.80	594.20	26.4
5008 MAINTENANCE - OTHER	13.00	0.00	13.00	0.0
5009 PAYROLL TAXES	96.00	23.64	72.36	24.6
5011 P.E.R.S.	101.00	26.94	74.06	26.7
5032 ADMINISTRATIVE SERVICES	2,794.00	0.00	2,794.00	0.0
5042 LEGAL EXPENSES - SPECIAL	1,255.00	0.00	1,255.00	0.0
5060 UTILITIES EXPENSE	5,895.00	3,512.68	2,382.32	59.6
5070 ENGINEERING SVC	920.00	0.00	920.00	0.0
5077 OUTSIDE SERVICES	5,867.00	3,050.00	2,817.00	52.0
 LLMD #2	 17,748.00	 6,826.06	 10,921.94	 38.5
<b>Fund: 244 - SYCAMORE ROAD FLOOD REDUCTION</b>				
Expenditures				
Dept: 028 CAPITAL PROJECTS				
5018 LEGAL EXPENSE - GENERAL	0.00	333.00	-333.00	0.0
5032 ADMINISTRATIVE SERVICES	2,794.00	0.00	2,794.00	0.0
5034 PROFESSIONAL SERVICES	51,585.00	10,529.40	41,055.60	20.4
5052 CAPITAL EXPENSE	1,436,736.00	1,403,921.56	32,814.44	97.7
5070 ENGINEERING SVC	489,543.00	114,635.58	374,907.42	23.4
 CAPITAL PROJECTS	 1,980,658.00	 1,529,419.54	 451,238.46	 77.2
<b>Fund: 246 - PTMISEA GRANT REVENUE</b>				
Expenditures				
Dept: 060 PTMISEA FENCE				
5052 CAPITAL EXPENSE	0.00	21,798.63	-21,798.63	0.0
<b>Fund: 252 - HSIP-DERBY SIGNAL LIGHT</b>				
Expenditures				
Dept: 028 CAPITAL PROJECTS				
5001 SALARY - FULLTIME	57,000.00	121.04	56,878.96	0.2
5009 PAYROLL TAXES	4,361.00	9.27	4,351.73	0.2
5011 P.E.R.S.	3,792.00	8.29	3,783.71	0.2
5034 PROFESSIONAL SERVICES	0.00	8,030.81	0.00	0.0
5052 CAPITAL EXPENSE	30,000.00	0.00	30,000.00	0.0
5070 ENGINEERING SVC	0.00	7,271.24	-7,271.24	0.0
 CAPITAL PROJECTS	 95,153.00	 15,440.65	 79,712.35	 16.2

EXPENDITURE REPORT  
**ALL OTHER FUNDS**

1/23/2019

City of Arvin	BUDGET	1/23/2019	REMAIN	% USED
 <b>Fund: 257 - JEWETT SQUARE DEVELOPMENT</b>				
Expenditures				
Dept: 028 CAPITAL PROJECTS				
5018 LEGAL EXPENSE - GENERAL	0.00	2,126.00	-2,126.00	0.0
5070 ENGINEERING SVC	0.00	1,350.00	-1,350.00	0.0
CAPITAL PROJECTS	0.00	3,476.00	-3,476.00	0.0
 <b>Fund: 291 - TRAFFIC IMPACT FEES</b>				
Expenditures				
Dept: 091 TRAFFIC IMPACT FEES				
5116 PRINCIPAL	113,472.00	113,472.01	-0.01	100.0
5117 INTEREST	113,384.00	57,809.89	55,574.11	51.0
TRAFFIC IMPACT FEES	226,856.00	171,281.90	55,574.10	75.5
 <b>Fund: 293 - PARK IMPACT FEES</b>				
Expenditures				
Dept: 093 PARK FEES				
5052 CAPITAL EXPENSE	0.00	5,898.00	-5,898.00	0.0
5116 PRINCIPAL	25,974.00	25,973.99	0.01	100.0
5117 INTEREST	25,954.00	13,232.81	12,721.19	51.0
PARK FEES	51,928.00	45,104.80	6,823.20	86.9
 <b>Fund: 301 - SCGIP - WATER ELEMENT</b>				
Expenditures				
Dept: 071 SGC WATER ELEMENT				
5024 PLANNING SERVICES	0.00	17,000.00	-17,000.00	0.0
SGC WATER ELEMENT	0.00	17,000.00	-17,000.00	0.0
 <b>Fund: 303 - CalFire Urban Forestry</b>				
Expenditures				
Dept: 073 CALFIRE URBAN FORESTRY				
5001 SALARY - FULLTIME	0.00	1,631.84	-1,631.84	0.0
5009 PAYROLL TAXES	0.00	155.39	-155.39	0.0
5011 P.E.R.S.	0.00	179.16	-179.16	0.0
5032 ADMINISTRATIVE SERVICES	2,794.00	0.00	2,794.00	0.0
5052 CAPITAL EXPENSE	192,353.00	37,643.30	154,709.70	19.6
5077 OUTSIDE SERVICES	0.00	90.09	-90.09	0.0
CALFIRE URBAN FORESTRY	195,147.00	39,699.78	155,447.22	20.3
 <b>Fund: 305 - PD PLUG IN VEHICLES/EVSTATIONS</b>				
Expenditures				
Dept: 075 EV CHARGING STATION GRANT				
5052 CAPITAL EXPENSE	0.00	14,200.24	-14,200.24	0.0
EV CHARGING STATION GRANT	0.00	14,200.24	-14,200.24	0.0

EXPENDITURE REPORT  
**ALL OTHER FUNDS**

1/23/2019

City of Arvin	BUDGET	1/23/2019	REMAIN	% USED
 <b>Fund: 315 - ROAD MAINTENANCE &amp; REHAB</b>				
Expenditures				
Dept: 028 CAPITAL PROJECTS				
5052 CAPITAL EXPENSE	427,628.00	0.00	427,628.00	0.0
CAPITAL PROJECTS	427,628.00	0.00	427,628.00	0.0
 <b>Fund: 316 - ATP FRANKLIN COMPLETE STREETS</b>				
Expenditures				
Dept: 028 CAPITAL PROJECTS				
5052 CAPITAL EXPENSE	350,000.00	0.00	350,000.00	0.0
CAPITAL PROJECTS	350,000.00	0.00	350,000.00	0.0
 <b>Fund: 320 - CMAQ SIDEWAL/GUTTERS DERBY ST.</b>				
Expenditures				
Dept: 028 CAPITAL PROJECTS				
5052 CAPITAL EXPENSE	385,615.00	0.00	385,615.00	0.0
CAPITAL PROJECTS	385,615.00	0.00	385,615.00	0.0
 <b>Fund: 400 - TRANSPORTATION DEVELOPMENT</b>				
Expenditures				
Dept: 003 ANIMAL CONTROL				
5001 SALARY - FULLTIME	53,303.00	19,904.00	33,399.00	37.3
5003 SALARY - OVERTIME	1,493.00	615.78	877.22	41.2
5008 MAINTENANCE - OTHER	60.00	0.00	60.00	0.0
5009 PAYROLL TAXES	4,192.00	1,655.80	2,536.20	39.5
5011 P.E.R.S.	3,482.00	1,361.80	2,120.20	39.1
5012 MAINTENANCE - VEHICLE	6,300.00	0.00	6,300.00	0.0
5013 RISK MANAGEMENT	3,826.00	0.00	3,826.00	0.0
5014 WORKMAN COMP	4,890.00	0.00	4,890.00	0.0
5015 MEDICAL INSURANCE	4,140.00	1,380.26	2,759.74	33.3
5016 OFFICE SUPPLIES	150.00	0.00	150.00	0.0
5023 UNIFORMS	1,300.00	0.00	1,300.00	0.0
5054 CONTRACT SERVICES	85,000.00	19,750.00	65,250.00	23.2
5076 EQUIPMENT - SPECIAL	650.00	0.00	650.00	0.0
5080 FUEL EXPENSE	3,700.00	1,013.02	2,686.98	27.4
5097 VETERINARY COSTS	2,500.00	120.00	2,380.00	4.8
ANIMAL CONTROL	174,986.00	45,800.66	129,185.34	26.2
Dept: 023 TDA TRANSIT				
5001 SALARY - FULLTIME	238,522.00	174,449.46	64,072.54	73.1
5003 SALARY - OVERTIME	3,867.00	66.20	3,800.80	1.7
5004 SALARY - PARTTIME	22,038.00	2,762.50	19,275.50	12.5
5008 MAINTENANCE - OTHER	2,760.00	1,367.22	1,392.78	49.5
5009 PAYROLL TAXES	20,229.00	13,109.77	7,119.23	64.8
5011 P.E.R.S.	20,111.00	13,259.82	6,851.18	65.9
5012 MAINTENANCE - VEHICLE	88,327.00	36,868.96	51,458.04	41.7
5013 RISK MANAGEMENT	26,853.00	0.00	26,853.00	0.0
5014 WORKMAN COMP	26,615.00	0.00	26,615.00	0.0
5015 MEDICAL INSURANCE	103,433.00	69,114.14	34,318.86	66.8
5016 OFFICE SUPPLIES	2,480.00	1,378.38	1,101.62	55.6
5018 LEGAL EXPENSE - GENERAL	12,840.00	119.14	12,720.86	0.9
5021 TRAINING	0.00	1,293.62	-1,293.62	0.0
5022 LICENSES, PERMITS & FEES	0.00	45.00	-45.00	0.0
5023 UNIFORMS	2,536.00	1,527.05	1,008.95	60.2

**EXPENDITURE REPORT  
ALL OTHER FUNDS**

1/23/2019

City of Arvin	BUDGET	1/23/2019	REMAIN	% USED
5026 POSTAGE	0.00	7.41	-7.41	0.0
5032 ADMINISTRATIVE SERVICES	41,916.00	0.00	41,916.00	0.0
5034 PROFESSIONAL SERVICES	571.00	50.00	521.00	8.8
5036 COMMUNICATIONS	1,192.00	1,098.58	93.42	92.2
5042 LEGAL EXPENSES - SPECIAL	2,185.00	0.00	2,185.00	0.0
5054 CONTRACT SERVICES	621.00	642.68	-21.68	103.5
5056 TELEPHONE	6,589.00	2,698.49	3,890.51	41.0
5060 UTILITIES EXPENSE	4,553.00	1,270.28	3,282.72	27.9
5062 DUES AND SUBSCRIPTIONS	813.00	8,489.20	-7,676.20	1044.2
5071 DEPRECIATION EXPENSE	117,967.00	0.00	117,967.00	0.0
5072 EQUIPMENT - LEASE	2,083.00	0.00	2,083.00	0.0
5074 EQUIPMENT RENTAL	1,169.00	153.41	1,015.59	13.1
5077 OUTSIDE SERVICES	2,281.00	653.75	1,627.25	28.7
5080 FUEL EXPENSE	45,005.00	28,357.34	16,647.66	63.0
5082 ADVERTISING-PUBLICATIONS-PRINT	1,707.00	0.00	1,707.00	0.0
5091 EMPLOYEE COSTS	621.00	225.95	395.05	36.4
5100 IT SYSTEMS SUPPORT	9,308.00	0.00	9,308.00	0.0
5118 Admin Salary and Benefits	14,275.00	0.00	14,275.00	0.0
 TDA TRANSIT	 823,467.00	 359,008.35	 464,458.65	 43.6
Expenditures	998,453.00	404,809.01	593,643.99	40.5

**Fund: 405 - PARK & RIDE**

Expenditures				
Dept: 063 PARK & RIDE				
5042 LEGAL EXPENSES - SPECIAL	0.00	546.50	-546.50	0.0
5070 ENGINEERING SVC	0.00	19,318.25	-19,318.25	0.0
 PARK & RIDE	 0.00	 19,864.75	 -19,864.75	 0.0

**Fund: 420 - SANITATION**

Expenditures				
Dept: 016 SANITATION				
5009 PAYROLL TAXES	813.00	0.00	813.00	0.0
5011 P.E.R.S.	785.00	0.00	785.00	0.0
5013 RISK MANAGEMENT	6,873.00	0.00	6,873.00	0.0
5018 LEGAL EXPENSE - GENERAL	12,584.00	2,829.00	9,755.00	22.5
5032 ADMINISTRATIVE SERVICES	111,777.00	0.00	111,777.00	0.0
5034 PROFESSIONAL SERVICES	125,717.00	42,550.90	83,166.10	33.8
5050 BANK SERVICE CHARGES	455.00	0.00	455.00	0.0
5052 CAPITAL EXPENSE	380,000.00	138,292.45	241,707.55	36.4
5060 UTILITIES EXPENSE	5,055.00	2,566.52	2,488.48	50.8
5070 ENGINEERING SVC	28,104.00	18,498.31	9,605.69	65.8
5071 DEPRECIATION EXPENSE	254,574.00	0.00	254,574.00	0.0
5110 VEOLIA OPERATING EXPENSES	1,556,352.00	618,606.25	937,745.75	39.7
5114 PRINCIPAL, VEOLIA NOTE	189,886.00	93,211.52	96,674.48	49.1
5115 INTEREST, VEOLIA NOTE	153,493.00	77,604.42	75,888.58	50.6
5118 Admin Salary and Benefits	14,275.00	0.00	14,275.00	0.0
 SANITATION	 2,840,743.00	 994,159.37	 1,846,583.63	 35.0

**Fund: 421 - SEWER CONNECTION FEES**

Expenditures				
Dept: 018 SEWERS				
5116 PRINCIPAL	40,554.00	40,554.00	0.00	100.0
5117 INTEREST	40,523.00	20,660.80	19,862.20	51.0
 SEWERS	 81,077.00	 61,214.80	 19,862.20	 75.5

EXPENDITURE REPORT  
**ALL OTHER FUNDS**

1/23/2019

City of Arvin

	BUDGET	1/23/2019	REMAIN	% USED
<b>Fund: 450 - SUCCESSOR AGENCY</b>				
Expenditures				
Dept: 070 SUCCESSOR AGENCY				
5009 PAYROLL TAXES	1,220.00	0.00	1,220.00	0.0
5011 P.E.R.S.	1,179.00	0.00	1,179.00	0.0
5018 LEGAL EXPENSE - GENERAL	22,819.00	12,347.99	10,471.01	54.1
5028 BOND PRINCIPLE EXPENDITURES	0.00	215,000.00	-215,000.00	0.0
5032 ADMINISTRATIVE SERVICES	27,944.00	4,000.00	23,944.00	14.3
5033 BOND INTEREST	462,000.00	222,877.50	239,122.50	48.2
5034 PROFESSIONAL SERVICES	31,067.00	0.00	31,067.00	0.0
5060 UTILITIES EXPENSE	251.00	137.79	113.21	54.9
5118 Admin Salary and Benefits	21,412.00	0.00	21,412.00	0.0
SUCCESSOR AGENCY	567,892.00	454,363.28	113,528.72	80.0