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

TUESDAY JULY 09, 2019 5:30 p.m.
CITY HALL COUNCIL CHAMBERS
200 CAMPUS DRIVE, ARVIN

CALL TO ORDER
Mayor Jose Gurrola

PLEDGE OF ALLEGIANCE

INVOCATION

*****************************************************************************

ROLL CALL
Jose Gurrola Mayor
Jazmin Robles Mayor Pro Tem
Gabriela Martinez Councilmember
Olivia Trujillo Councilmember
Mark S. Franetovich Councilmember

*****************************************************************************

STAFF
Richard Breckinridge City Manager
Shannon Chaffin City Attorney – Aleshire & Wynder
Jeff Jones Finance Director
Scot Kimble Chief of Police
Pawan Gill Director of Administrative Services
Adam Ojeda City Engineer
Cecilia Vela City Clerk
PUBLIC COMMENTS:
The meetings of the City Council and all municipal entities, commissions, and boards (“the City”) are open to the public. At regularly scheduled meetings, members of the public may address the City on any item listed on the agenda, or on any non-listed matter over which the City has jurisdiction. At special or emergency meetings, members of the public may only address the City on items listed on the agenda. The City may request speakers to designate a spokesperson to provide public input on behalf of a group, based on the number of people requesting to speak and the business of the City.

In accordance with the Brown Act, all matters to be acted on by the City must be posted at least 72 hours prior to the City meeting. In cases of an emergency, or when a subject matter needs immediate action or comes to the attention of the City subsequent to the agenda being posted, upon making certain findings, the City may act on an item that was not on the posted agenda.

AGENDA STAFF REPORTS AND HANDOUTS:
Staff reports and other disclosable public records related to open session agenda items are available at City Hall, 200 Campus Drive, Arvin, CA 93203 during regular business hours.

CONDUCT IN THE CITY COUNCIL CHAMBERS:
Rules of Decorum for the Public
Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the City meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the presiding officer or a majority of the City, be subject to ejection from the meeting per Gov. Code Sect. 54954.3(c).

Removal from the Council Chambers
Any person who commits the following acts in respect to a meeting of the City shall be removed from the Council Chambers per Gov. Code Sect. 54954.3(c).

(a) Disorderly, contemptuous or insolent behavior toward the City or any member thereof, tending to interrupt the due and orderly course of said meeting;
(b) A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting;
(c) Disobedience of any lawful order of the Mayor, which shall include an order to be seated or to refrain from addressing the City; and
(d) Any other unlawful interference with the due and orderly course of said meeting.

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

Motion __________ Second ______________ Vote __________

Roll Call: CM Martinez ___ CM Trujillo ___ CM Franetovich ___ MPT Robles ___ Mayor Gurrola ___

2. CLOSED SESSION ITEM(S)
   A. Conference with Legal Counsel: Anticipated Litigation (Pursuant to Government Code § 54956.9(d)(2))
      Two Potential Cases

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. CONSENT AGENDA ITEM(S)
   A. Approval of Demand Register(s) of June 21, 2019 – July 03, 2019.
   B. Approval of Payroll Register(s) of June 28, 2019.
   C. Approval of the Minutes of the Regular Meeting(s) of June 25, 2019.
   D. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal of a Grant Application to the California Department of Housing and Community Development for SB2 Planning Grants Program Funds; and Authorizing Related Actions
   E. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal of an Application to the Statewide Park Development and Community Revitalization Program Grant Funds (Smotherman Park).
   F. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal of an Application to the Statewide Park Development and Community Revitalization Program Grant Funds (DiGiorgio Park).
   G. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal of an Application to the Statewide Park Development and Community Revitalization Program Grant Funds (Kovacevich Park).
   H. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal of an Application to the Statewide Park Development and Community Revitalization Program Grant Funds (Garden in the Sun Park).
   I. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal of an Application to the Statewide Park Development and Community Revitalization Program Grant Funds (Felecita Park).

   Staff recommends approval of the Consent Agenda.
5. ACTION ITEM(S)
   A. Designation of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference to be held on October 16 - 18, 2019 in Long Beach, CA. (City Clerk)

   Staff recommends designating a voting delegate and up to two alternates.

   Motion __________ Second ____________ Vote _________
   Roll Call: CM Martinez ____ CM Trujillo ____ CM Franetovich ____ MPT Robles ____ Mayor Gurrola ____

6. SUCCESSOR AGENCY ITEM(S)
   A. Consideration and Approval of A Joint Resolution of the Successor Agency to the Arvin Community Redevelopment Agency and the City Council of the City of Arvin Approving Sale and Request to Kern County Oversight Board to Affirm Sale of Property at 816 Sycamore, APN 192-110-16, Consisting of 7,142 Square Feet, Subject to Vacant Land Purchase Agreement and Joint Escrow Instructions By an and Between the Successor Agency and Oscar L. Rudnick (Buyer) and to Authorize the Executive Director to Act on Behalf of the Successor Agency. Continued from meeting of June 25, 2019. (Senior Planner)

   Staff recommends approval of the Resolution.

   Motion __________ Second ____________ Vote _________
   Roll Call: AM/CM Martinez ____ AM/CM Trujillo ____ AM/CM Franetovich ____ AM/MPT Robles ____ Chair/Mayor Gurrola ____

7. DISCUSSION ITEM(S)
   A. Veteran’s Dinner Nov. 6, 2019 (MPT Robles)

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 July 03, 2019.

Cecilia Vela, City Clerk
<table>
<thead>
<tr>
<th>Ref. No.</th>
<th>Vendor Name</th>
<th>Invoice No.</th>
<th>Posting Date</th>
<th>PONumber</th>
<th>Invoice Date</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>49480</td>
<td>ACC BUSINESS</td>
<td>06/27/2019</td>
<td>06/27/2019</td>
<td>191623345</td>
<td>05.11.19-06.10.19</td>
<td></td>
<td>956.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49439</td>
<td>AFLAC</td>
<td>06/17/2019</td>
<td>06/11/2019</td>
<td>081992</td>
<td>AFLAC SVC. JUNE 2019</td>
<td>305.82</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49438</td>
<td>AIRGAS WEST</td>
<td>06/17/2019</td>
<td>06/17/2019</td>
<td>9962592205</td>
<td>RENT CYL IND. LARGE ACETYLENE</td>
<td>66.59</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49481</td>
<td>ALESHIRE &amp; WYNDER, LLP</td>
<td>06/27/2019</td>
<td>06/27/2019</td>
<td>COA LEGAL SVC. MAR. 2019</td>
<td></td>
<td>25,955.82</td>
<td></td>
</tr>
<tr>
<td>49482</td>
<td>ALESHIRE &amp; WYNDER, LLP</td>
<td>06/27/2019</td>
<td>06/27/2019</td>
<td>COA LEGAL SVC. APR. 2019</td>
<td></td>
<td>37,280.93</td>
<td></td>
</tr>
<tr>
<td>49483</td>
<td>ALESHIRE &amp; WYNDER, LLP</td>
<td>06/27/2019</td>
<td>06/27/2019</td>
<td>COA LEGAL SVC. MAY 2019</td>
<td></td>
<td>28,328.59</td>
<td></td>
</tr>
<tr>
<td>49484</td>
<td>ARVIN COMM SERVICES DIST</td>
<td>06/27/2019</td>
<td>06/27/2019</td>
<td>REFUND RECEIPT#33164</td>
<td>DEPOSIT REIMBUSEMENT 5.30.1</td>
<td></td>
<td>450.00</td>
</tr>
<tr>
<td>49472</td>
<td>BANK OF AMERICA - CC</td>
<td>06/17/2019</td>
<td>06/05/2019</td>
<td>CC TRANSACTION 3.26.19-4.25.19</td>
<td>CREDIT CARD TRANSACTIONS 4.</td>
<td></td>
<td>6,367.74</td>
</tr>
<tr>
<td>49485</td>
<td>BLUE SHIELD OF CALIFORNIA</td>
<td>06/27/2019</td>
<td>06/27/2019</td>
<td>191640032216</td>
<td>MEDICAL INSURANCE JULY 2019</td>
<td></td>
<td>15,820.79</td>
</tr>
<tr>
<td>49440</td>
<td>C &amp; T AUTOMOTIVE, INC</td>
<td>06/17/2019</td>
<td>06/10/2019</td>
<td>900026549</td>
<td>MAINTENANCE FLEET#274</td>
<td>45.12</td>
<td></td>
</tr>
<tr>
<td>49441</td>
<td>C &amp; T AUTOMOTIVE, INC</td>
<td>06/17/2019</td>
<td>06/11/2019</td>
<td>900026560</td>
<td>MAINTENANCE FLEET#276</td>
<td>45.12</td>
<td></td>
</tr>
<tr>
<td>49442</td>
<td>C &amp; T AUTOMOTIVE, INC</td>
<td>06/17/2019</td>
<td>06/13/2019</td>
<td>900026573</td>
<td>MAINTENANCE FLEET#317</td>
<td>137.92</td>
<td></td>
</tr>
<tr>
<td>49443</td>
<td>C &amp; T AUTOMOTIVE, INC</td>
<td>06/17/2019</td>
<td>06/13/2019</td>
<td>900026581</td>
<td>MAINTENANCE FLEET#273</td>
<td>291.09</td>
<td></td>
</tr>
<tr>
<td>49444</td>
<td>C &amp; T AUTOMOTIVE, INC</td>
<td>06/17/2019</td>
<td>06/14/2019</td>
<td>900026589</td>
<td>MAINTENANCE FLEET#266</td>
<td>79.62</td>
<td></td>
</tr>
<tr>
<td>49486</td>
<td>C &amp; T AUTOMOTIVE, INC</td>
<td>06/27/2019</td>
<td>06/04/2019</td>
<td>900026525</td>
<td>MAINTENANCE FLEET#301</td>
<td>356.24</td>
<td></td>
</tr>
<tr>
<td>49445</td>
<td>CLARK PEST CONTROL</td>
<td>06/17/2019</td>
<td>05/14/2019</td>
<td>PEST CONTROL-TRANSIT 5.14319</td>
<td>PEST CONTROL-TRANSIT</td>
<td></td>
<td>200.00</td>
</tr>
<tr>
<td>49487</td>
<td>COLLINS &amp; SCHOETTLER</td>
<td>06/27/2019</td>
<td>06/27/2019</td>
<td>MILESTONE 8 5.17.19</td>
<td>ARVIN WATER RESOURCES ELE</td>
<td></td>
<td>8,000.00</td>
</tr>
<tr>
<td>49447</td>
<td>COPOWER</td>
<td>06/17/2019</td>
<td>06/17/2019</td>
<td>CHIRO SVC. JULY 2019</td>
<td></td>
<td>177.06</td>
<td></td>
</tr>
</tbody>
</table>

H - Hand Check

Attachment: Demand Register 062119-070319 (Demand Register(s) of June 21, 2019 – July 03, 2019)
<table>
<thead>
<tr>
<th>Ref. No.</th>
<th>Vendor Name</th>
<th>Invoice No.</th>
<th>Posting Date</th>
<th>PONumber</th>
<th>Invoice Date</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>49448</td>
<td>DEPARTMENT OF JUSTICE</td>
<td>376494</td>
<td>06/17/2019</td>
<td></td>
<td>06/17/2019</td>
<td>FINGERPRINT SVC. MAY 2019</td>
<td>566.00</td>
</tr>
<tr>
<td>49448</td>
<td>DEPARTMENT OF JUSTICE</td>
<td>379280</td>
<td>06/27/2019</td>
<td></td>
<td>06/05/2019</td>
<td>FINGERPRINT SVC. COMM.DEV.D</td>
<td>32.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49449</td>
<td>DIAMOND IT PREPAID USE 28-397</td>
<td>24340</td>
<td>06/27/2019</td>
<td></td>
<td>05/31/2019</td>
<td>DIAMOND IT PREPAID SVC-TRAN</td>
<td>0.00</td>
</tr>
<tr>
<td>49449</td>
<td>DIAMOND TECHNOLOGIES, INC</td>
<td>24952043</td>
<td>06/17/2019</td>
<td></td>
<td>06/17/2019</td>
<td>DELL POWEREDGE SERVER</td>
<td>1,767.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49450</td>
<td>JAS PACIFIC</td>
<td>PC5362</td>
<td>06/05/2019</td>
<td></td>
<td>06/05/2019</td>
<td>PLAN CHECK SVC. MAY 2019</td>
<td>5,325.00</td>
</tr>
<tr>
<td>49451</td>
<td>JAS PACIFIC</td>
<td>BI13316</td>
<td>06/17/2019</td>
<td></td>
<td>06/17/2019</td>
<td>PLANNER SVC. MAY 2019</td>
<td>21,040.73</td>
</tr>
<tr>
<td>49452</td>
<td>JAS PACIFIC</td>
<td>BI13302</td>
<td>06/17/2019</td>
<td></td>
<td>06/05/2019</td>
<td>BUILDING INSPECTOR SVC MAY</td>
<td>3,300.00</td>
</tr>
<tr>
<td>49474</td>
<td>JAS PACIFIC</td>
<td>BI 13241</td>
<td>06/26/2019</td>
<td></td>
<td>04/05/2019</td>
<td>BUILDING INSPECTOR SVC. 03/11</td>
<td>3,300.00</td>
</tr>
<tr>
<td>49475</td>
<td>JAS PACIFIC</td>
<td>BI13270</td>
<td>06/26/2019</td>
<td></td>
<td>05/05/2019</td>
<td>BUILDING INSPECTOR SVC. 04/15</td>
<td>3,975.00</td>
</tr>
<tr>
<td>49476</td>
<td>JAS PACIFIC</td>
<td>BI13271</td>
<td>06/26/2019</td>
<td></td>
<td>05/05/2019</td>
<td>PLANNER SVC. APR. 2019</td>
<td>19,736.35</td>
</tr>
<tr>
<td>49477</td>
<td>JAS PACIFIC</td>
<td>BI13242</td>
<td>06/26/2019</td>
<td></td>
<td>04/05/2019</td>
<td>PLANNER SVC. MAR. 2019</td>
<td>19,458.52</td>
</tr>
<tr>
<td>49478</td>
<td>JAS PACIFIC</td>
<td>PC5312</td>
<td>06/26/2019</td>
<td></td>
<td>04/05/2019</td>
<td>PLANCHECK SVC. MAR. 2019</td>
<td>4,387.50</td>
</tr>
<tr>
<td>49479</td>
<td>JAS PACIFIC</td>
<td>PC5339</td>
<td>06/26/2019</td>
<td></td>
<td>05/05/2019</td>
<td>PLANCHECK SVC. APR. 2019</td>
<td>2,325.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49504</td>
<td>JORGE SILVA</td>
<td>REFUND RECEIPT#32958</td>
<td>06/27/2019</td>
<td></td>
<td>06/27/2019</td>
<td>REIMBURSEMENT REFUND 6.15.</td>
<td>100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4953</td>
<td>JTS TRUCKING REPAIR</td>
<td>237473</td>
<td>06/17/2019</td>
<td></td>
<td>06/05/2019</td>
<td>MAINTENANCE FLEET#209</td>
<td>771.98</td>
</tr>
<tr>
<td>4954</td>
<td>JTS TRUCKING REPAIR</td>
<td>236107</td>
<td>06/17/2019</td>
<td></td>
<td>05/10/2019</td>
<td>MAINTENANCE FLEET#211</td>
<td>804.95</td>
</tr>
<tr>
<td>4955</td>
<td>JTS TRUCKING REPAIR</td>
<td>236145</td>
<td>06/17/2019</td>
<td></td>
<td>05/10/2019</td>
<td>MAINTENANCE FLEET#207</td>
<td>712.37</td>
</tr>
<tr>
<td>4956</td>
<td>JTS TRUCKING REPAIR</td>
<td>237190</td>
<td>06/17/2019</td>
<td></td>
<td>05/30/2019</td>
<td>MAINTENANCE FLEET#211</td>
<td>829.71</td>
</tr>
<tr>
<td>4957</td>
<td>JTS TRUCKING REPAIR</td>
<td>237729</td>
<td>06/17/2019</td>
<td></td>
<td>06/10/2019</td>
<td>MAINTENANCE FLEET#211</td>
<td>375.30</td>
</tr>
<tr>
<td>4958</td>
<td>JTS TRUCKING REPAIR</td>
<td>237730</td>
<td>06/17/2019</td>
<td></td>
<td>06/10/2019</td>
<td>MAINTENANCE FLEET#211</td>
<td>573.60</td>
</tr>
<tr>
<td>4959</td>
<td>JTS TRUCKING REPAIR</td>
<td>237989</td>
<td>06/17/2019</td>
<td></td>
<td>06/17/2019</td>
<td>SUPPLIES-TRANSIT</td>
<td>76.25</td>
</tr>
<tr>
<td>49494</td>
<td>JTS TRUCKING REPAIR</td>
<td>238478</td>
<td>06/27/2019</td>
<td></td>
<td>06/27/2019</td>
<td>MAINTENANCE FLEET#205</td>
<td>240.00</td>
</tr>
<tr>
<td>49509</td>
<td>JTS TRUCKING REPAIR</td>
<td>238648</td>
<td>06/27/2019</td>
<td></td>
<td>06/27/2019</td>
<td>MAINTENANCE FLEET#110</td>
<td>193.76</td>
</tr>
</tbody>
</table>

| Vendor Total: | 82,848.10 |

**Vendor Total:**

**Attachment:** Demand Register Demand Register(s) of June 21, 2019 – July 03, 2019
<table>
<thead>
<tr>
<th>Ref. No.</th>
<th>Vendor Name</th>
<th>Invoice No.</th>
<th>Posting Date</th>
<th>PONumber</th>
<th>Invoice Date</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>49510</td>
<td>JTS TRUCKING REPAIR</td>
<td>238647</td>
<td>06/27/2019</td>
<td></td>
<td>06/27/2019</td>
<td>MAINTENANCE FLEET#209</td>
<td>198.75</td>
</tr>
<tr>
<td>49511</td>
<td>JTS TRUCKING REPAIR</td>
<td>238646</td>
<td>06/27/2019</td>
<td></td>
<td>06/27/2019</td>
<td>MAINTENANCE FLEET#211</td>
<td>842.90</td>
</tr>
<tr>
<td>49460</td>
<td>KAISER PERMANENTE</td>
<td></td>
<td>06/17/2019</td>
<td></td>
<td>06/05/2019</td>
<td>MEDICAL BENEFIT JULY 2019</td>
<td>25,467.15</td>
</tr>
<tr>
<td>49512</td>
<td>KERN COUNCIL OF GOVERNMENTS</td>
<td>1903 REVISED</td>
<td>06/27/2019</td>
<td></td>
<td>06/27/2019</td>
<td>REGIONAL AWARDS DINNER</td>
<td>275.00</td>
</tr>
<tr>
<td>49470</td>
<td>KERN COUNTY FIRE DEPARTMENT</td>
<td>FIRE PROTECTION FY 17-19</td>
<td>06/17/2019</td>
<td></td>
<td>06/17/2019</td>
<td>FIRE PROTECTION FY 2017-2018</td>
<td>620,528.47</td>
</tr>
<tr>
<td>49461</td>
<td>KERN PRINT SERVICES</td>
<td>43375</td>
<td>06/17/2019</td>
<td></td>
<td>06/17/2019</td>
<td>ANIMAL LICENSES</td>
<td>316.43</td>
</tr>
<tr>
<td>49462</td>
<td>LOCAL GOVERNMENT COMMISSION</td>
<td>102929</td>
<td>06/17/2019</td>
<td></td>
<td>06/17/2019</td>
<td>CALTRANS SRTS PLANNING</td>
<td>6,264.48</td>
</tr>
<tr>
<td>49463</td>
<td>MOUNTAINSIDE DISPOSAL</td>
<td></td>
<td>06/17/2019</td>
<td></td>
<td>06/17/2019</td>
<td>PROPERTY TAXES 6.5.19</td>
<td>3,641.61</td>
</tr>
<tr>
<td>49464</td>
<td>MOUNTAINSIDE DISPOSAL</td>
<td></td>
<td>06/17/2019</td>
<td></td>
<td>06/17/2019</td>
<td>PROPERTY TAXES 5.7.19</td>
<td>24,051.37</td>
</tr>
<tr>
<td>49493</td>
<td>MOUNTAINSIDE DISPOSAL</td>
<td></td>
<td>06/27/2019</td>
<td></td>
<td>06/27/2019</td>
<td>PROPERTY TAXES 6.24.19</td>
<td>4,623.02</td>
</tr>
<tr>
<td>49495</td>
<td>MOUNTAINSIDE DISPOSAL</td>
<td></td>
<td>06/27/2019</td>
<td></td>
<td>06/27/2019</td>
<td>BIN RENT, LANDFILL, 4YD FLSVC.</td>
<td>599.97</td>
</tr>
<tr>
<td>49471</td>
<td>MUNICIPAL CODE CORPORATION</td>
<td>00327959</td>
<td>06/17/2019</td>
<td></td>
<td>06/03/2019</td>
<td>ADMIN SUPPORT FEE 2019-2020</td>
<td>350.00</td>
</tr>
<tr>
<td>49465</td>
<td>MUNISERVICES, LLC</td>
<td>INV06-005998</td>
<td>06/17/2019</td>
<td></td>
<td>06/17/2019</td>
<td>STARS 4TH QTR. 2018</td>
<td>541.16</td>
</tr>
<tr>
<td>49496</td>
<td>OFFICE DEPOT</td>
<td>318354485001</td>
<td>06/27/2019</td>
<td></td>
<td>05/21/2019</td>
<td>OFFICE SUPPLIES-POLICE DEPT.</td>
<td>19.99</td>
</tr>
<tr>
<td>49497</td>
<td>OFFICE DEPOT</td>
<td>318354869001</td>
<td>06/27/2019</td>
<td></td>
<td>05/22/2019</td>
<td>OFFICE SUPPLIES-POLICE DEPT.</td>
<td>5.73</td>
</tr>
<tr>
<td>49498</td>
<td>OFFICE DEPOT</td>
<td>318354870001</td>
<td>06/27/2019</td>
<td></td>
<td>05/24/2019</td>
<td>OFFICE SUPPLIES-POLICE DEPT.</td>
<td>201.30</td>
</tr>
<tr>
<td>49513</td>
<td>OJEDA, ADAM</td>
<td></td>
<td>06/27/2019</td>
<td></td>
<td>06/27/2019</td>
<td>TRAINING REIMBURSEMENT ROV</td>
<td>805.36</td>
</tr>
<tr>
<td>49514</td>
<td>OJEDA, ADAM</td>
<td></td>
<td>06/27/2019</td>
<td></td>
<td>06/27/2019</td>
<td>TRAINING-FUNDAMENTALS INSPI</td>
<td>473.72</td>
</tr>
<tr>
<td>49499</td>
<td>PACIFIC TIRE ARVIN</td>
<td>23186</td>
<td>06/27/2019</td>
<td></td>
<td>05/31/2019</td>
<td>MAINTENANCE FLEET#207</td>
<td>105.00</td>
</tr>
<tr>
<td>49500</td>
<td>PACIFIC TIRE ARVIN</td>
<td>23194</td>
<td>06/27/2019</td>
<td></td>
<td>05/31/2019</td>
<td>MAINTENANCE FLEET#207</td>
<td>498.35</td>
</tr>
<tr>
<td>Ref. No.</td>
<td>Vendor Name</td>
<td>Invoice No.</td>
<td>Posting Date</td>
<td>PONumber</td>
<td>Invoice Date</td>
<td>Invoice Description</td>
<td>Invoice Amount</td>
</tr>
<tr>
<td>----------</td>
<td>-------------</td>
<td>-------------</td>
<td>--------------</td>
<td>----------</td>
<td>--------------</td>
<td>---------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>49501</td>
<td>PG &amp; E</td>
<td>06/27/2019</td>
<td>#289173572-9 6.17.19</td>
<td></td>
<td>06/17/2019</td>
<td>A#289173572-9 6.17.19</td>
<td>153.15</td>
</tr>
<tr>
<td>49503</td>
<td>PURCHASE POWER</td>
<td>06/27/2019</td>
<td>8000-9000-0054-0157 6.11.19</td>
<td></td>
<td>06/27/2019</td>
<td>POSTAGE REFILL 6.11.19</td>
<td>554.05</td>
</tr>
<tr>
<td>49505</td>
<td>SUPERVISOR</td>
<td>06/27/2019</td>
<td>REFUND RECEIPT 33117</td>
<td></td>
<td>06/27/2019</td>
<td>REIMBURSEMENT OF DEPOSIT</td>
<td>200.00</td>
</tr>
<tr>
<td>49468</td>
<td>TAG-AMS, INC</td>
<td>06/17/2019</td>
<td>2751164</td>
<td></td>
<td>06/10/2019</td>
<td>DRUG TEST - TRANSIT</td>
<td>158.95</td>
</tr>
<tr>
<td>49506</td>
<td>TAG-AMS, INC</td>
<td>06/27/2019</td>
<td>2752094</td>
<td></td>
<td>06/10/2019</td>
<td>DRUG TEST-PUBLIC WORKS</td>
<td>54.00</td>
</tr>
<tr>
<td>49507</td>
<td>URBAN FUTURES, INC</td>
<td>06/27/2019</td>
<td>ABR-2019-06</td>
<td></td>
<td>05/30/2019</td>
<td>2005 TAX ALLOCATION BONDS</td>
<td>12,500.00</td>
</tr>
<tr>
<td>49508</td>
<td>VEOLIA WATER NA - MAINT-NOTE</td>
<td>06/27/2019</td>
<td>90199863</td>
<td></td>
<td>06/27/2019</td>
<td>O&amp;M WASTEWATER TREATEMEN</td>
<td>129,896.25</td>
</tr>
</tbody>
</table>

**Grand Total:** 1,063,763.41  
**Less Credit Memos:** 0.00  
**Net Total:** 1,063,763.41  
**Less Hand Check Total:** 6,367.74  
**Outstanding Invoice Total:** 1,057,395.67

**Total Invoices:** 74

Attachment: Demand Register 06/21/19-07/03/19 (Demand Register(s) of June 21, 2019 – July 03, 2019)
# Earnings Report

**Payroll 5-28-19**

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employee ID</th>
<th>1X</th>
<th>2X</th>
<th>3X</th>
<th>ADJ</th>
<th>ADLCO</th>
<th>ADPAY</th>
<th>ALLOW</th>
<th>BNFT1</th>
<th>Oth</th>
<th>Tot</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>10,581.25</td>
<td>864.07</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2.00</td>
<td>836.88</td>
<td>5,302.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>0.00</td>
<td>780.92</td>
<td>928.00</td>
<td>255.41</td>
<td>185.85</td>
<td>0.00</td>
<td>0.00</td>
<td>130,426.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,619.15</td>
<td>0.00</td>
<td>2,158.01</td>
<td>774.58</td>
<td>1,035.98</td>
<td>0.00</td>
<td>300.00</td>
<td>475.98</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>0.00</td>
<td>91,171.94</td>
<td>0.00</td>
<td>90.78</td>
<td>8,589.00</td>
<td>2,835.74</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total:** Employee Count: **55**

---

# Cost Report

**Payroll 6-28-19**

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employee ID</th>
<th>PER3E</th>
<th>FUTA</th>
<th>PER5E</th>
<th>MC</th>
<th>MC1</th>
<th>PER1E</th>
<th>PER2D</th>
<th>PER2E</th>
<th>Oth</th>
<th>Tot</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>1,665.49</td>
<td>268.07</td>
<td>0.00</td>
<td>1,246.62</td>
<td>0.00</td>
<td>968.45</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,114.97</td>
<td>119.59</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>2,260.69</td>
<td>22,278.1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,101.80</td>
<td>0.00</td>
<td>0.00</td>
<td>2,176.90</td>
<td>1,968.84</td>
<td>0.00</td>
<td>7,004.74</td>
<td>1,381.98</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total:** Employee Count: **55**

---

Attachment: Payroll Register of June 28, 2019 (Payroll Register(s) of June 28, 2019).
REGULAR MEETING MINUTES

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

JUNE 25, 2019

CALL TO ORDER @ 6:00PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: All present; CM Martinez arrived during Public Comments Agenda Item #2.

1. Approval of Agenda as To Form.
   Motion to approve Agenda with the following revisions:
   - Move Successor Agency Item 6B after Consent Agenda Item 4F.
   - Move Public Hearing Item 5E after Successor Agency Item 6B.
   Motion Mayor Gurrola Second MPT Robles Vote 4-0

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

3. PRESENTATION(S)
   A. Job Spot Education and Job Resource Center
      Mark Wyatt, Principal - Bakersfield Adult School

4. CONSENT AGENDA ITEM(S)
   B. Approval of Demand Register(s) of May 24, 2019 – June 20, 2019.
   C. Approval of Payroll Register(s) of May 31, 2019 and June 14, 2019.
   D. Approval of the Minutes of the Regular Meeting(s) of May 28, 2019.
   E. Approval of A Resolution of the City Council of the City of Arvin Consenting to the Submittal of Grant Applications and Application Documents to the California Department of Transportation for the Low Carbon Transit Operations (LCTOP) Program; and Authorizing Related Actions for the Following Project: Arvin Electric Bus Purchase: $68,682.

Resolution No. 2019-48
F. Approval of A Resolution of the City Council of the City of Arvin Approving Budget Amendment Number 1819-03 in the amount of $89,365.47 and Authorizing Payment to Kern County Fire Services for same.

Resolution No. 2019-49

G. Approval of A Resolution of the City Council of the City of Arvin Approving the Fourth Amendment to Professional Services Agreement By and Between the City of Arvin and DeWalt Corporation for City Engineering Services.

Resolution No. 2019-50
Agreement No. 2019-13

Staff recommends approval of the Consent Agenda.

Motion to pull Consent Agenda Item 4E for discussion and approve Consent Agenda Items 4A, 4B, 4C, 4D, & 4F.
Motion Mayor Gurrola Second CM Trujillo Vote 4-0

Motion to approve Consent Agenda Item 4E.
Motion Mayor Gurrola Second CM Franetovich Vote 4-0

5. PUBLIC HEARING ITEM(S)
A. A Public Hearing to Consider Adoption of An Ordinance of the City Council of the City of Arvin, California to Amend Section 5.05.020 of Chapter 5 or Title 5, Add Section 5.05.230 of Chapter 5 of Title 5 of the Arvin Municipal Code and to Adopt Title 5, Chapter 6 of the Arvin Municipal Code Regulating Sidewalk Vendors. (City Planner)

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

Hearing opened.
No public testimony.
Hearing closed.

Motion to waive second reading of the Ordinance and approve the adoption of the Ordinance.
Motion MPT Robles Second CM Martinez Vote 5-0

Ordinance No. 2019-459

B. A Public Hearing to Consider Approval of A Resolution of the City Council of the City of Arvin Annexing Taco Bell and Associated Parcels Into Landscaping and Lighting Maintenance District No. 1; and Confirming and Ordering the Annual Levy of Assessments for Fiscal Year 2019-20 for Landscaping and Lighting Maintenance District No. 1. (City Engineer)
Staff recommends the City Council open the hearing, allow for public testimony, close the hearing, and approve the Resolution.

C. A Public Hearing to Consider Approval of A Resolution of the City Council of the City of Arvin Confirming and Ordering the Annual Levy of Assessments for Fiscal Year 2019-20 for Landscaping and Lighting Maintenance District No. 2. (City Engineer)

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

Motion to approve Resolution.
Motion CM Trujillo Second CM Franetovich Vote 5-0
Resolution No. 2019-51

D. A Public Hearing to Consider and Approve A Resolution of the City Council of the City of Arvin Approving General Plan Amendment 2013-01-Ariston Project by Approving the Change of Land Use Designation on 62+- Acres from Light Industrial and Heavy Industrial to 3.289 Acres to Light Industrial, 8.01 Acres to General Commercial, 13.46 Acres to Medium-Density Residential, and 7.01 Acres to High Density Residential; and

An Ordinance Of The City Of Arvin, California, Amending The Official Zoning Map, Heretofore Adopted By Section 17.06.020 of the Arvin Municipal Code, Being The Zoning Ordinance of the City Of Arvin, for Zone Change 2013-01 (Ariston). The Ordinance proposes a Zone Change from A-1, Light Agricultural and A-2 General Agricultural to M-2 Light Manufacturing, C-2 General Commercial, R-2 Two Family, and R-3 Limited Multiple Family for the Project, Uncodified Ordinance; and

Adopt the Associated Mitigated Negative Declaration and Mitigation Monitoring Reporting and Applicable Program for General Plan Amendment 2013-01 and Zone Change 2013-01 for the Ariston Project. (City Planner)

Staff recommends that the City Council open the public hearing, allow for public testimony, continue the public hearing to a date certain, refer the proposed
project alternative and other considerations to the Planning Commission for a report and recommendation to the City Council regarding the updated project.

Hearing opened.
No public testimony.
Hearing closed.
Motion to continue the public hearing to the Regular Council Meeting of August 13, 2019 and to allow the Arvin Planning Commission to review and provide an updated recommendation to the City Council.
Motion Mayor Gurrola Second CM Franetovich Vote 5-0

E. A Public Hearing to Consider Approval of A Resolution of the City Council of the City of Arvin Adopting the Annual Operating and Capital Budget for Fiscal Year 2019-2020. (Finance Director)

Staff recommends that the City Council open the hearing, allow for public testimony, close the hearing, and approve the Resolution to adopt the proposed Fiscal Year 19-20 Budget and Fiscal Year 19-20 Capital Improvement Plan.

Hearing opened.
Public Testimony: Arvin resident, Manuel Garcia provided comments regarding pot holes and questioned why there are no funds in the budget for street repairs.
Hearing closed.
Motion to approve the Resolution to adopt the proposed Fiscal Year 2019-2020 Budget and Fiscal Year 19-20 Capital Improvement Plan.
Motion CM Trujillo Second CM Martinez Vote 5-0

Resolution No. 2019-53

6. SUCCESSOR AGENCY ITEM(S)
   A. Consideration and Approval of A Joint Resolution of the Successor Agency to the Arvin Community Redevelopment Agency and the City Council of the City of Arvin Approving Sale and Request to Kern County Oversight Board to Affirm Sale of Property at 816 Sycamore, APN 192-110-16, Consisting of 7,142 Square Feet, Subject to Vacant Land Purchase Agreement and Joint Escrow Instructions By an and Between the Successor Agency and Oscar L. Rudnick (Buyer) and to Authorize the Executive Director to Act on Behalf of the Successor Agency. (City Planner)

Staff recommends approval of the Resolution.

Motion to continue above Successor Agency Item 6A to the next Regular City Council Meeting of July 09, 2019.
Motion Mayor Gurrola Second CM Ortiz Vote 5-0
B. Consideration and Approval of A Joint Resolution of the Arvin Successor Agency and City Council of the City of Arvin Approving Second Amendment of Disposition and Development Agreement Between Successor Agency and Jhaj and Brar Investment Inc. Amending Schedule of Performance Item 31, Completion Date No Later Than July 1, 2020 and Recommending Approval by the Kern County Oversight Board. (City Planner)

Staff recommends approval of the Resolution.

Motion to approve the Resolution approving Second Amendment of Disposition and Development Agreement between Successor Agency and Jhaj and Brar Investment Inc. amending Schedule of Performance Item 31, completion date no later than July 1, 2020 and recommending approval by the Kern County Oversight Board.
Motion Mayor Gurrola Second MPT Robles Vote 5-0
Agreement No. 2019-14
Resolution No. 2019-54

7. DISCUSSION ITEM(S)
   A. Formation of Arvin Housing Advisory Committee (City Planner)
   B. Update on Cannabis Ordinance (City Manager)

8. STAFF REPORTS
   A. Monthly Financial Report – May 2019 (Finance Director)

9. COUNCIL MEMBER COMMENTS

10. ADJOURNED @ 7:47PM

Respectfully submitted,

Cecilia Vela, City Clerk
TO:          City Council

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

SUBJECT:    A Resolution of the City Council of the City of Arvin Authorizing the Submittal of a Grant Application to the California Department of Housing and Community Development for SB2 Planning Grants Program Funds; and Authorizing Related Actions

BACKGROUND:
The City of Arvin would like to submit to the California Department of Housing and Community Development 2019 SB2 Planning Grant Program. The goal of the program is to accelerate the production of housing by providing funds to update planning documents and processes in support of housing. The City of Arvin has identified several activities which would speed up Arvin's permitting, planning and zoning processes. The City is eligible to apply for the grant in an amount up to $160,000.

FINANCIAL IMPACT:
No impact.
RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR SB2 PLANNING GRANTS PROGRAM FUNDS; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 29, 2019, for its Planning Grants Program (PGP), and;

WHEREAS, the City Council of the City of Arvin desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB2 Planning Grants Program Guidelines released by the Department for the PGP Program, and;

WHEREAS, the Department is authorized to provide up to $1.2 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program, and;

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

SECTION 1. The City Manager, or his designee is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 29, 2019 in the amount of $160,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the City Manager, or his designee is authorized to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) for the amount of $160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City’s obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City of Arvin shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council of the City of Arvin hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the
Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Manager, or his designee, is authorized and directed to execute the City of Arvin’s Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City of Arvin as required by the Department for receipt of the PGP Grant.
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 9th day of July, 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
Staff Report

Meeting Date: July 9, 2019

TO: City Council
FROM: Pawan Gill, Director of Administrative Services
                   Jerry Breckinridge, City Manager
SUBJECT: A Resolution of the City Council of the City of Arvin Authorizing the Submittal of an Application to the Statewide Park Development and Community Revitalization Program Grant Funds

BACKGROUND:
The Statewide Park Development and Community Revitalization Program Grant Funds (Prop. 68) is a resource for the acquisition, rehabilitation, renovation and expansion of parks. The City of Arvin would like to apply to this grant program and plans to apply for all five of Arvin's parks.

There has not been a source of funding for City Parks in many years, existing facilities are deteriorated and new recreational facilities are greatly needed in multiple locations.

RECOMMENDATION:
Staff recommends the City council adopt the resolutions.

FISCAL IMPACT:
No impact. Prop. 68 does not require matching funds in order to apply.
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS; AND AUTHORIZING RELATED ACTION (SMOTHERMAN PARK)

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Arvin hereby:

Approves the filing of an application for The City of Arvin’s “Kick it to be Fit” Smotherman Park Renovation Project; and

Section 1: Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and

Section 2: Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

Section 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 4: The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Arvin all program documents including, but not limited to, applications, agreements, amendments and request for payments, necessary for the completion of the Grant Scope subject to approval as to legal form by the City Attorney; and

Section 5: Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 6: Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).
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 09th day of July 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

I, ________________________________, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS; AND AUTHORIZING RELATED ACTION (DIGIORGIO PARK)

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Arvin hereby:

Approves the filing of an application for The City of Arvin’s “DiGiorgio Park Wildflower Themes and Ninja Dreams” Project

Section 1: Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and

Section 2: Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

Section 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 4: The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Arvin all program documents including, but not limited to, applications, agreements, amendments and request for payments, necessary for the completion of the Grant Scope subject to approval as to legal form by the City Attorney; and

Section 5: Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 6: Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).
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 09th day of July 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

I, _____________________________, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS; AND AUTHORIZING RELATED ACTION (KOVAČEVIĆ PARK)

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Arvin hereby:

 Approves the filing of an application for The City of Arvin’s “Kovacevich Park Field of Dreams and Baseball Teams” Project

Section 1: Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and

Section 2: Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

Section 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 4: The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Arvin all program documents including, but not limited to, applications, agreements, amendments and request for payments, necessary for the completion of the Grant Scope subject to approval as to legal form by the City Attorney; and

Section 5: Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 6: Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).
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 09th day of July 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

I, ________________________________, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS; AND AUTHORIZING RELATED ACTION (GARDEN IN THE SUN PARK)

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Arvin hereby:

Approves the filing of an application for The City of Arvin’s “Recreational Fun in the Garden of the Sun” Project

Section 1: Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and

Section 2: Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

Section 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 4: The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Arvin all program documents including, but not limited to, applications, agreements, amendments and request for payments, necessary for the completion of the Grant Scope subject to approval as to legal form by the City Attorney; and

Section 5: Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 6: Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).
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 09th day of July 2019 by the following vote:

AYES:__________________________________________________________

NOES:________________________________________________________

ABSTAIN:______________________________________________________

ABSENT:_______________________________________________________

ATTEST

__________________________, City Clerk

CITY OF ARVIN

By: __________________________

JOSE GURROLA, Mayor

APPROVED AS TO FORM:

By: __________________________

SHANNON L. CHAFFIN, City Attorney

I, ________________________, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS; AND AUTHORIZING RELATED ACTION (FELECITA PARK)

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Arvin hereby:

Approves the filing of an application for The City of Arvin’s “Civic Spark in Felicita Park” Project

Section 1: Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and

Section 2: Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

Section 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 4: The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Arvin all program documents including, but not limited to, applications, agreements, amendments and request for payments, necessary for the completion of the Grant Scope subject to approval as to legal form by the City Attorney; and

Section 5: Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 6: Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).
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 09th day of July 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

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.
June 10, 2019

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 16 - 18, Long Beach

The League’s 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League’s office no later than Friday, October 4. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city’s voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
• **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

• **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, October 16, 8:00 a.m. – 6:00 p.m.; Thursday, October 17, 7:00 a.m. – 4:00 p.m.; and Friday, October 18, 7:30 a.m.–11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city’s voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League’s office by Friday, October 4. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

• Annual Conference Voting Procedures
• Voting Delegate/Alternate Form
Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city’s voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.
2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: __________________________________________
Title: __________________________________________

2. VOTING DELEGATE - ALTERNATE

Name: __________________________________________
Title: __________________________________________

3. VOTING DELEGATE - ALTERNATE

Name: __________________________________________
Title: __________________________________________

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: __________________________________________ Email _________________________________
Mayor or City Clerk __________________________________ Date________________ Phone________________
(circle one) (signature)

Please complete and return by Friday, October 4, 2019

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814
FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254
TO: Arvin City Council Acting as Successor Agency to the Arvin Community Redevelopment Agency

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

SUBJECT: Joint Resolution of the Arvin Successor Agency and City Council Approving Sale and Request to Kern County Oversight Board to Affirm Sale of Property Located at 816 Sycamore, APN 192-110-16, Crossing of 7, 142 Square Feet, Subject to Vacant Land Purchase Agreement and Joint Escrow Instruction by and between the Arvin Successor Agency and Oscar L. Rudnick and Authorize the Executive Director to Act on behalf of the Successor Agency

RECOMMENDATION:
Adopt Joint Resolution of the Arvin Successor Agency and City Council Approving Sale and Request Kern County Oversight Board to Affirm Sale of Property, 816 Sycamore, APN 192-110-16, Consisting of 7,142 Square Feet, Subject to a Vacant Land Purchase Agreement and Joint Escrow Instructions by and Between the Successor Agency and Oscar L. Rudnick (BUYER) and Authorize the Executive Director to Act on Behalf of the Successor Agency.

BACKGROUND:
The City of Arvin Successor Agency adopted Resolution AOB2014-02 establishing a Long-Range Property Management Plan (LRMP), attached, and submitted the LRMP to the State of California’s Department of Finance (DOF) on March 7, 2014, attached. The Plan was approved by DOF on March 7, 2014 and to implement the LRMP the Successor Agency must either sell the property or transfer the properties as listed in the plan. The Long-Range Property Management Plan lists some 32 properties that are to be either transferred or sold. The Long-Range Property Management Plan complies with the requirements of California Health and Safety Code (HSC) 34191.5.

The property is listed under Resolution No. AOB2014-02 as item number 32. Inasmuch, as the appraisal value established in 2014 and the May 16, 2019 appraisal value is equal to or greater than that established on the LRMP, Oversight Board approval is required, but the Oversight Board resolution will not be subject to review by the Department of Finance.

The Successor Agency to the Arvin Community Redevelopment Agency (Agency) currently owns APN’s 192-110-16 located at the northeast corner of Sycamore and Meyer. The vacant parcels total 7,142 square feet. The appraisal reflects a 5,144 square foot value based on the adjustment.
for the offer of public right of way along Sycamore Road.

On March 15, 2018, Mr. Oscar W. Rudnick (BUYER) submitted a letter stating interest in purchasing the site. To move forward with sale of the Site, staff ordered a real property appraisal and said appraisal was completed on May 16, 2019. The appraisal (Appraisal), attached, has determined the valuation for the SITE to be $6.00 per square foot with a total appraised value of $31,000.00. The appraisal reflects the established easement required for road right-of-way along Sycamore Road. Staff met with Mr. Rudnick and reviewed the Appraisal, Mr. Rudnick agreed with the appraised value of $31,000.00 and on June 6, 2019 provided a Letter of Intent to purchase the property along with a Vacant Land Purchase Agreement and Joint Escrow Instructions with close of Escrow to be on or before March 9, 2020. This long escrow period is to allow for the processing of and upon obtaining certain development entitlements for the property.

Upon approval of Successor Agency and City Council and approval by the Oversite Board, the Executive Director is authorized to coordinate the close of escrow upon the applicant processing various land entitlements that include General Plan Land Use Amendment and Rezoning from Single Family Residential to R-3 Limited Multiple Family, Lot Line Adjustment, Conditional Use Permit for the Expansion of an Existing Mobile Home Park, and a Site Development Permit as required by Arvin Municipal Code. The Developer is required to provide a $1,000.00 deposit with the balance of $30,000.00 due at close of escrow.

FINANCIAL IMPACT:
Net proceeds from the sale of the Site will be used to pay enforceable obligations of the former RDA or will be remitted to the Kern County Auditor-Controller for distribution to taxing entities. Development of the Project will result in (i) Building Permit Fee revenue to the City; and (ii) Development Impact Fee revenue to the City. Once completed, the proposed Project is also expected to generate a small increase in real property taxes.

ATTACHMENTS
Joint Resolution of the Arvin City Council and Successor Agency
Appraisal dated May 16, 2019
AOB2014-02 dated February 25, 2014 with Long-Range Property Management Plan
Department of Finance Approval dated March 7, 2014
Letter to Intent to Purchase dated June 7, 2019 and Vacant Land Purchase Agreement and Joint Escrow Instructions
CITY RESOLUTION NO. ______

SUCCESSOR AGENCY NO. ______

A JOINT RESOLUTION OF THE SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY AND THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING SALE AND REQUEST TO KERN COUNTY OVERSIGHT BOARD TO AFFIRM SALE OF PROPERTY AT 816 SYCAMORE, APN 192-110-16, CONSISTING OF 7,142 SQUARE FEET, SUBJECT TO A VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BY AND BETWEEN THE SUCCESSOR AGENCY AND OSCAR L. RUDNICK (BUYER) AND TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ACT ON BEHALF OF THE SUCCESSOR AGENCY.

WHEREAS, the City of Arvin Successor Agency, as Successor Agency ("SA") to the Arvin Redevelopment Agency, has been established to oversee the wind down of the affairs of the former Arvin Redevelopment Agency ("Agency") in accordance with the California Health and Safety Code section 34173; and

WHEREAS, the SA was required to (i) prepare a “Long Range Property Management Plan” (“LRPMP”) meeting the requirements of Health and Safety Code section 34191.5, subdivision (c), and (ii) submit the LRPMP to the Oversight Board and the California Department of Finance (“DOF”) for approval; and

WHEREAS, the SA prepared its LRPMP in accordance with Health and Safety Code section 34191.5, subdivision (c), and submitted it to the Oversight Board for approval; and

WHEREAS, the Arvin Oversight Board adopted AOB2014-01 on February 6, 2014 and subsequently adopted AOB2014-02 on February 25, 2014 approving the Long-Range Management Plan (RPMP). Exhibit A of the resolutions and directed that it be submitted to the Department of Finance (DOF) for approval in accordance Health and Safety Code section 34191.5, subdivision (b); and

WHEREAS, the LRPMP lists thirty-two properties held by the SA as listed on Exhibit A of Resolution No. AOB 2014-02, Long-Range Management Plan (LRMP) whereby the transfer of and/or sale of former RDA properties are to be managed by the Arvin Successor Agency; and

WHEREAS, the proceeds of any sale of former RDA lands must be used to pay enforceable obligations of the former RDA or be remitted by the City to the Kern County Auditor-Controller for distribution to the affected taxing entities in accordance with their proportional shares of base property tax revenues; and

WHEREAS, the SA received notice of DOF’s approval of the LRPMP on March 7, 2014 which referenced both AOB2014-01 and AOB2014-02 with the Exhibit A listing of RDA properties to be sold and/or transferred; and
WHEREAS, the Successor Agency to the Arvin Community Redevelopment Agency (Successor Agency) owns the property located at 816 Sycamore, APN 192-110-16, the property listed under Resolution No. AOB2014-02 as item number 32 (the “Disposition Parcel”); and

WHEREAS, on March 15, 2018, Mr. Oscar L. Rudnick (BUYER) submitted a letter stating interest in purchasing the Disposition Parcel and on June 6, 2019 provided a Letter of Intent to purchase the Disposition Parcel along with a Vacant Land Purchase Agreement and Joint Escrow Instructions with close of Escrow to be on or before March 9, 2020; and.

WHEREAS, an appraisal of the Disposition Parcel (Appraisal) was obtained on May 16, 2019 with a valuation of $6.00 per square foot with a total appraised value of $31,000.00 reflecting the fair market value of the property; and

WHEREAS, as the May 16, 2019 appraisal value of the Disposition Parcel is greater than the value stated in the LRPMP, the Kern County Oversight Board resolution approving the sale will not be subject to review by the Department of Finance; and

WHEREAS, the City Council and the Board of the Successor Agency desire to authorize the approval of agreement with Oscar W. Rudnick (BUYER) to allow for the potential purchase of the Disposition Parcel.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arvin, and the Governing Board of Directors of the Successor Agency to the Arvin Community Redevelopment Agency as follows:

1. The recitals and findings set forth above are true and correct and incorporated herein by this reference.

2. The City of Arvin Successor Agency hereby approves the Vacant Land Purchase Agreement and Joint Escrow Instructions for the sale of the Disposition Parcel substantially in the form attached hereto as Exhibit A, conditioned upon approval of the Oversight Board. The SA will utilize the proceeds of the sale of the Disposition Parcel to pay enforceable obligations of the former RDA or remit the proceeds to the Kern County Auditor-Controller for distribution to the taxing entities in accordance with Health and Safety Code section 34191.5, subdivision (c)(2).

3. The SA is authorized to sell and transfer the Disposition Parcel as soon as reasonably practical after Oversight Board approval of this Resolution and fulfillment of all condition to sale set forth in the Vacant Land Purchase Agreement and Joint Escrow Instructions.

4. The SA and its staff are authorized and directed to do any and all things, and to execute any and all documents, including, without limitation, a Vacant Land Purchase Agreement and Joint Escrow Instructions substantially in the form attached hereto, which they may deem necessary or advisable to effectuate this Resolution. Any previously-taken acts or previously-executed documents in furtherance of the subject matter hereof are hereby ratified.
5. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City of Arvin Successor Agency hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

6. The City Council and Successor Agency to the Arvin Community Redevelopment Agency jointly find that the mere transfer of title to Oscar W. Rudnick (BUYER) is not a “project” for the purposes of the California Environmental Quality Act (CEQA). Additionally, even if this were more than a transfer and a “project” for the purposes of CEQA, the City Council and Governing Board further approve a finding of a categorical exemption under CEQA Guidelines section 15303 is warranted. Further, none of the exceptions to categorical exemptions set forth under CEQA Guidelines section 15300.2 apply to this project.

7. The City Manager/Executive Director, or his designee, is authorized to enter into a Vacant Land Purchase Agreement and Joint Escrow Instructions, Exhibit A, to sell the Disposition Parcel to Oscar W. Rudnick (BUYER) at a cost of $31,000.00 subject to approval as to form by the City Attorney/Successor Agency Counsel and deposit $1,000.00 in escrow. Said agreements shall also ensure that the BUYER shall comply with any statutory requirements of the California Environmental Quality Act and applicable entitlements or other permits required by the municipal ordinances of the City of Arvin with respect to development of the Disposition Parcel.

8. If any portion of the parcel to be purchased is affected by other obligation(s) that would affect the City’s ability to enter into a sales agreement with the BUYER, the City Manager/Executive Director, or designee, is authorized to take all steps, including modification of any existing agreements, subject to approval as to legal form by the City Attorney/Successor Agency Counsel.
I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin and the Governing Board of the Successor Agency to the Arvin Community Redevelopment Agency at a regular meeting thereof held on the 09th day of July 2019 by the following vote:

AYES: ____________________________________________

NOES: ____________________________________________

ABSTAIN: __________________________________________

ABSENT: __________________________________________

ATTEST

CECILIA VELA, City Clerk and
Agency Secretary

CITY OF ARVIN/SUCCESSOR AGENCY TO
THE ARVIN COMMUNITY REDEVELOPMENT AGENCY

By: ______________________________

JOSE GURROLA, Mayor and Chair

APPROVED AS TO FORM:

By: ______________________________

SHANNON L. CHAFFIN, City Attorney and Successor Agency Counsel
Aleshire & Wynder, LLP

I, ______________________________, City Clerk of the City of Arvin, California, and Agency Secretary of the Successor Agency to the Arvin Community Redevelopment Agency, 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 and by the Successor Agency to the Arvin Community Redevelopment Agency on the date and by the vote indicated herein.
RESOLUTION NO. AOB 2014-02

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY MODIFYING RESOLUTION NO. AOB 2014-01 AND APPROVING AN UPDATED LONG-RANGE PROPERTY MANAGEMENT PLAN PREPARED PURSUANT TO HEALTH & SAFETY CODE, SECTION 34191.5 FOR THE DISPOSITION OF REAL PROPERTY ASSETS OF THE FORMER ARVIN COMMUNITY REDEVELOPMENT AGENCY

WHEREAS, the staff of the Successor Agency to the Arvin Community Redevelopment Agency ("Successor Agency") has prepared an Updated Long-Range Property Management Plan (LRPMP) that has been revised to address comments received from the Department of Finance after its review of the original Long Range Property Management Plan and to comply with the requirements for such plans set forth in Health & Safety Code, section 34191.5, and which identifies each of the real property assets of the former Arvin Community Redevelopment Agency, including the Agency's preferred method of disposing of those assets; and

WHEREAS, on February 25, 2014, at a noticed public meeting, the Oversight Board of the Successor Agency reviewed the proposed revisions to the Long-Range Property Management Plan and concluded that they comply with the requirements of Health & Safety Code section 34191.5.

NOW, THEREFORE, BE IT RESOLVED THAT:

(1) The Updated Long-Range Property Management Plan updated pursuant to Health & Safety Code, Section 34191.5 is hereby approved in the form set forth in Exhibit "A" attached hereto and incorporated herein by reference.

(2) The proceeds from the sale of each property on the LRPMP will be used to fulfill enforceable obligations or submitted to the County Auditor Controller’s office for distribution to taxing entities, as determined by the Successor Agency on a case by case basis.

(3) The staff and the Board of the Successor Agency are hereby authorized and directed, jointly and severally, to affect this resolution.

(4) The Executive Director is hereby directed to submit the this resolution and the Updated Long Range Property Management Plan to the Oversight Board for the Successor Agency and to the California Department of Finance for their review and consideration of approval.
I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Oversight Board for the Successor Agency to the Arvin Community Redevelopment Agency at a special meeting thereof held on the 25th day of February, 2014 by the following vote:

AYES: AM Nunneley, AM Feichter, AM Maciel, VC Rice, Chair Ojeda

NOES: ______________________

ABSTAIN: ______________________

ABSENT: AM Scott

ATTEST: ______________________

CECILIA VELA, Secretary

OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO ARVIN REDEVELOPMENT AGENCY

By: ______________________

STEVE OJEDA, Chair

I, ______________________, Secretary of the Oversight Board, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Oversight Board for the Successor Agency to the Arvin Community Redevelopment Agency, Arvin, California, on the date and by the vote indicated herein.
**EXHIBIT A**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>1,800,000</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>1,800,000</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>2</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>1,115,000</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>1,115,000</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>3</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>2,099,451</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>2,099,451</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>4</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>2,099,451</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>2,099,451</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>5</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>3,322,280</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>3,322,280</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>6</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>1,115,000</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>1,115,000</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>7</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>2,099,451</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>2,099,451</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>8</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>2,099,451</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>2,099,451</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>9</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>2,099,451</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>2,099,451</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>10</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>2,099,451</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>2,099,451</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>11</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>2,099,451</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>2,099,451</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>12</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>2,099,451</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>2,099,451</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>13</td>
<td>Vacant Lot/Land</td>
<td>Sale of Property</td>
<td>Vacant Residential</td>
<td>6/20/00</td>
<td>2,099,451</td>
<td>706,549</td>
<td>525,414</td>
<td>Appraised</td>
<td>Sold 10/21/14</td>
<td>$</td>
<td>2,099,451</td>
<td>706,549</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Property</td>
<td>Sale of Property</td>
<td>Transient Operational Parking</td>
<td>Parking Lot/Lot/Lot</td>
<td>Sold to:</td>
<td>As of:</td>
<td>Notes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>-----------------</td>
<td>-------------------------------</td>
<td>---------------------</td>
<td>--------</td>
<td>--------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Vacant Lot/Lot/Lot</td>
<td>Governmental Site</td>
<td>Proposed Park Grant</td>
<td>07/28/19</td>
<td>$1,008,800</td>
<td>Approved</td>
<td>3/16/16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Vacant Lot/Lot/Lot</td>
<td>Sales of Property</td>
<td>Jewish Sq Commercial</td>
<td>4/12/09</td>
<td>$1,579,995</td>
<td>Approved</td>
<td>3/16/16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Vacant Lot/Lot/Lot</td>
<td>Sales of Property</td>
<td>Jewish Sq Commercial</td>
<td>4/14/09</td>
<td>$1,677,795</td>
<td>Approved</td>
<td>3/16/16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Vacant Lot/Lot/Lot</td>
<td>Sales of Property</td>
<td>Jewish Sq Commercial</td>
<td>4/10/09</td>
<td>$1,677,795</td>
<td>Approved</td>
<td>3/16/16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Vacant Lot/Lot/Lot</td>
<td>Sales of Property</td>
<td>Jewish Sq Commercial</td>
<td>1/09/09</td>
<td>$1,803,800</td>
<td>Approved</td>
<td>3/16/16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Vacant Lot/Lot/Lot</td>
<td>Sales of Property</td>
<td>Jewish Sq Commercial</td>
<td>09/07/08</td>
<td>$1,999,995</td>
<td>Approved</td>
<td>3/16/16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Vacant Lot/Lot/Lot</td>
<td>Sales of Property</td>
<td>Jewish Sq Commercial</td>
<td>09/07/08</td>
<td>$1,999,995</td>
<td>Approved</td>
<td>3/16/16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Vacant Lot/Lot/Lot</td>
<td>Sales of Property</td>
<td>Jewish Sq Commercial</td>
<td>09/07/08</td>
<td>$1,999,995</td>
<td>Approved</td>
<td>3/16/16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EXHIBIT 'A'

Planned PARKING FOR JEWISH SQ PARK & POOL for the daily 9:00 a.m. to 9:00 p.m. in the Jewish Industrial complex.

Note: This plan is subject to change based on input from the public at future hearings.

HRC 32520 LRPMP 022514 (Successor Agency: Purchase....)
<table>
<thead>
<tr>
<th>Property Type</th>
<th>Office #</th>
<th>Area (sq ft)</th>
<th>Price (USD)</th>
<th>Sale Date</th>
<th>Approved</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacant Lot/Land</td>
<td>19</td>
<td>60450</td>
<td>595,000</td>
<td>6/10/14</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Vacant Lot/Land</td>
<td>20</td>
<td>775010</td>
<td>930,000</td>
<td>9/22/14</td>
<td>Approved</td>
<td>NA</td>
</tr>
<tr>
<td>Vacant Lot/Land</td>
<td>21</td>
<td>100000</td>
<td>70,000</td>
<td>15/01/14</td>
<td>Approved</td>
<td>NA</td>
</tr>
</tbody>
</table>
March 7, 2014

Ms. Linda Hollinsworth, Finance Director
City of Arvin
200 Campus Drive
Arvin, CA 93203

Dear Ms. Hollinsworth:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the City of Arvin Successor Agency (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on September 29, 2013. The Agency subsequently submitted revised LRPMPs to Finance on February 6, 2014 and February 25, 2014. Finance has completed its review of the latest revised LRPMP, which may have included obtaining clarification for various items.

The Agency received a Finding of Completion on April 26, 2013. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP. Our approval of the LRPMP also took into account the corresponding Resolution Nos. AOB 2014-01 and AOB 2014-02.

In accordance with HSC section 34191.4, upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3 the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

Agency actions taken pursuant to a Finance approved LRPMP are subject to oversight board (OB) approval per HSC section 34181 (f). Any subsequent OB actions addressing the Agency's implementation of the approved LRPMP should be submitted to Finance for approval.

Please direct inquiries to Kylie Oltmann, Supervisor, or Brian Dunham, Lead Analyst at (916) 445-1546.

Sincerely,

JUSTYN HOWARD
Assistant Program Eudget Manager

cc:  Ms. Cecilia Vela, Acting City Manager, City of Arvin
     Ms. Mary B. Bedard, Auditor-Controller, Kern County
     Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State Controller's Office
     California State Controller's Office
Letter of Interest

6/7/19

I have enclosed an updated offer with the current terms outlined from our previous meeting. I would like to purchase 816 Sycamore drive from the city of Arvin. I agree to the price of $31,000 from the recent appraisal.

I acknowledge that the buyer is responsible for payment of, and securing all land use entitlements.

I acknowledge that the buyer is aware that expanding of the existing mobile home park will require a conditional use permit.

Escrow will be held at Bakersfield Escrow, escrow officer Shelly Simpson.

My offer is subject to approvals from all regulatory agencies involved with the sale, and from all land use regulatory agencies.

I will be paying cash at the close of escrow.

Thank you for your time in this matter. If you have any questions, please call me at 661-472-2960

Sincerely,

Oscar Rudnick
VACANT LAND PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(C.A.R. Form VLPA, Revised 12/15)

Date Prepared: October 19, 2018

1. OFFER:
A. THIS IS AN OFFER FROM Oscar L. Rudnick ("Buyer"),
B. THE REAL PROPERTY to be acquired is 816 Sycamore Dr., Arvin, Ca, situated in Arvin (City), Kern (County), California, 93203 (Zip Code), Assessor's Parcel No. 192-110-16 ("Property").
C. THE PURCHASE PRICE offered is Thirty-One Thousand Dollars $31,000.00

D. CLOSE OF ESCROW shall occur on March 9, 2020 (date) or Days After Acceptance.

E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:
A. DISCLOSURE: The Parties each acknowledge receipt of a Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
   Listing Agent: NONE
   Selling Agent: NONE
   (Print Firm Name) is the agent of (check one):
   [ ] the Seller exclusively; [ ] both the Buyer and Seller.
   (Print Firm Name) is the agent of (check one):
   [ ] the Buyer exclusively; [ ] the Seller exclusively; [ ] both the Buyer and Seller.
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a Disclosure Regarding More Than One Buyer or Seller - Disclosure and Consent (C.A.R. Form PRBS).

3. FINANCE TERMS:
A. INITIAL DEPOSIT: Deposit shall be in the amount of $1,000.00
   (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, [ ] cashiers check, [ ] personal check, [ ] other within 3 business days after Acceptance (or );
   OR (2) [ ] Buyer Deposit with Agent: Buyer has given the deposit by personal check (or ) to the agent submitting the offer (or ), made payable to . The deposit shall be held unsecured until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or ).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of $ within Days After Acceptance (or ).

C. CASH OFFER: No cash is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction is ATTACHED to this offer or [ ] Buyer shall, within 3 (or ) Days After Acceptance, Deliver to Seller such verification.

D. LOAND(S):
   (1) FIRST LOAN: in the amount of $ .
      This loan will be conventional financing or [ ] FHA, [ ] VA, [ ] Seller financing (C.A.R. Form SFA), [ ] assumed financing (C.A.R. Form AFA), [ ] subject to financing, [ ] Other . This loan shall be at a fixed rate not to exceed % or, [ ] an adjustable rate loan with initial rate not to exceed % of the loan amount.
      Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
   (2) [ ] SECOND LOAN in the amount of $ .
      This loan will be conventional financing or [ ] Seller financing (C.A.R. Form SFA), [ ] assumed financing (C.A.R. Form AFA), [ ] subject to financing [ ] Other . This loan shall be at a fixed rate not to exceed % or, [ ] an adjustable rate loan with initial rate not to exceed %.
      Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
   (3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or ) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

E. ADDITIONAL FINANCING TERMS:
   Cash closing to be within 30 days of parcel approvals of all regulatory bodies.

Buyer's Initials ( )
Seller's Initials ( )

© 1998-2015, California Association of REALTORS®, Inc.
VLPA REVISED 12/15 (PAGE 1 OF 11)
6.1.e

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of $30,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): $31,000.00

H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer’s lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ___) Days After Acceptance, Deliver to Seller written verification of Buyer’s down payment and closing costs. (___) Verification attached.

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or ☑ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ___) Days After Acceptance.

J. LOAN TERMS:
(1) LOAN APPLICATIONS: Within 3 (or ___) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer’s lender or loan broker stating that, based on a review of Buyer’s written application and credit report, Buyer is prequalified or preapproved for any new loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer’s qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer’s contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL: Within 21 (or ___) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer’s deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties (“Contractual Credit”) shall be disclosed to Buyer’s lender. If the total credit allowed by Buyer’s lender (“Lender Allowable Credit”) is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. BUYER STATED FINANCING: Seller is relying on Buyer’s representation of the type of financing specified (including but not limited to, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer’s covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer’s efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

L. SELLER FINANCING: The following terms (☐ the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply only to financing extended by Seller under this Agreement.

(1) BUYER’S CREDIT-WORTHINESS: Buyer authorizes Seller and/or Brokers to obtain, at Buyer’s expense, a copy of Buyer’s credit report. Within 7 (or ________) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

(2) TERMS: Buyer’s promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller’s option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or ________) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller’s deed of trust interest in the Property (any increased cost over owner’s policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to Seller if property taxes have not been paid.

(3) ADDDED, DELETED OR SUBSTITUTED BUYERS: The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller’s written consent. Seller may grant or withhold consent in Seller’s sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer’s expense, on any such person or entity.

M. ASSUMED OR “SUBJECT TO” FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer’s assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

Buyer’s Initials (☐)(☐)(☐) Seller’s Initials (☐)(☐)(☐)

VLPRA REVISED 12/16 (PAGE 2 OF 11)
4. SALE OF BUYER'S PROPERTY:
   A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
   OR B. [ ] This Agreement and Buyer's ability to obtain financing are contingent upon the sale of any property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. MANUFACTURED HOME PURCHASE: The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer [ ] has [ ] has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (or [ ] this contingency shall remain in effect until the Close Of Escrow of the Property).

6. CONSTRUCTION LOAN FINANCING: The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan [ ] will [ ] will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or [ ] this contingency shall remain in effect until Close Of Escrow of the Property).

7. ADDENDA AND ADVISORY:
   A. ADDENDA:
      [ ] Back Up Offer Addendum (C.A.R. Form BUO)
      [ ] Court Confirmation Addendum (C.A.R. Form CCA)
      [ ] Septic, Well and Property Monument Addendum (C.A.R. Form SWP)
      [ ] Short Sale Addendum (C.A.R. Form SSA)
   OR [ ] Other

   B. BUYER AND SELLER ADVISORIES:
      [X] Buyer's Inspection Advisory (C.A.R. Form BIA)
      [ ] Probate Advisory (C.A.R. Form PA)
      [ ] Trust Advisory (C.A.R. Form TA)
      [ ] Short Sale Information and Advisory (C.A.R. Form SSIA)
   OR [ ] Other Buyer to approve title report.

8. OTHER TERMS: Buyer is a licensed Real Estate Broker purchasing for his own portfolio. Buyer is not acting as a listing or sales broker. Purchase contingent upon re-zoning, general plan amendment, conditional use permit, lot line adjustment. All land use entitlements, and environmental clearance/CEQA and for entitlements as well as costs associated with CUP application shall be at the sole expense of the buyer.

9. ALLOCATION OF COSTS:
   A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
      (1) [ ] Buyer [ ] Seller shall pay for a natural hazard zone disclosure report, including tax [ ] environmental [ ] Other: ____________________________ prepared by ____________________________
      (2) [ ] Buyer [ ] Seller shall pay for the following Report prepared by ____________________________
      (3) [X] Buyer [ ] Seller shall pay for the following Report Faze 1 environmental prepared by Buyers choice

   B. ESCROW AND TITLE:
      (1) [X] Buyer [ ] Seller shall pay escrow fee 50/50 Split
      (b) Escrow Holder shall be Bakersfield Escrow - Shelly Simpson
      (c) The Parties shall, within 5 (or 10 ) Days After receipt, sign and return Escrow Holder's general provisions.
      (2) [ ] Buyer [X] Seller shall pay owner's title insurance policy specified in paragraph 18E:
      (b) Owner's title policy to be issued by Ticor Title
      (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

   C. OTHER COSTS:
      (1) [X] Buyer [ ] Seller shall pay County transfer tax or fee ____________________________
      (2) [ ] Buyer [ ] Seller shall pay City transfer tax or fee ____________________________
      (3) [ ] Buyer [ ] Seller shall pay Homeowners' Association ("HOA") transfer fee ____________________________
      (4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.
      (5) Buyer to pay for any HOA certification fee.
      (6) [ ] Buyer [ ] Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
      (7) [ ] Buyer [ ] Seller shall pay for any private transfer fee ____________________________
      (8) [ ] Buyer [ ] Seller shall pay for ____________________________

   10. CLOSING AND POSSESSION: Possession shall be delivered to Buyer: (i) [X] at 6 PM or (____ AM / PM) on the date of Close Of Escrow; (ii) [ ] no later than ______ calendar days after Close Of Escrow; or (iii) [ ] at ______ AM / PM on ______
   The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

11. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:
   A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.

   Buyer's Initials (__________________________) (__________________________) Seller's Initials (__________________________) (__________________________)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 3 OF 11)
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com Oscar Rudnick
B. ITEMS INCLUDED IN SALE:
(1) All EXISTING fixtures and fittings that are attached to the Property;
(2) The following items:
(3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
(4) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE:

12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:
A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

B. WITHHOLDING TAXES: Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

C. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.48 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.plmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
(1) SELLER HAS: 7 (or ___) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).
(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ___) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:
A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
   (1) LEGAL PROCEEDINGS: Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
   (2) AGRICULTURAL USE: Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
   (3) DEED RESTRICTIONS: Any deed restrictions or obligations.
   (4) FARM USE: Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
   (5) ENDANGERED SPECIES: Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
   (6) ENVIRONMENTAL HAZARDS: Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
   (7) COMMON WALLS: Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
   (8) LANDLOCKED: The absence of legal or physical access to the Property.
   (9) EASEMENTS/ENCROACHMENTS: Any encroachments, easements or similar matters that may affect the Property.
   (10) SOIL FILL: Any fill (compacted or otherwise), or abandoned mining operations on the Property.
   (11) SOIL PROBLEMS: Any slippage, sliding, flooding, drainage, grading, or other soil problems.
   (12) EARTHQUAKE DAMAGE: Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
   (13) Zoning/SEWER: Any zoning violations, non-conforming uses, or violations of "setback" requirements.
   (14) NEIGHBORHOOD PROBLEMS: Any neighborhood noise problems, or other nuisances.
B. RENTAL AND SERVICE AGREEMENTS: Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

C. TENANT ESTOPPEL CERTIFICATES: Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials ( ) Seller's Initials ( )

Attachment: 5: Letter of Interest to Purchase RDA Property and Purchase Agreement 816 Sycamore_Rudnick 062519 (Successor Agency: Oscar Rudnick)
Property Address: 816 Sycamore Dr., Arvin Ca, Arvin, 93203

Date: October 19, 2018

D. MELLO-ROOS TAX; 1915 BOND ACT: Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.

E. SELLER VACANT LAND QUESTIONNAIRE: Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller’s Vacant Land Questionnaire (C.A.R. Form VLO).

14. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.

15. CHANGES DURING ESCROW:
A. Prior to Close Of Escrow, Seller may engage in the following acts, (“Proposed Changes”), subject to Buyer's rights in paragraph 15B: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.

B. At least 7 (or ___) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. Within 5 (or ___) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer’s objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.

16. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) “AS-IS” in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

17. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:
A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer’s expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies (“Buyer Investigations”), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Buyer indemnify and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Buyer is advised that certain protections may be afforded Seller by recording a “Notice of Non-responsibility” (C.A.R. Form No. 30). Buyer's Investigator and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.

D. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVISE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS OF THE PROPERTY ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.

E. SIZE, LINES, ACCESS AND BOUNDARIES: Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls or other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified and should not be relied upon by Buyer.)

F. ZONING AND LAND USE: Past, present, or proposed laws, ordinances, referendum, initiatives, votes, applications and permits affecting the current use of the Property, future development zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of “setback” requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)

G. UTILITIES AND SERVICES: Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

Buyer’s Initials ( ) Seller’s Initials ( )

VLPA REVISED 12/15 (PAGE 5 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 5 OF 11)

Produced with zipForm@ by zipLogix 18738 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Oscar Rudnick
Property Address: 816 Sycamore Dr, Arvin, CA, 93203

Date: October 19, 2018

H. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungous or similar contaminants, materials, products or conditions.

I. GEOLOGIC CONDITIONS: Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.

J. NATURAL HAZARD ZONE: Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.

K. PROPERTY DAMAGE: Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.

L. NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS: Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners’ Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

II. COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS: Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners’ Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners’ Association requirements.

V. SPECIAL TAX: Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.

VI. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.

VII. MANUFACTURED HOME PLACEMENT: Conditions that may affect the ability to place and use a manufactured home on the Property.

18. TITLE AND VESTING:

A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling property or property acquired through foreclosure (REO) or government-entitles. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as described in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

E. Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

19. TIME PeriodS: REMOval OF CONTINGENCIES; CANCELATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing. (C.A.R. Form CR or CC)

A. SELLER HAS: 7 (or NA) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 7A, 8, 9, 12A, B, and E, 13, 15A and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.

B. (1) BUYER HAS: 17 (or NA) Days After Acceptance, unless otherwise agreed in writing, to:

(1) complete all Buyer Investigations; review all disclosures, reports, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (2) Deliver to Seller Signed Copies of Statutory Disclosures and other disclosures delivered by Seller in accordance with paragraph 12A.

(2) Within the time specified in paragraph 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RRRR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.

(3) By the end of the time specified in paragraph 19B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not delivered within the time specified in paragraph 19A, then Buyer has 5 (or ) Days After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials ( )

Seller's Initials ( )

VLAN LAND PURCHASE AGREEMENT (VLP A PAGE 6 OF 11)

VLAN LAND PURCHASE AGREEMENT (VLP A PAGE 6 OF 11)

Oscar Rudnick

Produced with zipForm® by zipLogix 18907 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Attachment: 5- Letter of Interest to Purchase RDA Property and Purchase Agreement 186 Sycamore_Rudnick 062519 (Successor Agency:
(4) Continuation of Contingency: Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).

C. SELLER RIGHT TO CANCEL:
(1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H; if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 15. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2( or ___ ) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 19.

E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

F. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ___ ) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to $1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1053.7).

20. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

21. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or NA ) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 16; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

22. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment

Buyer's Initials ( )

Seller's Initials ( )
District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SB 86 for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

24. BROKERS:

A. COMPENSATION: Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or outside such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

25. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9B(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 9, 12 or elsewhere in this Agreement.

B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or 5 days after acceptance ). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal law.

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.

E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

Buyer's Initials ( )

Seller's Initials ( )

VLPA REVISED 12/15 (PAGE 8 OF 11)
27. REMEDIES FOR BUYER'S BREACH OF CONTRACT:
   A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
   B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGNS A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R.FORM RID).

28. DISPUTE RESOLUTION:
   A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIATED. Exclusions from this mediation agreement are specified in paragraph 28C.
   B. ARBITRATION OF DISPUTES: The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 28C.

"NOTICE: BY INITIALIZING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALIZING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:
   (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
   (2) PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
   (3) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

29. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

30. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

Vacant Land Purchase Agreement (VLPA) Page 9 of 11

Oscar Rudnick
31. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.

32. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form ACAA).

33. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

34. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers’ compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered, or changed, except by writing signed by Buyer and Seller.

36. DEFINITIONS: As used in this Agreement:

A. “Acceptance” means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.

B. “Agreement” means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when signed by all Parties.

C. “C.A.R. Form” means the current version of the specific form referenced or another comparable form agreed to by the parties.

D. “Close Of Escrow” means the date the grant deed, or other evidence of transfer of title, is recorded.

E. “Copy” means copy by any means including photocopy, NCR, facsimile and electronic.

F. “Days” means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.

G. “Days After” means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.

H. “Days Prior” means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.

I. “Deliver”, “Delivered” or “Delivery”, unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).

J. “Electronic Copy” or “Electronic Signature” means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.

K. “Law” means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal administrative, legislative or executive body or agency.

L. “Repairs” means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.

M. “Signed” means either a handwritten or electronic signature on an original document, Copy or any counterpart.

37. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Buyer who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ______ AM/ ______ PM, on ______ (date)).

☐ One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form R050B) for additional terms.

Date 06/25/19
(Print name) Oscar L Rudnick

Date 06/25/19
(Print name) Oscar L Rudnick

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Buyer’s Initials ( ________ ) ( ________ ) Seller’s Initials ( ________ ) ( ________ )

VLPAA REVISED 12/15 (PAGE 10 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 10 OF 11)

Oscar Rudnick
## ACCEPTANCE OF OFFER

Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ [If checked] SELLER’S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:

☐ One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

<table>
<thead>
<tr>
<th>Date</th>
<th>SELLER</th>
<th>(Print name)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

☐ (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer’s authorized agent on (date) at [ ] AM/ [ ] PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer’s authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

## REAL ESTATE BROKERS

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker’s proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

### Real Estate Broker (Selling Firm)

<table>
<thead>
<tr>
<th>By</th>
<th>DRE Lic. #</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Address

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Real Estate Broker (Listing Firm)

<table>
<thead>
<tr>
<th>By</th>
<th>DRE Lic. #</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Address

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Fax</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## ESCROW HOLDER ACKNOWLEDGMENT

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ is a deposit in the amount of $ ), counter offer numbers ____________________, Seller’s Statement of Information and ____________________, and agrees to act as Escrow Holder subject to paragraph 26 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder’s general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is ____________________, Escrow # ____________________, Date ____________________.

<table>
<thead>
<tr>
<th>Address</th>
<th>Phone/Fax/E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| ☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate. |
|                                                                                       |

## PRESENTATION OF OFFER:

☐ Listing Broker presented this offer to Seller on ____________________ (date).

<table>
<thead>
<tr>
<th>☐</th>
<th>☐</th>
</tr>
</thead>
</table>

## REJECTION OF OFFER:

☐ No counter offer is being made. This offer was rejected by Seller on ____________________ (date).

<table>
<thead>
<tr>
<th>☐</th>
<th>☐</th>
</tr>
</thead>
</table>

©1995-2015, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

### Published and Distributed by

<table>
<thead>
<tr>
<th>☐</th>
<th>☐</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>☐</th>
<th>☐</th>
</tr>
</thead>
</table>
DISCUSSION (ID # 1377)

Veteran's Dinner Nov 2019 (CM Robles)