



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

**TUESDAY AUGUST 13, 2019 5:30p.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. SUCCESSOR AGENCY CLOSED SESSION ITEM(S)

- A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Govt. Code § 54956.8)**
Property: 1541 Bear Mountain Blvd.; APN 191-010-01-00
Successor Agency Negotiator: Jerry Breckinridge, Executive Director
Buyer: Joe Walker
Under negotiation: Price and terms of payment.

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 July 13, 2019 – August 08, 2019.
- B.** Approval of Payroll Register(s) of July 12, 2019; July 26, 2019 and August 09, 2019.
- C.** Approval of the Minutes of the Regular Meeting(s) of July 23, 2019 and Special Meeting(s) of August 03, 2019.
- D.** Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal of an Application to the Kern Council of Governments (Kern COG) for the Congestion Mitigation Air Quality (CMAQ) Program; and Authorizing Related Action.
- E.** Approval of A Resolution of the City Council of the City of Arvin to Authorize the City Manager and/or the Mayor to Enter Into A Professional Services Agreement with Clean Fuel Connection, Inc. for Electrical Charging Station Infrastructure; and Authorizing Related Actions.
- F.** Approval of A Resolution of the City Council of the City of Arvin Accepting the Council Stipend from Mayor Pro Tem Jazmin Robles and Councilmember Olivia Trujillo as A Donation to Assist with the City of Arvin's Veteran's Appreciation Dinner 2019.
- G.** Approval of A Resolution of the City Council of the City of Arvin for the Acceptance of Improvements by Leora LLC for Tract 5816 Phase 10B, A Release of 90% of Security, and Retention of 10% of Security for Maintenance for A Period of One Year.

H. Approval of Job Description Update for the Building Inspector/Code Enforcement Officer Position.

Staff recommends approval of the Consent Agenda.

Motion _____ Second _____ Vote _____

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

5. PUBLIC HEARING ITEM(S)

- A. 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. ***(This item was continued from the Council meeting of June 25, 2019. Staff is requesting to continue this hearing to allow time for the Arvin Planning Commission to obtain a quorum to hold a meeting.)*** (Senior Planner)

Staff recommends that the City Council continue the public hearing to the Regular City Council Meeting of August 27, 2019.

Motion _____ Second _____ Vote _____

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

- B. A Public Hearing to Consider Introduction of An Ordinance of the City Council of the City of Arvin Updating the Municipal Code to Allow for the Appointment of Alternates for the Planning Commission by Amending Sections 2.24.010 and 2.24.020 of Chapter 24 of Title 2 of the Arvin Municipal Code. (Director of Administrative Services).

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

Motion _____ Second _____ Vote _____

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

6. STAFF REPORTS

7. COUNCIL MEMBER COMMENTS

8. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the Arvin City Council Chambers Bulletin Board not less than 72 hours prior to the meeting. Dated August 08, 2019.



Cecilia Vela, City Clerk

Edit List of Invoices - Summary

DEMAND LIST 07.22.19

4.A.a

Date: 07/25/2019

Time: 11:32 am

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City of Arvin

| Ref. No. | Vendor Name | Invoice No. | Posting Date | PO Number | Invoice Date | Invoice Description | Invoice Amount |
|----------|-------------------------------|-----------------------------|--------------|-----------|--------------|--------------------------------|----------------|
| 49591 | AFLAC | 525338 | 07/23/2019 | | 07/23/2019 | AFLAC SVC. JULY 2019 | 458.73 |
| | | | | | | Vendor Total: | 458.73 |
| 49665 | ALESHIRE & WYNDER, LLP | | 06/30/2019 | | 06/30/2019 | LEGAL SVC. JUNE 2019 | 17,067.02 |
| | | LEGAL SVC. JUNE 2019 | | | | Vendor Total: | 17,067.02 |
| 49592 | AMBER CHEMICAL INCORPORATED | 0357670-IN | 06/30/2019 | | 06/28/2019 | CHEMICAL PRODUCTS-PARKS | 627.41 |
| | | | | | | Vendor Total: | 627.41 |
| 49593 | AMERICAN BUSINESS MACHINES | 462459 | 06/30/2019 | | 06/28/2019 | OFFICE SUPPLIES-CITY HALL | 71.87 |
| | | | | | | Vendor Total: | 71.87 |
| 49594 | AT&T MOBILITY | 287251442687X06282019 | 07/23/2019 | | 06/22/2019 | CELLPHONES SVC. PUBLIC WOR | 186.33 |
| | | | | | | Vendor Total: | 186.33 |
| 49595 | AT&T | 000013251934 | 06/30/2019 | | 06/30/2019 | CALNET 3 A#9391059040 SVC 6/19 | 271.20 |
| 49596 | AT&T | 000013252165 | 06/30/2019 | | 06/30/2019 | CALNET 3 A#9391060015 SVC 6/19 | 186.74 |
| 49597 | AT&T | 00001335053 | 07/23/2019 | | 07/23/2019 | CALNET3 A#9391056024 6.13-7.12 | 527.97 |
| 49598 | AT&T | 000013333290 | 07/23/2019 | | 07/23/2019 | CALNET3 A#9391033189 6.13-7.12 | 360.58 |
| | | | | | | Vendor Total: | 1,346.49 |
| 49662 | BRANDON'S TRANSMISSION | 5684 | 07/23/2019 | | 07/23/2019 | MAINTENANCE FLEET#301 | 1,644.42 |
| 49663 | BRANDON'S TRANSMISSION | 5688 | 07/23/2019 | | 07/23/2019 | MAINTENANCE FLEET#320 | 983.79 |
| 49664 | BRANDON'S TRANSMISSION | 5696 | 07/23/2019 | | 07/23/2019 | MAINTENANCE FLEET#319 | 735.49 |
| | | | | | | Vendor Total: | 3,363.70 |
| 49601 | CALBO | | 07/23/2019 | | 07/23/2019 | MEMBERSHIP 19-20 | 215.00 |
| | | MEMBERSHIP 19-20 | | | | Vendor Total: | 215.00 |
| 49600 | CALED | 300001996 | 07/23/2019 | | 05/15/2019 | MEMBERSHIP FY 19-20 | 100.00 |
| | | | | | | Vendor Total: | 100.00 |
| 49671 | CALIFORNIA BUILDING STANDARDS | | 07/25/2019 | | 07/25/2019 | BSTD FEES REPORT | 352.80 |
| | | BSTD FEES REPORT 6.30.19 | | | | Vendor Total: | 352.80 |
| 49602 | CALIFORNIA DEPARTMENT OF TAX | | 06/30/2019 | | 06/30/2019 | FUEL USAGE REPORT 4.1-6.30.19 | 1,383.52 |
| | | 2ND 2019 FUEL USAGE REPORT | | | | Vendor Total: | 1,383.52 |
| 49603 | CALIFORNIA HIGHWAY PATROL | | 07/23/2019 | | 07/23/2019 | 2019 CHP INSPECTION-TRANSIT | 50.00 |
| | | 2019 CHP INSPECTION-TRANSIT | | | | Vendor Total: | 50.00 |
| 49604 | CENTRAL CALIF. ASSOC. PUBLIC | | 07/23/2019 | | 07/23/2019 | SEIU UNION DUES 7.12.19 | 728.43 |
| | | SEIU UNION DUES 7.12.19 | | | | | |

Attachment: Demand Register 071319 - 080819 (Demand Register(s) of July 13, 2019 - August 08, 2019)

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| | | | | | | Vendor Total: | 728.43 |
| 49605 | CINTAS | | 07/23/2019 | | 07/23/2019 | SERVICE 07.10.19 | 98.73 |
| | | 4025606366 | | | | | |
| 49606 | CINTAS | | 07/23/2019 | | 07/23/2019 | UNIFORM SVC. 7.10.19 | 620.55 |
| | | 4025606374 | | | | | |
| 49607 | CINTAS | | 07/23/2019 | | 07/23/2019 | UNIFORM SVC. 7.17.19 | 58.45 |
| | | 4026024533 | | | | | |
| | | | | | | Vendor Total: | 777.73 |
| 49599 | CITY OF BAKERSFIELD | | 07/23/2019 | | 07/23/2019 | POST SUPERVISOR COURSE 15-; | 450.00 |
| | | | | | | POST SUPERVISOR COURSE 15-26 | |
| | | | | | | Vendor Total: | 450.00 |
| 49608 | CLARK PEST CONTROL | | 07/23/2019 | | 06/30/2019 | PEST CONTROL-COMM.CENTER I | 100.00 |
| | | | | | | PEST CONTROL-COMM.CENTER 6.30 | |
| | | | | | | Vendor Total: | 100.00 |
| 49609 | COMMUNICATION ENTERPRISES | | 07/23/2019 | | 07/23/2019 | DISPATCH SVC. TRANSIT | 135.00 |
| | | 1099411 | | | | | |
| 49610 | COMMUNICATION ENTERPRISES | | 07/23/2019 | | 07/23/2019 | DISPATCH - PUBLIC WORKS | 165.00 |
| | | 1099412 | | | | | |
| | | | | | | Vendor Total: | 300.00 |
| 49611 | COMPLETE HARDWARE STORE & MORE | | 07/23/2019 | | 07/23/2019 | SPRAY PARK SVC. | 4.27 |
| | | 264450 | | | | | |
| | | | | | | Vendor Total: | 4.27 |
| 49614 | COPOWER | | 07/23/2019 | | 07/23/2019 | CHIRO SVC. AUG. 2019 | 197.06 |
| | | 845070 | | | | | |
| | | | | | | Vendor Total: | 197.06 |
| 49613 | CORELOGIC SOLUTIONS, LLC | | 07/23/2019 | | 07/23/2019 | SVC. JUNE 2019 | 137.50 |
| | | 81968365 | | | | | |
| | | | | | | Vendor Total: | 137.50 |
| 49612 | COUNTY OF KERN | | 07/23/2019 | | 06/18/2019 | SMOTHERMON SVC. PARK | 411.20 |
| | | IN0429803 | | | | | |
| 49666 | COUNTY OF KERN | | 07/23/2019 | | 06/30/2019 | PERMIT PUBLIC WORKS | 280.60 |
| | | IN0425077 | | | | | |
| | | | | | | Vendor Total: | 691.80 |
| 49670 | DEPARTMENT OF CONSERVATION | | 07/25/2019 | | 06/30/2019 | SMIP FEE REPORT 4.1.19-6.30.19 | 1,131.59 |
| | | | | | | SMIP FEE REPORT 4.1.19-6.30.19 | |
| | | | | | | Vendor Total: | 1,131.59 |
| 49661 | DEPARTMENT OF TRANSPORTATION | | 07/23/2019 | | 07/23/2019 | SIGNALS/LIGHTING APRIL-JUNE 1 | 1,207.72 |
| | | SL191097 | | | | | |
| | | | | | | Vendor Total: | 1,207.72 |
| 49615 | DEWALT CORPORATION | | 07/23/2019 | | 07/23/2019 | COA ENGINEERING | 87.50 |
| | | 1087135 | | | | | |
| 49616 | DEWALT CORPORATION | | 07/23/2019 | | 07/23/2019 | URBAN GREENING 6.1.19 | 1,667.50 |
| | | 1087129 | | | | | |
| | | | | | | Vendor Total: | 1,755.00 |
| 49617 | DIAMOND TECHNOLOGIES, INC | | 07/23/2019 | | 07/23/2019 | AGREEMENT SECURE CENTRIC € | 2,130.00 |
| | | 24412 | | | | | |
| | | | | | | Vendor Total: | 2,130.00 |

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City of Arvin

| Ref. No. | Vendor Name | Invoice No. | Posting Date | PO Number | Invoice Date | Invoice Description | Invoice Amount |
|----------|--------------------------------|-------------------------------|--------------|-----------|--------------|--------------------------------|----------------|
| 49619 | DIVISION OF THE STATE | | 07/23/2019 | | 06/30/2019 | 2ND QUARTER 2019 DSA 796 | |
| | | | | | | 2ND QUARTER 2019 DSA 796 | 19.20 |
| 49620 | DIVISION OF THE STATE | | 07/23/2019 | | 07/23/2019 | 2ND QUARTER 2019 DSA 786 | |
| | | | | | | 2ND QUARTER 2019 DSA 786 | 14.40 |
| | | | | | | Vendor Total: | 33.60 |
| 49621 | FEDEX | | 07/23/2019 | | 07/23/2019 | SERVICE JUNE 2019 | |
| | | 6-618-34907 | | | | | 672.74 |
| | | | | | | Vendor Total: | 672.74 |
| 49669 | FRESNO POLICE DEPARTMENT | | 07/24/2019 | | 07/24/2019 | PERISHABLE SKILLS 8.19-8.21.19 | |
| | | 5780 | | | | | 406.00 |
| | | | | | | Vendor Total: | 406.00 |
| 49622 | GRANICUS | | 07/23/2019 | | 07/23/2019 | AGENDA/MINUTES 06/2019 | |
| | | 113621 | | | | | 561.00 |
| | | | | | | Vendor Total: | 561.00 |
| 49624 | JTS TRUCKING REPAIR | | 07/23/2019 | | 07/23/2019 | MAINTENANCE FLEET#110 | |
| | | 239338 | | | | | 1,192.77 |
| 49625 | JTS TRUCKING REPAIR | | 07/23/2019 | | 07/23/2019 | MAINTENANCE FLEET#207 | |
| | | 240018 | | | | | 90.00 |
| 49626 | JTS TRUCKING REPAIR | | 07/23/2019 | | 07/23/2019 | MAINTENANCE FLEET#110 | |
| | | 240019 | | | | | 141.79 |
| 49627 | JTS TRUCKING REPAIR | | 07/23/2019 | | 07/23/2019 | MAINTENANCE FLEET#211 | |
| | | 240020 | | | | | 141.79 |
| 49628 | JTS TRUCKING REPAIR | | 07/23/2019 | | 07/23/2019 | MAINTENANCE FLEET#100 | |
| | | 240021 | | | | | 186.82 |
| 49629 | JTS TRUCKING REPAIR | | 07/23/2019 | | 07/23/2019 | MAINTENANCE FLEET#203 | |
| | | 240022 | | | | | 561.58 |
| | | | | | | Vendor Total: | 2,314.75 |
| 49630 | KAISER PERMANENTE | | 07/23/2019 | | 07/23/2019 | MEDICAL BENEFIT AUG. 2019 | |
| | | CUST ID:000300785-000 8.2019 | | | | | 25,467.15 |
| | | | | | | Vendor Total: | 25,467.15 |
| 49631 | KERN COUNCIL OF GOVERNMENTS | | 07/23/2019 | | 07/23/2019 | GIS MAPPING SVC. 2018-2019 | |
| | | GIS-01 | | | | | 1,312.00 |
| | | | | | | Vendor Total: | 1,312.00 |
| 49632 | KERN RIVER POWER EQUIPMENT INC | | 07/23/2019 | | 07/23/2019 | MOWER SVC. PUBLIC WORKS | |
| | | 93201 | | | | | 76.32 |
| | | | | | | Vendor Total: | 76.32 |
| 49668 | KEVIN ARCHULETA | | 07/24/2019 | | 07/24/2019 | POST TRAINING 8.19.19-8.21.19 | |
| | | POST TRAINING 8.19.19-8.21.19 | | | | | 260.00 |
| | | | | | | Vendor Total: | 260.00 |
| 49633 | LAW & ASSOCIATES INVESTIGATION | | 07/23/2019 | | 07/23/2019 | LAW ENFORCEMENT BACKGROU | |
| | | 1766 | | | | | 1,200.00 |
| | | | | | | Vendor Total: | 1,200.00 |
| 49634 | LEAGUE OF CA CITIES SSJVD | | 07/23/2019 | | 07/23/2019 | SSJVD MEETING 2.7.19 | |
| | | 7759 | | | | | 25.00 |
| | | | | | | Vendor Total: | 25.00 |
| 49635 | MOUNTAINSIDE DISPOSAL | | 07/23/2019 | | 07/23/2019 | LANDFILL 7.1.19 | |
| | | 545684 | | | | | 162.12 |
| 49636 | MOUNTAINSIDE DISPOSAL | | 07/23/2019 | | 07/23/2019 | BIN RENT/4YD FL SVC. 6.2019 | |
| | | 546269 | | | | | 66.94 |
| | | | | | | Vendor Total: | 229.06 |

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|----------|--------------------------------|--------------------------------|--------------|-----------|--------------|--------------------------------|----------------|
| 49646 | NUNEZ, ROMAN | | 07/23/2019 | | 07/23/2019 | ADOBE REIMBURSEMENT 11.16.1 | |
| | | REFUND RECEIPT 33218 | | | | | 150.00 |
| | | | | | | Vendor Total: | 150.00 |
| 49639 | O'REILLY AUTOMOTIVE, INC | | 07/23/2019 | | 07/23/2019 | WATER BUFFALO-HAULER | |
| | | 4451-424969 | | | | | 8.65 |
| 49640 | O'REILLY AUTOMOTIVE, INC | | 07/23/2019 | | 07/23/2019 | SHOP SUPPLIES-PUBLIC WORKS | |
| | | 4451-425677 | | | | | 1.06 |
| | | | | | | Vendor Total: | 9.71 |
| 49637 | PACIFIC TIRE ARVIN | | 07/23/2019 | | 07/23/2019 | MAINTENANCE FLEET#203 | |
| | | 23417 | | | | | 982.11 |
| | | | | | | Vendor Total: | 982.11 |
| 49638 | PETTY CASH-ELSA CARDOSO-GUZMAN | | 07/23/2019 | | 07/23/2019 | PETTY CASH REPLINISH 7.17.19 | |
| | | | | | | | 85.70 |
| 49667 | PETTY CASH-ELSA CARDOSO-GUZMAN | | 07/24/2019 | | 07/24/2019 | REPLENISH POLICE DEPT. 7.24.19 | |
| | | | | | | | 22.45 |
| | | | | | | Vendor Total: | 108.15 |
| 49641 | PG & E | | 07/23/2019 | | 07/23/2019 | ELECTRIC SVC. 6.14.19-07.15.19 | |
| | | ELECTRIC SVC. 6.14.19-07.15.19 | | | | | 17,314.69 |
| | | | | | | Vendor Total: | 17,314.69 |
| 49642 | PITNEY BOWES | | 07/23/2019 | | 06/27/2019 | SUPPLIES-INK CART | |
| | | 1013403705 | | | | | 184.00 |
| | | | | | | Vendor Total: | 184.00 |
| 49645 | PRO AIR | | 07/23/2019 | | 07/23/2019 | A/C SVC. TRANSIT DEPT. | |
| | | 17634 | | | | | 694.27 |
| | | | | | | Vendor Total: | 694.27 |
| 49643 | PUBLIC WORKS COUNTY OF KERN | | 07/23/2019 | | 07/23/2019 | SVC. JUNE 2019 | |
| | | ARV 01 7.8.19 | | | | | 93.48 |
| | | | | | | Vendor Total: | 93.48 |
| 49644 | PURCHASE POWER | | 07/23/2019 | | 07/23/2019 | POSTAGE SVC. 7.11.19 | |
| | | A#8000-9000-0054-0157 7.11.19 | | | | | 515.02 |
| | | | | | | Vendor Total: | 515.02 |
| 49647 | ROUTEMATCH SOFTWARE, INC | | 07/23/2019 | | 07/23/2019 | ANNUAL HOSTING FEE 19-20 | |
| | | 40314 | | | | | 1,771.56 |
| | | | | | | Vendor Total: | 1,771.56 |
| 49648 | SAN JOAQUIN VALLEY | | 07/23/2019 | | 06/01/2019 | 19/20 ANNUAL PERMITS TO OPER | |
| | | S145937 | | | | | 277.00 |
| | | | | | | Vendor Total: | 277.00 |
| 49649 | SITEIMPROVE, INC | | 07/23/2019 | | 07/23/2019 | CONTRAC# 8185 FY 2019-2020 | |
| | | 62255 | | | | | 2,400.00 |
| | | | | | | Vendor Total: | 2,400.00 |
| 49650 | SOUTH VALLEY ELECTRICAL | | 07/23/2019 | | 07/23/2019 | ELECTRIC SVC -PARK | |
| | | 3920 | | | | | 529.44 |
| 49653 | SOUTH VALLEY ELECTRICAL | | 07/23/2019 | | 07/23/2019 | ELECTRIC SVC. - FTA 5339 | |
| | | 3919 | | | | | 486.70 |
| | | | | | | Vendor Total: | 1,016.14 |
| 49651 | SPECTRUM BUSINESS | | 07/23/2019 | | 07/23/2019 | COMMUNICATION SVC. JULY 2019 | |
| | | 064070101070219 | | | | | 275.36 |

Attachment: Demand Register 071319 - 080819 (Demand Register(s) of July 13, 2019 - August 08, 2019)

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| 49652 | SPECTRUM BUSINESS | | 07/23/2019 | | 07/23/2019 | COMMUNICATION SVC. JULY 2019 | | |
| | | 069794801063019 | | | | | 104.33 | |
| | | | | | | Vendor Total: | 379.69 | |
| 49654 | TRIAD INVESTIGATIVE SERVICES | | 07/23/2019 | | 07/23/2019 | INTERNAL INVESTIGATION-TRAN: | | |
| | | 2019-0021 | | | | | 2,650.00 | |
| | | | | | | Vendor Total: | 2,650.00 | |
| 49655 | VANTAGE POINT TRANSFER AGENTS | | 07/23/2019 | | 07/23/2019 | 457K LOAN/CONTRIBUTION 7.12.19 | | |
| | | 457K LOAN/CONTRIBUTION 7.12.19 | | | | | 371.65 | |
| | | | | | | Vendor Total: | 371.65 | |
| 49656 | VEOLIA WATER NA - MAINT-NOTE | | 07/23/2019 | | 06/30/2019 | O&M WASTEWATER TREATMENT | | |
| | | 90202617 | | | | | 135,337.53 | |
| | | | | | | Vendor Total: | 135,337.53 | |
| 49657 | VERIZON WIRELESS A#642023305-1 | | 07/23/2019 | | 07/23/2019 | WIRELESS TRANSIT 5.29-6.28 | | |
| | | 9833041852 | | | | | 120.18 | |
| | | | | | | Vendor Total: | 120.18 | |
| 49658 | ZEE MEDICAL SERVICE | | 07/23/2019 | | 06/30/2019 | FIRST AID SUPPLIES-PUBLIC WO | | |
| | | 34-216590 | | | | | 30.80 | |
| 49659 | ZEE MEDICAL SERVICE | | 07/23/2019 | | 07/23/2019 | FIRST AID SUPPLIES-TRANSIT | | |
| | | 34-216950 | | | | | 45.09 | |
| 49660 | ZEE MEDICAL SERVICE | | 07/23/2019 | | 07/23/2019 | FIRST AID SUPPLIES-PUBLIC WO | | |
| | | 34-216951 | | | | | 77.34 | |
| | | | | | | Vendor Total: | 153.23 | |
| | | | | | | | Grand Total: | 231,920.00 |
| | | | | | | | Less Credit Memos: | 0.00 |
| | | | | | | | Net Total: | 231,920.00 |
| | | | | | | | Less Hand Check Total: | 0.00 |
| | | | | | | | Outstanding Invoice Total: | 231,920.00 |
| Total Invoices: 79 | | | | | | | | |

Attachment: Demand Register 071319 - 080819 (Demand Register(s) of July 13, 2019 - August 08, 2019)

Edit List of Invoices - Summary

DEMAND LIST 07.27.19

4.A.a

Date: 07/27/2019

Time: 10:28 am

Page: 1

City of Arvin

| Ref. No. | Vendor Name | Invoice No. | Posting Date | PO Number | Invoice Date | Invoice Description | Invoice Amount |
|----------------------------|----------------------------|-------------|--------------|-----------|--------------|--------------------------------|----------------|
| 49672 | BANK OF AMERICA - CC | | 06/30/2019 | | 06/30/2019 | CC TRANSACTION 4.26.19-5.25.19 | |
| | | | | | | CC TRANSACTION 4.26.19-5.25.19 | 3,002.97 |
| 49673 | BANK OF AMERICA - CC | | 06/30/2019 | | 06/30/2019 | CC TRANSACTION 5.26.19-6.25.19 | |
| | | | | | | CC TRANSACTION 5.26.19-6.25.19 | 4,654.82 |
| | | | | | | Vendor Total: | 7,657.79 |
| 49674 | BANK OF AMERICA - SVC CHGS | | 06/30/2019 | | 06/30/2019 | BOFA SVC. CHARGES APRIL 2019 | |
| | | | | | | BOFA SVC. CHARGES APRIL 2019 | 518.83 |
| 49675 | BANK OF AMERICA - SVC CHGS | | 06/30/2019 | | 06/30/2019 | BOFA SVC. CHARGES MAY 2019 | |
| | | | | | | BOFA SVC. CHARGES MAY 2019 | 603.31 |
| 49676 | BANK OF AMERICA - SVC CHGS | | 06/30/2019 | | 06/30/2019 | BOFA SVC. CHARGES JUNE 2019 | |
| | | | | | | BOFA SVC. CHARGES JUNE 2019 | 499.33 |
| 49677 | BANK OF AMERICA - SVC CHGS | | 06/30/2019 | | 06/30/2019 | DEPOSIT SLIP 6.20.19 | |
| | | | | | | DEPOSIT SLIP 6.20.19 | 18.00 |
| | | | | | | Vendor Total: | 1,639.47 |
| Grand Total: | | | | | | | 9,297.26 |
| Less Credit Memos: | | | | | | | 0.00 |
| Net Total: | | | | | | | 9,297.26 |
| Less Hand Check Total: | | | | | | | 9,297.26 |
| Outstanding Invoice Total: | | | | | | | 0.00 |
| Total Invoices: 6 | | | | | | | |

Attachment: Demand Register 071319 - 080819 (Demand Register(s) of July 13, 2019 - August 08, 2019)

Edit List of Invoices - Summary

DEMAND LIST 08.05.19

4.A.a

Date: 08/07/2019

Time: 2:19 pm

Page: 1

City of Arvin

| Ref. No. | Vendor Name | Invoice No. | Posting Date | PO Number | Invoice Date | Invoice Description | Invoice Amount |
|----------|------------------------------|--------------------------------|--------------|-----------|--------------|--------------------------------|----------------|
| 49696 | ADAMS FUN JUMPS | | 07/29/2019 | | 07/29/2019 | NNO 2019 EVENT | |
| | | NNO 2019 EVENT | | | | | 220.00 |
| | | | | | | Vendor Total: | 220.00 |
| 49680 | AMERICA'S BEST PLUMBING | | 07/10/2019 | | 07/10/2019 | KOV PARK-MENS URINALS REPAI | |
| | | KOV PARK-MENS URINALS REPAIR | | | | | 1,150.00 |
| | | | | | | Vendor Total: | 1,150.00 |
| 49681 | ARVIN POLICE OFFICERS | | 07/26/2019 | | 07/26/2019 | APOA UNION DUES-7/12 & 7/26/19 | |
| | | UNION DUES 7/12 & 7/26/19 | | | | | 520.00 |
| | | | | | | Vendor Total: | 520.00 |
| 49682 | BLUE SHIELD OF CALIFORNIA | | 07/15/2019 | | 07/15/2019 | MEDICAL INSURANCE- AUGUST 2 | |
| | | 191960070320 | | | | | 17,307.79 |
| | | | | | | Vendor Total: | 17,307.79 |
| 49683 | CENTRAL CALIF. ASSOC. PUBLIC | | 07/26/2019 | | 07/26/2019 | UNION DUES 7/26/19 PAY | |
| | | UNION DUES 7/26/19 | | | | | 728.43 |
| | | | | | | Vendor Total: | 728.43 |
| 49699 | CENTRAL VALLEY OCCUP. | | 07/18/2019 | | 07/18/2019 | 7/16/19 EMPLYMT TEST-PD OFFIC | |
| | | 7/16/19 EMPLYMNT TEST-PD OFFIC | | | | | 267.00 |
| | | | | | | Vendor Total: | 267.00 |
| 49702 | COUNTY OF KERN | | 07/01/2019 | | 07/01/2019 | JAIL/INSTITUTION 7/1/19 | |
| | | IN0427843 | | | | | 514.00 |
| | | | | | | Vendor Total: | 514.00 |
| 49707 | DEPARTMENT OF JUSTICE | | 07/01/2019 | | 06/30/2019 | JUNE 2019 FINGERPRINTS | |
| | | 387826 | | | | | 386.00 |
| | | | | | | Vendor Total: | 386.00 |
| 49679 | DIAMOND TECHNOLOGIES, INC | | 07/08/2019 | | 07/08/2019 | AGRMNT:DELL POWER SERVER | |
| | | 25138345 | | | | | 1,763.42 |
| | | | | | | Vendor Total: | 1,763.42 |
| 49685 | GENERAL OFFICE | | 07/01/2019 | | 05/30/2019 | METER READING MAY 2019 | |
| | | 14456 | | | | | 1,014.79 |
| 49686 | GENERAL OFFICE | | 07/02/2019 | | 07/02/2019 | METER READING JUNE 2019 | |
| | | 14597 | | | | | 795.41 |
| | | | | | | Vendor Total: | 1,810.20 |
| 49692 | GOLDEN EMPIRE TOWING INC | | 07/08/2019 | | 07/08/2019 | TOWING SERVICE 7.8.19 UNIT#26 | |
| | | 446765 | | | | | 50.00 |
| | | | | | | Vendor Total: | 50.00 |
| 49689 | GUARDIAN TRACKING, LLC | | 07/02/2019 | | 07/02/2019 | ANNUAL INTERNET SUBSCRIPTIC | |
| | | 2019-0563 | | | | | 1,581.00 |
| | | | | | | Vendor Total: | 1,581.00 |
| 49694 | GUARDIAN | | 07/22/2019 | | 07/22/2019 | BUNDLE INSURANCE AUGUST 20 | |
| | | BUNDLE INSURANCE AUGUST 2019 | | | | | 6,895.39 |
| | | | | | | Vendor Total: | 6,895.39 |
| 49704 | JIM BURKE FORD | | 07/01/2019 | | 06/28/2019 | OIL CHANGE UNIT#280 | |
| | | OIL CHANGE UNIT#280 | | | | | 68.04 |
| | | | | | | Vendor Total: | 68.04 |
| 49678 | JTS TRUCKING REPAIR | | 07/09/2019 | | 07/09/2019 | Repair emercny windw unit# 203 | |
| | | 239163 | | | | | 90.00 |

Attachment: Demand Register 071319 - 080819 (Demand Register(s) of July 13, 2019 - August 08, 2019)

Edit List of Invoices - Summary

DEMAND LIST 08.05.19

4.A.a

Date: 08/07/2019

Time: 2:19 pm

Page: 2

City of Arvin

| Ref. No. | Vendor Name | Invoice No. | Posting Date | PONumber | Invoice Date | Invoice Description | Invoice Amount |
|----------|-------------------------------|-------------|--------------|----------|--------------|--------------------------------|----------------|
| | | | | | | Vendor Total: | 90.00 |
| 49687 | KERN COUNTY | 1160-01282 | 07/01/2019 | | 07/01/2019 | CJIS LIC FEE- APRIL-JUNE 2019 | 210.00 |
| | | | | | | Vendor Total: | 210.00 |
| 49695 | LEAGUE OF CA CITIES SSJVD | | 07/30/2019 | | 07/30/2019 | SSJVD MBRSHP MTNG DINER 8.8 | 125.00 |
| | | | | | | SSJVD MBRSHP MEETING 8.8.19 | 125.00 |
| | | | | | | Vendor Total: | 125.00 |
| 49697 | MALLEY PALMA | | 08/05/2019 | | 08/05/2019 | FACEPAINTING-NNO 2019 EVENT | 120.00 |
| | | | | | | FACEPAINTING-NNO 2019 EVENT | 120.00 |
| | | | | | | Vendor Total: | 120.00 |
| 49693 | MARY VALENTI, PH.D | | 07/16/2019 | | 07/16/2019 | 7/16/19 PRE-EMPLYMNT EVALUAT | 400.00 |
| | | | | | | 7.16.19 PRE-EMPLYMNT EVAL-PD | 400.00 |
| | | | | | | Vendor Total: | 400.00 |
| 49705 | OFFICE DEPOT, INC | | 07/01/2019 | | 06/27/2019 | OFFICE SUPPLIES- POLICE DEPT | 229.41 |
| | | | | | | 335012906001 | 229.41 |
| | | | | | | Vendor Total: | 229.41 |
| 49706 | OPEN & SHUT ENTERPRISES | | 07/01/2019 | | 06/20/2019 | REPAIR FENCE GATES VG#2 | 240.00 |
| | | | | | | 76075 | 240.00 |
| | | | | | | Vendor Total: | 240.00 |
| 49703 | SC COMMUNICATIONS, INC | | 07/01/2019 | | 06/04/2019 | HOLE MOUNT ANTENNA UNIT#27: | 149.08 |
| | | | | | | 8862 | 149.08 |
| | | | | | | Vendor Total: | 149.08 |
| 49700 | SITEONE LANDSCAPE SUPPLY LLC | | 07/15/2019 | | 07/15/2019 | IRRIGATION REPAIR- PARKS & | 1,349.35 |
| | | | | | | 92994383-001 | 1,349.35 |
| 49701 | SITEONE LANDSCAPE SUPPLY LLC | | 07/01/2019 | | 06/30/2019 | SUPPLIES FOR REPAIR-PARKS | 62.68 |
| | | | | | | 87889559 | 62.68 |
| | | | | | | Vendor Total: | 1,412.03 |
| 49698 | THE UNIVERSAL CHURCH | | 07/31/2019 | | 07/31/2019 | DEP REIMBURSEMENT- STE Y | 150.00 |
| | | | | | | DEPOSIT REIMB- STE Y | 150.00 |
| | | | | | | Vendor Total: | 150.00 |
| 49688 | TYACK TIRES INC. | | 07/17/2019 | | 07/17/2019 | TIRE REPAIR-UNIT#273 | 21.22 |
| | | | | | | 193143 | 21.22 |
| | | | | | | Vendor Total: | 21.22 |
| 49684 | VANTAGE POINT TRANSFER AGENTS | | 07/26/2019 | | 07/26/2019 | 457K LOAN CONTRIBUTION_7.26. | 1,406.65 |
| | | | | | | 457K LOAN CONTR_7.26.19 | 1,406.65 |
| | | | | | | Vendor Total: | 1,406.65 |
| 49691 | VERIZON WIRELESS 609123961-1 | | 07/01/2019 | | 06/25/2019 | CELL PHNES-SVC 5.26.19-6.25.19 | 470.79 |
| | | | | | | 9832871818 | 470.79 |
| | | | | | | Vendor Total: | 470.79 |
| 49690 | VERIZON WIRELESS 609123961-3 | | 07/01/2019 | | 06/25/2019 | AIRCARDS SVC 5.26.19-6.25.19 | 646.17 |
| | | | | | | 9832871819 | 646.17 |
| | | | | | | Vendor Total: | 646.17 |

Attachment: Demand Register 071319 - 080819 (Demand Register(s) of July 13, 2019 - August 08, 2019)

Edit List of Invoices - Summary

DEMAND LIST 08.05.19

4.A.a

Date: 08/07/2019

Time: 2:19 pm

Page: 3

City of Arvin

| Ref. No. | Vendor Name | Invoice No. | Posting Date | PONumber | Invoice Date | Invoice Description | Invoice Amount |
|----------|-------------|-------------|--------------|----------|--------------|----------------------------|----------------|
| | | | | | | Grand Total: | 38,931.62 |
| | | | | | | Less Credit Memos: | 0.00 |
| | | | | | | Net Total: | 38,931.62 |
| | | | | | | Less Hand Check Total: | 0.00 |
| | | | | | | Outstanding Invoice Total: | 38,931.62 |

Total Invoices: 30

Attachment: Demand Register 071319 - 080819 (Demand Register(s) of July 13, 2019 – August 08, 2019)

EARNINGS REPORT

4.B.a

Emp. Code Desc.: CITY OF ARVIN
 From 07/12/2019 to 07/12/20
 City of Arvin

PAYROLL 7/12/19

Date: 8/7/2019
 Time: 16:59:21

| Employee Name | Employee ID | 15X ADMLV | 1X ADPAY | 1XFTO ALLOW | 25X BERV | 2X BNFT1 | 3X COMP | ADJ CTO | ADLCO CTYWK | Oth Tot |
|---------------|-------------|--------------|-------------|----------------|-------------|-------------|------------|------------|----------------|------------|
| | | DEGRE | DIFFL | FH | FTO | HLPER | HOL | HP1X | INSUR | |
| | | JURY | LONG | MILIT | MISC | PBD | PBD3 | PBD3CO | PDADL | |
| | | PERE | PERS | PHALW | POST | PTO | REG | RETOT | RETRO | |
| | | SCKCO | SEVR | SHOEAE | SICK | SRO | SSWEP | STDBY | STLMT | |
| | | TRAIN | TUPGR | UAEL | UAPEP | UNADV | URCL | URPEP | VAC | |
| | | VACCO | VACTO | WRKCO | | | | | | |

| | | | | | | | | | | |
|--------------|--------------------|--------|-----------|----------|----------|--------|-----------|----------|----------|-----------|
| Grand Total: | Employee Count: 54 | 0.00 | 10,233.05 | 0.00 | 0.00 | 803.84 | 0.00 | 0.00 | 0.00 | 0.0 |
| | | 0.00 | 0.00 | 200.00 | 0.00 | 813.52 | 0.00 | 2,005.20 | 928.00 | 145,455.0 |
| | | 255.41 | 184.80 | 0.00 | 0.00 | 0.00 | 4,931.52 | 5,393.80 | 1,619.16 | |
| | | 0.00 | 2,151.28 | 0.00 | 0.00 | 611.66 | 0.00 | 2,701.68 | 812.16 | |
| | | 0.00 | 0.00 | 300.00 | 483.95 | 0.00 | 89,157.94 | 289.82 | 885.38 | |
| | | 0.00 | 0.00 | 3,480.00 | 1,179.19 | 0.00 | 170.24 | 0.00 | 0.00 | |
| | | 0.00 | 240.52 | 1,850.00 | 3,800.00 | 90.78 | 0.00 | 0.00 | 5,928.01 | |
| | | 851.20 | 0.00 | 3,102.94 | | | | | | |

COST REPORT

Emp. Code Desc.: CITY OF ARVIN
 From 07/12/2019 to 07/12/20
 City of Arvin

PAYROLL 7/12/19

Date: 8/7/2019
 Time: 16:59:48

| Employee Name | Employee ID | PER3E PER3S SUTA | FUTA PER5E PERS4 | MC PER6E PERS5 | MC1 PER9E PERS6 | PER1E PERCP PERS8 | PER2D PERS PERS9 | PER2E PERS1 SS | PER2M PERS2 SS1 | Oth Tot |
|---------------|-------------|------------------------|------------------------|----------------------|-----------------------|-------------------------|------------------------|----------------------|-----------------------|------------|
| | | 0.00 | 0.00 | 1,854.70 | 317.71 | 0.00 | 1,246.62 | 0.00 | 968.45 | 0.0 |
| | | 1,305.30 | 134.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,632.10 | 25,082.6 |
| | | 2,583.16 | 0.00 | 0.00 | 2,198.30 | 2,420.44 | 0.00 | 7,800.02 | 1,621.79 | |
| | | 0.00 | | | | | | | | |

| | | | | | | | | | | |
|--------------|--------------------|----------|--------|----------|----------|----------|----------|----------|----------|----------|
| Grand Total: | Employee Count: 54 | 0.00 | 0.00 | 1,854.70 | 317.71 | 0.00 | 1,246.62 | 0.00 | 968.45 | 0.0 |
| | | 1,305.30 | 134.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,632.10 | 25,082.6 |
| | | 2,583.16 | 0.00 | 0.00 | 2,198.30 | 2,420.44 | 0.00 | 7,800.02 | 1,621.79 | |
| | | 0.00 | | | | | | | | |

Attachment: Payroll Registers 071219, 072619, and 080919 (Payroll Register(s) of July 12, 2019; July 26,

EARNINGS REPORT

4.B.a

Emp. Code Desc.: CITY OF ARVIN
 From 07/26/2019 to 07/26/20
 City of Arvin

PAYROLL 7/26/19

Date: 8/7/2019
 Time: 17:05:19

| Employee Name | Employee ID | 1X | 2X | 3X | ADLCO | ADPAY | ALLOW | BERV | BNFT1 | Oth |
|---------------------|---------------------------|-----------|-----------|--------|--------|--------|----------|----------|----------|-----------|
| | | CTO | CTYWK | DEGRE | DIFFL | FH | HOL | HP1X | INSUR | Tot |
| | | LONG | MISC | PBD | PBD3 | PBDCO | PDADL | PHALW | POST | |
| | | PTO | REG | RETOT | RETRO | SHOEA | SICK | SSWEP | TRAIN | |
| | | TUPGR | UACL | UAPEP | UNADV | URCL | URPEP | VAC | VACCO | |
| | | VACTO | WRKCO | | | | | | | |
| Grand Total: | Employee Count: 55 | 13,912.54 | 665.26 | 0.00 | 0.00 | 0.00 | 200.00 | 0.00 | 813.52 | 0.0 |
| | | 2,000.83 | 928.00 | 255.41 | 176.40 | 835.20 | 0.00 | 0.00 | 1,619.16 | 129,465.3 |
| | | 2,151.28 | 0.00 | 731.67 | 0.00 | 0.00 | 2,707.20 | 300.00 | 483.95 | |
| | | 0.00 | 90,989.51 | 0.00 | 0.00 | 0.00 | 1,110.12 | 0.00 | 0.00 | |
| | | 286.59 | 0.00 | 0.00 | 90.78 | 0.00 | 0.00 | 5,210.95 | 894.00 | |
| | | 0.00 | 3,102.94 | | | | | | | |

COST REPORT

Emp. Code Desc.: CITY OF ARVIN
 From 07/26/2019 to 07/26/20
 City of Arvin

PAYROLL 7/26/19

Date: 8/7/2019
 Time: 17:05:50

| Employee Name | Employee ID | PER3E | FUTA | MC | MC1 | PER1E | PER2D | PER2E | PER2M | Oth |
|---------------------|---------------------------|----------|--------|----------|----------|----------|----------|----------|----------|----------|
| | | PERS3 | PER5E | PER6E | PER9E | PERCP | PERS | PERS1 | PERS2 | Tot |
| | | SUTA | PERS4 | PERS5 | PERS6 | PERS8 | PERS9 | SS | SS1 | |
| Grand Total: | Employee Count: 55 | 0.00 | 0.00 | 1,639.17 | 280.22 | 0.00 | 1,357.10 | 0.00 | 968.45 | 0.0 |
| | | 1,126.75 | 119.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,438.99 | 22,618.8 |
| | | 2,237.78 | 0.00 | 0.00 | 2,224.48 | 1,900.30 | 0.00 | 6,892.11 | 1,433.93 | |
| | | 0.00 | | | | | | | | |

Attachment: Payroll Registers 071219, 072619, and 080919 (Payroll Register(s) of July 12, 2019; July 26,

EARNINGS REPORT

4.B.a

Emp. Code Desc.: CITY OF ARVIN
 From 08/05/2019 to 08/09/20
 City of Arvin

PAYROLL 8/09/19

Date: 8/8/2019
 Time: 14:22:15

| Employee Name | Employee ID | 1X BNFT1 HP1X PHALW TUPGR VACTO | 25X CTO INSUR POST UACL WRKCO | 2X CTYWK LONG PTO UAPEP | 3X DEGRE PBD REG UNADV | ADLCO DIFFL PBD3 RETOT URCL | ADPAY FH PBDCO RETRO URPEP | ALLOW HLPER PDADL SICK VAC | BERV HOL PERS SSWEP VACCO | Oth Tot |
|---------------------|---------------------------|--|--|-------------------------------------|------------------------------------|---|--|--|---------------------------------------|------------|
| Grand Total: | Employee Count: 55 | 15,727.15 | 0.00 | 567.87 | 0.00 | 2,133.98 | 0.00 | 200.00 | 0.00 | 0.0 |
| | | 813.52 | 4,457.46 | 928.00 | 255.41 | 185.85 | 0.00 | 0.00 | 0.00 | 139,209.4 |
| | | 0.00 | 1,609.54 | 2,160.36 | 968.15 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | | 300.00 | 549.40 | 0.00 | 91,992.80 | 37.27 | 2,490.00 | 4,948.69 | 191.52 | |
| | | 322.66 | 0.00 | 0.00 | 90.78 | 0.00 | 0.00 | 1,657.72 | 3,205.94 | |
| | | 312.41 | 3,102.94 | | | | | | | |

COST REPORT

Emp. Code Desc.: CITY OF ARVIN
 From 08/05/2019 to 08/09/20
 City of Arvin

PAYROLL 8/09/19

Date: 8/8/2019
 Time: 14:22:46

| Employee Name | Employee ID | PER3E PERS3 SUTA | FUTA PER5E PERS4 | MC PER6E PERS5 | MC1 PER9E PERS6 | PER1E PERCP PERS8 | PER2D PERS PERS9 | PER2E PERS1 SS | PER2M PERS2 SS1 | Oth Tot |
|---------------------|---------------------------|------------------------|------------------------|----------------------|-----------------------|-------------------------|------------------------|----------------------|-----------------------|------------|
| Grand Total: | Employee Count: 55 | 0.00 | 0.00 | 1,817.35 | 207.32 | 0.00 | 1,357.10 | 0.00 | 968.45 | 0.0 |
| | | 1,136.43 | 119.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,532.45 | 23,323.2 |
| | | 2,256.49 | 0.00 | 0.00 | 2,375.09 | 1,776.75 | 0.00 | 7,654.00 | 1,122.23 | |
| | | 0.00 | | | | | | | | |

Attachment: Payroll Registers 071219, 072619, and 080919 (Payroll Register(s) of July 12, 2019; July 26,

REGULAR MEETING MINUTES

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

JULY 23, 2019

CALL TO ORDER @ 5:30PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: All present; CM Martinez arrived at commencement of Agenda Item #3, Public Comments.

1. Approval of Agenda as To Form.

Motion MPT Robles

Second CM Trujillo

Vote 4-0

Motion to approve Agenda.

2. CLOSED SESSION ITEM(S)

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

B. Conference with Labor Negotiators (Pursuant to Government Code §54957.6)
City Negotiator: Pawan Gill, Director of Administrative Services
Organizations: Arvin Police Officers Association (APOA) and Service Employees International Union (SEIU) Local 521

CLOSED SESSION REPORT BY CITY ATTORNEY:

No reportable action.

3. PUBLIC COMMENTS

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

4. PRESENTATION(S)

A. Veolia's Annual Community Contribution to Community Groups & Clubs for Calendar Year 2019

Dale Ducharme, Project Manager – Veolia

B. Miocar Electric Car Sharing Service

Gloria Huerta, Operations Director – Miocar

- C. Westside Energy Services Training & Education Center (Westec)
Bill Rector, Executive Director - Westec
- D. Donation for Arvin Police Department's National Night Out Event
Shannon Chaffin, City Attorney - Aleshire & Wynder, LLP

5. CONSENT AGENDA ITEM(S)

- A. Approval of Demand Register(s) of June 21, 2019 – July 18, 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.

Resolution No. 2019-55

- 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*).

Resolution No. 2019-56

- 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*).

Resolution No. 2019-57

- 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*).

Resolution No. 2019-58

- 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*).

Resolution No. 2019-59

- 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*).

Resolution No. 2019-60

- J. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal of a Grant Application to the Regional Surface Transportation Program (RSTP).

Resolution No. 2019-61

- K. Approval of Real Property Use Agreement between City of Arvin and Arts Council of Kern County for Use of Property Located at the Arvin Community Center, 800 Walnut Drive, Arvin by the Arvin Seniors Sewing Group.

Agreement No. 2019-15

- L. Approval of A Resolution of the City Council of the City of Arvin Approving An Agreement for the Purchase and Use of Software as a Service and Related Maintenance Contract with Tyler Technologies, Inc.

Resolution No. 2019-62

Agreement No. 2019-16

- M. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal of an Application by the Arts Council of Kern and Michelle Glass, a public artist, to the National Endowment for the Arts (NEA) "Our Town" Program; and Authorizing Related Action.

Resolution No. 2019-63

- N. Approval of A Resolution of the City Council of the City of Arvin Approving An Agreement for the Purchase of A John Deere 1600 Turbo Series III Commercial Wide Area Mower Between the City of Arvin and Kern Machinery, Inc., and Authorizing the City Manager to Enter into Agreement for the Same, Subject to Approval As To Form by the City Attorney.

Resolution No. 2019-64

Agreement No. 2019-17

Staff recommends approval of the Consent Agenda.

Consent Agenda Items 5K and 5M pulled for discussion. Motion to approve Consent Agenda Items 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5L, and 5N.

Motion Mayor Gurrola Second MPT Robles Vote 5-0

Motion to approve Consent Agenda Item 5K.

Motion Mayor Gurrola Second CM Trujillo Vote 5-0

Motion to approve Consent Agenda Item 5M.

Motion Mayor Gurrola Second CM Trujillo Vote 5-0

6. PUBLIC HEARING ITEM(S)

- A. A Public Hearing to Consider A Resolution of the City Council of the City of Arvin Ordering the Creation of Underground Utility District No. 1 Along Varsity Road Between Comanche Drive and Campus Drive (City Engineer)

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

Mayor Gurrola recused himself and was not present during discussion and voting for Public Hearing Item 6A due to a conflict of interest.

Hearing opened.

Public Testimony:

- **Jenny Hannah, on behalf of the Kern High School District, indicated they are in support of the project however, they would like to be informed of any costs to the District. City Engineer, Adam Ojeda indicated individual costs are unknown at this time.**
- **Donald Mills, Arvin High School Future Farmers of America (FFA) Teacher inquired whether any school farming property was going to be taken by the City. City Engineer, Adam Ojeda replied indicating no farming land will be taken.**

Hearing closed.

Motion to approve the Resolution.

Motion CM Trujillo Second CM Franetovich Vote 4-0 (Mayor Gurrola recused himself from the discussion and vote due to a conflict of interest.)

Resolution No. 2019-65

7. ACTION ITEM(S)

- A. Consideration and Approval of A Resolution of the City Council of the City of Arvin Supporting Balanced Energy Solutions and Maintaining Local Control of Energy Solutions. (City Manager)**

Staff recommends consideration and direction from Council.

Motion to reject the Resolution.

Motion Mayor Gurrola Second CM Martinez Vote 5-0

- B. 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 to designate Mayor Gurrola as the voting delegate and Councilmembers Trujillo and Franetovich as the alternates.

Motion CM Trujillo Second Mayor Gurrola Vote 5-0

8. 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 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 to approve the Resolution.

Motion AM/MPT Robles

Second AM/CM Martinez

Vote 5-0

Resolution No. 2019-66

Agreement No. 2019-18

9. WORKSHOP – Wastewater Treatment Plant Master Plan & Collection Systems Master Plan (Veolia Water)

10. DISCUSSION ITEM(S)

A. Veteran’s Dinner Nov. 06, 2019 (MPT Robles)

11. STAFF REPORTS

12. COUNCIL MEMBER COMMENTS

13. ADJOURNED @ 8:20PM

Respectfully submitted,

Cecilia Vela, City Clerk

SPECIAL MEETING MINUTES

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

AUGUST 03, 2019

CALL TO ORDER @ 9:45AM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: CM Martinez absent; All others present.

1. Approval of Agenda as To Form.

Motion to approve the Agenda.

Motion Mayor Gurrola

Second MPT Robles

Vote 4-0

2. PUBLIC COMMENTS

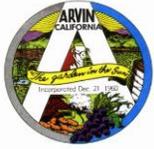
NONE

3. WORKSHOP – STRATEGIC PLANNING SESSION

4. ADJOURNED @ 3:01PM

Respectfully submitted,

Cecilia Vela, City Clerk



CITY OF ARVIN
Staff Report

Meeting Date: August 13, 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 Kern Council of Governments (Kern COG) for the Congestion Mitigation Air Quality (CMAQ) Program; and Authorizing Related Action

BACKGROUND:

In order to meet and exceed the State's 2025 Climate Change objectives through fleet electrification, the City plans to submit a grant application to the CMAQ grant in order to fund the replacement of the gas powered Para transit bus with one electric Para transit bus will contribute to Arvin's goal of a fully electrified fleet by 2025.

FINANCIAL IMPACT:

The grant requires a match of 11.47%. This match could potentially be funded through SGR, and LCTOP grant funds.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE KERN COUNCIL OF GOVERNMENTS (KERN COG) FOR THE CONGESTION MITIGATION AIR QUALITY (CMAQ) PROGRAM; AND AUTHORIZING RELATED ACTION

WHEREAS, the Kern Council of Governments (Kern COG) administers the Congestion Mitigation Air Quality (CMAQ) Program to establish programs and projects to reduce mobile emissions and help meet federal air quality standards; and

WHEREAS, the City of Arvin's Community Development Department plans to submit an application to purchase one para transit bus (hereinafter referred to as PROJECT), and

WHEREAS, the City of Arvin requires approval to submit a grant application when a local match is required; and,

WHEREAS, the application is requesting \$ 292,526 in CMAQ funds to purchase one or two electric buses,

WHEREAS, the grant application requires a 11.47% local match of funds or, for this grant application, a value of \$ 33,554; and

WHEREAS, the City of Arvin has the financial capacity to complete, operate, and maintain the project, and

WHEREAS, the City of Arvin will ensure that funds required from other sources will be reasonably expected to be available on the time frame needed to carry out the project; and

WHEREAS, The City of Arvin is authorized to execute and file an application for funding the Project under the CMAQ program, and

WHEREAS, The City of Arvin, by adopting this resolution does hereby state:

- a) The City of Arvin will provide a minimum of \$ 33,554 in local matching funds; and
- b) The City of Arvin understands that the CMAQ funding for this project is fixed at the approved programmed amount, and that any cost increases must be funded by the City from other funds, and that the City does not expect any cost increases to be funded with additional CMAQ funding; and
- c) The City of Arvin understands the funding deadlines associated with these funds and will comply with the program implementation procedures described in Chapter 2 of the Kern COG Project Delivery Policies and Procedures manual; and

- d) PROJECT will be implemented as described in the completed application and in this resolution and, if approved, for the amount programmed in the FTIP, and
- e) The City of Arvin, and the PROJECT(S) will comply with the requirements set forth in the program:

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

Section 1: The City Manager or his designee, is hereby authorized to submit all required documents to Kern COG for the CMAQ Program.

Section 2: 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 to secure CMAQ funds and implement the approved project from the CMAQ program, subject to approval as to legal form by the City Attorney.

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 13th day of August, 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: August 13, 2019

TO: City Council

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN TO AUTHORIZE THE CITY MANAGER AND/OR THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CLEAN FUEL CONNECTION, INC. FOR ELECTRICAL CHARGING STATION INFRASTRUCTURE; AND AUTHORIZING RELATED ACTIONS

BACKGROUND:

In order to operate three electric transit busses which will be delivered to the City within the next six to nine months, the City has identified the need for high capacity electric vehicle charging stations located within the City Hall parking lot to charge those busses.

This resolution for consent is the first process necessary to install the electrical components, cabling, pads, and stub ups for the charging stations. Clean Fuel Connection, the vendor identified to install the required infrastructure is not a vendor which is new to the City. Earlier this year Clean Fuel Connection acted as a subcontractor to EVgo on a project which installed charging station infrastructure at several locations within the City - the City owned parking lot across from the Adobe Complex and Veterans Hall and also within the City Hall parking lot itself.

FINANCIAL IMPACT:

The contract with Clean Fuel Connection will not exceed \$250,000. This project is 100% funded via a combination of several different grant funds.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN TO AUTHORIZE THE CITY MANAGER AND/OR THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CLEAN FUEL CONNECTION, INC. FOR ELECTRICAL CHARGING STATION INFRASTRUCTURE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, California Government Code sections 54202 and 54203 require and authorize California cities to adopt, by ordinance, policies and procedures governing the purchase of supplies and equipment; and

WHEREAS, the City of Arvin has adopted Chapter 3.08 (Purchasing System) of Title 3 (Revenue and Finance), to establish efficient procedures for the purchase of supplies and equipment, to secure for the city supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the function and to assure the quality of purchases; and

WHEREAS, Arvin Municipal Code (“AMC”) section 3.08.70 (Bidding procedures generally) provides that the purchase of supplies, equipment, materials, and public works projects shall be by bid procedures pursuant to AMC sections 3.08.080 and 3.08.090, unless one of the listed exceptions apply; and

WHEREAS, the City Council found that in situations where the commodity can be obtained by only one vendor as an exception to bidding procedure requirements for the purchase of supplies, equipment, materials, or public works projects would substantially benefit the City, and thus the City Council amended the AMC with Ordinance number 440; and

WHEREAS, Clean Fuel Connections has provided prior service to the City of Arvin in respects to the installation of electrical charging stations; and

WHEREAS, the City of Arvin is in the process of purchasing three electric busses and those busses require electric charging; and

WHEREAS, the infrastructure to support the three electric busses does not exist at present, which results in the need for installation of infrastructure to operate those busses; and

WHEREAS, the City of Arvin desires to contract with Clean Fuel Connections, Inc. in an amount not to exceed \$250,000 in order to install infrastructure needed to service the electric energy; and requirements of three busses; and

WHEREAS, the necessary funding of the contract with Clean Fuel Connections will be reimbursed by several grants to which the City has applied for and subsequently approved, resulting in no general fund expense to the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of Arvin as follows:
Authorizes the City Manager and/or the Mayor to execute a professional services agreement with Clean Fuel Connection, Inc. for charging station electrical infrastructure which is attached to this Resolution, in substantially the form attached, subject to review and approval as to legal form by the City Attorney.

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 13th day of August, 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.



INFRASTRUCTURE AND INSTALLATION CONTRACT

THIS INFRASTRUCTURE AND INSTALLATION CONTRACT ("Agreement") dated as of July 1, 2019 date is entered into by and between **Clean Fuel Connection, Inc. (CFCI)** located at **11800 Clark Street, Arcadia, CA 91006** and **City of Arvin** located at **200 Campus Drive, Arvin, CA 93203 (OWNER)** with respect to charging stations for the electric buses being purchased by the City of Arvin.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CFCI and Owner** agree as follows:

1. **The Project.** CFCI agrees to install, provide and construct the Project in accordance with all federal, state and local laws, ordinances, codes and regulations and orders of public authorities. OWNER acknowledges that CFCI may utilize one or more Subcontractor to complete the Project. CFCI and its Subcontractor(s) will provide all construction, labor, materials, bequiment, tools, vehicles, transportation, utilities and other items and services required for the proper execution and completion of the Project (Work). CFCI and its Subcontractor(s) shall construct and complete the Project and the Work in a good, workmanlike and substantial manner and in accordance with industry standards. CFCI shall supervise and direct the Work using CFCI's best skill and attention, and CFCI shall be responsible for and have control over construction means, methods, techniques, sequences and procedures involved in the Work, and for coordinating all portions of the Work. CFCI shall enforce discipline and good order among its employees, Subcontractor(s) and agents, including appropriate dress and courteous behavior towards OWNER, lessees, operators and the general public on or about the Project site(s). OWNER and CFCI and its Subcontractor(s) shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent injury or loss to, persons who may be at or about the Project site(s), and the materials and equipment to be incorporated therein. Where required by OWNER, CFCI will pay prevailing wages as determined by the State of California and provide any required wage reports such as certified payroll.

2. **Commencement and Completion Dates.** The date when Work will be mutually agreed upon date by CFCI and OWNER. It is estimated that Work will be performed between approximately April 1, 2019 and December 31, 2010

3. **Scope of Work and Cost.** The proposed Scope of Work indicated is the installation of three DC fast charging stations at OWNER Hall. The equipment will be provided by Proterra and purchased separately by the OWNER. See Appendix A for Scope of Work

a. **Total Cost.** The total cost for the work is not to exceed **Two Hundred Fifty Thousand Dollars (\$250,000)**.

b. **Extra Work.** If additional work is required, there may be a cost to the OWNER. CFCI shall provide OWNER with prompt

written notice if it contends that any services, labor or materials required by OWNER to be furnished by CFCI should be paid for as extra work. Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

c. **Concealed Conditions.** This Agreement is based solely on the information provided by Owner and CFCI's observations at the site walk. If concealed conditions are discovered once the Work has commenced, which were not visible at the time of CFCI's bid, CFCI and/or its Subcontractor(s) will stop Work and notify OWNER of such concealed conditions to OWNER so that OWNER and CFCI can execute an appropriate Change Order.

4. **Payment** Upon completion of the work, Owner will sign off that the work has been done to their satisfaction.

a. First payment of 30% of total cost is due upon contract execution. Second payment of 60% is due after substantial completion of installation work. Final payment of 10% is due after completion of work. Schedule of payments is listed in Appendix B. Payment terms are net 15 days. See Appendix B for payment terms.

b. Payments can be made by credit card, ACH or check. Checks should be mailed to Clean Fuel Connection, Inc, 11800 Clark Street, CA 91106. Please call 626 445-1445 ext. 102 for credit card or ACH payment information.

5. **Permits.** CFCI and/or its Subcontractor(s) shall secure all necessary permits. OWNER shall cooperate in connection with obtaining any governmental approvals and permits necessary for the installation of the Project, including the prompt execution of such documents as may be deemed necessary by governmental authorities.

6. **Matching Existing Finishes.** Where the Work involves the matching of existing finishes or materials, CFCI and its

Attachment: Contract with City of Arvin for electric bus charging (Clean Fuel Connection Charging Station Infrastructure)

Subcontractor(s) shall use best efforts to provide such a match. However, OWNER acknowledges that an exact match is not guaranteed by CFCI or its Subcontractor(s) due to such factors as discoloration due to aging, difference in dye lots, and the difficulty of exactly matching certain finishes, materials, colors and planes.

7. Indemnification. CFCI agrees to indemnify, defend and hold harmless OWNER from any and all liabilities, obligations, claims, losses, lawsuits, damages, injuries, costs and expenses (including attorneys' fees and costs), arising from CFCI's negligence or willful misconduct arising out of or in connection with the Project, the Work and the performance or non-performance by CFCI of any of its obligations hereunder.

OWNER agrees to indemnify, defend and hold harmless CFCI from any and all liabilities, obligations, claims, losses, lawsuits, damages, injuries, costs and expenses (including attorneys' fees and costs), arising from OWNER's negligence or willful misconduct arising out of or in connection with the Project, the Work and the performance or non-performance by OWNER of any of its obligations hereunder.

8. Work Stoppage, Termination of Agreement for Default. CFCI shall have the right to stop all Work on the Project if OWNER repeatedly fails or refuses to furnish CFCI or its Subcontractor(s) with access to the Site or information necessary for the advancement of the Work. Simultaneous with any work stoppage, CFCI shall give OWNER written notice of the nature of OWNER's default and shall give OWNER a fourteen (14) day period in which to cure the default specified.

9. Warranty. (insert Equipment manufacturer) provides a 1-year limited warranty for its equipment. CFCI provides a one year Warranty on labor and workmanship. Additional equipment and installation warranties are available at an additional cost. No warranty is provided by CFCI on any materials furnished by OWNER for installation. No warranty is provided on any existing materials that are moved and/or reinstalled by CFCI or its Subcontractor(s) at the Site (including any warranty that existing/used materials will not be damaged during the removal and reinstallation process).

10. Insurance.

a. General Liability CFCI carries commercial general liability insurance written by American Safety Indemnity Company. You may call American Safety Indemnity Company at 800-388-3647 to check the contractor's insurance coverage.

b. Worker's Compensation Insurance. CFCI carries worker's compensation insurance for all employees.

c. Automobile Insurance. If contractor will use an automobile in any phase of work performed, evidence of sufficient coverage (minimum \$1,000,000 per person or \$2,000,000 per incident) shall be provided to the OWNER. Should contractor not use a vehicle in performance of the project, such evidence must be provided to the OWNER.

d. Notice of Cancellation. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the OWNER. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance. No work or services under this Agreement shall commence until the Contractor has provided the OWNER with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the OWNER.

e. Subcontractor Insurance Requirements. Any subcontractor used by CFCI in respects to this Project shall maintain the same insurance as required by CFCI in this contract.

f. Clams Made Basis. Any claims made against insurance shall be on a claims made basis

g. Primary Insurance. All of the above policies of insurance shall be primary insurance and shall name the OWNER, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the OWNER, its officers, employees and agents and their respective representatives.

10. Contractors' State License Board (CSLB). Information about the Contractors' State License Board (CSLB): CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disc losable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Internet Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)



Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

11. No employee status. CFCI and any subcontractors are independent contractors and not employees of OWNER. Independent contractors are not entitled to OWNER's benefits, including coverage under its worker's compensation policy.

12. Venue. OWNER and CFCI agree that the venue for resolving any disputes under this contract is Kern County, California.

13. Miscellaneous. This Agreement (a) shall be construed and enforced in accordance with California law, (b) contains the final agreement between the parties relating to the subject matter hereof and (c) may only be amended, extended or

modified in a writing executed by CFCI and OWNER. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any such waiver operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof of any other right, power or privilege hereunder. If any party commences an action against the other party arising out of or in connection with this Agreement, whether or not pursued to judgment, the prevailing party in such action shall be entitled to have and recover from the other party actual attorneys' fees and costs. The headings used in this Agreement are for purposes of reference only and shall not be used for limiting or interpreting the meaning of any part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year herein above written.

CLEAN FUEL CONNECTION, INC.
State Contractor's License #: 770564

CITY OF ARVIN

By: _____

By: _____

Title: President

Title: _____

Printed Name: Enid Joffe _____

Printed Name: _____

Address: 11800 Clark Street

Address: _____

OWNER, State, Zip: Arcadia, CA 91006

ARVIN, CA, 93023

Attachment: Contract with City of Arvin for electric bus charging (Clean Fuel Connection Charging Station Infrastructure)

APPENDIX A Scope of Work

Task 1. Review charger options and select chargers for the project:

1. Coordinate with Proterra to determine the size of the battery packs in the buses and the number of hours required to fully recharge using the chargers being provided as part of the OWNER's purchase of 3 electric buses. The OWNER needs that information to determine how quickly the buses need to charge to meet their daily duty cycle. **Completed**
2. Coordinate with Phoenix Cars, LLC to determine the charging needs for the shuttle van being purchased by the OWNER

Task 2. Calculate the electrical requirements for charging infrastructure and apply to PG&E for service upgrade

1. Using the information gathered in Task 1 calculate the total required electrical load for the bus chargers
2. File application with PG&E for upgrade necessary for new chargers
3. Review PG&E Preliminary Drawing and Contract and make recommendation to the OWNER
(Note: Steps 1-3 have been completed and the PG&E contract is pending with the OWNER of Arvin. We need to know if the PG&E fees are being deducted from the grant funding.)

Task 3 Engineering and Permitting

1. Prepared construction drawings for permit, incorporating the PG&E design
2. Submit plans for plan check
3. Obtain permit

Task 4 Construction

1. Obtain competitive subcontractor quotes for construction
2. Schedule construction
3. Perform construction including coordination with PG&E on inspections
4. Coordinate delivery of charging equipment with Proterra
5. Install charging equipment
6. Final OWNER approval
7. Final PG&E Approval

Task 5 Completion and Commissioning

1. PG&E sets meter, turns on power
2. CFCI commissions chargers and trains OWNER of Arvin personnel

What CFCI needs from the OWNER:

1. Construction requirements of the FTA Contract, such as Davis Bacon requirements, reporting, billing procedures etc.
2. Single point of contact for all questions and issues

Appendix B
Payment Schedule

| | | | |
|------------|---------------------------------|-------------------------------------|--|
| | 30% Due Upon Contract Execution | 60% Due Upon Substantial Completion | 10% Due Upon Commissioning and Customer Acceptance |
| Total Cost | \$ 75,000.00 | \$150,000.00 | \$25,000.00 |

APPENDIX C COMMERCIAL INSTALLATION WARRANTY

Clean Fuel Connection, Inc. warrants all materials and workmanship supplied by Clean Fuel Connection, Inc. and used in the installation of the electrical circuit for the Charging Station (Work) (but excluding the electric vehicle battery charger) to be free of defect for normal use for a period of one year following completion of the Work. If such materials and/or workmanship are discovered to be defective during this warranty period, Clean Fuel Connection, Inc. shall, at its option, replace or repair such defective materials and/or workmanship at no charge to Owner.

Repair or replacement of the following items are specifically excluded from Clean Fuel Connection, Inc.'s warranty and Clean Fuel Connection, Inc. will not pay for service calls due to: defects or malfunctions resulting from lack of or improper maintenance by Owner; external electrical events; accident, fire, flood, acts of God or other disasters; misuse, abuse or modifications not approved of in writing by Clean Fuel Connection, Inc.; ordinary wear and tear; replacement of fuses; unauthorized repairs; deviations such as the minor cracking of concrete, stucco and plaster; minor stress fractures in drywall; shrinking/cracking of grouts and/or caulking; and, fading of paints and finishes. Any service repair outside the scope of this limited warranty shall be at Clean Fuel Connection, Inc.'s applicable rates then in effect.

TO OBTAIN WARRANTY SERVICE:

Call Clean Fuel Connection, Inc. at 888 890-GOEV OR 626 445-1445. You will receive information as to how service for the product will be provided.

Enid Joffe
President
Clean Fuel Connection, Inc.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN ACCEPTING THE COUNCIL STIPEND FROM MAYOR PRO TEM JAZMIN ROBLES AND COUNCILMEMBER OLIVIA TRUJILLO AS A DONATION TO ASSIST WITH THE CITY OF ARVIN'S VETERAN'S APPRECIATION DINNER 2019.

WHEREAS, in past years the City of Arvin has held a Veteran's Appreciation Dinner in honor and remembrance of our Veterans; and

WHEREAS, due to the fiscal circumstances being experienced by the City, Mayor Pro Tem Jazmin Robles and Councilmember Olivia Trujillo have expressed a desire to donate their stipend from the City of Arvin for services rendered as a member of the City Council for the Veteran's Appreciation Dinner 2019; and

WHEREAS, per limitations under State law regarding the ability of elected officials to modify payments within the current term of office, official action by the Council is necessary to allow such modifications; and

WHEREAS, while individual Councilmembers may voluntarily choose to decline to receive or donate any stipends or other payments received from the City of Arvin, in whole or in part, such must be accepted with formal consent of the City Council;

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

1. The City Manager, or designee, is directed to take all necessary action to allow Mayor Pro Tem Jazmin Robles to donate all or a part of her stipend earned as a Council Member during 2019 not to exceed \$1,000, and to allow Councilmember Olivia Trujillo to donate all or a part of her stipend earned as a Council Member during 2019 not to exceed \$400, and is directed to designate said funds for the Veteran's Appreciation Dinner 2019.
2. Said donations shall cease not later than December 31, 2019.

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 13th day of August, 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: August 13, 2019

TO: City Council

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR THE ACCEPTANCE OF IMPROVEMENTS BY LEORA LLC FOR TRACT 5816 PHASE 10B, A RELEASE OF 90% OF SECURITY, AND RETENTION OF 10% OF SECURITY FOR MAINTENANCE FOR A PERIOD OF ONE YEAR

BACKGROUND:

A Subdivision Agreement (“Agreement”) between the City of Arvin and LeOra, LLC (“LeOra”) for Tract 5816 Phase 10B was approved by the City Council on February 26, 2019, and a final map was duly approved at the City Council meeting of March 12, 2019. At the time of that approval, most of the improvements in the eventual public right-of-way had been constructed. As required by the Agreement, LeOra provided security in the form of a Letter of Credit (LOC) as required by the Agreement for the portion of the public improvements not yet constructed at that time. The LOC (number 2019-49) dated February 21, 2019 was in the amount of \$823,147.80. Improvements completed by LeOra, LLC include sidewalks, curbs, gutters, drive approaches, masonry wall, and utility connections to the 54 lots. With all such improvements being completed, LeOra is now eligible for a 90% reduction in their security per section 8 of the Agreement to act as a maintenance guarantee for the improvements for a period of one year from the approval of the 90% reduction.

The City Engineer has reviewed the site, and concurs that the improvements are substantially complete. Therefore, per section 8 of the Agreement, it is appropriate for the City Council to formally accept the work described as complete, to accept the improvements, and to resolve to release 90% of the funds established by the letter of credit. The City Engineer also received the attached letter from the developer requesting this action. In this case, \$175,845.50 (10%) will be retained for a period of one year following the proposed resolution. During that year, the developer shall be responsible for any maintenance and repairs of these improvements should they be necessary, and as required in writing by the City Engineer. At such time as one year has passed, the developer must request, in writing for the release of the maintenance bond withheld

at this time. LeOra has thus provided a substitute LOC in the amount of \$175,845.50.

FINANCIAL IMPACT:

No significant cost impacts to the city.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR THE ACCEPTANCE OF IMPROVEMENTS BY LEORA LLC FOR TRACT 5816 PHASE 10B, A RELEASE OF 90% OF SECURITY, AND RETENTION OF 10% OF SECURITY FOR MAINTENANCE FOR A PERIOD OF ONE YEAR

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

WHEREAS, LeOra, LLC (“Leora”) acquired Phase 10B of Tract 5816 from Sycamore; and

WHEREAS, all previously agreed to covenants were transferred with the sale of Phase 10B of Tract 5816; and

WHEREAS, consistent with the Development Agreement, LeOra entered into a Subdivision Improvement Agreement for Tract 5816, Phase 10B, with the City of Arvin on February 26, 2019; and

WHEREAS, the City Council of the City of Arvin approved the final map for Phase 10B on March 12, 2019, and the final map was duly recorded with the Kern County Recorder’s Office thereafter; and

WHEREAS, at the time of that approval, most of the improvements in the eventual public right-of-way had been constructed; and

WHEREAS, as required by the Agreement, LeOra provided security in the form of a Letter of Credit (LOC) as required by the Agreement for the portion of the public improvements not yet constructed at that time. The LOC (number 2019-49) dated February 21, 2019 was in the amount of \$823,147.80; and

WHEREAS, improvements completed by LeOra include sidewalks, curbs, gutters, drive approaches, masonry wall, and utility connections to the 54 lots; and

WHEREAS, with all such improvements being completed, LeOra is now eligible for a 90% reduction in their security per section 8 of the Agreement to act as a maintenance guarantee for the improvements for a period of one year from the approval of the 90% reduction.; and

WHEREAS, The City Engineer has reviewed the site, and concurs that the improvements are substantially complete; and

WHEREAS, per section 8 of the Agreement, it is appropriate for the City Council to formally accept the work described as complete, to accept the improvements, and to resolve to release 90% of the funds established by the letter of credit; and

WHEREAS, the developer has requested, in writing, to have such a reduction approved; and

WHEREAS, the developer has provided a substitute LOC in the amount of \$175,845.50 to act as security for maintenance purposes for one year following the approval of this resolution; and

WHEREAS, during that year, the developer shall be responsible for any maintenance and repairs of these improvements should they be necessary, and as required in writing by the City Engineer; and

WHEREAS, at such time as one year has passed, the developer must request, in writing for the release of the maintenance security withheld at this time.

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

1. The recitals above are true and correct and incorporated by this reference.
2. Accepts the public right-of-way improvements constructed by LeOra LLC within the boundaries of 5816 Phase 10B.
3. Releases 90% of the security previously posted in the form of an irrevocable letter of credit.
4. Retains 10% (\$175,845.50) of said security for a period of one year following the approval of this resolution for maintenance.
5. This Resolution shall take effect immediately.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a Regular Meeting thereof held on the 13th day of August, 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.

LeOra, LLC

6501 Fruitvale Avenue, Bakersfield, CA 93308

Michael Hair mh@yourvalleybuilder.com



April 22, 2019

Mr. Adam Ojeda,
City Engineer, City of Arvin
200 Campus Drive
P.O. Box 548
Arvin, CA 93203

Re: Tract 5816-10B Partial Release of Letter of Credit

Dear Mr. Adam Ojeda,

This letter is to request to release a portion of the money held under the Letter of Credit issued by Valley Republic Bank for the amount of \$823,147.80. Attached Engineer's Estimate showing the reduced amount to 10%, which reflects all improvements constructed or installed in the subject Tract. While the Subdivision Agreement showed a 20% contingency/inflation amount, I also request that this be removed or reduced due to materials already installed and paid for.

Thank You for your assistance in this matter.

Sincerely,

Michael F. Hair

LeOra, LLC

cc: Janet Hepp - Valley Republic Bank



**ENGINEER'S ESTIMATE
TRACT NO 5816 - PHASE 10B**

No. of Lots 54
Acreage: 13.81 Gross

Date: 4/24/2019
By: John H. Hulson
RCE 38265

| Item # | Item Description | Qty | Unit | Unit \$ | Item \$ | % COMPLETE | REMAINDER |
|---------------------------------|--------------------------------------|--------|------|-----------------|--------------------|------------|---------------------|
| Grading | | | | | | | |
| 1. | Earthwork | 25,000 | cy | 12.00 | 300,000 | 90% | \$30,000.00 |
| | | | | Subtotal | \$300,000 | | \$30,000.00 |
| Sewer Improvements | | | | | | | |
| 2. | 4" Sewer Line (Laterals) | 1,659 | lf | 30.00 | 49,770 | 90% | \$4,977.00 |
| 3. | 8" Sewer Line | 1,839 | lf | 55.00 | 101,145 | 90% | \$10,114.50 |
| 4. | Standard Manhole | 7 | ea | 4,000.00 | 28,000 | 90% | \$2,800.00 |
| | | | | Subtotal | \$178,915 | | \$17,891.50 |
| Storm Drain Improvements | | | | | | | |
| 5. | 18" RCP | 120 | lf | 120.00 | 14,400 | 90% | \$1,440.00 |
| 6. | Standard Manhole | 1 | lf | 4,000.00 | 4,000 | 90% | \$400.00 |
| 7. | Outlet Structure | 1 | ea | 4,000.00 | 4,000 | 90% | \$400.00 |
| 8. | Sump Fencing | 564 | lf | 95.00 | 53,580 | 90% | \$5,358.00 |
| 9. | Type "A" Catch Basin | 1 | ea | 5,000.00 | 5,000 | 90% | \$500.00 |
| | | | | Subtotal | \$80,980 | | \$8,098.00 |
| Water Improvements | | | | | | | |
| 10. | 8" Waterline | 1,950 | lf | 35.00 | 68,250 | 90% | \$6,825.00 |
| 11. | 8" Gate Valve | 12 | ea | 1,050.00 | 12,600 | 90% | \$1,260.00 |
| 12. | Hydrant Assembly | 8 | ea | 4,000.00 | 32,000 | 90% | \$3,200.00 |
| 13. | Tie-in | 3 | ea | 1,100.00 | 3,300 | 90% | \$330.00 |
| 14. | Water Services | 54 | ea | 900.00 | 48,600 | 90% | \$4,860.00 |
| | | | | Subtotal | \$164,750 | | \$16,475.00 |
| Street Improvements | | | | | | | |
| 15. | AC Paving | 2,624 | TONS | 75.00 | 196,800 | 90% | \$19,680.00 |
| 16. | AG Base | 2,421 | CY | 70.00 | 169,470 | 90% | \$16,947.00 |
| 17. | 6" Curb & Gutter | 7,170 | lf | 25.00 | 179,250 | 90% | \$17,925.00 |
| 18. | 4" Thick Sidewalk | 24,580 | sf | 6.00 | 147,480 | 90% | \$14,748.00 |
| 19. | 6" Thick Drive Approach | 9,440 | sf | 9.00 | 84,960 | 90% | \$8,496.00 |
| 20. | Handicap Ramps | 11 | ea | 2,500.00 | 27,500 | 90% | \$2,750.00 |
| 21. | Street Lights - Mast Arm 5,800 Lumen | 10 | ea | 6,000.00 | 60,000 | 90% | \$6,000.00 |
| 22. | Street Lights - Mast Arm 9,500 Lumen | 3 | ea | 6,000.00 | 18,000 | 90% | \$1,800.00 |
| 23. | Street Name Signs | 10 | ea | 300.00 | 3,000 | 90% | \$300.00 |
| 24. | Traffic Control Signs | 3 | ea | 300.00 | 900 | 90% | \$90.00 |
| 25. | CMU Walls | 910 | lf | 130.00 | 118,300 | 90% | \$11,830.00 |
| 26. | Right of Way Landscaping | 4,730 | sf | 5.00 | 23,650 | 90% | \$2,365.00 |
| 27. | Monument Encasements | 6 | ea | 750.00 | 4,500 | 90% | \$450.00 |
| | | | | Subtotal | \$1,033,810 | | \$103,381.00 |
| | | | | Total | \$1,758,455 | | \$175,845.50 |



| | |
|----------------|----------------|
| Total Estimate | \$1,758,455.00 |
| Work Completed | \$1,582,609.50 |
| Work Remaining | \$175,845.50 |

Attachment: 190422-Letter requesting reduction in LOC (Accept public improvements for tract 5816 ph 10B and reduction of security)

8. REDUCTION AND RELEASE OF SECURITY:

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

VALLEY REPUBLIC BANK

IRREVOCABLE LETTER OF CREDIT

City of Arvin

Attention: City Manager

RE: IRREVOCABLE LETTER 2019-49
Expires on: August 15, 2020

Gentlemen:

This letter of credit is given to fulfill the requirements of that certain Subdivision Improvement Agreement entered into between the City of Arvin, a political subdivision of the County of Kern, hereinafter referred to as "Arvin", and LeOra, LLC regarding property known as Tract 5816 Phase 10-B, which property has been purchased by LeOra, LLC hereinafter referred to as "Principal", covering certain improvements to be installed in that certain subdivision known and designated as Tract 5816 Phase 10-B by Principal in accordance with said agreement.

As required by said above mentioned agreement, and for that purpose only, we hereby establish in favor of Arvin and for account of Principal our Irrevocable Letter of Credit No.2019-49, in the amount of One Hundred Seventy Five Thousand Eight Hundred Forty Five Dollars 50/100 (\$175,845.50) to be paid by drafts at sight on us if accompanied by the following document:

City's written statement (signed by the City Manager) certifying that there has been loss, damage, or liability resulting from Principal's performance or non-performance of his duties and obligation under the agreement, or from the negligence, act or omission of himself, his agents, servants and employees (such statement to be substantiated by an attached detailed report) in the amount of the accompanying sight draft on us and that the amount of this draft is; therefore, now due and payable.

It is a condition of this letter of credit that from time to time the amount thereof may be reduced with the agreement of Arvin as the required work progresses and is performed in accordance with the Improvement Standards of the City of Arvin. All drafts under this letter of credit shall be marked: *(Valley Republic Bank, 5000 California Avenue #110 and Irrevocable Letter of Credit No.2019-49)*

We expressly agree with you that all drafts drawn under and in compliance with the terms of this letter of credit shall meet with due honor upon presentation:

Irrevocable Letter of Credit No. 2019-49 dated February 21, 2019 is hereby terminated and replaced by this Irrevocable Letter of Credit No. 2019-49 dated August 5, 2019.

August 5, 2019

Valley Republic Bank

By: 
 John C. Smith, Executive Vice President

It is a condition of this Letter of Credit that it shall be automatically extended without amendment for additional periods of one year each from the current or any future expiration date, unless 30 or more days prior to any such expiration, we notify you by registered mail to the address stated in this letter that we elect not to consider the Letter of Credit extended for such additional period. It is a further condition hereof that you may, during the last 30 days of the then current validity period draw hereunder by means of your sight draft on us for an amount up to the available balance accompanied by your signed statement certifying (1) that you received from and (2) that you will refund to Valley Republic Bank for account of LeOra, LLC, any amount drawn under the Letter of Credit, which is not used in satisfaction of payment of losses, attorney's fees or other expenses.



CITY OF ARVIN Staff Report

Meeting Date: August 13, 2019

TO: City Council

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

SUBJECT: Approval of Job Description Update for the Building Inspector/Code Enforcement Officer Position.

BACKGROUND

The job description being presented is an update to an existing position. The City is seeking to increase its potential applicant pool by updating the minimum requirements for the Building Official/Code Enforcement Officer position. The former job description lists a bachelor's degree as a minimum requirement for the position. The updated requirements better align the position with other agencies in the area.

RECOMMENDATION

1. The City Council adopts the new job description for Building Official/Code Enforcement Officer position.

FISCAL IMPACT

There is no fiscal impact caused by update of the job description.



City of Arvin
**BUILDING OFFICIAL/
 CODE ENFORCEMENT OFFICER**

DEPARTMENT: BUILDING DEPARTMENT
FLSA STATUS: EXEMPT
UNIT: UNREPRESENTED

JOB SUMMARY

Under general direction, plans, organizes, coordinates, conducts and supervises the activities of the Building Division in inspecting buildings, examining plans and specifications, scheduling, and overseeing inspections, and assessing and resolving complex permit, code and procedural questions and problems. Inspects structures and building systems at various stages of construction, assists in the review of building plans and specifications in conformance with conventional construction standards.

DISTINGUISHING CHARACTERISTICS

This Building Official/Code Enforcement Officer is a single position classification. Under general direction, plans, organizes, coordinates, conducts and supervises the activities of the Building Division in inspecting buildings, examining plans and specifications, scheduling and overseeing inspections, and assessing and resolving complex permit, code and procedural questions and problems. Inspects structures and building systems at various stages of construction, assists in the review of building plans and specifications in conformance with conventional construction standards. The incumbent is responsible for assisting in the oversight of the City's Building and Code Enforcement functions including policy development, program planning, fiscal management, administration, and operations.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Community Development Director. Exercises direct supervision over assigned department staff.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

- Recommends and implements the Building and Code Enforcement program goals and objectives; establishes performance standards and methods for the development and implementation of the Building and Code Enforcement program and related activities; develops and implements policies and procedures.
- Evaluates operations and activities of the City's Building and Code Enforcement program; implements improvements and modifications; prepares various reports on operations and activities.
- Makes field inspections of industrial, commercial, and residential buildings during all stages of construction and remodeling for compliance with codes.
- Identify building code infractions.

- Reviews and checks building plans for compliance.
- Enforces laws and ordinances and oversees the public counter and all building permit issuance activities in compliance with building and zoning regulations.
- Ascertains conformance with California building codes and pertinent provisions of State, County, and local health ordinances.
- Confers with architects, contractors, builders, and the general public, in the field and office.
- Explains and interprets requirements and restrictions.
- Keeps orderly records and prepares comprehensible reports.
- Coordinates plan reviews with other City departments and divisions, and outside agencies.
- Trains city employees how to identify code violations.
- Identifies code violations such as dangerous buildings, health and zoning violations, illegal signage, abandoned vehicles, weed abatement, and general clean-up of properties.
- Recommends and implements the Building and Code Enforcement program goals and objectives; develops and implements policies and procedures.
- Evaluates operations and activities of the City's Building and Code Enforcement program; recommends, implements improvements and modifications; prepares various reports on operations and activities.
- Responds to requests and inquiries from the general public.
- Regular and timely attendance.
- Performs other duties as required.

MINIMUM QUALIFICATIONS

Sufficient experience and education to demonstrate the knowledge and skills listed and to perform the essential duties is required. A typical way of meeting the required qualifications is:

Licenses and Certificates:

- Valid California driver's license and satisfactory driving record.
- ICC (International Code Council) or CABO (Council of American Building Officials) certification as a Certified Building Official or Building Code Official.
- CCEC Code Enforcement Officer certification preferred or 2 years of responsible code

Experience:

Three (3) years of experience as a Building Inspector (preferably for a governmental agency).

Licenses and Certificates:

- Valid California driver's license and satisfactory driving record.
- ICC (International Code Council) or CABO (Council of American Building Officials) certification as a Certified Building Official or Building Code Official.
- CCEC Code Enforcement Officer certification preferred or 2 years of responsible code enforcement experience.

Other Requirements:

- Bilingual English/Spanish preferred.

Knowledge of:

- Principles of Uniform Building, Plumbing, Mechanical, and Electrical Codes, and pertinent Federal, State, and City codes and ordinances.
- Advanced principles and techniques of building inspection work.
- Principles and procedures related to the abatement of dangerous buildings and other code violations.
- Pertinent local, State, and Federal laws, ordinances, and rules related to building inspections and code enforcement.
- Principles of structural design and engineering calculations.
- Building tools and materials, accepted safety standards and methods of building construction.
- Principles and practices of organization and public administration.
- Principles of basic supervision and training.
- Office procedures, methods, and equipment including computers, all Microsoft Office applications, and other relevant software applications.
- Principles and practices of record keeping and records management.
- English usage, spelling, grammar, and punctuation.
- Techniques for providing a high level of customer service to the public and City staff, in person and over the telephone.

Ability to:

- Interpret and apply pertinent federal, state and local laws, and regulations as well as City policies and procedures.
- Assist with budget preparation and administration.
- Perform mathematical calculations including addition, subtraction, multiplication, division, decimal equivalents, fractions, calculating percentages, and simple algebraic equations, such as calculating ratios.
- Identify building code infractions during construction.
- Obtain job-related certifications as required.
- Work with and maintain confidentiality of information.
- Operate and use modern office equipment including computers and applicable software and databases.
- Respond effectively to difficult and sensitive public inquiries.
- Work after hours, evenings, and weekends.
- Provide high quality customer service.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed partly in the office in an air-conditioned office environment with natural and fluorescent lighting and moderate noise level and partly in the field in all weather conditions, and are occasionally exposed to loud noise levels, road hazards, mechanical and/or electrical hazards, and hazardous substances and fumes. Employees may interact with upset members of the public and private representatives and contractors in interpreting and enforcing departmental policies and procedures. May be required to work a varied schedule which could include off-hours, weekends, and on-call. Must possess mobility to work in the field and in a standard office setting and use standard office equipment, including a computer, to operate a motor vehicle, drive on surface streets, and make inspections; strength, stamina, and mobility to perform light physical work; vision to read printed materials and a computer screen, and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking on uneven terrain and landscapes when performing inspections. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop/crouch/squat/kneel/squat to access cramped quarters such as in attics or in crawl spaces beneath buildings. Must have ability to reach, twist, and climb to perform work and inspect work sites including climbing ladders or scaffolding to access roofs. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds.

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN UPDATING THE MUNICIPAL CODE TO ALLOW FOR THE APPOINTMENT OF ALTERNATES FOR THE PLANNING COMMISSION BY AMENDING SECTIONS 2.24.010 AND 2.24.020 OF CHAPTER 24 OF TITLE 2 OF THE ARVIN MUNICIPAL CODE

WHEREAS, the Planning Commission of the City of Arvin plays a key role in the physical and economic development of the City of Arvin; and

WHEREAS, there have been difficulties obtaining a quorum of the Planning Commission due to absences from various causes, which means that the Planning Commission is legally unable to conduct business at such meetings; and

WHEREAS, the lack of a quorum has resulted in the delay of several matters; and

WHEREAS, given the important role of the Planning Commission, the City Council desires to amend the Municipal Code to provide for a process to appoint Commissioners to the Planning Commission to serve as alternates when regular Commissions are not available to attend scheduled meetings of the Planning Commission.

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

SECTION 1. Section 2.24.010 of Chapter 24 of Title 2 of the Arvin Municipal Code is amended to read in its entirety as follows:

2.24.010 - Composition.

The planning commission shall consist of five ~~(5)~~ members and two alternates who shall be qualified electors of the city.

SECTION 1. Section 2.24.020 of Chapter 24 of Title 2 of the Arvin Municipal Code is amended to read in its entirety as follows:

2.24.020 - Appointments—Terms—Vacancies.

A. Appointments. Each member of the city council shall nominate one ~~(1)~~ person for appointment to the planning commission. Except as otherwise provided in this chapter, a planning commissioner shall be appointed and shall serve a term which parallels the term of the city council member who made the appointment. When the term of the city council member who made the commissioner appointment expires, so, too, does the term of the planning commissioner. However, the planning commissioner shall continue to serve until appointment and qualification of his or her successor. If vacancies shall occur, otherwise than by expiration of term, they shall be filled by appointment for the unexpired portion of the term by the nomination of the respective member of the city council. ~~Planning commissioners and alternates shall serve at~~

~~the pleasure of the city council and may be removed at any time by the affirmative vote of a simple majority of Council members present four (4) members of the city council.~~

~~B. Appointment of Alternates. Additionally, up to two additional members shall be appointed as alternates to serve on the planning commission in the absence of a regular member at a meeting of the planning commission. If an alternate position has not been filled, the mayor may nominate a person for appointment to serve as an alternate to the planning commission. If no nomination has been made by the mayor within 100 days, or within 30 days from denial of a nomination by the city council, any member of the city council can make a nomination. The terms of alternate members shall not coincide with the term of the mayor, but instead may be appointed by the city council and shall serve a term as set by in the discretion of city council between one to four years. In addition to removal at the pleasure of the city council, a planning commissioner shall be removed from the commission if that person is absent from regular commission meetings three (3) or more times within a rolling six month period and fails to provide proper prior notice of each of said absences. Within ten (10) days of the secretary confirming a planning commissioner has reached this threshold of absences and that the planning commissioner failed to provide proper prior notice of said absences, the secretary of the planning commission shall send written notice to the planning commissioner of his or her automatic removal from the planning commission effective as of the date of mailing of said notice. The failure of the secretary to meet this ten day deadline for sending this notice shall not preclude the secretary from sending this notice at a later time, nor shall it impact the validity of the automatic removal. Such vacancy shall be filled for the unexpired term by an appointment pursuant to subsection (A) of section 2.24.020 of this Code.~~

~~C. Removal. Planning commissioners and alternates shall serve at the pleasure of the city council, and any commissioner or alternate may be removed at any time in the sole discretion of the city council by an affirmative vote of a simple majority of council members present four (4) members of the city council Regular meetings. For purposes of determining whether a planning commissioner has been absent from a regular meeting, "regular meeting" means that regularly occurring noticed public meeting, the date and time of which is established by resolution of the city council, and includes any regular meeting that is cancelled if (1) it is cancelled because of lack of a quorum; and, (2) the planning commissioner's absence contributed to the lack of a quorum.~~

~~D. Proper prior notice of absence. To provide proper prior notice of an absence from a regular planning commission meeting, the planning commissioner must provide notice to the secretary of the planning commission that he or she will not be attending the particular regular meeting. This notice must be in the form of a writing or email and must be received by the secretary of the planning commission at least fifteen (15) days prior to the regular meeting the planning commissioner intends not to attend.~~

Section 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause,

or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 4. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, section 36933.

Section 5. Effective Date. This Ordinance shall become effective thirty (30) days from the adoption of this Ordinance.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading except by Title, at a Regular meeting thereof held on 13th day of August, 2019 and adopted the Ordinance after second reading at a regular meeting held on the 13th day of August, 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 Ordinance passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.