

**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 27, 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. CLOSED SESSION ITEM(S)

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

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 August 09, 2019 – August 23, 2019.
- B. Approval of Payroll Register(s) of August 23, 2019.
- C. Approval of the Minutes of the Regular Meeting(s) of August 13, 2019.
- D. Approval of A Resolution of the City Council of the City of Arvin Accepting A Sole Source Bid from Granite Construction and Awarding A Contract to Granite Construction for Utility Adjustments for the Comanche Drive Reconstruction Project.
- E. Approval for Arvin Police Department to Apply for and Accept the Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant (JAG Grant).
- F. Approval of A Resolution of the City Council of the City of Arvin Setting Aside the Approval of Conditional Use Permit 2017-Petro-Lud, Including Resolution No. 2018-60.
- G. Approval of A Resolution of the City Council of the City of Arvin Authorizing Submittal of An Application for the State Transit Assistance State of Good Repair (SGR) Fund for the City of Arvin and Authorizing the City Manager, or His Designee to Execute All Related Grant Documents and Authorizing Related Action.

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 September 24, 2019.

Motion _____ Second _____ Vote _____

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

B. A Public Hearing to Consider Adoption 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 adopting the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive second reading of the Ordinance, and approve the adoption of the Ordinance.

Motion _____ Second _____ Vote _____

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

6. SUCCESSOR AGENCY ITEM(S)

A. A Joint Resolution of the Successor Agency to the Arvin Community Redevelopment Agency and City Council of the City of Arvin Approving Transfer of Property for Governmental Purposes to the City of Arvin and Request Kern County Oversight Board Affirm Transfer of Property and Recommend Department of Finance to Approve Said Transfer, APN's 190-142-13, -14, -15, -16, and -17, Consisting of 0.13; 0.07; 0.07; 0.07; and 0.08 Acres, Improved as Parking Lot and Transit Stop and Authorize the Executive Director to Act on Behalf of the Successor Agency Completing the Title Transfer to the City of Arvin. (Director of Administrative Services)

Staff recommends approval of the Joint Resolution.

Motion _____ Second _____ Vote _____

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

7. STAFF REPORTS

8. COUNCIL MEMBER COMMENTS

9. 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 23, 2019.



Cecilia Vela, City Clerk

Edit List of Invoices - Detail

4.A.a

Demand Register 08.14.19

Date: 08/15/2019

Time: 9:45 am

Page 1

City of Arvin

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
49747	ACC BUSINESS P.O. BOX 105306 ATLANTA	07/27/2019 08/13/2019 07/27/2019		BOFA N N	INTERNT ACCESS 6.11.19-7.10.19 A#00001205939 N	958.64 0.00
48-486	GA 30348-5036 <Emailing Stub Disabled>	08/26/2019 07/27/2019	0.00 191923392	N	0	0.00 958.64
Vendor Total:						958.64
49716	AFLAC ATTN: RPS COLUMBUS	08/12/2019 08/13/2019 08/12/2019		BOFA N N	AFLAC SVC - AUGUST 2019 N	305.82 0.00
01-025	GA 31999 <Emailing Stub Disabled>	09/01/2019 08/12/2019	0.00 949705	N	0	0.00 305.82
Vendor Total:						305.82
49767	ALLSTATE P.O. BOX 650514 DALLAS	07/29/2019 08/13/2019 07/29/2019		BOFA N N	POST TAX 7.26.19 N	217.43 0.00
01-452	TX 75265-0514 <Emailing Stub Disabled>	08/13/2019 07/29/2019	0.00 CASE ID#91936 7.26.19	N	0	0.00 217.43
Vendor Total:						217.43
49774	ARVIN COMM SERVICES DIST 309 CAMPUS DR. ARVIN	08/10/2019 08/13/2019 08/10/2019		BOFA N N	SVC 6.20.19 - 7.24.19 N	16,309.21 0.00
01-705	CA 93203 <Emailing Stub Disabled>	08/10/2019 08/10/2019	0.00 SVC 6.20.19 - 7.24.19	N	0	0.00 16,309.21
Vendor Total:						16,309.21
49776	BARRAZA, PEDRO	08/01/2019 08/14/2019 08/01/2019		BOFA N N	EXP-REIMB_OSHA & TC832 TRAIN N	241.01 0.00
48-510	<Emailing Stub Disabled>	08/01/2019	0.00 EXP REIMB-OSHA & TC832	N	0	0.00 241.01
Vendor Total:						241.01
49775	BLACKBURN OIL COMPANY LLC PO BOX 177 ARVIN	07/31/2019 08/13/2019 07/31/2019		BOFA N N	FUEL USAGE REPORT JULY 2019 N	11,011.17 0.00
02-480	CA 93203 <Emailing Stub Disabled>	08/10/2019 07/31/2019	0.00 A#2129 FUEL RPRT JULY 2	N	0	0.00 11,011.17
Vendor Total:						11,011.17
49733	BRANDON'S TRANSMISSION 9834 S. UNION AVE BAKERSFIELD	08/05/2019 08/13/2019 08/05/2019		BOFA N N	MAINTENANCE FLEET#317 N	2,040.66 0.00
50-015	CA 93307 <Emailing Stub Disabled>	08/05/2019 08/05/2019	0.00 5723	N	0	0.00 2,040.66

Attachment: Demand Register Aug 09, 2019 - Aug 23, 2019 (Demand Register(s) of August 09, 2019 - August 23, 2019.)

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4.A.a

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Page 2

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Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
49734 50-015	BRANDON'S TRANSMISSION	07/30/2019		BOFA	MAINTENANCE FLEET#316	
	9834 S. UNION AVE	08/13/2019		N		1,464.74
	BAKERSFIELD	07/30/2019		N	N	0.00
	CA 93307	07/30/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/30/2019	5714			<u>1,464.74</u>
49735 50-015	BRANDON'S TRANSMISSION	07/26/2019		BOFA	MAINTENANCE FLEET#320	
	9834 S. UNION AVE	08/13/2019		N		540.48
	BAKERSFIELD	07/26/2019		N	N	0.00
	CA 93307	07/26/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/26/2019	5710 7/26/19			<u>540.48</u>
Vendor Total:						4,045.88
49768 28-414	BROADLUX, INC	07/01/2019		BOFA	O&M SERVICES JULY 2019	
	POST OFFICE BOX 7303	08/13/2019		N		252.50
	LAGUNA NIGUEL	07/01/2019		N	N	0.00
	CA 92607	07/31/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/01/2019	BR911732-59			<u>252.50</u>
Vendor Total:						252.50
49744 03-757	C & T AUTOMOTIVE, INC	07/25/2019		BOFA	MAINTENANCE FLEET#279	
	12312 MAIN STREET	08/13/2019		N		65.82
	LAMONT	07/25/2019		N	N	0.00
	CA 93241	08/24/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/25/2019	900026784			<u>65.82</u>
Vendor Total:						65.82
49718 11-150	CENTRAL CALIF. ASSOC. PUBLIC	08/09/2019		BOFA	SEIU UNION DUES 8.9.19	
	SEIU LOCAL 521	08/13/2019		N		694.25
	SAN FRANCISCO	08/09/2019		N	N	0.00
	CA 94139-8826	08/09/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/09/2019	SEIU UNION DUES 8.9.19			<u>694.25</u>
Vendor Total:						694.25
49751 27-033	CENTRAL VALLEY OCCUP.	07/25/2019		BOFA	PRE-EMPLYMNT EXAM-7.18.19 PL	
	4100 TRUXTUN AVE. STE.200	08/13/2019		N		267.00
	BAKERSFIELD	07/25/2019		N	N	0.00
	CA 93309	08/24/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/25/2019	00166849-00			<u>267.00</u>
Vendor Total:						267.00
49757 03-480	CLARK PEST CONTROL	07/31/2019		BOFA	PEST CONTROL JAILSIDE 7.31.19	
	ACCOUNTING OFFICE	08/13/2019		N		50.00
	BAKERSFIELD	07/31/2019		N	N	0.00
	CA 93303	08/30/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2019	A#00963793 7.31.19 SVC			<u>50.00</u>
Vendor Total:						50.00

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Page 3

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Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 1	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
49765	COMMUNICATION ENTERPRISES	08/01/2019	BOFA	LTR DISPATCH-TRANSIT AUG-19	135.00
03-580	2315 "Q" ST	08/13/2019	N		0.00
	BAKERSFIELD	08/01/2019	N	N	0.00
	CA 93301	08/30/2019	0.00	N	0
	<Emailing Stub Disabled>	08/01/2019	1099847		135.00
Vendor Total:					135.00
49762	COMPLETE HARDWARE STORE	8/07/31/2019	BOFA	MAINTENANCE FLEE# 319	15.14
48-463	101 BEAR MOUNTAIN BLVD.	08/13/2019	N		0.00
	ARVIN	07/31/2019	N	N	0.00
	CA 93203	08/30/2019	0.00	N	0
	<Emailing Stub Disabled>	07/31/2019	269412		15.14
Vendor Total:					20.25
49763	COMPLETE HARDWARE STORE	8/08/01/2019	BOFA	PART-REPAIR SPRAY PK	5.11
48-463	101 BEAR MOUNTAIN BLVD.	08/13/2019	N		0.00
	ARVIN	08/01/2019	N	N	0.00
	CA 93203	08/30/2019	0.00	N	0
	<Emailing Stub Disabled>	08/01/2019	269480		5.11
Vendor Total:					103.00
49746	CONCENTRA-OCCUPATIONAL HE	07/18/2019	BOFA	EE PHYSICAL-SVC 7.18.19	103.00
21-003	A MEDICAL CORP.	08/13/2019	N		0.00
	RANCHO CUCAMONGA	07/18/2019	N	N	0.00
	CA 91729-3700	08/18/2019	0.00	N	0
	<Emailing Stub Disabled>	07/18/2019	64906282		103.00
Vendor Total:					365.00
49769	DIAMOND TECHNOLOGIES, INC	07/31/2019	BOFA	OFFICE 365- JULY 2019	365.00
28-397	P.O BOX 9007	08/13/2019	N		0.00
	BAKERSFIELD	07/31/2019	N	N	0.00
	CA 93389-9007	07/31/2019	0.00	N	0
	<Emailing Stub Disabled>	07/31/2019	24573		365.00
Vendor Total:					2,100.00
49770	DIAMOND TECHNOLOGIES, INC	07/31/2019	BOFA	AGRMNT-SECURECENTRIC JULY	2,100.00
28-397	P.O BOX 9007	08/13/2019	N		0.00
	BAKERSFIELD	07/31/2019	N	N	0.00
	CA 93389-9007	07/31/2019	0.00	N	0
	<Emailing Stub Disabled>	07/31/2019	24574		2,100.00
Vendor Total:					7,829.52
49756	DOLORES HUERTA FOUNDATION	08/13/2019	BOFA	SRTS PLAN 4.1.19 - 6.30.19	7,829.52
04-455	P.O. BOX 2087	08/13/2019	N		0.00
	BAKERSFIELD	08/13/2019	N	N	0.00
	CA 93303	08/13/2019	0.00	N	0
	<Emailing Stub Disabled>	08/13/2019	SRTS PLAN 4.1.19 - 6.30.19		7,829.52
Vendor Total:					369.68
49759	GENERAL OFFICE	08/01/2019	BOFA	METER READING 7.1.19-7.31.19	369.68
07-250	P.O BOX 2486	08/13/2019	N		0.00
	BAKERSFIELD	08/01/2019	N	N	0.00
	CA 93303	08/21/2019	0.00	N	0
	<Emailing Stub Disabled>	08/01/2019	14712		369.68

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Page 4

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Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
					Vendor Total:	369.68
49748 07-703	GRANICUS DEPT CH-BOX 19634 PALATINE IL 60055-9634 <Emailing Stub Disabled>	07/28/2019 08/13/2019 07/28/2019 08/27/2019 07/28/2019		BOFA N N N	AGENDA-MINUTES 7.28.19-8.27.19 N 0	561.00 0.00 0.00 561.00
					Vendor Total:	561.00
49709 26-950	JAS PACIFIC P.O BOX 2002 UPLAND CA 91786 <Emailing Stub Disabled>	07/01/2019 08/13/2019 07/01/2019 07/01/2019 07/01/2019		BOFA N N N	BUILDING INSP SVC-JUNE 2019 N 0	4,800.00 0.00 0.00 4,800.00
49710 26-950	JAS PACIFIC P.O BOX 2002 UPLAND CA 91786 <Emailing Stub Disabled>	08/05/2019 08/13/2019 08/05/2019 08/05/2019 08/05/2019		BOFA N N N	BULDING INSP SVC-JULY 2019 N 0	4,125.00 0.00 0.00 4,125.00
49711 26-950	JAS PACIFIC P.O BOX 2002 UPLAND CA 91786 <Emailing Stub Disabled>	08/05/2019 08/13/2019 08/05/2019 08/05/2019 08/05/2019		BOFA N N N	PLAN CHECK SVC- JULY 2019 N 0	2,456.25 0.00 0.00 2,456.25
49712 26-950	JAS PACIFIC P.O BOX 2002 UPLAND CA 91786 <Emailing Stub Disabled>	07/01/2019 08/13/2019 07/01/2019 07/01/2019 07/01/2019		BOFA N N N	PLANNER SVC- JUNE 2019 N 0	22,352.58 0.00 0.00 22,352.58
49713 26-950	JAS PACIFIC P.O BOX 2002 UPLAND CA 91786 <Emailing Stub Disabled>	07/01/2019 08/13/2019 07/01/2019 07/01/2019 07/01/2019		BOFA N N N	PLAN CHECKS- JUNE 2019 N 0	2,062.50 0.00 0.00 2,062.50
					Vendor Total:	35,796.33
49737 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD CA 93384 <Emailing Stub Disabled>	07/30/2019 08/13/2019 07/30/2019 08/30/2019 07/30/2019		BOFA N N Y	MAINTENANCE FLEET#207 N 0	601.66 0.00 0.00 601.66
49738 48-540	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD CA 93384 <Emailing Stub Disabled>	07/30/2019 08/13/2019 07/30/2019 08/30/2019 07/30/2019		BOFA N N Y	MAINTENANCE FLEET#209 N 0	141.79 0.00 0.00 141.79

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Page 5

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Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
49739	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD	07/30/2019 08/13/2019 07/30/2019		BOFA N N	BLUE DEF FLUID- BUSES N	114.38 0.00
48-540	CA 93384 <Emailing Stub Disabled>	08/29/2019 07/30/2019	0.00 240560	Y	0	0.00 <u>114.38</u>
49740	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD	07/30/2019 08/13/2019 07/30/2019		BOFA N N	BLUE DEF FLUID- BUSES N	114.38 0.00
48-540	CA 93384 <Emailing Stub Disabled>	08/29/2019 07/30/2019	0.00 240559	Y	0	0.00 <u>114.38</u>
49741	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD	07/31/2019 08/13/2019 07/31/2019		BOFA N N	MAINTENANCE FLEET#211 N	894.82 0.00
48-540	CA 93384 <Emailing Stub Disabled>	08/30/2019 07/31/2019	0.00 240726	Y	0	0.00 <u>894.82</u>
49742	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD	08/08/2019 08/13/2019 08/08/2019		BOFA N N	MAINTENANCE FLEET#203 N	525.00 0.00
48-540	CA 93384 <Emailing Stub Disabled>	08/30/2019 08/08/2019	0.00 240957	Y	0	0.00 <u>525.00</u>
49743	JTS TRUCKING REPAIR PO BOX 40970 BAKESFIELD	07/31/2019 08/13/2019 07/31/2019		BOFA N N	MAINTENANCE FLEET#203 N	272.56 0.00
48-540	CA 93384 <Emailing Stub Disabled>	08/30/2019 07/31/2019	0.00 240651	Y	0	0.00 <u>272.56</u>
Vendor Total:						<u>2,664.59</u>
49752	KERN PRINT SERVICES 1112 14TH ST BAKERSFIELD	07/30/2019 08/13/2019 07/30/2019		BOFA N N	ADVERTISING EXP -PD N	558.59 0.00
11-801	CA 93301 <Emailing Stub Disabled>	08/29/2019 07/30/2019	0.00 43644	N	0	0.00 <u>558.59</u>
Vendor Total:						<u>558.59</u>
49736	KERN RIVER POWER EQUIPMEN 108 N. CHESTER AVE. BAKERSFIELD	07/26/2019 08/13/2019 07/26/2019		BOFA N N	TRANS FLUID-LAWNMOWR #3,4 N	45.36 0.00
11-320	CA 93308 <Emailing Stub Disabled>	07/25/2019 07/26/2019	0.00 93646	N	0	0.00 <u>45.36</u>
49745	KERN RIVER POWER EQUIPMEN 108 N. CHESTER AVE. BAKERSFIELD	07/23/2019 08/13/2019 07/23/2019		BOFA N N	BLADES LAWNMWSR# 2,3&4 N	467.26 0.00
11-320	CA 93308 <Emailing Stub Disabled>	08/22/2019 07/23/2019	0.00 93544	N	0	0.00 <u>467.26</u>
Vendor Total:						<u>512.62</u>

Attachment: Demand Register Aug 09, 2019 - Aug 23, 2019 (Demand Register(s) of August 09, 2019 - August 23, 2019.)

Edit List of Invoices - Detail

4.A.a

Demand Register 08.14.19

Date: 08/15/2019

Time: 9:45 am

Page 6

City of Arvin

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
49715 28-130	LOWE'S P.O. BOX 530954 ATLANTA GA 30353-0954 <Emailing Stub Disabled>	07/01/2019 08/13/2019 07/01/2019 07/20/2019 07/01/2019		BOFA N N N	TOOLS FOR TREES-CAL FIRE PUMPS FOR VET'S HALL N 0	309.87 0.00 0.00 <u>309.87</u>
Vendor Total:						309.87
49761 62-008	MEREGILDA CORONA PIMENTEL 557 MEYERE ST ARVIN CA 93203 <Emailing Stub Disabled>	08/07/2019 08/13/2019 08/07/2019 08/07/2019 08/07/2019		BOFA N N N	DEP REIMB-CR#32783 10.19.19 CANCELLED EVENT N 0 DEP REIMB- CANCELLED 1	450.00 0.00 0.00 <u>450.00</u>
Vendor Total:						450.00
49773 28-447	MUNISERVICES, LLC BIRMINGHAM AL 35202-0992 <Emailing Stub Disabled>	07/31/2019 08/13/2019 07/31/2019 08/30/2019 07/31/2019		BOFA N N N	STARS SVC- 1ST QTR 2019 N 0 INV06-006590	541.16 0.00 0.00 <u>541.16</u>
Vendor Total:						541.16
49753 15-300	OFFICE DEPOT, INC PO BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	07/25/2019 08/13/2019 07/25/2019 08/18/2019 07/25/2019		BOFA N N N	FLOOR FAN- PD N N 0 347801468001	248.93 0.00 0.00 <u>248.93</u>
Vendor Total:						248.93
49764 28-249	O'REILLY AUTOMOTIVE, INC PO BOX 9464 SPRINGFIELD MO 65801-9464 <Emailing Stub Disabled>	07/31/2019 08/13/2019 07/31/2019 08/30/2019 07/31/2019		BOFA N N N	CONNECTOR-WATER BUFFALO N N 0 4451-428407	11.90 0.00 0.00 <u>11.90</u>
Vendor Total:						11.90
49721 16-075	PACIFIC TIRE ARVIN 190 C. STREET ARVIN CA 93203 <Emailing Stub Disabled>	07/25/2019 08/13/2019 07/25/2019 08/25/2019 07/25/2019		BOFA N N Y	MAINTENANCE FLEET#209 N N 0 23707	326.61 0.00 0.00 <u>326.61</u>
49722 16-075	PACIFIC TIRE ARVIN 190 C. STREET ARVIN CA 93203 <Emailing Stub Disabled>	07/25/2019 08/13/2019 07/25/2019 08/25/2019 07/25/2019		BOFA N N Y	MAINTENANCE FLEET#203 N N 0 23708	247.11 0.00 0.00 <u>247.11</u>
49723 16-075	PACIFIC TIRE ARVIN 190 C. STREET ARVIN CA 93203 <Emailing Stub Disabled>	08/02/2019 08/13/2019 08/02/2019 08/02/2019 08/02/2019		BOFA N N Y	MAINTENANCE FLEET#207 N N 0 23792	25.82 0.00 0.00 <u>25.82</u>

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Edit List of Invoices - Detail

4.A.a

Demand Register 08.14.19

Date: 08/15/2019

Time: 9:45 am

Page 7

City of Arvin

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No. Disc. %	Bank Hold? Sep. Ck.?	Invoice Description Line 1 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
49724 16-075	PACIFIC TIRE ARVIN 190 C. STREET ARVIN CA 93203 <Emailing Stub Disabled>	08/06/2019 08/13/2019 08/06/2019 08/06/2019	 0.00 23821	BOFA N N Y	MAINTENANCE FLEET#110 N 0	 0.00 0.00 <u>0.00</u> 30.00
49725 16-075	PACIFIC TIRE ARVIN 190 C. STREET ARVIN CA 93203 <Emailing Stub Disabled>	07/25/2019 08/13/2019 07/25/2019 08/25/2019 07/25/2019	 0.00 23700	BOFA N N Y	MAINTENANCE FLEET#283 N 0	 0.00 0.00 <u>0.00</u> 15.41
Vendor Total:						644.95
49777 28-199	PETTY CASH-ELSA CARDOSO-GL 200 CAMPUS DR ARVIN CA 93203 <Emailing Stub Disabled>	08/13/2019 08/14/2019 08/13/2019 08/13/2019	 0.00 PETTY CASH REPLNSHMN	BOFA N N N	PETTY CASH REPLNSHMNT 8.13. N 0	 0.00 0.00 <u>0.00</u> 110.85
Vendor Total:						110.85
49727 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	07/24/2019 08/13/2019 07/24/2019 08/12/2019 07/24/2019	 0.00 A#7368140966-7	BOFA N N N	ELECTRIC SVC 6.24.19-7.23.19 N 0 7.24.19	 0.00 0.00 <u>0.00</u> 541.93
49728 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	08/01/2019 08/13/2019 08/01/2019 08/19/2019 08/01/2019	 0.00 A#8440977428-2	BOFA N N N	ELECTRIC SVC 7.3.19-8.1.19 N 0 8/1/19	 0.00 0.00 <u>0.00</u> 322.51
49729 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	08/01/2019 08/13/2019 08/01/2019 08/19/2019 08/01/2019	 0.00 A#9132070691-3	BOFA N N N	ELECTRIC SVC 6.13.19-6.26.19 N 0 8/1/19	 0.00 0.00 <u>0.00</u> 11.49
49730 16-004	PG & E BOX 997300 SACRAMENTO CA 95899-7300 <Emailing Stub Disabled>	07/26/2019 08/13/2019 07/26/2019 08/12/2019 07/26/2019	 0.00 A#9307046200-2	BOFA N N N	ELECTRIC SVC 6.25.19-7.24.19 N 0 7/26/19	 0.00 0.00 <u>0.00</u> 19.71
Vendor Total:						895.64
49758 16-390	PITNEY BOWES P.O. BOX 371887 PITTSBURGH PA 15250-7887 <Emailing Stub Disabled>	07/01/2019 08/13/2019 06/30/2019 08/29/2019 06/30/2019	 0.00 3103304842	BOFA N N N	LEASING CHARGE 5.30.19-8.29.19 N 0	 0.00 0.00 <u>0.00</u> 252.84
Vendor Total:						252.84

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Edit List of Invoices - Detail

4.A.a

Demand Register 08.14.19

Date: 08/15/2019

Time: 9:45 am

Page 8

City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 1	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.		Net Amount
49750	PRIME MEDICAL DISPOSAL	07/25/2019	BOFA	MEDICAL EQUIPMENT-PD	
49-001	PO BOX 22755	08/13/2019	N		218.81
	BAKERSFIELD	07/25/2019	N	N	0.00
	CA 93390	08/24/2019	0.00	N	0
	<Emailing Stub Disabled>	07/25/2019	25001-0719		0.00
					<u>218.81</u>
				Vendor Total:	218.81
49719	BRANDON SNYDER	08/12/2019	BOFA	PER DIEM REIMB- AUG 5-7, 2019	
26-906		08/13/2019	N	CONCEPT LEADRSHR CRSE	75.00
		08/12/2019	N	N	0.00
		08/12/2019	0.00	N	0
	<Emailing Stub Disabled>	08/12/2019	PER DIEM REIMB- AUG 5-7		0.00
					<u>75.00</u>
				Vendor Total:	75.00
49732	SO. CAL. GAS CO.	07/29/2019	BOFA	SVC 6.25.19 - 7.25.19	
19-597	P.O. BOX "C"	08/13/2019	N		169.72
	MONTEREY PARK	07/29/2019	Y	N	0.00
	CA 91756	08/16/2019	0.00	N	0
	<Emailing Stub Disabled>	07/29/2019	SVC 6.25.19 - 7.25.19		0.00
					<u>169.72</u>
				Vendor Total:	169.72
49754	SOURCE ONE OFFICE PRODUCT	07/26/2019	BOFA	OFFICE SUPPLIES- PD	
48-507	9830 S. NORWALK BLVD.	08/13/2019	N		183.18
	SANTA FE SPRINGS	07/26/2019	N	N	0.00
	CA 90670	08/25/2019	0.00	N	0
	<Emailing Stub Disabled>	07/26/2019	OE-75296-1		0.00
					<u>183.18</u>
				Vendor Total:	183.18
49771	SPARKLE TEXTILE RENTAL SERV	08/01/2019	BOFA	UNIFORM SVC - JULY 2019	
19-629	121 MONTEREY STREET	08/13/2019	N		920.52
	BAKERSFIELD	08/01/2019	N	N	0.00
	CA 93305	08/15/2019	0.00	N	0
	<Emailing Stub Disabled>	08/01/2019	A#12606 UNIFORM SVC JU		0.00
					<u>920.52</u>
				Vendor Total:	920.52
49720	SPECTRUM BUSINESS	08/02/2019	BOFA	COMMUNICATION SVC-AUG 2019	
02-581	PO BOX 51013	08/13/2019	N		275.36
	LOS ANGELES	08/02/2019	N	N	0.00
	CA 90051-5313	08/18/2019	0.00	N	0
	<Emailing Stub Disabled>	08/02/2019	064070101080219		0.00
					<u>275.36</u>
				Vendor Total:	275.36
49772	THE NATELSON DAVE GROUP, INC	07/31/2019	BOFA	TAX-SPLIT ANALYSIS-KC & ARVIN	
20-295	P.O. BOX 489	08/13/2019	N		3,225.00
	YORBA LINDA	07/31/2019	N	N	0.00
	CA 92885	07/31/2019	0.00	Y	0
	<Emailing Stub Disabled>	07/31/2019	03465		0.00
					<u>3,225.00</u>
				Vendor Total:	3,225.00

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Edit List of Invoices - Detail

4.A.a

Demand Register 08.14.19

Date: 08/15/2019

Time: 9:45 am

Page 9

City of Arvin

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 1	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date		1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.			
49749	TRINITY SAFETY COMPANY-TSC	07/15/2019		BOFA	COOLING TOWEL-ANML CONTRO	11.26
48-545	7501 MEANY AVE	08/13/2019		N		0.00
	BAKERSFIELD	07/15/2019		N	N	0.00
	CA 93308	08/15/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/15/2019	O#69773/1	CUST#21830		11.26
Vendor Total:						11.26
49717	VANTAGE POINT TRANSFER AGE	08/13/2019		BOFA	457K CONTRIBUTIONS 8.9.19	1,406.65
26-912	C/O M&T BANK	08/13/2019		N		0.00
	BALTIMORE	08/13/2019		N	N	0.00
	MD 21264	08/13/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/09/2019	457K CONTRIBUTIONS 8.9			1,406.65
Vendor Total:						1,406.65
49755	CECILIA VELA	08/06/2019		BOFA	REIMB- FLAG, FILING FEE	110.70
22-079		08/13/2019		N		0.00
		08/06/2019		N	N	0.00
		08/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/06/2019	REIMB- EXP REPORT 8.6.1			110.70
Vendor Total:						110.70
49766	VERIZON WIRELESS A#64202330	07/28/2019		BOFA	WIRELESS TRAN-6.29.19-7.28.19	120.18
28-292	PO BOX 660108	08/13/2019		N		0.00
	DALLAS	07/28/2019		N	N	0.00
	TX 75266-0108	08/20/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/28/2019	9835026939			120.18
Vendor Total:						120.18
49714	VITERELLI, CHRISTINE	08/13/2019		BOFA	PSTGE REIMB-PROP 68 GRANT M	43.99
48-617		08/13/2019		N		0.00
		08/13/2019		N	N	0.00
		08/13/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/13/2019	REIMB-PSTGE PROP 68 GI			43.99
Vendor Total:						43.99
49731	WELLS FARGO LEASE PMTS	07/23/2019		BOFA	PD COPIR LEASE-7.18.19-8.17.19	58.66
23-201	PO BOX 10306	08/13/2019		N		0.00
	DES MOINES	07/23/2019		N	N	0.00
	IA 50306-0306	08/18/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/23/2019	5006612514			58.66
Vendor Total:						58.66
49760	WELLS FARGO LEASE PMTS	07/29/2019		BOFA	COPIER LEASE-COMM DEV	421.62
23-201	PO BOX 10306	08/13/2019		N	7.24.19 - 8.23.19	0.00
	DES MOINES	07/29/2019		N	N	0.00
	IA 50306-0306	08/24/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/29/2019	5006636207			421.62
Vendor Total:						480.28

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Edit List of Invoices - Detail

Demand Register 08.14.19

4.A.a

Date: 08/15/2019

Time: 9:45 am

Page 10

City of Arvin

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

Total Invoices: 68

Grand Total:	96,141.10
Less Credit Memos:	0.00
Net Total:	96,141.10
Less Hand Check Total:	0.00
Outstanding Invoice Total:	96,141.10

Attachment: Demand Register Aug 09, 2019 - Aug 23, 2019 (Demand Register(s) of August 09, 2019 - August 23, 2019.)

EARNINGS REPORT

Emp. Code Desc.: CITY OF ARVIN
 From 08/23/2019 to 08/23/20
 City of Arvin

PAYROLL 08.23.19

Date: 8/23/2019
 Time: 10:24:05

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	PBDCO	PDADL	
		PERE	PERS	PHALW	POST	PTO	REG	RETOT	RETRO	
		SCKCO	SEVR	SHOEAE	SICK	SRO	SSWEP	STDBY	STLMT	
		TRAIN	TUPGR	UACL	UAPEP	UNADV	URCL	URPEP	VAC	
		VACCO	VACTO	WRKCO						
Grand Total:	Employee Count: 52	0.00	12,489.52	0.00	0.00	442.66	0.00	0.00	0.00	0.00
		0.00	0.00	200.00	0.00	761.60	0.00	954.27	928.00	125,152.4
		232.33	221.55	721.68	0.00	0.00	0.00	0.00	1,494.16	
		0.00	2,191.65	0.00	0.00	1,329.43	572.24	0.00	0.00	
		0.00	0.00	300.00	549.40	0.00	86,700.80	0.00	0.00	
		0.00	0.00	0.00	6,374.30	0.00	744.80	0.00	0.00	
		0.00	204.44	0.00	0.00	90.78	0.00	0.00	3,694.66	
		851.20	0.00	3,102.94						

COST REPORT

Emp. Code Desc.: CITY OF ARVIN
 From 08/23/2019 to 08/23/20
 City of Arvin

PAYROLL 08.23.19

Date: 8/23/2019
 Time: 10:24:23

Employee Name	Employee ID	PER3E	FUTA PER5E	MC PER6E	MC1 PER9E	PER1E PERCP	PER2D PERS	PER2E PERS1	PER2M PERS2	Oth Tot
		PER33	PERS4	PERS5	PERS6	PERS8	PERS9	SS	SS1	
		SUTA								
Grand Total:	Employee Count: 52	0.00	0.00	1,614.18	207.32	0.00	1,357.10	0.00	968.45	0.00
		1,113.11	119.59	0.00	0.00	0.00	0.00	0.00	2,459.81	22,064.4
		2,211.38	0.00	0.00	2,045.83	2,007.27	0.00	6,732.63	1,227.77	
		0.00								

REGULAR MEETING MINUTES

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

AUGUST 13, 2019

CALL TO ORDER @ 5:30PM

PLEDGE OF ALLEGIANCE

INVOCATION

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

1. Approval of Agenda as To Form.

Motion to approve the Agenda and to continue Public Hearing Item 5A to the Regular City Council Meeting of August 27, 2019.

Motion Mayor Gurrola Second CM Trujillo Vote 3-0

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.

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.)

NONE

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.

Resolution No. 2019-67

- 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.

Resolution No. 2019-68

Agreement No. 2019-19

- 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.

Resolution No. 2019-69

- 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.

Resolution No. 2019-70

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

Staff recommends approval of the Consent Agenda.

Motion to approve Consent Agenda Items 4A – 4H.

Motion Mayor Gurrola Second CM Franetovich Vote 3-0

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.

Above Public Hearing Item 5A continued to the Regular City Council Meeting of August 27, 2019.

- 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.

Hearing opened.

No public testimony.

Hearing closed.

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

Motion Mayor Gurrola

Second CM Trujillo

Vote 3-0

6. STAFF REPORTS

7. COUNCIL MEMBER COMMENTS

8. ADJOURNED @ 6:06PM

Respectfully submitted,

Cecilia Vela, City Clerk



CITY OF ARVIN Staff Report

Meeting Date: August 27, 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 ACCEPTING A SOLE SOURCE BID FROM GRANITE CONSTRUCTION AND AWARDED A CONTRACT TO GRANITE CONSTRUCTION FOR UTILITY ADJUSTMENTS FOR THE COMANCHE DRIVE RECONSTRUCTION PROJECT

BACKGROUND:

Comanche Drive between Shane Court and Sycamore Drive is one of the oldest roads in the City dating back to prior to the incorporation of the City in 1960. At one time, the entirety of the road was within the jurisdiction of Kern County. Following the incorporation of the City, the city/county limit was placed on the centerline of the road. At that time, Comanche was a rural road with a planned 30-foot full width right-of-way. Since the time of incorporation, Arvin has grown tremendously, and Comanche has been designated as a “Minor Arterial” with a planned right-of-way of 110 feet; 55 of which is within the City with the remainder being west of the centerline within the jurisdiction of the County.

Over the last 3 decades, newer developments such as Bear Mountain Elementary School have been constructed to account for the planned 110 foot width of the road while many older developments consisting of private homes and businesses were constructed to the 30 foot width of the street. The result is a discontinuous layout of the street to the east of the centerline within the City limits with a uniform 15 foot half width to the west of the centerline within the County jurisdiction which has remained adjacent to agricultural land since the 1960s.

With the new development that has occurred since the 1990s, two different eras of pavement exist. One is the very old pavement that has been in place since around the time of incorporation and the other was constructed adjacent to the old pavement to account for the 55’ half width right-of-way. All pavement within the County jurisdiction is of the older variety. As a result, there are portions of Comanche that are narrow (30 foot ROW) that are extremely deteriorated on both the City and County side of the centerline, and there are portions that are equally bad on

both sides within the original 30 foot envelope, but are also adjacent to better condition asphalt within those 55 foot half width areas in the City.

While popular belief over the years, even among City leaders, has been that Comanche is entirely within City limits, the reality is that the City has always only had the right and responsibility to maintain that portion of the road east of the centerline. Over the years, this has led to some confusion between the City and County, and requests for the county to maintain their portion of the road have not been approved. At the same time, the City has faced ever increasing financial constraints that has not allowed it to do anything more than pothole filling for several decades. Today, this portion of Comanche is extremely deteriorated to the point where filling potholes is no longer practical.

In recent years, City Staff has been in contact with the County regarding their portion of the road (west of the centerline), and it has been understood and acknowledged that they do have an obligation to repair their portion of the road. At the same time, the financial position has been noted by the County as it would be impractical for the County to repair their portion of the road while the portion officially within the City would remain in the same state of disrepair. As a result, the County agreed to lead a project to reconstruct the entire portion of Comanche, including portions outside of the original 30 foot ROW that are currently in need, contingent on it being able to find funding for such a project. The City, in turn would grant the County full access to perform such a project within the City ROW.

The County has since acquired funding from the Caltrans Regional Surface Transportation (RSTP) grant to fund the entire project. The project was designed, bid competitively to contractors, and bids were received and reviewed with Granite Construction as being identified as the lowest responsive bidder. The Kern County Board of Supervisors has since determined to award a construction contract to Granite at their regular meeting on July 30th of 2019.

RSTP funds come with many stringent requirements on what the funds can and cannot be used for. They cannot be utilized to pay for utility adjustments if a utility is not owned by the agency that is doing the project. It turns out that the City of Arvin has 11 sanitary sewer manholes and or cleanout structures within the footprint of the project. The County project team reached out to the City several months ago to inform that it would be necessary to have a contractor adjust the grades of these structures via a separate agreement with a contractor, and that it would not be possible for the County contractor to do the work and invoice the County which would be reimbursed by the City.

The City Engineer performed a cost estimate for the scope of work, and determined that the estimated cost of the work was \$29,150.00. It is understood that the threshold at which a project must be competitively bid is for any work valued at or above \$30,000.00. As such, the City Engineer has conferred with the City Manager and Finance Director, and has advised that it would be prudent to solicit a sole source quote from Granite Construction as it makes much more logistical sense for them to do the work through the course of the project and to invoice the City directly. After receiving approval to solicit such a quote directly from Granite, the City Engineer received an estimate of \$28,050.00 which is within 4% of the Engineer estimate, and under the

\$30,000.00 threshold at which point such work would need to be competitively bid. At this time, it makes sense to enter into an agreement with Granite Construction for the necessary utility adjustments.

FINANCIAL IMPACT:

The necessary utility adjustments will cost the City \$28,050.00.

RECOMMENDATION:

Staff recommends acceptance of the sole source bid by Granite Construction for \$28,050.00 and approval of a construction agreement between the City of Arvin and Granite Construction for the necessary utility adjustments for the Kern County Comanche Reconstruction Project.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN ACCEPTING A SOLE SOURCE BID FROM GRANITE CONSTRUCTION AND AWARDING A CONTRACT TO GRANITE CONSTRUCTION FOR UTILITY ADJUSTMENTS FOR THE COMANCHE DRIVE RECONSTRUCTION PROJECT

WHEREAS, Comanche Drive between Shane Court and Sycamore Drive is partially in Arvin City Limits and Kern County Limits; and

WHEREAS, portions of the road have been constructed to either a 110 foot or a 30 foot width on the eastern portion within City Limits; and

WHEREAS, most of the portion of the road within the original 30 foot width section of road was constructed prior to the 1960s and is in a complete state of disrepair within the City and County portion of the road; and

WHEREAS, portions of the newer portions of the road are also in a complete state of disrepair; and

WHEREAS, the Kern County Public Works Department has secured funding for, and has agreed to oversee the reconstruction of the road between Shane Court and Sycamore Drive in both the City and County portion of the road; and

WHEREAS, the funding secured by the County does not allow for reimbursements for modifications to utilities and utility structures not owned by the County; and

WHEREAS, it is necessary for the City of Arvin to enter into a separate agreement, and to pay a Contractor directly for necessary adjustments that must be done to complete the pavement reconstruction project; and

WHEREAS, the County has already solicited bids from contractors for the project, and has awarded the project to Granite Construction; and

WHEREAS, the City Engineer has prepared a cost estimate, and had determined that the approximate value of the necessary work to be \$29,150.00; and

WHEREAS, a competitive bid for capital improvement work is required for projects where the work to be performed is expected to cost more than \$30,000.00; and

WHEREAS, in the interest of time and logistics, it makes sense to sole source the necessary utility adjustment work with Granite Construction whom will be the only contractor that is able to do the work at the same time as the entire overall County project; and

WHEREAS, the City Engineer solicited a bid from Granite Construction for the necessary work, and a quote was received for \$28,050.00 which is below the \$30,000.00 threshold;

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

1. The recitals above are true and correct and incorporated by this reference.
2. Accepts the sole source bid from Granite Construction for \$28,050.00
3. Awards a contract to Granite Construction for the utility adjustments that are necessary to allow the complete construction of the Comanche Drive Reconstruction Project that is managed by the Kern County Public Works Department.
4. Authorizes the Mayor or the City Manager to execute said contract with Granite Construction.
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 27th 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.

**AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF ARVIN AND
Granite Construction Company**

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2019 (“Effective Date”) by and between the City of Arvin, a California municipal corporation (“City”) and Granite Construction Company (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposal, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Arvin Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all

materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Bid Documents.

The Scope of Work shall include the Engineered Drawings prepared by the County of Kern Public Works Department, and pictures of 11 sanitary sewer manhole and cleanout structures for the SOUTH COMANCHE DRIVE ROAD RESURFACING AND SHOULDER IMPROVEMENTS PROJECT including any documents or exhibits referenced therein. The Engineered Drawings shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours' labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay the subcontractor's workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officials, officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the

City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment

costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

1.12 Trenching and Excavation.

In accordance with Public Contract Code Section 7104, whenever the digging of trenches or other excavations extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: 1) Material that the Contractor believed may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; 2) Subsurface or latent physical conditions at the site differing from those indicated; or 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the Contract. In the unlikely event that a dispute arises between the City and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. Where applicable, Contractor shall comply with the trench or excavation permit requirement found in

Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty Eight Thousand Fifty Dollars and Zero Cents (\$28,050.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention;, (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses

incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid, subject to the Schedule of Compensation (Exhibit “C”), within thirty (30) days of receipt of Contractor’s correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Notwithstanding, if the work is being funded by grant or other funding administered by a third party outside the control of the City, such as the County of Kern, Contractor acknowledges and agrees this may increase processing time for payment, and no payment of interest shall accrue if the City has used reasonable efforts to cause the Contractor to be paid within thirty (30) days.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and

extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor’s work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor’s work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (“Principals”) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all

activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

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

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must

include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

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

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. For Commercial General Liability (CGL) coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officials, officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing at least ten (10) days prior written notice to City, or at least ten (10) days prior written notice to City in the case of cancellation for nonpayment. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

“CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, AT LEAST TEN (10) DAYS’ ADVANCED WRITTEN NOTICE OF CANCELLATION SHALL BE DELIVERED TO CITY AT 200 CAMPUS DRIVE, ARVIN, CA 93203 (EXCEPT CANCELLATION DUE TO NONPAYMENT SHALL REQUIRE TEN (10) DAYS’ ADVANCED WRITTEN NOTICE).”

Contractor’s Authorized Initials _____

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor’s activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor’s indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

In the event of a conflict, the terms of Section 5.1 and 5.2 shall have precedence and prevail over any form of Certificate of Insurance, or any Insurance Endorsement, included in the Contract Documents.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees, volunteers and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either

judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnitors”), or arising from Contractor’s or indemnitors’ reckless or willful misconduct, or arising from Contractor’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Indemnified Parties for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Indemnified Parties harmless therefrom;

(c) In the event any Indemnified Party is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Indemnified Party any and all costs and expenses incurred by the Indemnified Party in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided in the proposal or bid packet, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided in the bid packet, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement, pays all labor and materials for work and services under this Agreement, and meets the requirements of Section 5.8.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager or Finance Director of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor unless otherwise required by Section 22300. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor unless otherwise required by Section 22300. The

escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

5.8 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the work has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the

estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed

thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Kern, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Fresno, State of California.

7.2 Disputes and Claims.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

(b) Public Contract Code Sec. 9204 Claims Procedure (AB 626). AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for the filing of claims by a contractor, or by a contractor on behalf of a subcontractor, on any public works project effective January 1, 2017. The parties shall comply with the provisions of Public Resources Code Section 9204, which are fully set forth in Exhibit "E."

(c) Dispute Resolution. This Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request

of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of five hundred dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's

fees on any appeal, and in addition a party entitled to attorney’s fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor’s performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual

orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Additionally, Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (“IRCA”). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. Further, should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement in violation of the law, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Arvin, 200 Campus Drive, Arvin, California 93203 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Authority to Act on Behalf of Entity.

The person(s) executing this Agreement on behalf of any entity that is a Party hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute

and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF ARVIN, a municipal corporation

Jose Gurrola, Mayor

ATTEST:

Cecilia Vela , City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon Chaffin, City Attorney

CONTRACTOR:

*By: _____
Name:
Title:

*By: _____
Name:
Title:

Address: _____

***CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE EVIDENCE OF AUTHORITY TO EXECUTE DOCUMENTS FOR ANY ENTITY CONTRACTOR MUST BE PROVIDED.**

Attachment: 190820-Agreement between COA and Granite Construction-Comanche Utility Adjustments (Reso Accepting Bid From & Awarding

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> TITLE(S) <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER	<input type="checkbox"/> DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> TITLE(S) LIMITED	_____
<input type="checkbox"/> <input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A"

SCOPE OF WORK

I. Contractor shall perform all utility adjustments described in the Engineered Drawings and shown in pictures provided to the Contractor for the project entitled SOUTH COMANCHE DRIVE ROAD RESURFACING AND SHOULDER IMPROVEMENTS PROJECT , including any documents or exhibits referenced therein. See Drawings and Photographs attached hereto as Exhibit A and incorporated herein by reference.

II. Project Description:

The work to be performed under this Contract consists of furnishing all labor, materials, tools and equipment to adjust sanitary sewer manholes and cleanouts to conform to new pavement grades specified in the Engineered Drawings. Additional work shall include necessary demolition of existing frames and concrete collars and replacement or refurbishment to each that is necessary in the process of raising or lowering each structure to the new grades.

The work shall be performed at the same time, and in conjunction with the SOUTH COMANCHE DRIVE ROAD RESURFACING AND SHOULDER IMPROVEMENTS PROJECT which has been developed by the Kern County Public Works Department.

The work to be done consists of the furnishing by the Contractor of all labor, materials equipment and other facilities necessary in the performance of the work. The Contractor shall perform any work which is not detailed in the Plans and Specifications but which is obviously required to make the project complete and operable. Questions regarding the intent of the Plans and Specifications shall be referred to the City whose decisions thereon shall be final. The City may refer to the Kern County Public Works Department as necessary.

Some information pertaining to subsurface and other conditions, which may affect the cost of performing the work, may be shown in the Plans and Specifications developed by the Kern County Public Works Department. While it is believed that any such information is reasonably correct, the City does not warrant either the completeness or accuracy of such information. It is the responsibility of the Contractor to ascertain the existence of all subsurface and other conditions affecting his cost of doing the work as may be disclosed by a reasonable examination of the site.

III. Contractor's work shall also conform to all of the standards and specifications in the following documents, incorporated herein by this reference:

A. Plans and Specifications developed by the Kern County Public Works Department, Kern County Standard Details, City of Arvin Standard Details, and Caltrans Standard Details and Specifications.

- IV.** The location(s) of the work, its general nature and extent, and the form and general dimensions of the Project and appurtenant work are shown on the Construction Drawings entitled SOUTH COMANCHE DRIVE ROAD RESURFACING AND SHOULDER IMPROVEMENTS PROJECT and are hereby made a part of this Agreement as listed herein:

List of Construction Drawings

1. Sheet SI-1 SHEET INDEX PLAN
 2. Sheet X-1 to X-3 TYPICAL CROSS SECTIONS
 3. Sheet C-1 to C-9 CONSTRUCTION PLANS
 4. Sheet CD-1 CONSTRUCTION DETAILS
 5. Sheet PD-1 to PD-5 PAVEMENT DELINIATION PLANS
- V.** Contractors shall have on file a minimum of one (1) set of Construction Drawings upon which Contractor shall record all variations between the work as built and as originally shown in the Construction Drawings or as otherwise required under this Agreement (“Record Drawings”). Record Drawings must be kept at the work site and be accessible at all times during the construction periods and shall be delivered to the City Engineer within thirty (30) days after completion of the work.
- VI.** In addition to the requirements of Section 6.2, during performance of the work, Contractor shall keep the City apprised of the status of performance by delivering the following status reports starting sixty (60) days after the Effective Date if the work has not already been completed:
- A. The Contractor shall submit a narrative report as a part of its monthly progress review and update, in a form agreed upon by the Contractor and the City. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.
 - B. Contractor shall update the schedule on a monthly basis, showing progress on each activity or task. After each monthly update, the Contractor shall submit to the City one (1) print of the last accepted Construction Schedule, marked up in red in accordance with the monthly review; and four (4) bond copies incorporating the updated schedule information.
- VII.** All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT “B”

NOT USED

EXHIBIT "C"**SCHEDULE OF COMPENSATION**

- I.** Contractor shall perform all work on a lump sum basis as described in the Contractor Proposal as shown in Exhibit "B".
- II.** One progress invoice is anticipated for the work. A retention of five percent (5%) shall be held from payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.
- III.** Within the budgeted amounts for each item on the Contractor Proposal, and with the approval of the Contract Officer, funds may be shifted from one item's sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.
- IV.** The City will compensate Contractor for the work performed upon submission of a valid invoice pursuant to Section 2.4.
- V.** Additional work shall be authorized only by a change order approved by the City Manager or City Council. Line item costs shall be used to determine quantity adjustment changes. Otherwise, markups on such work shall be limited as follows:
 - Labor: 30%
 - Materials: 10%
 - Equipment: 10%

EXHIBIT "D"**SCHEDULE OF PERFORMANCE**

I. Contractor shall perform all work timely in accordance with the following schedule:

PROJECT DURATION: To be completed within the time allotted by the Kern County Public Works Department for the entire project.

A. Work shall only be performed between the hours of 7:00 a.m. and 7:00 p.m., on weekdays.

B. Work shall not be performed on Saturdays, Sundays or legal holidays.

C. Exceptions to the above hours of work will be permitted only after obtaining written authorization from the City Engineer.

II. Contractor shall deliver the following tangible work products to the City by the following dates. `

A. Adjusted utilities – completed within time allotted by “PROJECT DURATION” above.

III. The Contract Officer may approve extensions for performance of the services in accordance with Special Provisions, Part I, Section 01 32 16 .

EXHIBIT “E”

PUBLIC CONTRACT CODE SEC. 9204 NEW PUBLIC WORKS CLAIMS PROCEDURE

AB 626, signed by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project. These new requirements contain burdens for both private contractors and public entities. The text of this new legislation is set forth below:

Public Contract Code § 9204.

Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with [Section 10240](#)) of Chapter 1 of Part 2, Chapter 10 (commencing with [Section 19100](#)) of Part 2, and Article 1.5 (commencing with [Section 20104](#)) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State

University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with [Section 7000](#)) of [Title 7 of Part 3 of the Penal Code](#).

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed

meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under [Section 20104.4](#) to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time

requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Performance Bond

WHEREAS, the CITY OF ARVIN, ("City"), has awarded to _____ as Contractor ("Principal"), a Contract for the work entitled and described as follows:

SOUTH COMANCHE DRIVE ROAD RESURFACING AND SHOULDER IMPROVEMENTS PROJECT

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed in four original counterparts on _____ 20__.

PRINCIPAL

(Seal if Corporation) By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of _____
process in California, if different from above)

_____ (telephone number of Surety's agent in
California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

Payment Bond
(Labor and Material Bond)

WHEREAS, the CITY OF ARVIN, ("City"), has awarded to _____ as Contractor ("Principal"), a Contract for the work entitled and described as follows:

SOUTH COMANCHE DRIVE ROAD RESURFACING AND SHOULDER IMPROVEMENTS PROJECT

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice

of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed in four original counterparts on _____, 20____.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

Contractor's Certificate Regarding Worker's Compensation

Description of Contract:

**CITY OF ARVIN
SOUTH COMANCHE DRIVE ROAD RESURFACING AND SHOULDER
IMPROVEMENTS PROJECT**

Labor Code Section 3700 Provides (in part):

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____, 20__

(Contractor)

By _____

(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the City prior to performing any work under this contract.)

Insurance Endorsement

Description of Contract: **City of Arvin**
SOUTH COMANCHE DRIVE ROAD RESURFACING AND
SHOULDER IMPROVEMENTS PROJECT

Type of Insurance: Worker's Compensation and
Employer's Liability Insurance

This endorsement forms a part of Policy No. _____.

ENDORSEMENT

It is agreed that with respect to such insurance as is afforded by the policy, the Company waives any right of subrogation it may acquire against the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, volunteers and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above-referenced contract.

The additional premium for this endorsement shall be _____%* of the California Worker's Compensation premium otherwise due on such remuneration.

This endorsement does not increase the Company's total limits of liability.

Named Insured (Contractor) Insurance Company

Street Number Street Number

City and State City and State

By _____
(Company Representative)

(SEE NOTICE ON PAGE 2)

* - Contractor's insurance company to fill in this percentage.

NOTICE:

No substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

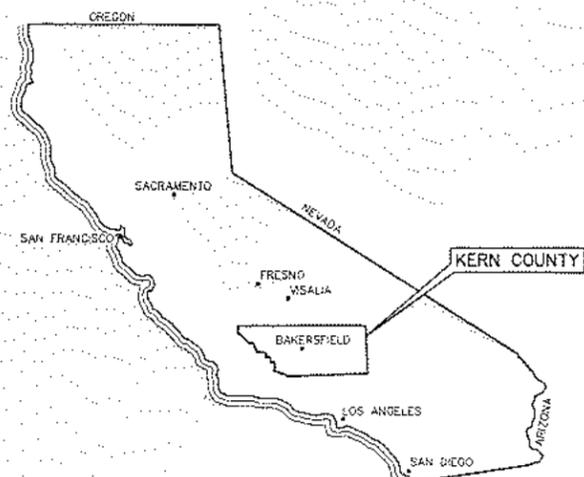
FISCAL YEAR	SHEET NO.	TOTAL SHEETS
18/19	1	20

COUNTY OF KERN PUBLIC WORKS DEPARTMENT

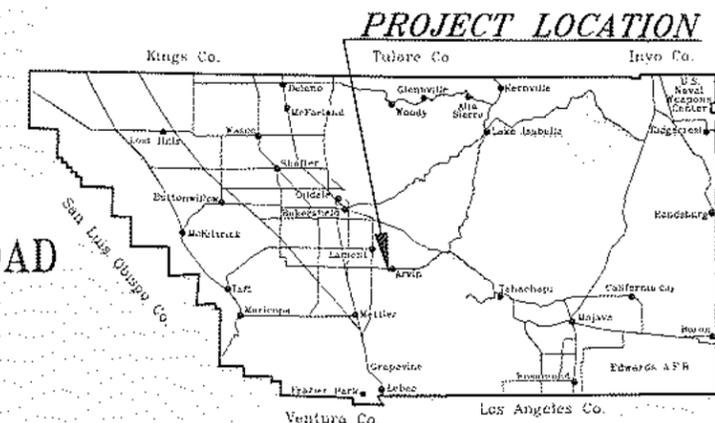
PLANS FOR CONSTRUCTION OF ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD CONTRACT No. 19087

INDEX OF SHEETS

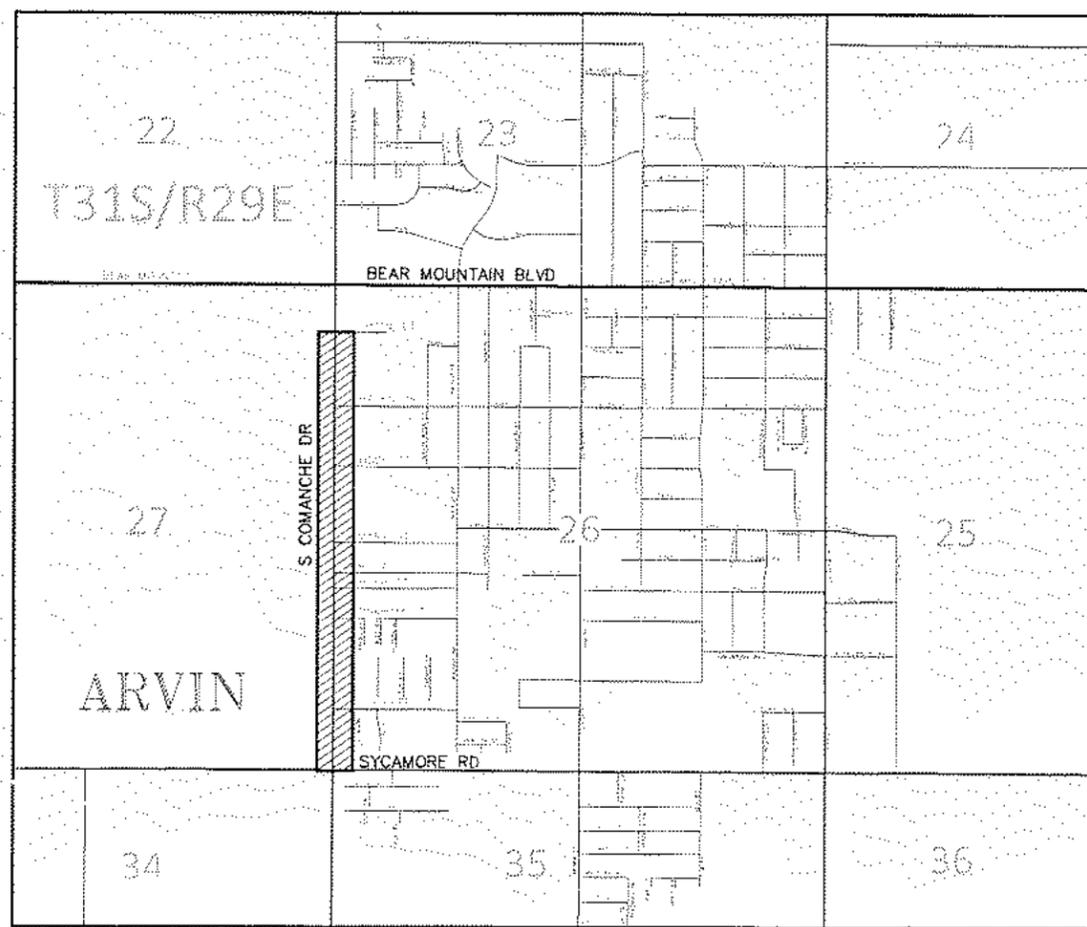
- | | |
|--------------------|----------------------------|
| SHEET SI-1 | SHEET INDEX PLAN |
| SHEET X-1 TO X-3 | TYPICAL CROSS SECTIONS |
| SHEET C-1 TO C-9 | CONSTRUCTION PLANS |
| SHEET CD-1 | CONSTRUCTION DETAILS |
| SHEET PD-1 TO PD-5 | PAVEMENT DELINEATION PLANS |



STATE OF CALIFORNIA



COUNTY OF KERN



PROJECT LOCATION

CONVENTIONAL SYMBOLS

- | | | |
|---------------------------------|-------------------|----------------------|
| Width or Width X Length | Cut | Daylight |
| Key Note Number | Fill | Hinge |
| Township Line | Fence & Gate | Guard Railing |
| Section Line | Railroad | Culvert |
| Property Line | Hedge | Mail Box |
| Right of Way Line | MB | Signal Controller |
| Survey or Construction | CATV | Pullbox |
| Dirt Flow Line | Survey Monument | Cable Television Box |
| Existing Edge of Pavement | Ex. Sign\New Sign | Survey Monument |
| New Edge of Pavement | | |
| Tree (All types) | | |
| Shrub (All types) | | |
| Sprinkler | | |
| Riser | | |
| Ex. Street Sign\New Street Sign | | |
| Ex. Marker Sign\New Marker Sign | | |

UTILITY SYMBOLS

- | | | | |
|----|---------------------------|------|------------------------|
| SD | Storm Drain Line | WM | Water Meter |
| OL | Oil Line | WV | Water Valve |
| W | Water Line | FH | Fire Hydrant |
| G | Gas Line | GM | Gas Meter |
| S | Sewer Line | GV | Gas Valve |
| FB | Buried Fiber Optic Buried | SMH | Sewer Manhole |
| T | Telephone Cable Buried | SDMH | Storm Drain Manhole |
| P | Power Cable Buried | TMH | Telephone Manhole |
| TV | Television Cable | MH | Manhole - Field Verify |
| A | Aerial Wire/Aerial Cable | LS | Light Standard |
| G | Guy wire | SL | Street Light |
| | | TP | Telephone Pole |
| | | PP | Power Pole |
| | | SP | Service Pole |

UNDERGROUND MARKER SYMBOLS

- | | |
|------|-------------------|
| UMB | Buried Power |
| UMFO | Fiber Optic |
| UMG | Gas |
| UMHG | High Pressure Gas |
| UMO | Oil Line |
| UMTV | Television Cable |

PROJECT BENCHMARK:

TOP NORTHEAST CORNER OF SECTION 27 T31S\R29E
POINT BEING A DIVISION OF HIGHWAY MONUMENT IN A
LAMP HOLE AT STATE ROUTE 223 AND COMANCHE DRIVE
ELEVATION = 435.19' AS PER RCFB 989 PG 18.

BASIS OF BEARINGS:

S0°03'01"W FROM THE NORTHEAST CORNER
OF SECTION 27 T31S\R29E TO THE EAST 1/4 CORNER
OF SECTION 27 AS PER RCFB 989 PG 18.



NOTE:
TO BE SUPPLEMENTED BY STATE OF CALIFORNIA
STANDARD PLANS DATED MAY, 2006.

THE CONTRACTOR SHALL POSSESS THE CLASS
(OR CLASSES) OF LICENSE AS SPECIFIED IN THE
"NOTICE TO CONTRACTORS" ON PAGE 1 OF THE
SPECIAL PROVISIONS.

CALL UNDERGROUND SERVICE ALERT,
1-800-227-2600, 48 HOURS PRIOR
TO ANY EXCAVATION.

Approval Recommended:



Assistant Director, Public Works Department
RCE No. 77460



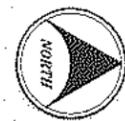
Director, Public Works Department
RCE No. 37035

APPROVED:
Chairman, Board of Supervisors

Date: _____

Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	2	20



REGISTERED CIVIL ENGINEER

MAY 21, 2019
APPROVAL DATE

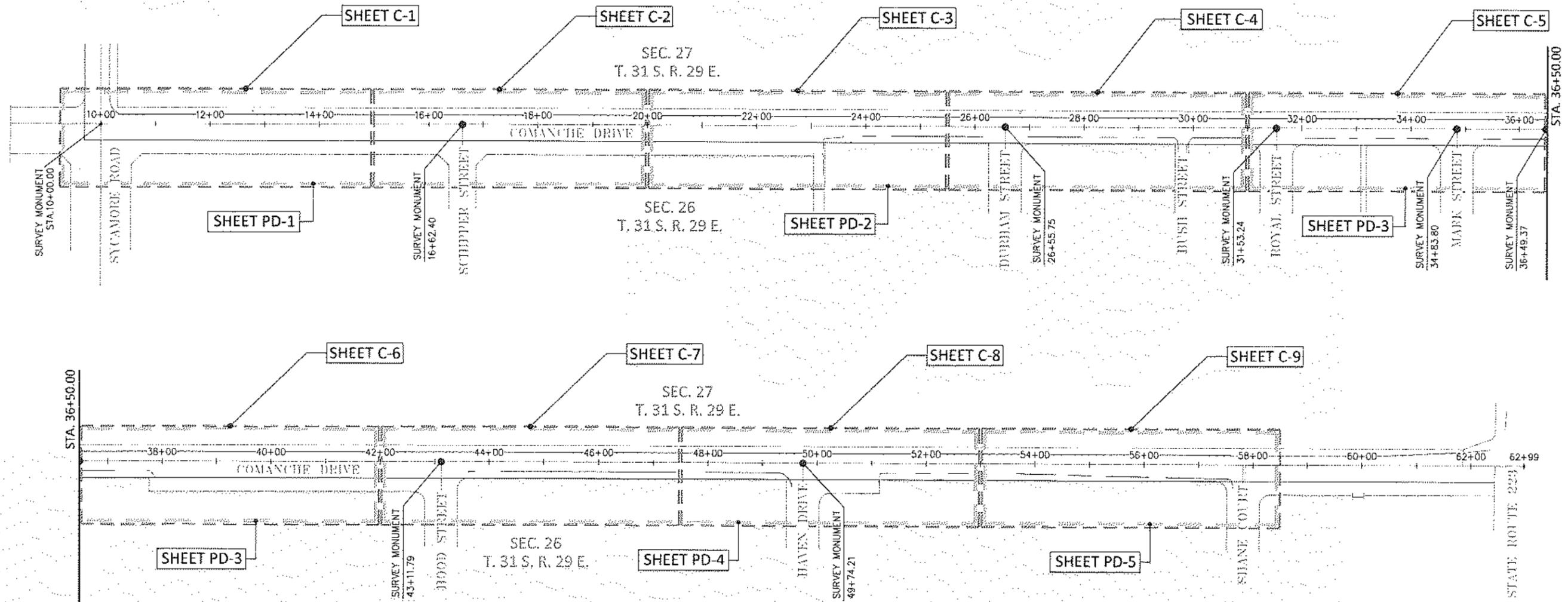
THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



USER NAME: ARIASVAI ... E:\WORK\ENGINEERING\DESIGN\ENGINEERING\PROJECTS\TRANSPORTATION\18-18\RC00080 & 3000-RC00084\18-18\RC00080 & 3000-RC00084 - SHEET INDEX PLANS

DESIGNED BY	CHECKED BY	DATE PREPARED	REVISION DATE / REVISION #
J. DAVIS	S. LUX	11/23/2015	
S. ELCANO			

COUNTY OF KERN - PUBLIC WORKS DEPARTMENT
ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD



SHEET INDEX PLAN
SCALE: 1"=100'
SI-1



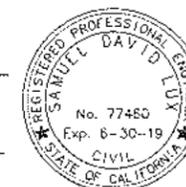
Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	3	20

REGISTERED CIVIL ENGINEER

MAY 21, 2019
APPROVAL DATE

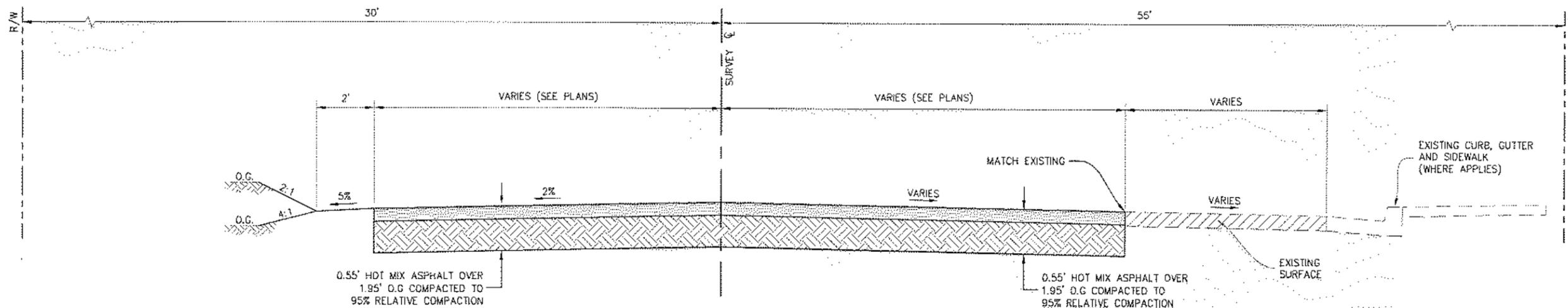
THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET



ROADWAY EXCAVATION	AVAILABLE EXCAVATION	*TOTAL EMBANKMENT	SURPLUS
3,310 CY (F)	2,955 CY	2,160 CY	795 CY

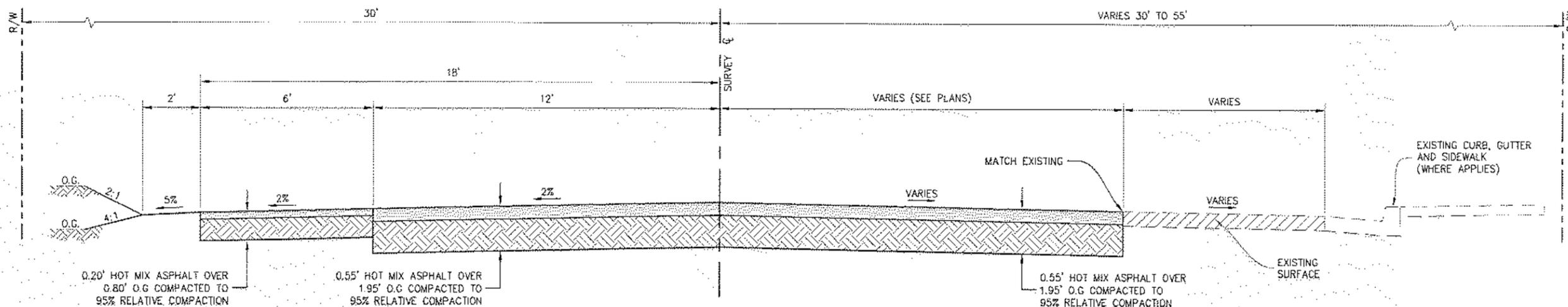
*EMBANKMENT QUANTITIES INCLUDE SUBSIDENCE AND SHRINKAGE DUE TO COMPACTION.
(F)= FINAL PAY QUANTITY

T.I.	R-VALUE	THICKNESS (FT)	
		H.M.A.	O.G.
9.0	70	0.55'	1.95'



S. COMANCHE DRIVE - TYPICAL CROSS SECTION 1

STA. 10+22.16 TO STA. 10+33.67



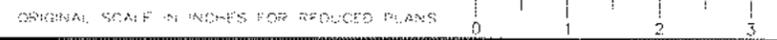
S. COMANCHE DRIVE - TYPICAL CROSS SECTION 2

- STA. 10+33.67 TO STA. 14+03.25
- STA. 26+13.84 TO STA. 26+98.72
- STA. 29+64.95 TO STA. 29+98.66
- STA. 31+03.41 TO STA. 32+03.94
- STA. 34+33.57 TO STA. 35+32.64
- STA. 42+61.59 TO STA. 43+62.22
- STA. 49+33.46 TO STA. 50+24.04

TYPICAL CROSS SECTIONS
SCALE: 1"=2'

X-1

COUNTY OF KERN PUBLIC WORKS DEPARTMENT
 ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD
 USER: NAME, S.E.L.C.A.N.C. DWG FILE: K:\ENGINEERING\DESIGN\ENGINEERING\PROJECTS\TRANSPORTATION\18-19\K000080 & COMANCHE RD - SYCAMORE RD - RECONSTRUCT (PHASE 1) (R000080) - TYPICAL CROSS SECTIONS
 DESIGNED BY: J. DAVIS
 CHECKED BY: S. LUX
 DATE ORATED: 11/23/2015
 REVISION #:
 REVISION BY:



Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

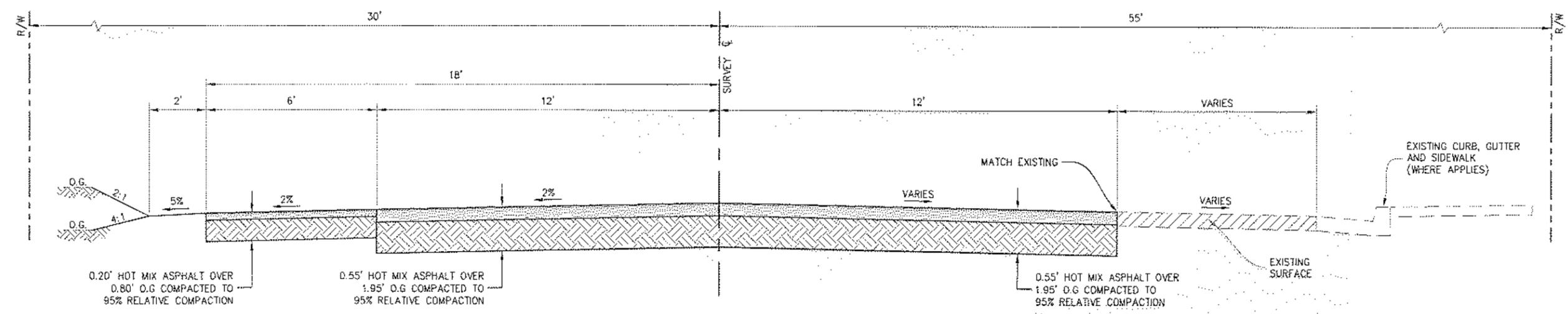
CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	4	20



REGISTERED CIVIL ENGINEER

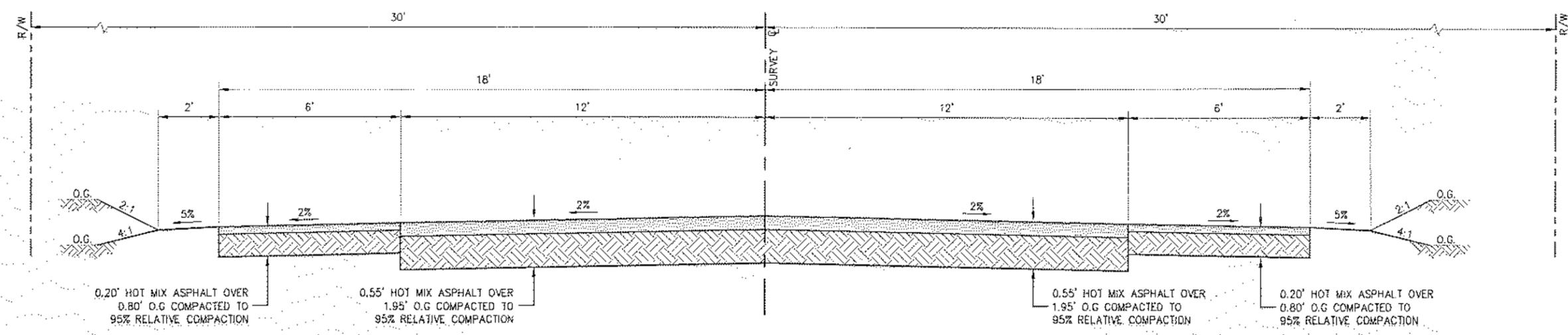
MAY 21, 2019
APPROVAL DATE

THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



S. COMANCHE DRIVE - TYPICAL CROSS SECTION 3

STA. 14+03.25 TO STA. 23+57.86
 STA. 37+77.91 TO STA. 42+61.59
 STA. 50+24.04 TO STA. 51+15.53



S. COMANCHE DRIVE - TYPICAL CROSS SECTION 4

STA. 23+57.86 TO STA. 26+13.84
 STA. 26+98.72 TO STA. 29+64.95
 STA. 29+98.66 TO STA. 31+03.41
 STA. 32+03.94 TO STA. 34+33.57
 STA. 35+32.64 TO STA. 37+77.91
 STA. 43+62.22 TO STA. 49+33.46
 STA. 51+15.53 TO STA. 53+79.86

TYPICAL CROSS SECTIONS
SCALE: 1"=2'

USER NAME: SELCAND COUNTY OF KERN - PUBLIC WORKS DEPARTMENT ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD
 DWG FILE: K:\MOUNTAIN\DESIGN_ENGINEERING\PROJECTS\TRANSPORTATION\18-18\RC00080-S-COMANCHE-RO- SYCAMORE RD TO SHANE CT (RECONSTRUCT) (DRAFTING)\RC00080 - TYPICAL CROSS SECTIONS

DESIGNED BY	J. DAMS
CHECKED BY	S. LUX
ENGINEER	S. LUX
DATE	1/23/2015
REVISION DATE / REVISION #	
DRAWN BY	S. ELCAHO
CHECKED BY	S. LUX
DATE	1/23/2015
REVISION #	



Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche



CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	5	20

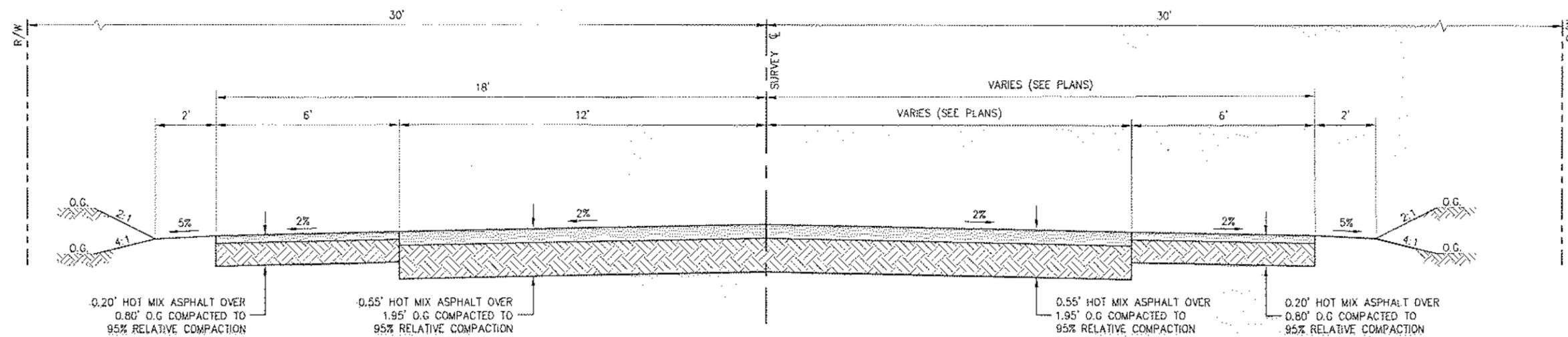
REGISTERED CIVIL ENGINEER



MAY 21, 2019

APPROVAL DATE

THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



S. COMANCHE DRIVE - TYPICAL CROSS SECTION 5

STA. 53+79.86 TO STA. 57+58.63

TYPICAL CROSS SECTIONS
SCALE: 1"=2'

X-3

USERNAME: SULLIANO ... 3096 FILE: K:\WORK\PROJECTS\ENGINEERING\PROJECTS\TRANSPORTATION\18-154\VELOCORO S. COMANCHE RD - SYCAMORE RD TO SHANE CT (RECONSTRUCT) \DRAWINGS\RC00080 - TYPICAL CROSS SECTIONS

ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD

DESIGNED BY	J. DAVIS
CHECKED BY	S. LUX
DATE	11/21/2018
REVISION DATE / REVISION #	
APPROVED BY	S. LUX
DATE	11/21/2018
REVISION BY	

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3

BORDER LAST REVISED:

Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

CONSTRUCTION NOTES/KEYNOTES

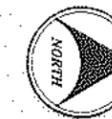
- 1 EXISTING UTILITY TO BE ADJUSTED TO GRADE BY UTILITY OWNER
- 2 EXISTING UTILITY TO BE PROTECTED IN PLACE
- 3 CONSTRUCT SURVEY MONUMENT ENCASUREMENT - SEE DETAIL 4 ON SHEET CD-1
- 4 CONSTRUCT HMA - DRIVEWAY TIE-IN - SEE DETAIL 5 ON SHEET CD-1
- 5 DAYLIGHT
- 6 RELOCATE ROADSIDE SIGN - SEE DETAIL 1 ON SHEET CD-1

CONSTRUCTION LEGEND

- 0.55' HOT MIX ASPHALT OVER 1.95' O.G. COMPACTED TO 95% RELATIVE COMPACTION
- 0.20' HOT MIX ASPHALT OVER 0.80' O.G. COMPACTED TO 95% RELATIVE COMPACTION

RETURN DATA

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	50.00	31.28	16.17	35°50'38"



CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00180 & 3000-RC00084	6	20

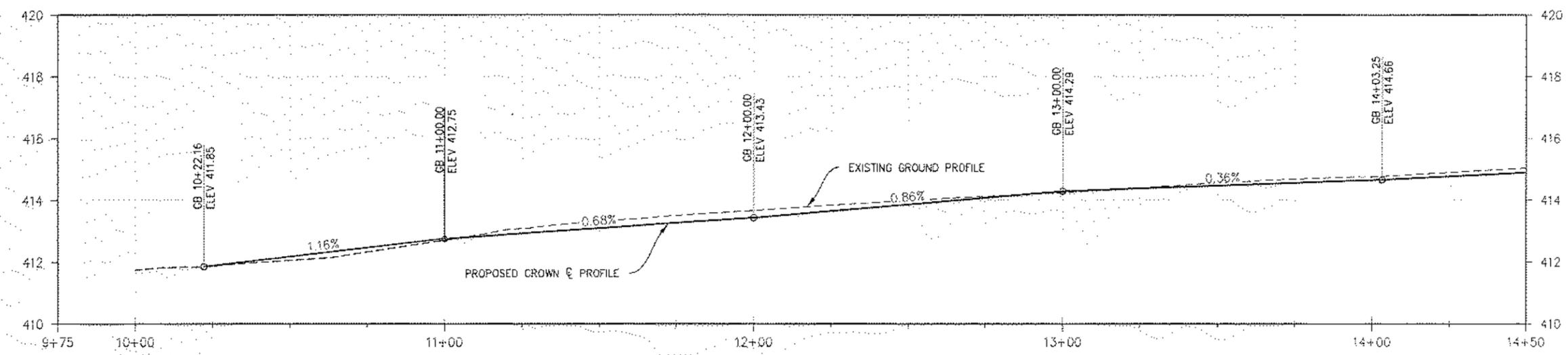
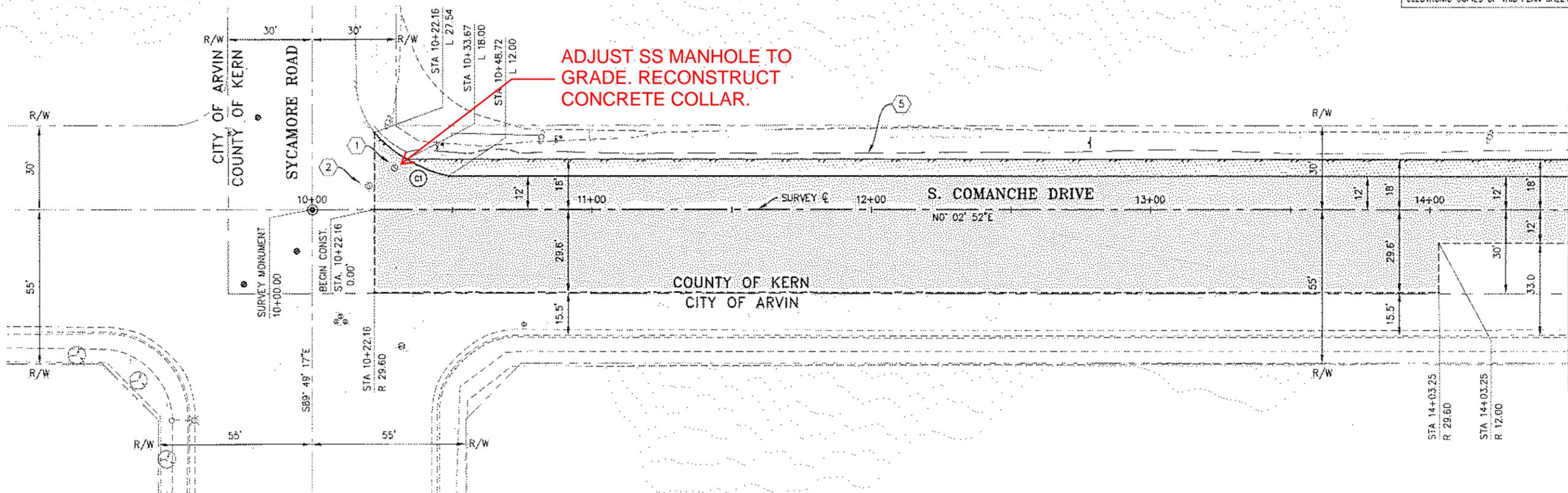
REGISTERED CIVIL ENGINEER

MAY 21, 2019
APPROVAL DATE



THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

USERNAME: SELCANG DWG FILE: K:\ENGINEERING\DESIGN\ENGINEERING\PROJECTS\TRANSPORTATION\16-18\ARVIN\050 S COMANCHE RD - Sycamore Rd to Shane Ct (RECONSTRUCT) (DRAWING) (R0000) - CONSTRUCTION PLANS - UTILITIES
 COUNTY OF KERN - PUBLIC WORKS DEPARTMENT
 ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON
 SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD



CONSTRUCTION PLANS
SCALE: 1"=20'

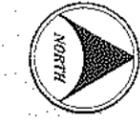
C-1

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS



Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	7	20



REGISTERED CIVIL ENGINEER

MAY 21, 2019
APPROVAL DATE

THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

CONSTRUCTION NOTES/KEYNOTES

- 1 EXISTING UTILITY TO BE ADJUSTED TO GRADE BY UTILITY OWNER
- 2 EXISTING UTILITY TO BE PROTECTED IN PLACE
- 3 CONSTRUCT SURVEY MONUMENT ENCASUREMENT - SEE DETAIL 4 ON SHEET CD-1
- 4 CONSTRUCT HMA - DRIVEWAY TIE-IN - SEE DETAIL 5 ON SHEET CD-1
- 5 DAYLIGHT
- 6 RELOCATE ROADSIDE SIGN - SEE DETAIL 1 ON SHEET CD-1

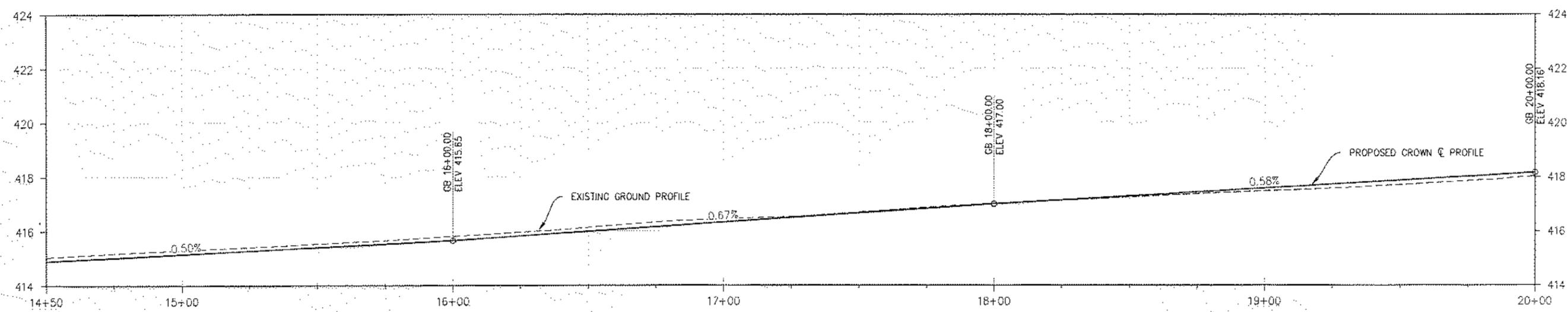
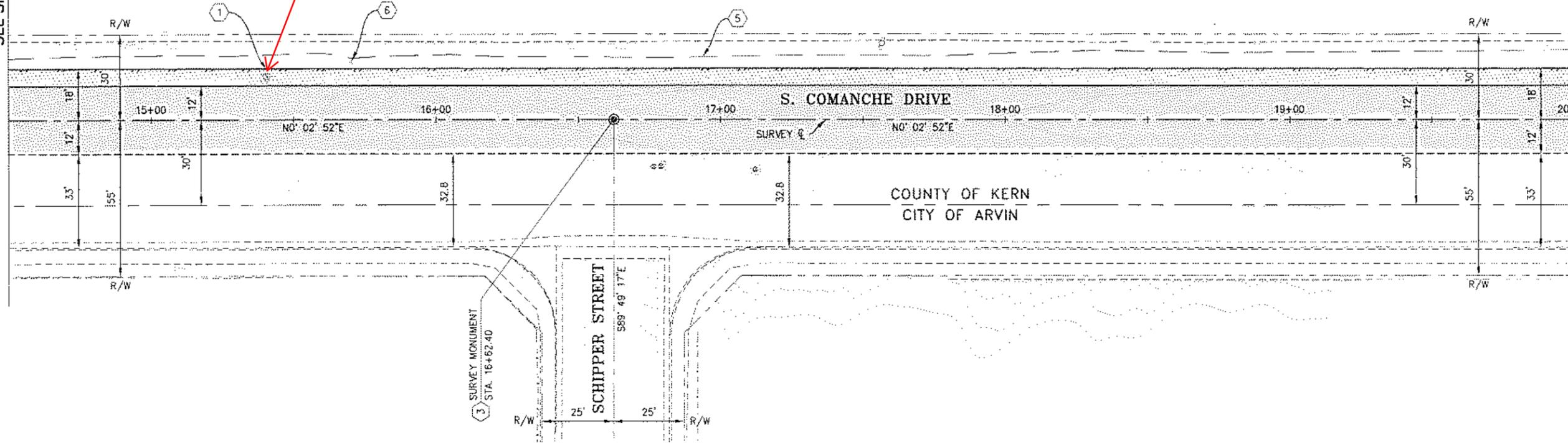
CONSTRUCTION LEGEND

- 0.55' HOT MIX ASPHALT OVER 1.95' O.G. COMPACTED TO 95% RELATIVE COMPACTION
- 0.20' HOT MIX ASPHALT OVER 0.80' O.G. COMPACTED TO 95% RELATIVE COMPACTION

RELOCATE ROADSIDE SIGN - ONE POST					
EXISTING STA.	RELOCATE TO STA.	L/RT	TYPE	INSTALL PER DETAIL	(EA)
15+70	12+78	LT	W3-1	1/CD-1	1

STA. 14+50.00
SEE SHEET C-2

STA. 20+00.00
SEE SHEET C-4



CONSTRUCTION PLANS C-2

SCALE: 1"=20'



USERNAME: SELCAND / THIS FILE: K:\ENGINTECH\DESIGN\ENGINEERING\PROJECTS\TRANSPORTATION\TR 18--SARGENTO S. COMANCHE RE- SYCAMORE DR TO SHANE CT (RECONSTRUCT) \DRAWING\000000 - CONSTRUCTION PLANS - LULUHUS

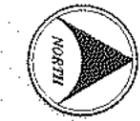
ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD

DESIGNED BY	J. DAMS
CHECKED BY	S. LUX
DATE DRAFTED	12/17/2018
REVISION DATE / REVISION #	

BORDER LAST REVISED:

Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00060 & 3000-RC00084	8	20



REGISTERED CIVIL ENGINEER
 MAY 21, 2019
 APPROVAL DATE

THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



CONSTRUCTION NOTES/KEYNOTES

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- 4 CONSTRUCT HMA - DRIVEWAY TIE-IN - SEE DETAIL 5 ON SHEET CD-1
- 5 DAYLIGHT
- 6 RELOCATE ROADSIDE SIGN - SEE DETAIL 1 ON SHEET CD-1

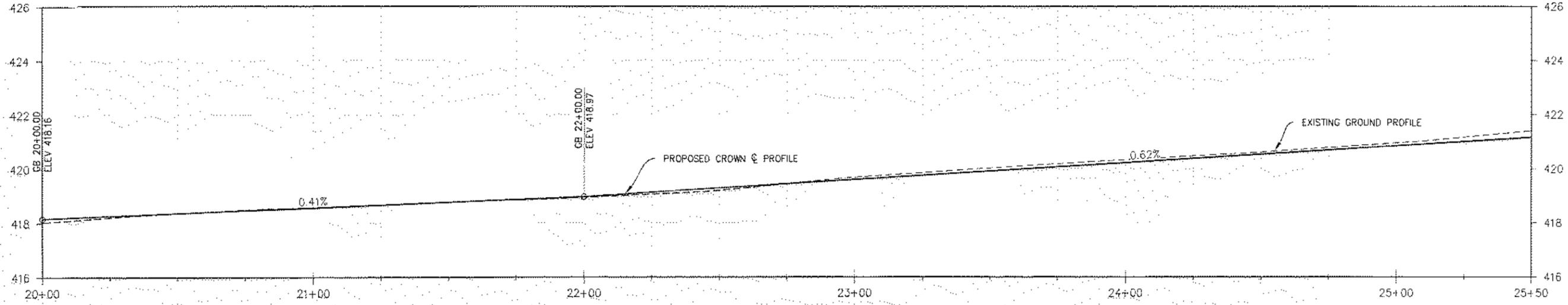
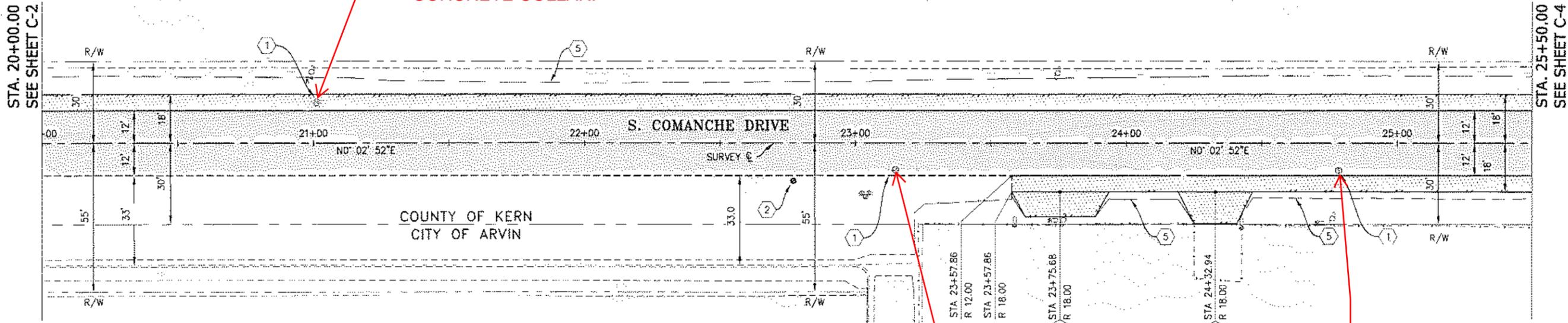
CONSTRUCTION LEGEND

- 0.55' HOT MIX ASPHALT OVER 1.95' O.G. COMPACTED TO 95% RELATIVE COMPACTION
- 0.20' HOT MIX ASPHALT OVER 0.80' O.G. COMPACTED TO 95% RELATIVE COMPACTION

ADJUST SS MANHOLE TO GRADE RECONSTRUCT CONCRETE COLLAR.

ADJUST SS MANHOLE TO GRADE RECONSTRUCT CONCRETE COLLAR.

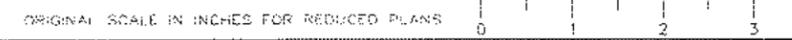
ADJUST SS CLEANOUT FRAME TO GRADE. RECONSTRUCT CONCRETE COLLAR.



CONSTRUCTION PLANS
 SCALE: 1"=20'
 C-3

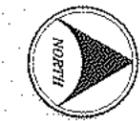
USER NAME: SELCAND COUNTY OF KERN - PUBLIC WORKS DEPARTMENT ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD

DESIGNED BY	DESIGNED BY	DESIGNED BY	DESIGNED BY
J. DAVIS	J. DAVIS	J. DAVIS	J. DAVIS
CHECKED BY	CHECKED BY	CHECKED BY	CHECKED BY
S. LUX	S. LUX	S. LUX	S. LUX
DRAWN BY	DRAWN BY	DRAWN BY	DRAWN BY
DATE DRAWN	DATE DRAWN	DATE DRAWN	DATE DRAWN
12/7/2018	12/7/2018	12/7/2018	12/7/2018
REVISION DATE / REVISION #			



Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	9	20



REGISTERED CIVIL ENGINEER

MAY 21, 2019
APPROVAL DATE



THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

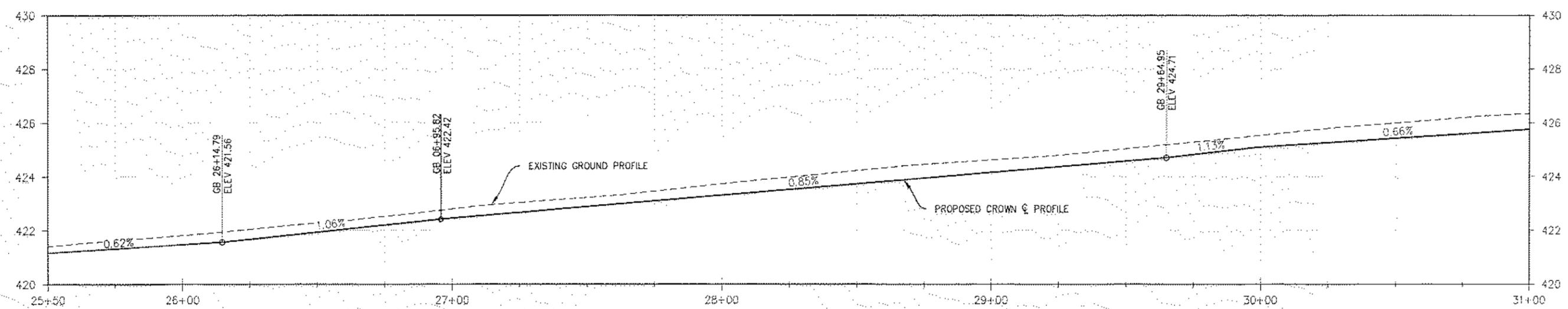
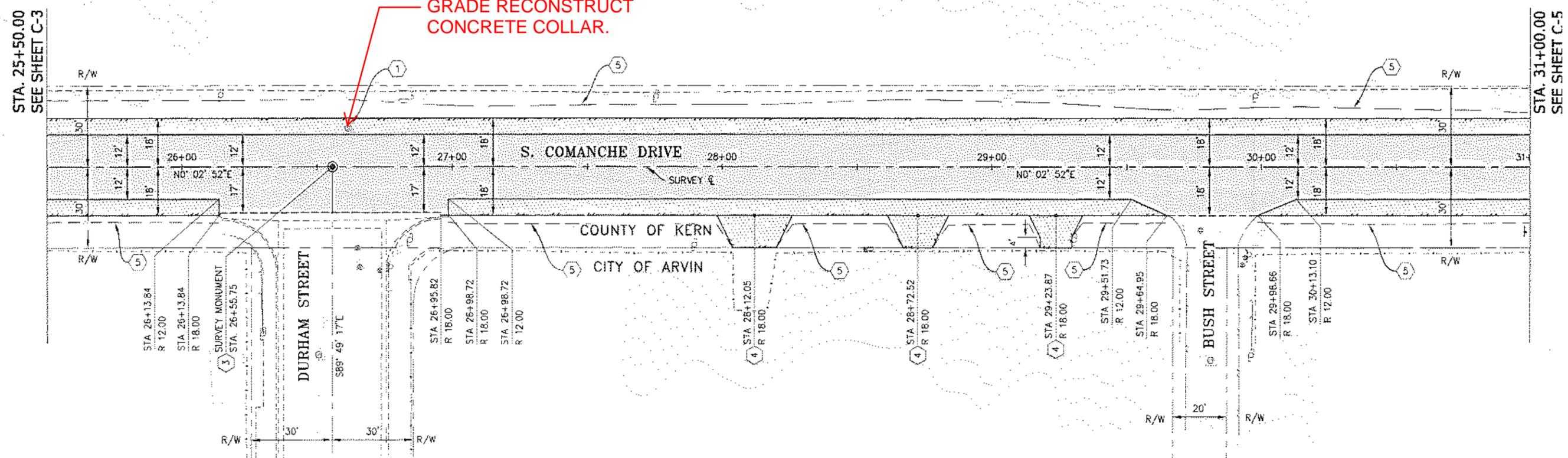
CONSTRUCTION NOTES/KEYNOTES

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- 6 RELOCATE ROADSIDE SIGN - SEE DETAIL 1 ON SHEET CD-1

CONSTRUCTION LEGEND

- 0.55' HOT MIX ASPHALT OVER 1.95' O.G. COMPACTED TO 95% RELATIVE COMPACTION
- 0.20' HOT MIX ASPHALT OVER 0.80' O.G. COMPACTED TO 95% RELATIVE COMPACTION

ADJUST SS MANHOLE TO GRADE
RECONSTRUCT CONCRETE COLLAR.



CONSTRUCTION PLANS
SCALE: 1"=20'

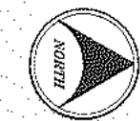
C-4

USERNAME: SJI.CAUD
 COUNTY OF KERN - PUBLIC WORKS DEPARTMENT
 ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD
 DRAWN BY: S. LUX
 CHECKED BY: S. LUX
 DATE DESIGNED: 7/17/2018
 DATE DRAUGHT: 7/17/2018
 4 DMS
 5. ELCAD
 REVISOR DATE/REVISION #
 REVISION #
 REVISION #
 REVISION #
 REVISION #
 REVISION #



Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	10	20



REGISTERED CIVIL ENGINEER

MAY 21, 2019
APPROVAL DATE



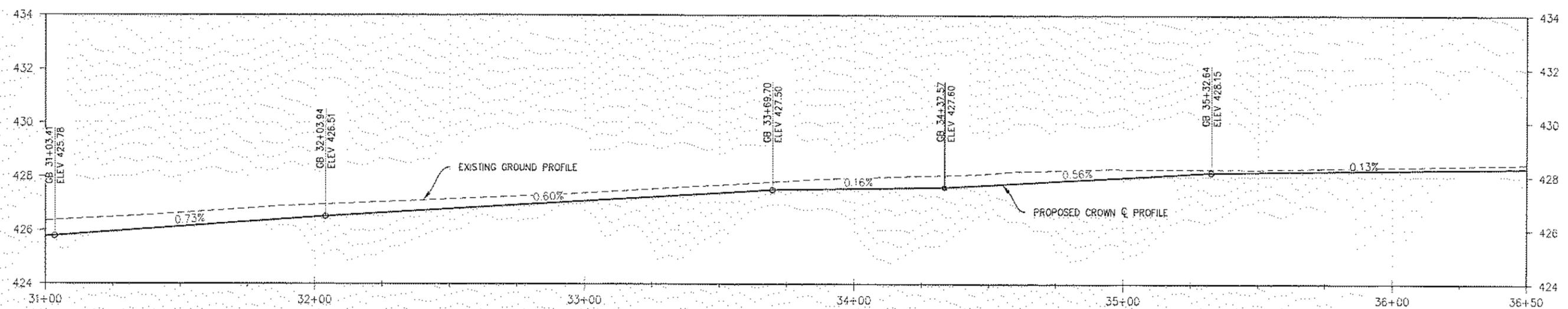
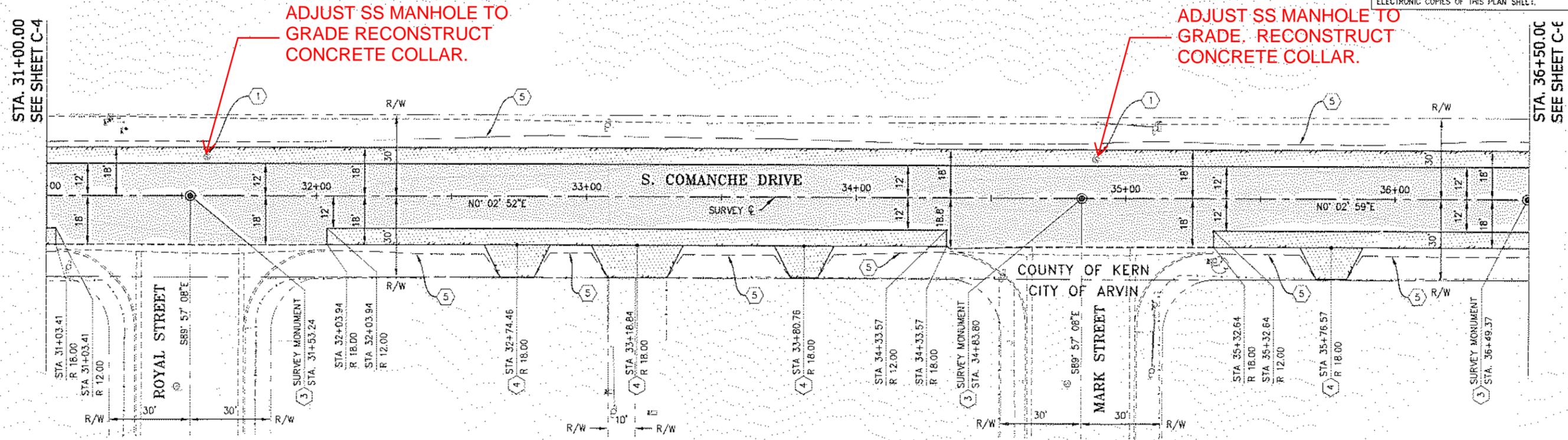
THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

CONSTRUCTION NOTES/KEYNOTES

- 1 EXISTING UTILITY TO BE ADJUSTED TO GRADE BY UTILITY OWNER
- 2 EXISTING UTILITY TO BE PROTECTED IN PLACE
- 3 CONSTRUCT SURVEY MONUMENT ENCASEMENT - SEE DETAIL 4 ON SHEET CD-1
- 4 CONSTRUCT HMA - DRIVEWAY TIE-IN - SEE DETAIL 5 ON SHEET CD-1
- 5 DAYLIGHT
- 6 RELOCATE ROADSIDE SIGN - SEE DETAIL 1 ON SHEET CD-1

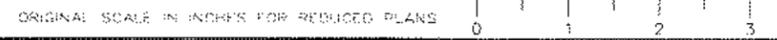
CONSTRUCTION LEGEND

- 0.55' HOT MIX ASPHALT OVER 1.95' O.G. COMPACTED TO 95% RELATIVE COMPACTION
- 0.20' HOT MIX ASPHALT OVER 0.80' O.G. COMPACTED TO 95% RELATIVE COMPACTION



CONSTRUCTION PLANS

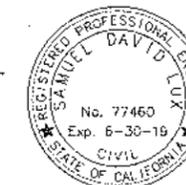
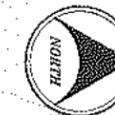
C-5
SCALE: 1"=20'



COUNTY OF KERN - PUBLIC WORKS DEPARTMENT
 ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD
 USER NAME: SELCAHO
 DWG FILE: K:\ENGINEERING\DESIGN\ENGINEERING\PROJECTS\TRANSPORTATION\16-15\RC00080 & 3000-RC00084\16-15\RC00080 & 3000-RC00084 - CONSTRUCTION PLANS - UTILITIES

Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	12	20



REGISTERED CIVIL ENGINEER

MAY 21, 2019
APPROVAL DATE

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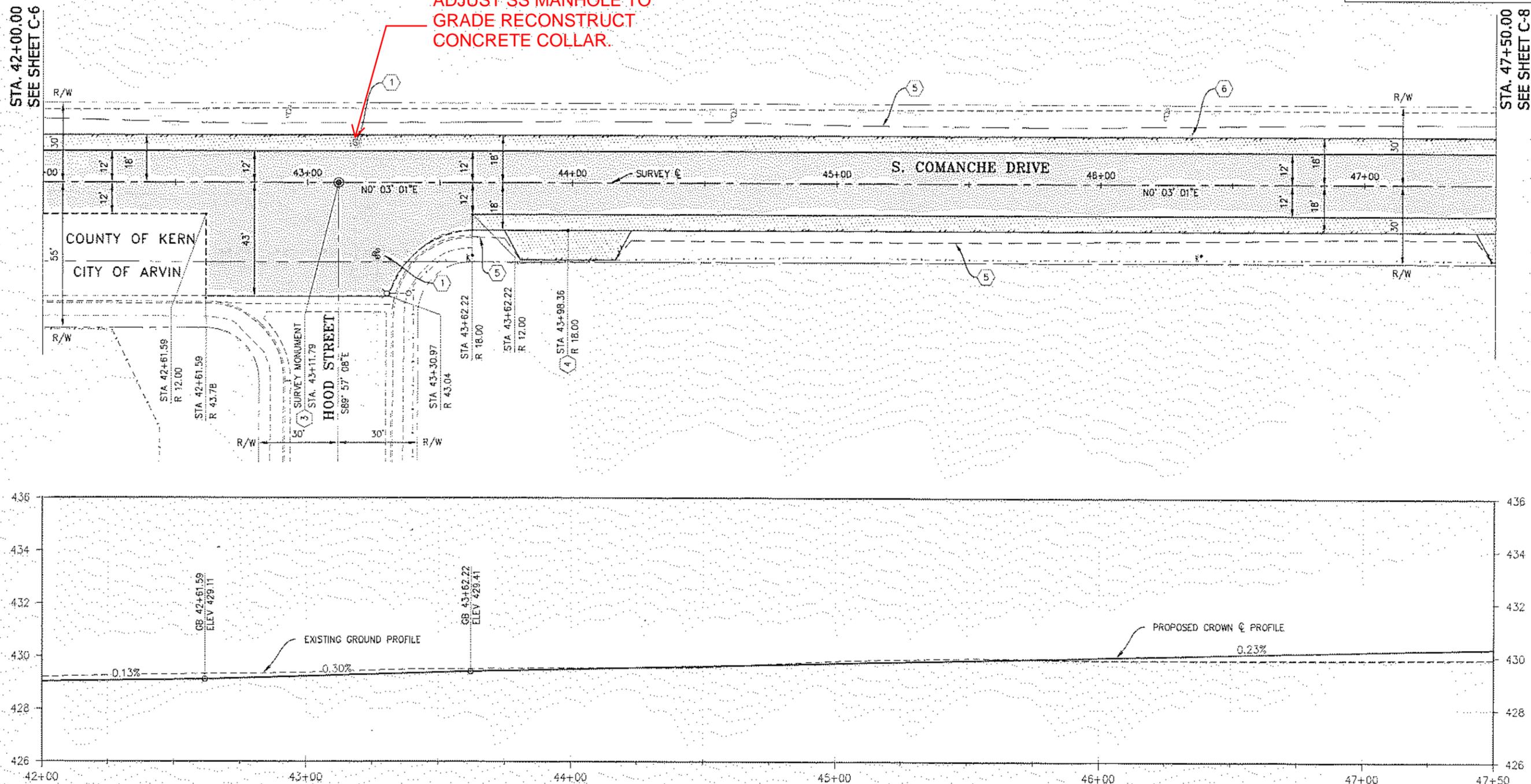
CONSTRUCTION NOTES/KEYNOTES

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- 5 DAYLIGHT
- 6 RELOCATE ROADSIDE SIGN - SEE DETAIL 1 ON SHEET CD-1

CONSTRUCTION LEGEND

- 0.55' HOT MIX ASPHALT OVER 1.95' O.G. COMPACTED TO 95% RELATIVE COMPACTION
- 0.20' HOT MIX ASPHALT OVER 0.80' O.G. COMPACTED TO 95% RELATIVE COMPACTION

EXISTING STA.	RELOCATE TO STA.	LT/RT	TYPE	INSTALL PER DETAIL	(EA)
46+34	47+82	LT	S4-3P & R2-1 & S4-2P	1/CD-1	1



ADJUST SS MANHOLE TO GRADE RECONSTRUCT CONCRETE COLLAR.

CONSTRUCTION PLANS
SCALE: 1"=20'
C-7

USER NAME: SLLCAND
 COUNTY OF KERN - PUBLIC WORKS DEPARTMENT
 ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD
 DWG FILE: K:\ENGINEERING\DESIGN ENGINEERING\PROJECTS\TRANSPORTATION\19-18-19\RECORD S. COMANCHE RD - SYCAMORE RD TO SHANE CT (RECONSTRUCT HOOD STREET)\PC00080 - CONSTRUCTION PLANS - UTILITIES

4. DMS
 5. LUX
 4. DMS
 5. LUX
 4. DMS
 5. LUX

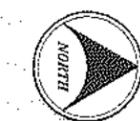
DESIGNED BY
 CHECKED BY
 S. ELCAND
 DATE DRAFTED
 12/17/2018

REVISION #
 REVISION #
 REVISION #

BORDER LAST REVISED: ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3

Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	13	20



REGISTERED CIVIL ENGINEER

MAY 21, 2019
APPROVAL DATE

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CONSTRUCTION NOTES/KEYNOTES

- 1 EXISTING UTILITY TO BE ADJUSTED TO GRADE BY UTILITY OWNER
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- 5 DAYLIGHT
- 6 RELOCATE ROADSIDE SIGN - SEE DETAIL 1 ON SHEET CD-1

CONSTRUCTION LEGEND

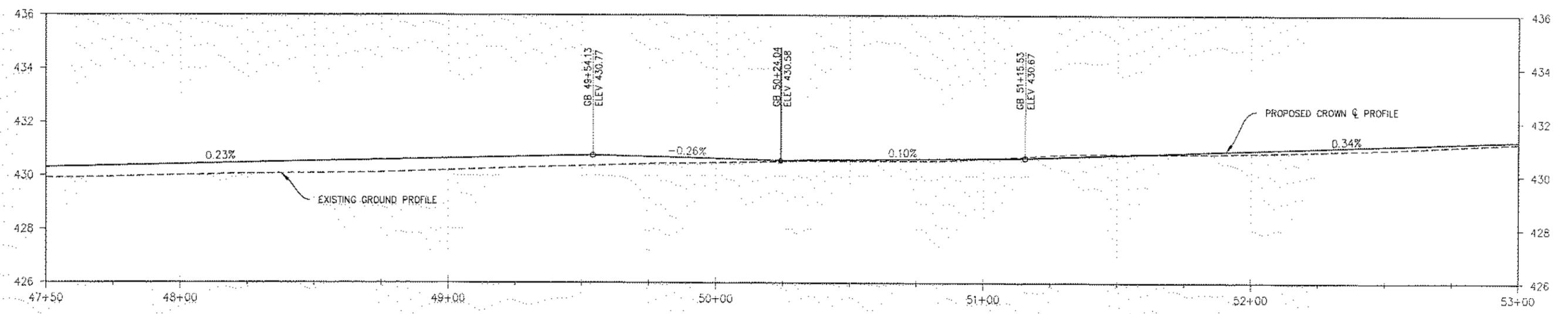
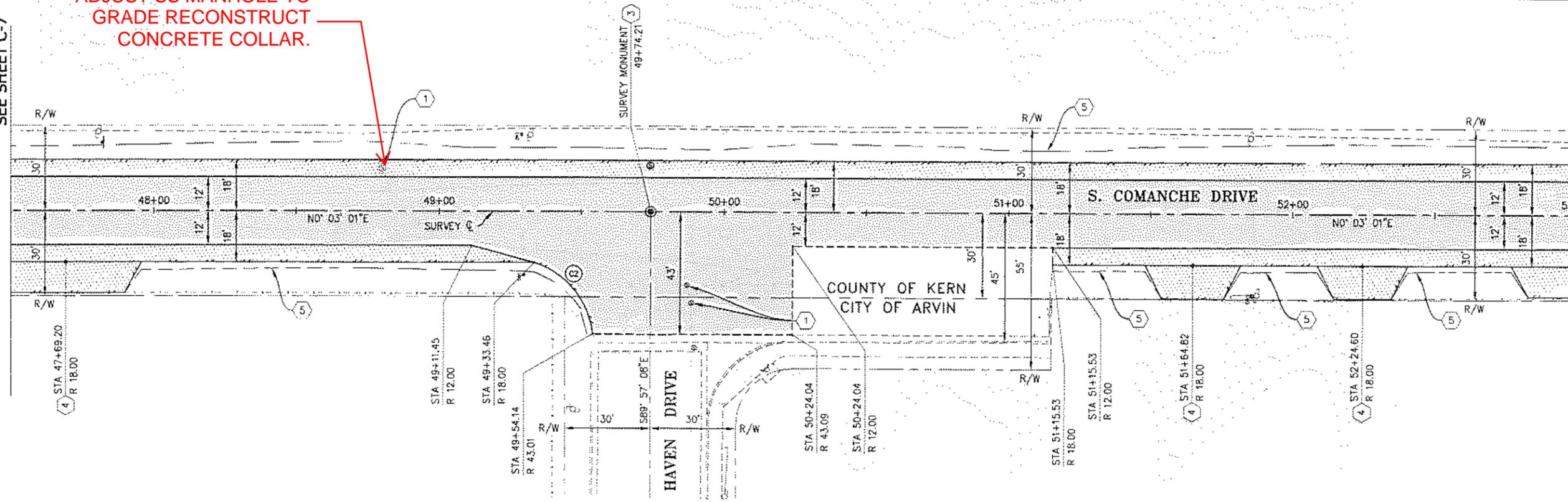
- 0.55' HOT MIX ASPHALT OVER 1.95' O.G. COMPACTED TO 95% RELATIVE COMPACTION
- 0.20' HOT MIX ASPHALT OVER 0.80' O.G. COMPACTED TO 95% RELATIVE COMPACTION

RETURN DATA				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C2	30.00	34.29	19.29	65°27'44"

ADJUST SS MANHOLE TO GRADE RECONSTRUCT CONCRETE COLLAR.

STA. 47+50.00
SEE SHEET C-7

STA. 53+00.00
SEE SHEET C-9



CONSTRUCTION PLANS
SCALE: 1"=20'
C-8

USERNAME: SELCANO D:\DWG FILES\K:\ENGINEERING\DESIGN\ENGINEERING\PROJECTS\TRANSPORTATION\19-15-19\H00080 S COMANCHE RD- SYCAMORE RD TO SHANE CT (CONSTRUCTION) (DRAWING)\H00080 - CONSTRUCTION PLANS - UTILITIES COUNTY OF KERN - PUBLIC WORKS DEPARTMENT

ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD

DESIGNED BY: J. DAMS
CHECKED BY: S. LUX

DRAFTED BY: S. ELCAHO
DATE DRAFTED: 12/17/2018

REVISION DATE/REVISION #
REUSED BY:

BORDER LAST REVISED ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3

Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

USER NAME: BELCAND COUNTY OF KERN - PUBLIC WORKS DEPARTMENT

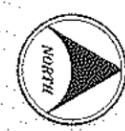
ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD

CONSTRUCTION NOTES/KEYNOTES

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CONSTRUCTION LEGEND

- 0.55' HOT MIX ASPHALT OVER 1.95' O.G. COMPACTED TO 95% RELATIVE COMPACTION
- 0.20' HOT MIX ASPHALT OVER 0.80' O.G. COMPACTED TO 95% RELATIVE COMPACTION

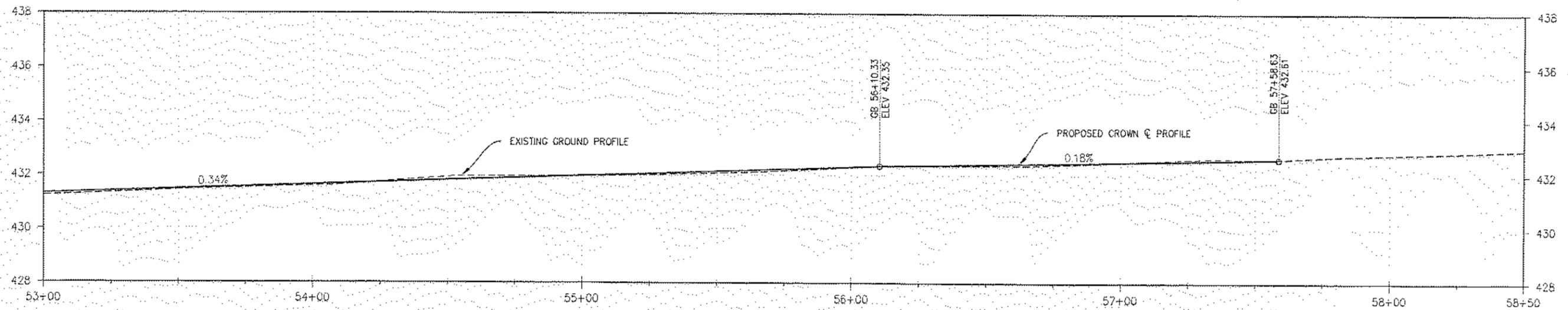
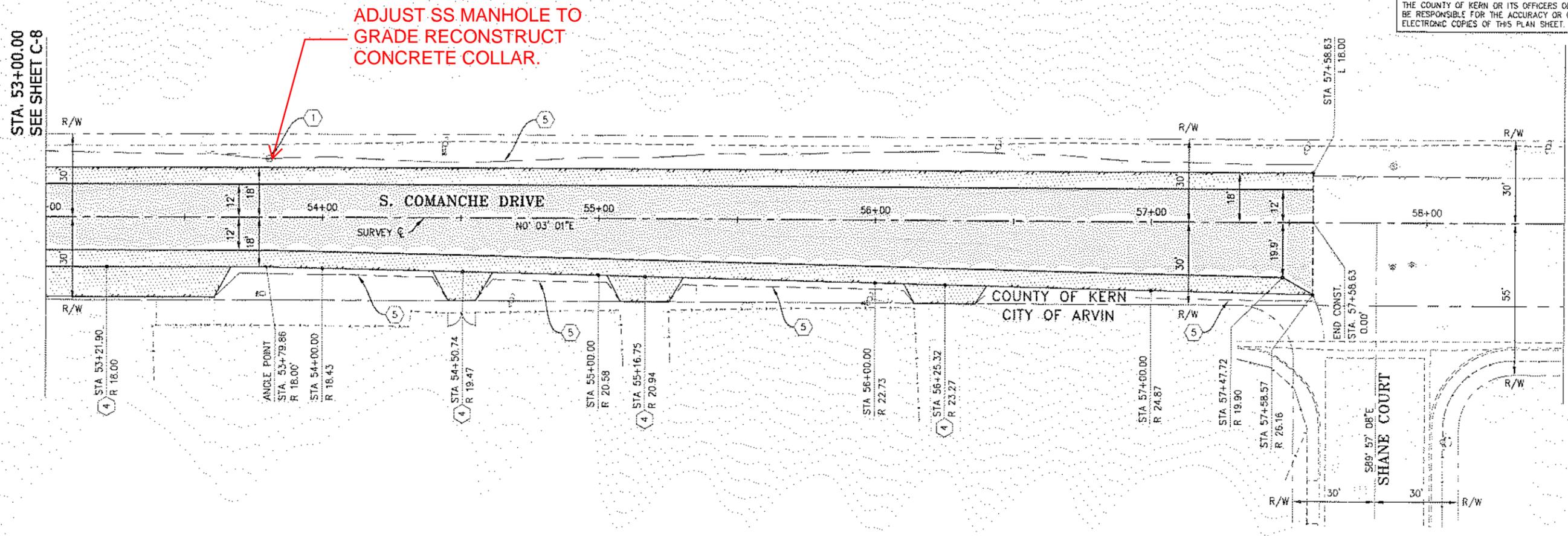


CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	14	20

REGISTERED CIVIL ENGINEER

MAY 21, 2019
APPROVAL DATE

THE COUNTY OF KERN OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



CONSTRUCTION PLANS C-9

SCALE: 1"=20'



Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

USER NAME: AMANPCJ DWG FILE: K:\ENGINEERING\DESIGN\ENGINEERING\PROJECTS\TRANSPORTATION\18-15A\CD0080 & 3000\CD-1.DWG PROJECT NO: 18-15A SHEET NO: 15 CONTRACT # 3000-RC00080 & 3000-RC00084 PROJECT # 3000-RC00080 & 3000-RC00084 SHEET NO. 15 TOTAL SHEETS 20

1 INSTALL ROADSIDE SIGN - SHOULDER

14 GAUGE GALV. STD WT. STL. PERFORATED 2" SQUARE PIPE W/ 7/16" PREPUNCHED HOLES ON 1" CENTERS

6"

7'

2'-4"

12"

8"x1/4" ROD OR BOLT CAST INTO CONC.

MINOR CONCRETE

FINISH GRADE

E.T.W.

MOUNTING REQUIREMENTS (IF NECESSARY)
 SIGN PANELS SHALL BE MOUNTED WITH 3/8" ALL ALUMINUM DRIVE RIVET WITH WASHERS. SIGNS MOUNTED ON SIGNAL OR OTHER POLES SHALL BE ATTACHED WITH STAINLESS STEEL STRAPS WITH 5/16" THREADED STAINLESS STEEL STRAPPING FLARED LEG BRACKETS. DRILLED HOLES SHALL NOT EXCEED DIAMETER OF BOLT MORE THAN 1/16". TOP OF POST IS TO BE BELOW TOP OF SIGN PANEL BY NO MORE THAN 1.5".

2 INSTALL STREET SIGN - SIDEWALK

ALTERNATE LOCATION TO BE USED WHEN THE SIDEWALK EXTENDS FROM THE CURB TO THE PROPERTY LINE, PARTICULARLY IN COMMERCIAL AREAS. A MINIMUM OF 4' CLEARANCE IS REQUIRED FROM BACK OF SIDEWALK TO EDGE OF SIGN POST.

14 GAUGE GALV. STD WT. STL. PERFORATED 2" SQUARE PIPE W/ 7/16" PREPUNCHED HOLES ON 1" CENTERS

7'

6"

BACK OF SIDEWALK

6"x1/4" ROD OR BOLT CAST INTO CONCRETE

MINOR CONCRETE

24"

3" CLR.

8" MIN.

PROVIDE SLEEVE IF SIGN IS INSTALLED AT THIS LOCATION

WHEN PLACED IN EXISTING SIDEWALK, SIDEWALK SHALL BE CORE DRILLED, AND INSTALLED ON A 2 1/4" SQUARE x 24" LONG SLEEVE.

MOUNTING REQUIREMENTS (IF NECESSARY)
 SIGN PANELS SHALL BE MOUNTED WITH 3/8" ALL ALUMINUM DRIVE RIVET WITH WASHERS. SIGNS MOUNTED ON SIGNAL OR OTHER POLES SHALL BE ATTACHED WITH STAINLESS STEEL STRAPS WITH 5/16" THREADED STAINLESS STEEL STRAPPING FLARED LEG BRACKETS. DRILLED HOLES SHALL NOT EXCEED DIAMETER OF BOLT MORE THAN 1/16". TOP OF POST IS TO BE BELOW TOP OF SIGN PANEL BY NO MORE THAN 1.5".

3 INSTALL SIGNS - TABLE

INSTALL SIGNS--ONE POST (S. COMANCHE DRIVE)				
STATION	LT/RT	TYPE	INSTALL PER DETAIL	(EA)
10+82	RT	R26(CA) & RB1(CA) & RB1A(CA)	2/CD-1	1
12+20	LT	RB1(CA) & RB1B(CA)	1/CD-1	1
12+83	RT	R26(CA) & RB1(CA)	2/CD-1	1
14+83	RT	R26(CA) & RB1(CA)	2/CD-1	1
16+12	LT	RB1(CA)	1/CD-1	1
17+22	RT	R26(CA) & RB1(CA)	2/CD-1	1
19+23	RT	R26(CA) & RB1(CA)	2/CD-1	1
21+23	RT	R26(CA) & RB1(CA)	2/CD-1	1
23+00	LT	RB1(CA)	1/CD-1	1
23+30	RT	RB1(CA)	1/CD-1	1
26+15	LT	RB1(CA)	1/CD-1	1
27+01	RT	RB1(CA)	1/CD-1	1
29+52	LT	RB1(CA)	1/CD-1	1
30+17	RT	RB1(CA)	1/CD-1	1
31+03	LT	RB1(CA)	1/CD-1	1
32+08	RT	RB1(CA)	1/CD-1	1
34+34	LT	RB1(CA)	1/CD-1	1
35+29	RT	RB1(CA)	1/CD-1	1
41+32	RT	RB1(CA)	1/CD-1	1
42+61	LT	RB1(CA)	1/CD-1	1
43+67	RT	RB1(CA)	1/CD-1	1
49+09	LT	RB1(CA)	1/CD-1	1
50+28	RT	RB1(CA)	2/CD-1	1
55+92	RT	RB1(CA) & RB1B(CA)	1/CD-1	1
57+31	LT	RB1(CA) & RB1A(CA)	1/CD-1	1
				25

4 SURVEY MONUMENT ENCASEMENT

SAWCUT AS NEEDED - SEE PLAN

2'

1" Ø HOLE

MINOR CONCRETE

10 3/4" Ø x 1/2" STRUCTURAL STEEL PIPE

10 3/4"

9 1/2" O.D.

1/2" CHAMFER

1/4"

12" MIN.

3/16"

MINOR CONCRETE

10" STANDARD WEIGHT PIPE

MONUMENT TO BE FURNISHED AND SET BY OTHERS

SECTION N-N

MONUMENT LID DETAIL

TEXT SIZE: 1.0" (ENGRAVED)

KERN COUNTY PUBLIC WORKS

STA.	"W"	"W2"	"L"	SIDE
23+75.68	26	5	9	R
24+32.94	16	6	12	R
28+12.05	16	6	13	R
28+72.52	11	6	12	R
29+23.87	12	4	8	R
32+74.46	13	6	13	R
33+18.84	22	6	13	R
33+80.76	10	6	12	R
35+76.57	11	6	12	R
37+43.40	45	6	13	R
43+98.36	36	6	11	R
47+69.20	41	6	11	R
51+64.82	22	6	12	R
52+24.60	20	6	12	R
53+21.90	78	6	11	R
54+50.40	10	6	12	R
55+16.75	17	6	12	R
56+25.32	22	6	12	R

5 TYPICAL HMA DRIVEWAY TIE-IN

LEGEND

- 0.20" ASPHALT CONCRETE OVER 0.80" O.G. COMPACTED TO 95% RELATIVE COMPACTION
- 0.55" ASPHALT CONCRETE OVER 1.95" O.G. COMPACTED TO 95% RELATIVE COMPACTION

W2"

W"

W2"

STA

MATCH EXISTING

STRAIGHT GRADE 10% MAX

GRADE TO DRAIN

5%

2% TYP.

6'

NEW EP

17'

18'

DRIVEWAY SECTION A-A

18'

DRIVEWAY "L"

12'

6'

2'

2%

2%

5%

10% MAX

MATCH EXISTING

E.G.

E.G.

0.55" A.C. OVER 1.95" O.G. COMPACTED TO 95% RELATIVE COMPACTION

0.20" A.C. OVER 0.80" O.G. COMPACTED TO 95% RELATIVE COMPACTION

Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

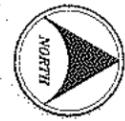
USERNAME: SELCAND PWS FILE: K:\HIGHWAY\DESIGN\ENGINEERING\PROJECTS\TRANSPORTATION\18-18\KERN\18-18\COMANCHE RD - SYCAMORE RD TO SHANE CT (RCONSTRUCT)\DRAWINGS\CONSTRUCTION - PAVEMENT DELINEATION

COUNTY OF KERN - PUBLIC WORKS DEPARTMENT
ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON
SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD

DESIGNED BY	J. DAVIS
CHECKED BY	S. LUX
DRAWN BY	S. ELICAND
DATE DRAFTED	11/23/2018
REVISION DATE	
REVISION #	
REVISOR	

- STRIPING AND SIGN LEGEND:**
- # STRIPING DETAIL # PER CALTRANS STANDARD PLANS
 - ||| LIMIT LINE (12" WHITE LINE THERMOPLASTIC)
 - ↑ BEGIN/END OF TRAFFIC STRIPE DETAIL
 - ↔ CONSTRUCT (TYPE IV) L/R ARROW PER CALTRANS STANDARD A24A
 - ↑ INSTALL SIGN - PER MUTCD SEE DETAIL 3 ON SHEET CD-1
 - SXX-X STATION OFFSET
XX XX (CA) SIGN NUMBER WITH DESIGNATION SEE DETAIL 3 ON SHEET CD-1

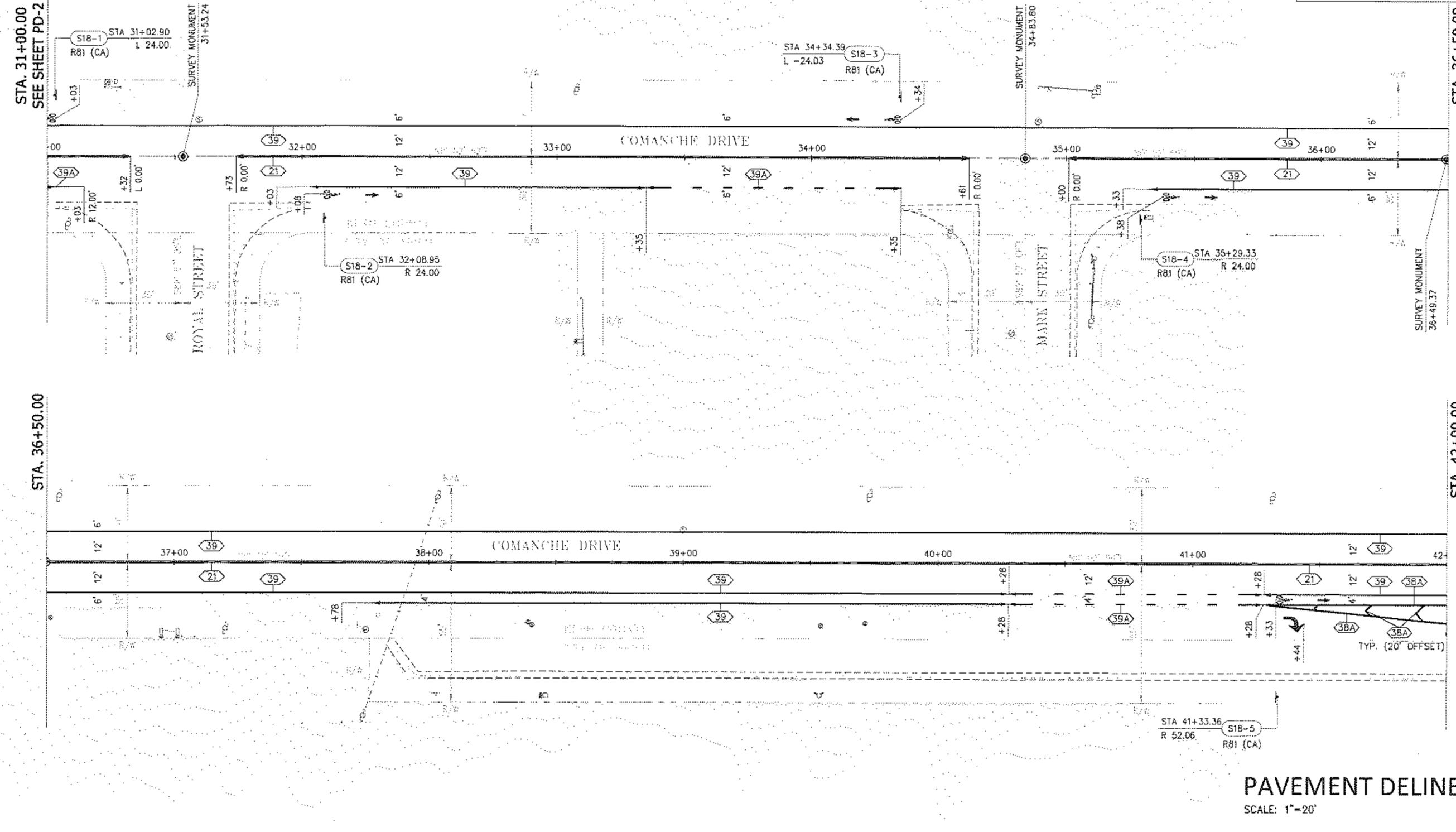
- PAVEMENT MARKING NOTES:**
1. ALL PAVEMENT MARKINGS ARE THERMOPLASTIC
 2. ALL WORD PAVEMENT MARKINGS PER CALTRANS STANDARDS
 3. WHITE PAVEMENT MARKING EXCEPT FOR "SCHOOL"
 4. "SCHOOL" PAVEMENT MARKING TO BE YELLOW



CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	18	20

REGISTERED CIVIL ENGINEER
MAY 21, 2019
 APPROVAL DATE

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PAVEMENT DELINEATION
 SCALE: 1"=20'
PD-3



Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

STRIPING AND SIGN LEGEND:

- STRIPING DETAIL # PER CALTRANS STANDARD PLANS
- LIMIT LINE (12" WHITE LINE THERMOPLASTIC)
- BEGIN/END OF TRAFFIC STRIPE DETAIL
- CONSTRUCT (TYPE IV) L/R ARROW PER CALTRANS STANDARD A24A
- INSTALL SIGN - PER MUTCD SEE DETAIL 3 ON SHEET CD-1
- STATION XX XX (CA) OFFSET SIGN NUMBER WITH DESIGNATION SEE DETAIL 3 ON SHEET CD-1

PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS ARE THERMOPLASTIC
2. ALL WORD PAVEMENT MARKINGS PER CALTRANS STANDARDS
3. WHITE PAVEMENT MARKING EXCEPT FOR "SCHOOL"
4. "SCHOOL" PAVEMENT MARKING TO BE YELLOW



CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	19	20

REGISTERED CIVIL ENGINEER
 MAY 21, 2019
 APPROVAL DATE

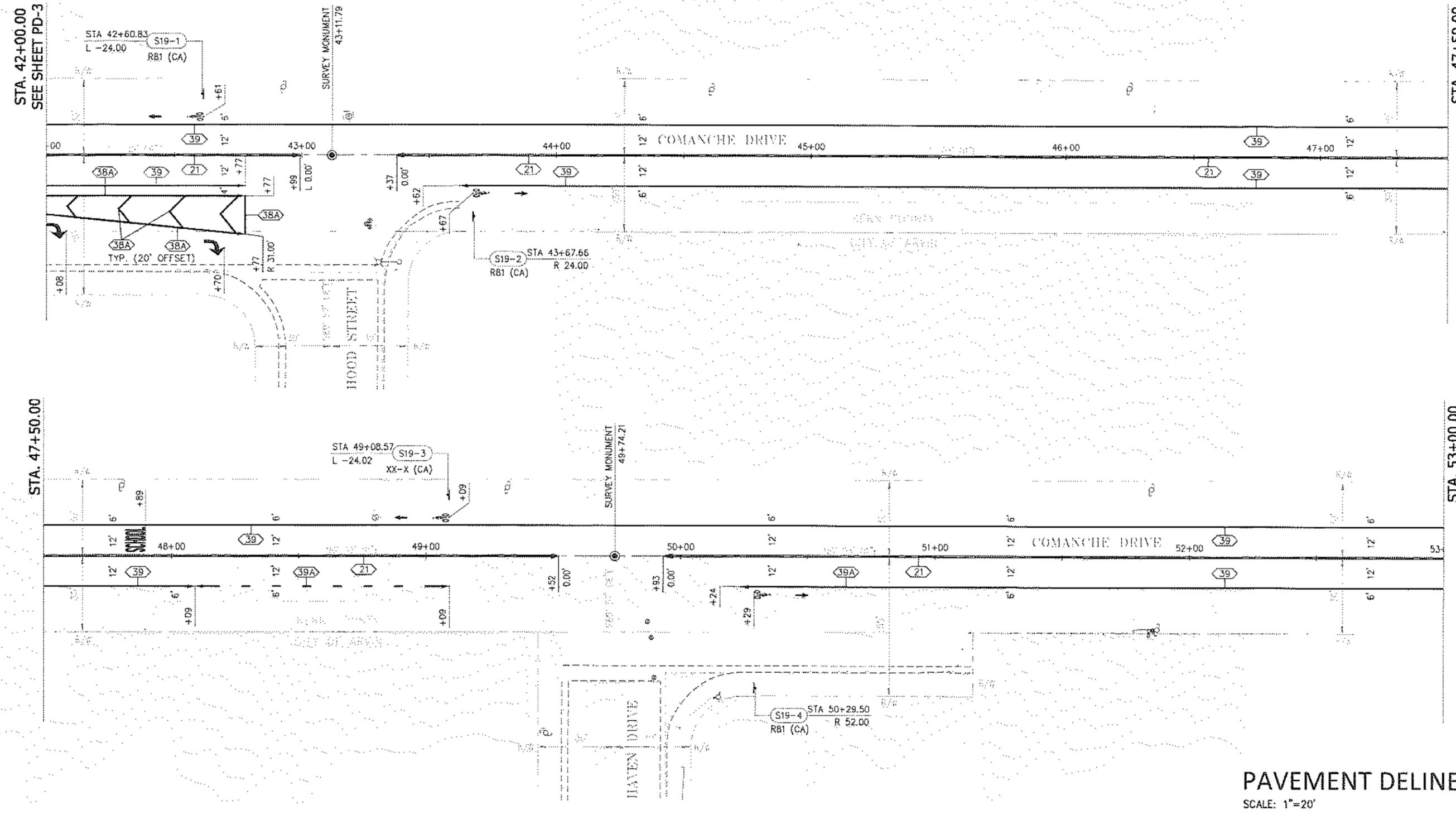
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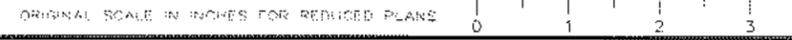
USER NAME: SELCANG DWG FILE: K:\ENGINEERING\DESIGN\ENGINEERING\PROJECTS\TRANSPORTATION\16-18\16-RC00080 S COMANCHE RD - SYCAMORE RD TO SHANE CT (RECONSTRUCT) (DRAWING) (PC000280) - PAVEMENT DELINEATION

DESIGNED BY	J. DAVIS
CHECKED BY	S. LUX
DRAWN BY	S. ELCANO
DATE DRAFTED	11/23/2015
REVISION #	REVISOR

COUNTY OF KERN - PUBLIC WORKS DEPARTMENT
 ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON
 SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD



PAVEMENT DELINEATION
 SCALE: 1"=20'
 PD-4



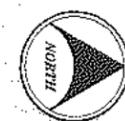
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STRIPING AND SIGN LEGEND:

- STRIPING DETAIL # PER CALTRANS STANDARD PLANS
- LIMIT LINE (12" WHITE LINE THERMOPLASTIC)
- BEGIN/END OF TRAFFIC STRIPE DETAIL
- CONSTRUCT (TYPE IV) L/R ARROW PER CALTRANS STANDARD A24A
- BIKE LINE SYMBOL PER CALTRANS STD. PLAN A24A AND A24C
- INSTALL SIGN - PER MUTCD SEE DETAIL 3 ON SHEET CD-1
- STATION OFFSET
XX XX (CA) SIGN NUMBER WITH DESIGNATION SEE DETAIL 3 ON SHEET CD-1

PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS ARE THERMOPLASTIC
2. ALL WORD PAVEMENT MARKINGS PER CALTRANS STANDARDS
3. PAVEMENT MARKINGS SHALL BE WHITE EXCEPT FOR "SCHOOL"
4. "SCHOOL" PAVEMENT MARKING SHALL BE YELLOW



CONTRACT #	PROJECT #	SHEET NO.	TOTAL SHEETS
19087	3000-RC00080 & 3000-RC00084	20	20

REGISTERED CIVIL ENGINEER

MAY 21, 2019
APPROVAL DATE



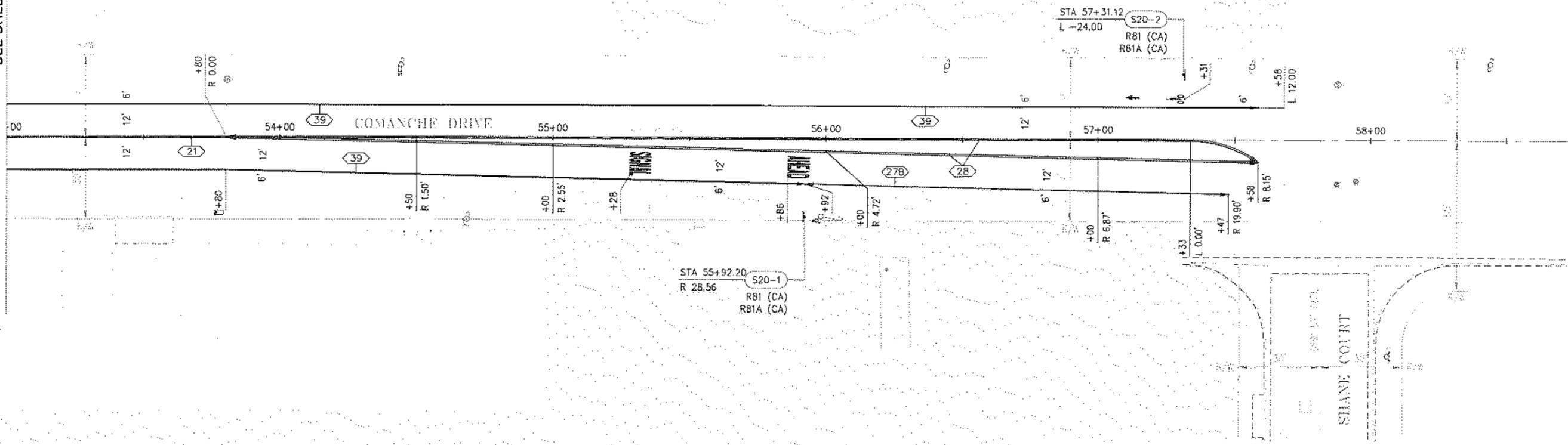
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USER:MANE_SILCAIG; DWG FILE: K:\ENGINEERING\DESIGN\ENGINEERING\PROJECTS\TRANSPORTATION\TR 16--SAPALOCORR 5 COMANCHE RD--SYCAMORE RD TO SHANE CT (PUBLIC WORKS) (PROJECTS)\DRAWINGS\RECORD -- PAVEMENT DELINEATION

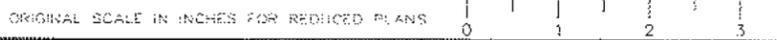
ROAD RESURFACING AND SHOULDER IMPROVEMENTS ON SOUTH COMANCHE DRIVE FROM SHANE COURT TO SYCAMORE ROAD

REVISION DATE / REVISION #	DESIGNED BY	CHECKED BY
11/23/2015	S. LUX	S. LUX

STA. 53+00.00
SEE SHEET PD-4



PAVEMENT DELINEATION PD-5
SCALE: 1"=20'



Attachment: Exhibit A attachments - plans and pictures (Reso Accepting Bid From & Awarding Contract to Granite Construction for Comanche

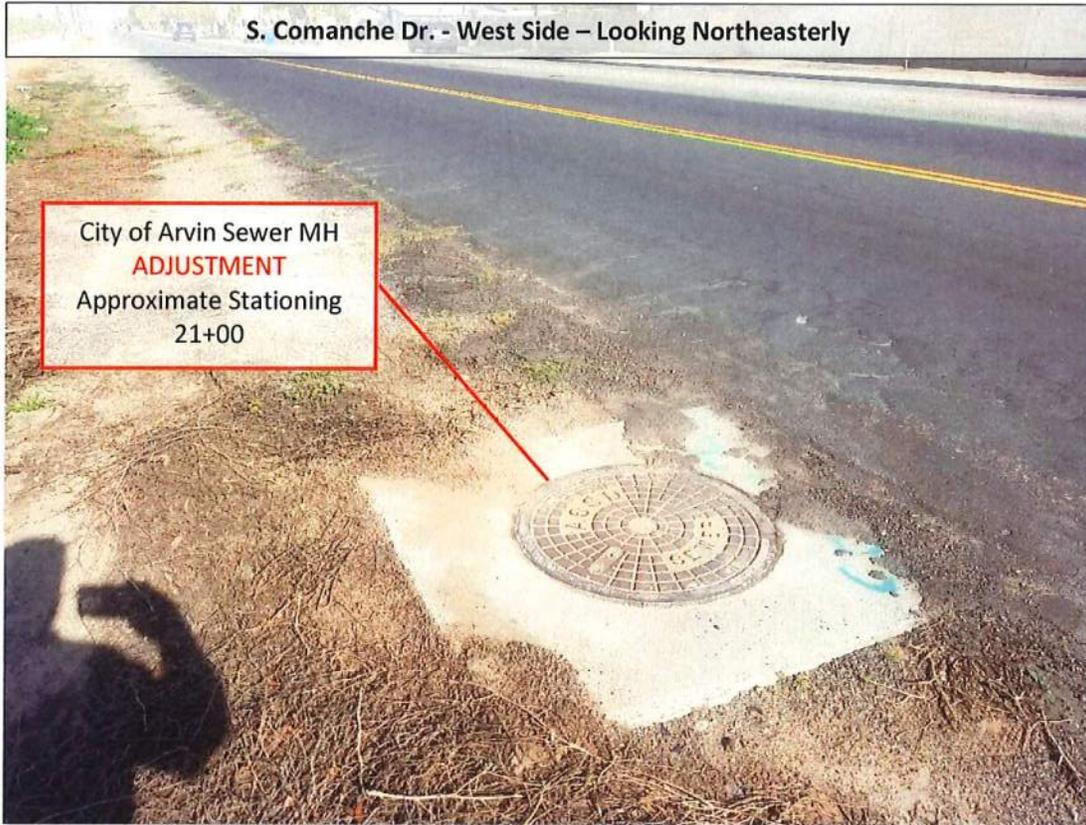
S. Comanche Dr. (From Sycamore Rd. to Shane Ct.)

City of Arvin



S. Comanche Dr. (From Sycamore Rd. to Shane Ct.)

City of Arvin



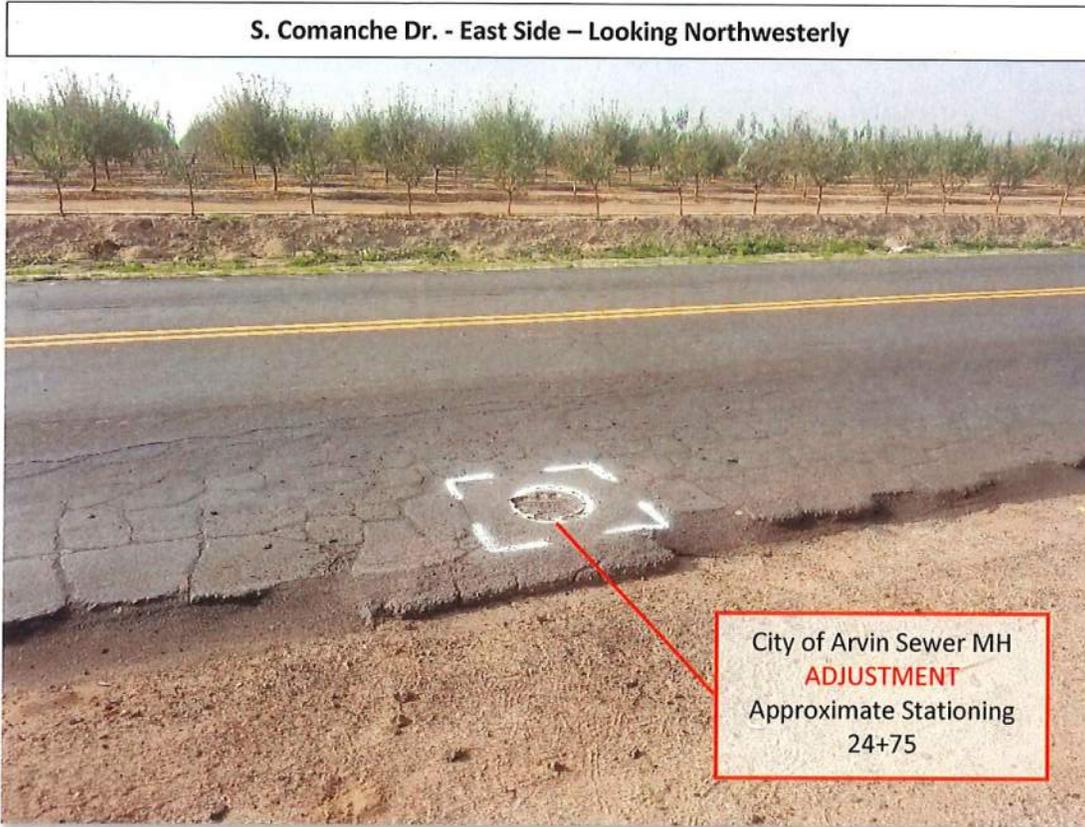
S. Comanche Dr. (From Sycamore Rd. to Shane Ct.)

City of Arvin



S. Comanche Dr. (From Sycamore Rd. to Shane Ct.)

City of Arvin



S. Comanche Dr. (From Sycamore Rd. to Shane Ct.)

City of Arvin

S. Comanche Dr. @ Durham St. - West Side - Looking Southeasterly



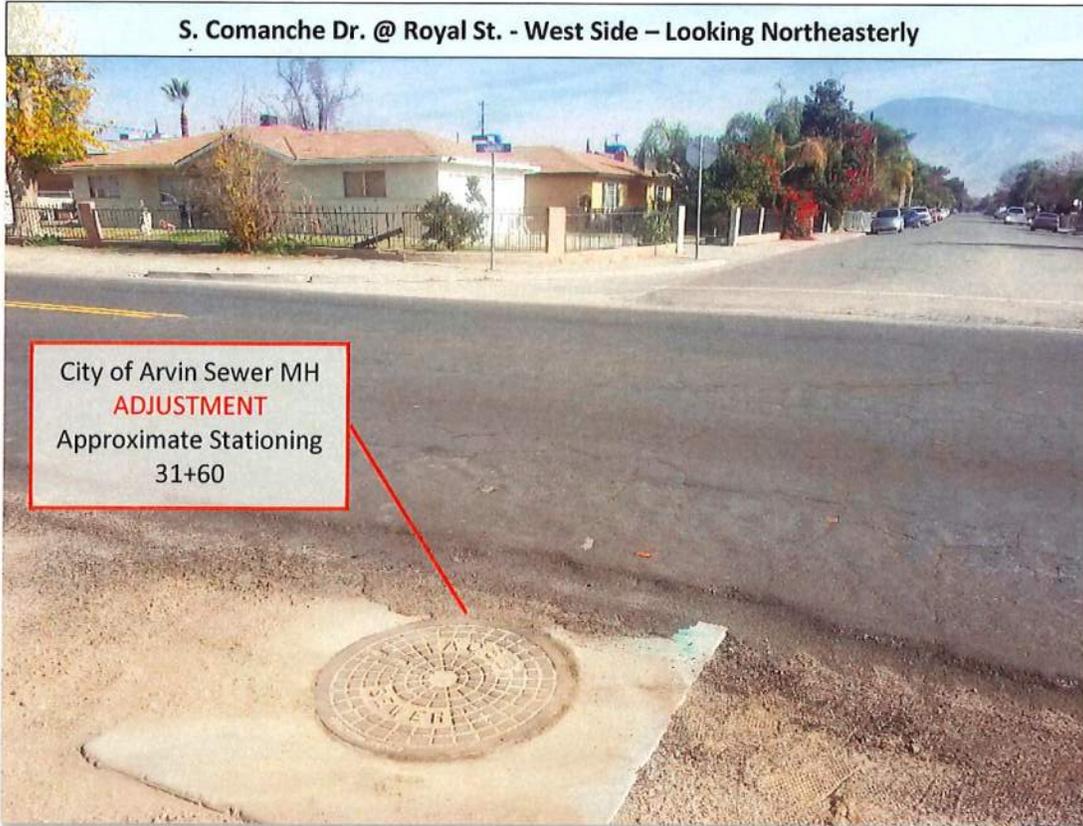
City of Arvin Sewer MH
ADJUSTMENT
Approximate Stationing
26+60

Same as Previous Photo



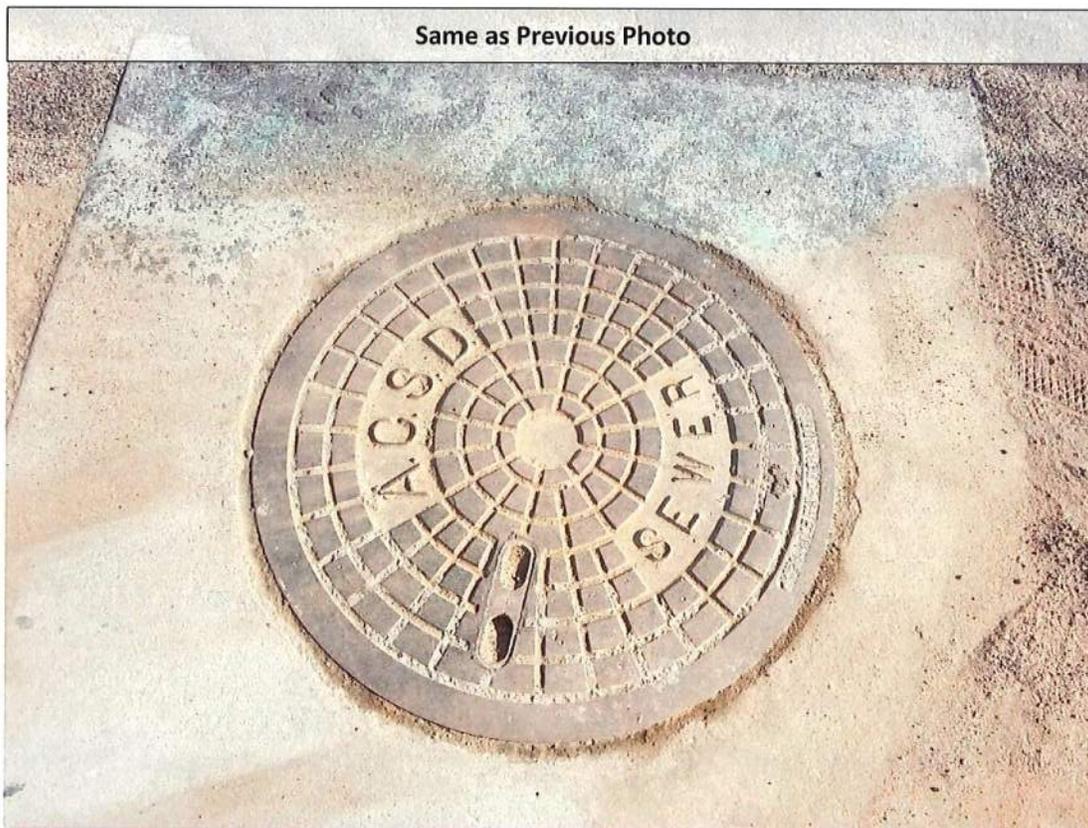
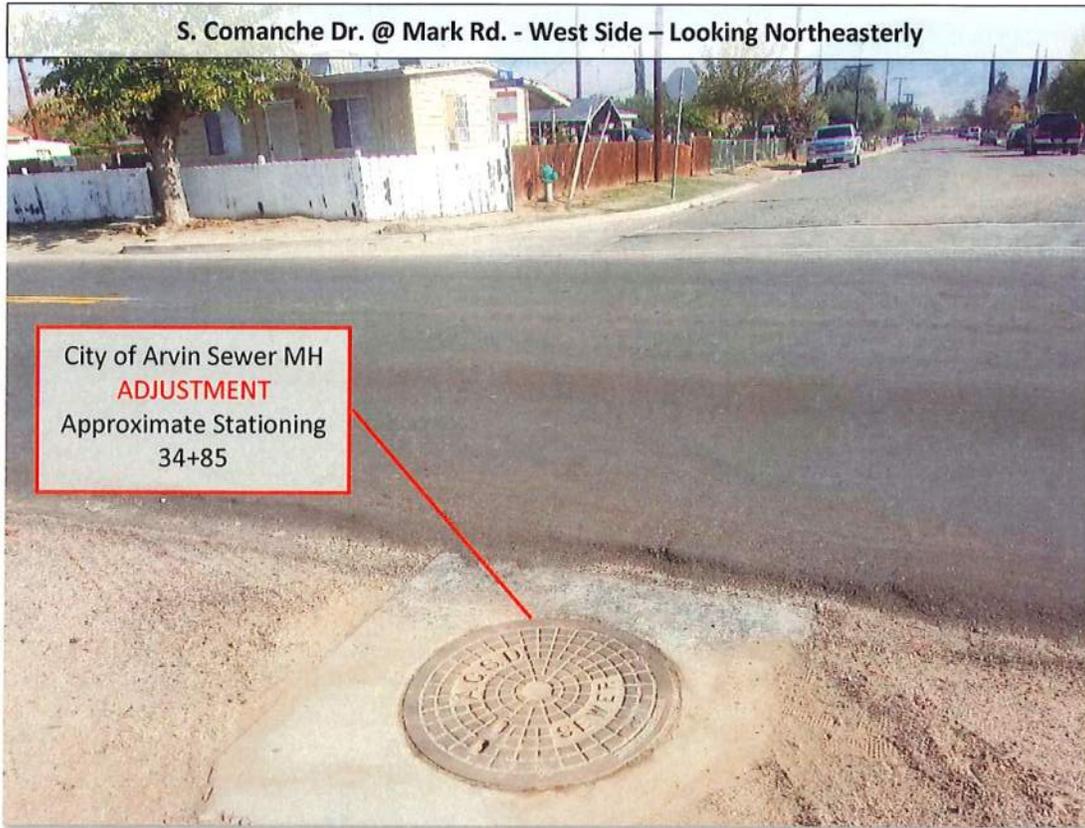
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City of Arvin



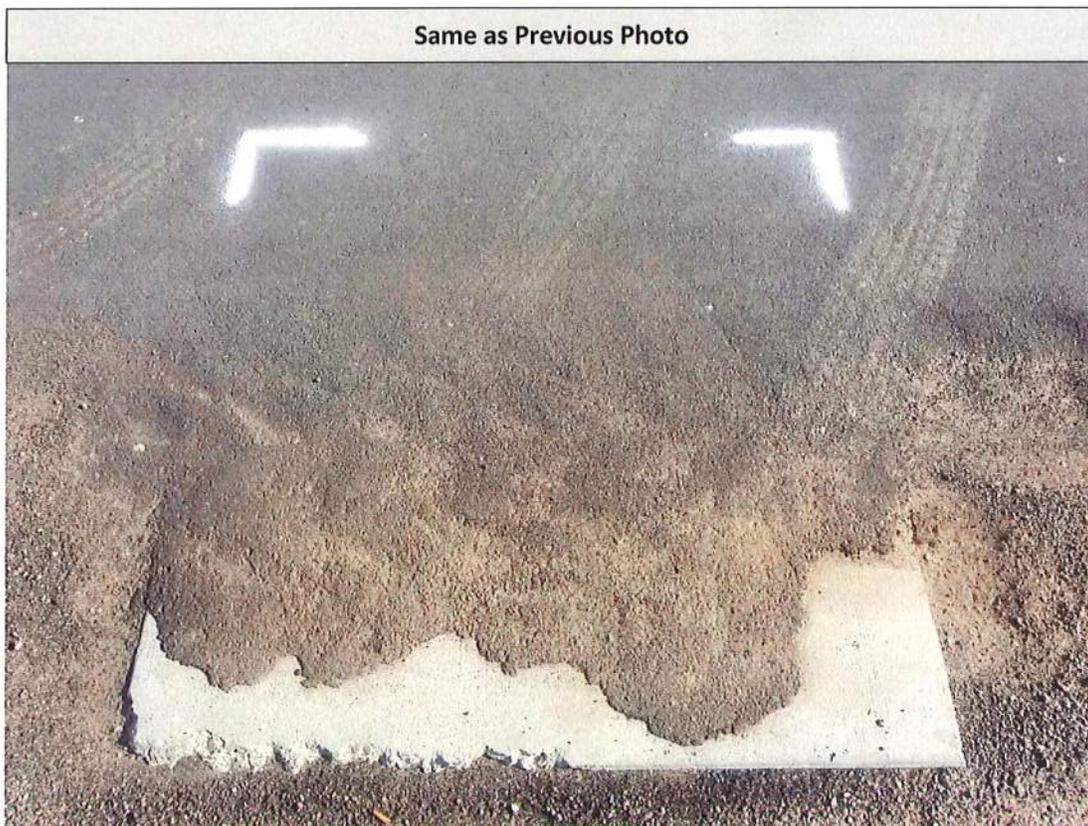
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City of Arvin



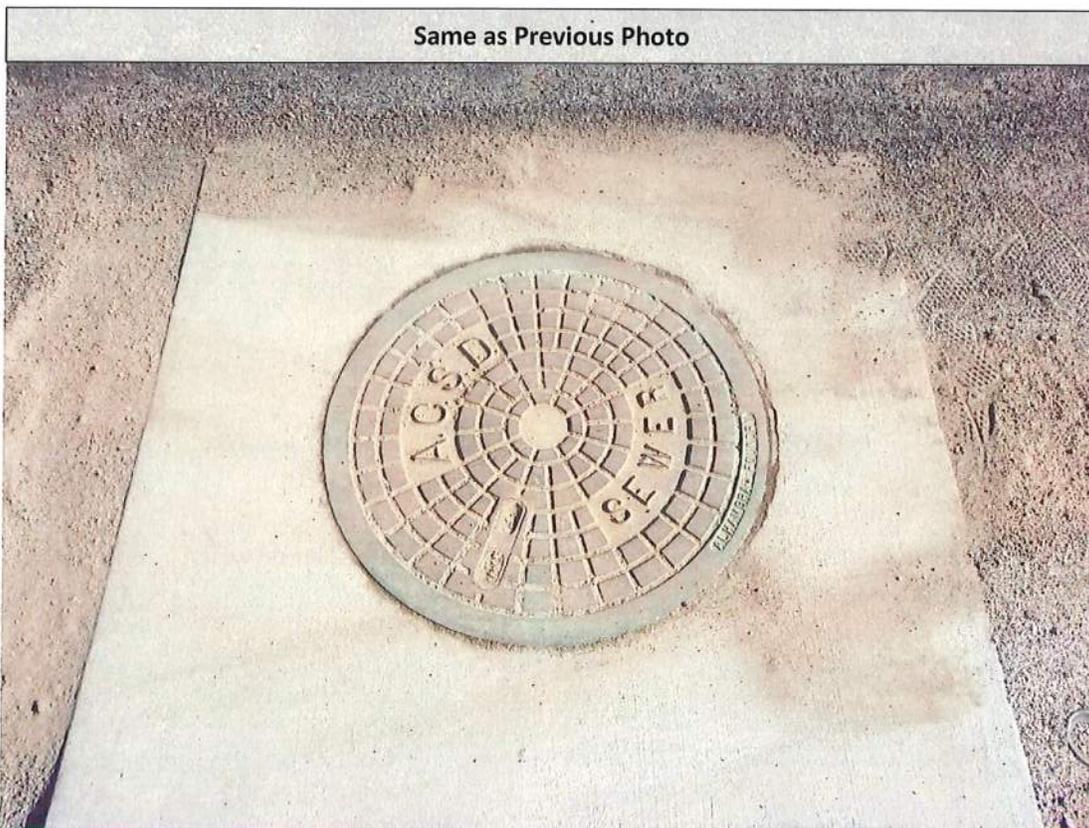
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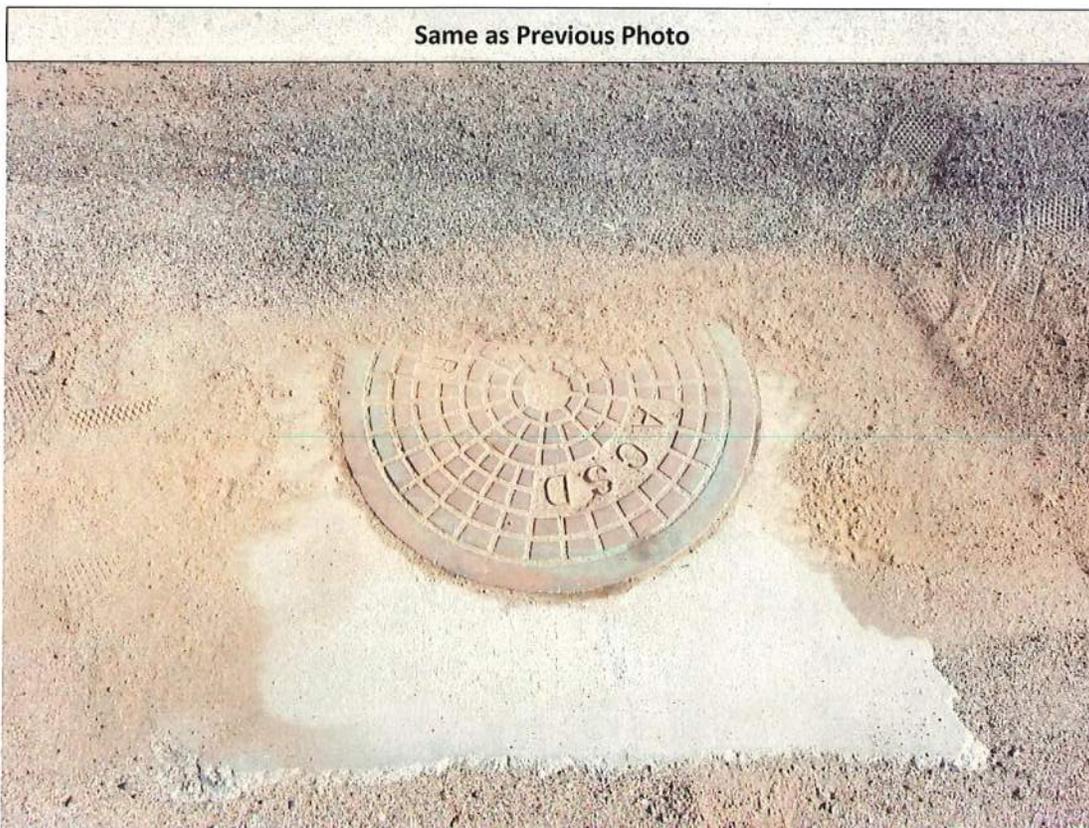
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City of Arvin



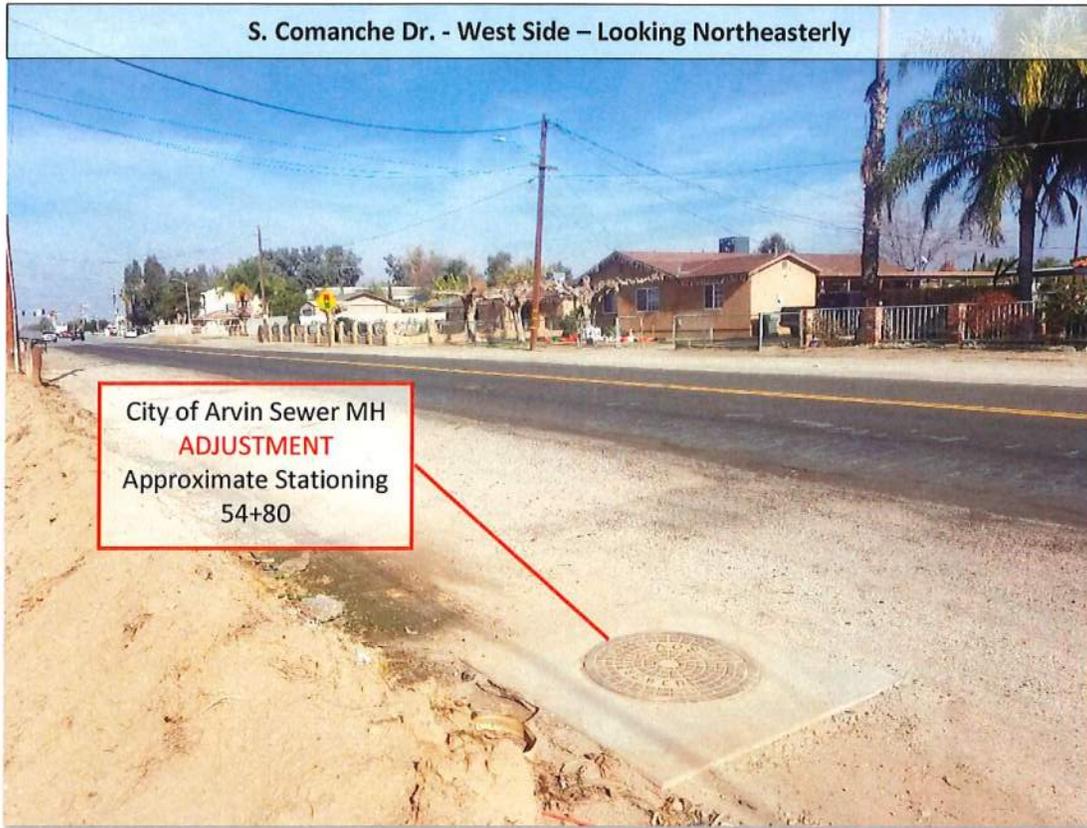
S. Comanche Dr. (From Sycamore Rd. to Shane Ct.)

City of Arvin



S. Comanche Dr. (From Sycamore Rd. to Shane Ct.)

City of Arvin



QUOTATION**Attachment A**

DATE 8/08/19

JOB LOCATION: **Comanche Drive from Sycamore Rd to Route Shane Court. Sewer Manhole Adjustment**FOR THE SUMS AS SHOWN BELOW **GRANITE CONSTRUCTION COMPANY** WILL COMPLETE THE FOLLOWING:**QUOTE: Based on Field Meeting, and photos and locations provided by City of Arvin Engineer.****Comanche Drive – Lower & Raise 10(Ten) Sewer Manholes and 1(One) sewer cleanout currently located on dirt shoulder, or on existing AC road. Granite to perform the following:**

- a. Tie off locations of existing manholes
- b. Break & remove existing concrete pads at manholes
- c. Off-haul demo material
- d. Remove existing manhole frame and covers, and store at jobsite yard to be used later when utilities are raised to grade
- e. Place a steel plate over the opening securing in place to avoid movement during work
- f. Backfill with sand or cold mix to match adjacent grades
- g. Raise utilities to grade using existing frame & covers
- h. Pour minor concrete pads at each sewer manhole
- i. Perform required traffic control

Quote based on 1 shift to lower manholes, and 2 shift to raise manholes to grade.

<u>GRANITE CONSTRUCTION COMPANY</u>					
<u>BID – CITY OF ARVIN SEWER MANHOLE ADJUSTMENT</u>					
					8-08-19
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Adjust Sewer Manholes to Grade	11	EA	\$2,550.00	\$28,050.00

TOTAL BID ----->**\$28,050.00**

“Prices based on work being scheduled and completed by Dec 20, 2019. Should work be delayed beyond this period, labor, plant fuel and transportation costs may be subject to pricing increases.

SPECIAL CONDITIONS:

1. GRANITE CONSTRUCTION COMPANY IS NOT RESPONSIBLE FOR ANY COST OR LIABILITY DUE TO ANY HAZARDOUS MATERIALS UNCOVERED DURING GRANITE CONSTRUCTION COMPANY’S WORK.
2. GRANITE SHALL BE ALLOWED FULL ACCESS TO AREAS OF WORK FOR NOT LESS THAN 8 HOURS PER DAY.
3. BID BASED ON 1(ONE) MOBILIZATION TO LOWER UTILITIES, AND 1(ONE) MOBILIZATION TO RAISE UTILITIES.
4. GRANITE CONSTRUCTION COMPANY IS NOT RESPONSIBLE FOR DAMAGE CAUSED BY OTHERS TO COMPLETE WORK.

EXCLUSIONS:

1. PERMITS
2. SWPPP (PREPERATION/ INSTALLATION/ MAINTENANCE)
3. TESTING/ ENGINEERING
4. BONDS

5. CONSTRUCTION AREA SIGNS
6. SURVEYING

Sincerely,
Granite Construction Company
License No. 89
DIR 1000000085



CITY OF ARVIN
Staff Report

Meeting Date: August 27, 2019

TO: City Council

FROM: Scot Kimble, Police Chief
Jerry Breckinridge, City Manager

SUBJECT: Approval for Arvin Police Department to Apply For and Accept the Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant (JAG Grant)

BACKGROUND:

The United States Department of Justice, Bureau of Justice Assistance is soliciting applications for the FY2019 Edward Byrne Memorial Justice Assistance Grant. The JAG Grant provides funding to purchase updated Microsoft SQL Server Software which will allow the police department to start meeting the upcoming NIBRS reporting requirements and Nuance Dragon Law Enforcement Software to allow personnel to dictate reports to help reduce time required in the office. During this funding period the Arvin Police Department is eligible for up to \$13,328.00.

FINANCIAL IMPACT:

There is no negative fiscal impact to the general fund.

RECOMMENDATION:

Authorize Police Department to apply for and accept the FY 2019 Edward Byrne Memorial Assistance Grant if awarded.



CITY OF ARVIN
Staff Report

Meeting Date: August 27, 2019

TO: City Council

FROM: Jerry Breckinridge, City Manager
Jerry Breckinridge, City Manager

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN SETTING ASIDE THE APPROVAL OF CONDITIONAL USE PERMIT 2017-PETROL-LUD, INCLUDING RESOLUTION NO. 2018-60

BACKGROUND:

Petro-Lud Inc. obtained subsurface mineral rights to an area of real property located at the southwest corner of Sycamore Road and Meyer Street, and sought a Conditional Use Permit (CUP) to drill wells on the site. The Planning Commission reviewed and approved Petro-Lud's application for a CUP. The matter was then appealed to the City Council, who on September 4, 2018, upheld the determination of the Planning Commission and approved the CUP by Resolution 2018-60.

The Committee for a Better Arvin (CBA) challenged the approval by filing litigation in the Kern County Superior Court. Petro-Lud defended and indemnified the City against all legal costs and paid for its defense in the action. After a hearing on May 10, 2019, the Kern County Superior Court ruled in favor of the CBA and ordered the City to set aside its decision to approve Conditional Use Permit 2017-Petro-Lud-Stockton Project. Although the Court set aside the actual project approvals pending additional assessment under CEQA, etc., the Court did not order Petro-Lud's application to be set aside.

Adoption of the proposed resolution will ensure the City complies with the Court's order. The City is required to file documentation with the Court showing it has complied with the Court order by no later than October 9, 2019.

FINANCIAL IMPACT:

Petro-Lud is required to pay all of the City's legal costs associated with this action. There is no financial impact on the City.

RECOMMENDATION:

Approve the attached Resolution of the City Council of the City of Arvin Setting Aside The

Approval of Conditional Use Permit 2017-Petro-Lud, Including Resolution 2018-60.

ATTACHMENTS:

A Resolution of the City Council of the City of Arvin Setting Aside The Approval of Conditional Use Permit 2017-Petro-Lud, Including Resolution 2018-60.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN SETTING ASIDE THE APPROVAL OF CONDITIONAL USE PERMIT 2017-PETROL-LUD, INCLUDING RESOLUTION NO. 2018-60

WHEREAS, Applicant Petro-Lud, Inc. (Applicant) obtained the subsurface mineral rights to an area that generally includes property located at the Southwest corner of Sycamore Road and Meyer Street; and

WHEREAS, Applicant submitted an application to the City of Arvin on December 21, 2017; and

WHEREAS, the final application sought approval of “Conditional Use Permit 2017-Petro-Lud - Stockton Project Oil And Gas Exploratory And Production Well - APN 189-351-36 Southwest Corner Of Sycamore Road And Meyer Street” (“CUP” or “Conditional Use Permit 2017 - Petro Lud”); and

WHEREAS, the proposed drill pad area is generally located on the southwest corner of Sycamore Road and Meyer Street within Tract 5816; and

WHEREAS, the Planning Commission received and reviewed the CUP at a duly noticed meeting on May 30, 2018, and, as part of this review, the Planning Commission conducted an environmental assessment of the proposed project as required by the California Environmental Quality Act (CEQA); and

WHEREAS, after considering all public testimony and receiving information provided to date, the Planning Commission closed public testimony and granted the CUP, with conditions of approval, by adopting Planning Commission Resolution APC 2018-10; and

WHEREAS, said adoption also included approval and findings related to a Class 3 exemption under CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures) for the project; and

WHEREAS, timely appeals were made to the decision to approve the CUP and associated CEQA determination by the Planning Commission; and

WHEREAS, the City Council received and reviewed the appeals of the Planning Commission’s decision granting the CUP at a duly noticed meeting on August 21, 2018; and

WHEREAS, after considering all public testimony and receiving information provided to date, the City Council denied the appeals and upheld the decision of the Planning Commission to approve the CUP with conditions; and

WHEREAS, on October 1, 2018, the Committee for a Better Arvin filed a Petition for Writ of Mandate and Complaint for Injunctive Relief in the Kern County Superior Court (Case No. BCV-18-102494-KCT), challenging the City Council’s decision to deny appeals and approve the CUP; and

WHEREAS, on May 10, 2019, the Kern County Superior Court held a hearing on the Petition for Writ of Mandate; and

WHEREAS, the Court granted the Petition for Writ of Mandate, and issued a Preemptory Writ of Mandate commanding the City to set aside its decision to approve Conditional Use Permit 2017-Petro-Lud -Stockton Project, including the September 4, 2018 adoption of Resolution No. 2018-60; and

WHEREAS, consistent with the direction of the Court, the City Council now desires to abide by the Preemptory Writ of Mandate, and set aside the decision to approve Conditional Use Permit 2017-Petro-Lud - Stockton Project, including Resolution No. 2018-60.

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

Section 1. Recitals. The City Council hereby specifically finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.

Section 2. Setting Aside Approval. The City Council hereby sets aside its decision to approve Conditional Use Permit 2017-Petro-Lud-Stockton Project, including Resolution No. 2018-60, “A Resolution of the City Council of the City of Arvin Denying the Appeals of, and Affirming, the Planning Commission’s Approval of Conditional Use Permit (CUP) 2017-Petro-Lud - Stockton Project (Oil and Gas Exploratory and Production Well - APN 189-351-36 Southwest Corner of Sycamore Road and Meyer Street; Establishment of a Drill Pad Site No Larger Than 400’-0” X 400’-0” and Four (4) Exploratory Well Sites Which May Be Converted Into Production Wells); and Adoption of a Related CEQA Exemption Findings Pursuant to the California Environmental Quality Act,” along with any permit, license, or approval issued or granted in reliance thereon. This action to set aside Resolution No. 2018-60 shall be also deemed to set aside all project approvals for the application associated with Conditional Use Permit 2017-Petro-Lud - Stockton Project, such that any project approval is of no further force or effect. City Staff are directed to refrain from taking any action to implement the project as approved under the CUP and Resolution No. 2018-60.

Section 3. Return to the Writ. The City Attorney is hereby directed to file and serve a return to the writ no later than 120 days after issuance of the Preemptory Writ of Mandate, containing evidence of the City’s actions in compliance with the Preemptory Writ of Mandate.

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 27th 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 27, 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 SUBMITTAL OF AN APPLICATION FOR THE STATE TRANSIT ASSISTANCE STATE OF GOOD REPAIR (SGR) FUND FOR THE CITY OF ARVIN AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE ALL RELATED GRANT DOCUMENTS AND AUTHORIZING RELATED ACTION

BACKGROUND:

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), signed by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements. This investment in public transit will be referred to as the State of Good Repair program (SGR). This program provides funding of approximately \$105 million annually to the State Transit Assistance (STA) Account.

The Program is a grant funding source for fiscal year 2019-2020 for eligible transit maintenance, rehabilitation, and capital projects.

Fiscal Impact:

Staff has determined there is no fiscal impact at this time.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING SUBMITTAL OF AN APPLICATION FOR THE STATE TRANSIT ASSISTANCE STATE OF GOOD REPAIR (SGR) FUND FOR THE CITY OF ARVIN AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE ALL RELATED GRANT DOCUMENTS AND AUTHORIZING RELATED ACTION

WHEREAS, Senate Bill 1 (2017) the Road Repair and Accountability Act 2017, establishing the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, the City of Arvin is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) to eligible project sponsors (local agencies) for eligible transit capital projects; and

WHEREAS, the Kern Council of Governments is responsible for distributing SGR funds to the City of Arvin under its regional jurisdiction; and

WHEREAS, the City Council of the City of Arvin concurs with and approves the attached project list for the State of Good Repair Program funds; and

WHEREAS, the City Council of the City of Arvin wishes to delegate authorization to execute these documents and any amendments thereto to the City Manager, or his designee.

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

Section 1: That the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

Section 2: The City Manager, or his designee is hereby authorized to submit all required documents to the Department of Transportation for the State of Good Repair Program.

Section 3: The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Arvin all SGR grant documents including, but not limited to, applications, agreements, amendments and request for payments, necessary to secure grant funds and implement the approved grant project from the California Department of Transportation for the State of Good Repair 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 27th 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 2019 State of Good Repair Project List (SGR)

The City of Arvin proposes to use SGR funds as match funds for its purchase of electric buses, charging stations, and related infrastructure as it continues with its transition to an all-electric fleet. Presently the City has been awarded grant funds from the FTA' Low and No Emissions Grant (2018) for the purchase of three electric buses and will continue to seek funds for additional electric fleet buses. The SGR funds will continue to be used as match funds for the purchase of electric buses, charging stations, and charging station infrastructure.

Submittal Report

SGR-C7-FY19/20-5370-001

FY 19/20

Submittal Details

Program State of Good Repair Program	Agency City of Arvin	Date Created 08/22/2019	Date	Date Approved
Address 200 Campus Drive, P.O. Box 548	City Arvin	State CA	Zip Code 93203	
Contact Christine Viterelli		Contact Title Grant Writer		
Contact Phone (661) 854-3134		Contact Email cviterelli@arvin.org		
Support Documentation Draft Resolution, 2019-2020 project list		Additional Information The City of Arvin will continue to use SGR funds as match funds for its fleet electrification projects.		

Project Details

Title	Description	Asset Type	Project Category	Est. Useful Life	Est. Project Start Date	Est. Project Completion Date	Est. 99313 Costs	Est. 99314 Costs
LOW NO-BUS AND CHARGER	Funds will be used for Matching Funds for the purchase of three Proterra	Rolling Stock/Fleet	Replacement	20	10/01/2019	12/31/2020	\$29,365	\$544

Attachment: SGR Print out_Fleet Electrification (Reso Authorizing the Submittal of an Application for

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 27th 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.



CITY OF ARVIN
Staff Report
Successor Agency and City Council

Meeting Date: August 27, 2019

TO: Arvin City Council Acting as Successor Agency to the Arvin Community Redevelopment Agency

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

SUBJECT: Joint Resolution of the Arvin Successor Agency and City Council Approving Transfer of Property for Governmental Purposes to the City of Arvin and Request Kern County Oversight Board Affirm Transfer of Property and Recommend Department of Finance to Approve said Transfer; APN's 190-142-13, -14, -15, -16, and -17, Consisting of 0.13; 00.07; 0.07; 0.07; and 0.08 acres, improved as parking lot and transit stop and Authorize the Executive Director to Act on Behalf of the Successor Agency completing the transfer to the City of Arvin.

RECOMMENDATION:

Adopt Joint Resolution of the Arvin Successor Agency and City Council Approving Transfer of Property for Governmental Purposes to the City of Arvin and Request Kern County Oversight Board Affirm Transfer of Property and Recommend Department of Finance to Approve said Transfer, APN's 190-142-13, -14, -15, -16, and -17, Consisting of 0.13; 00.07; 0.07; 0.07; and 0.08 acres, improved as parking lot and transit stop and Authorize the Executive Director to Act on Behalf of the Successor Agency completing the Title Transfer to the City of Arvin.

BACKGROUND:

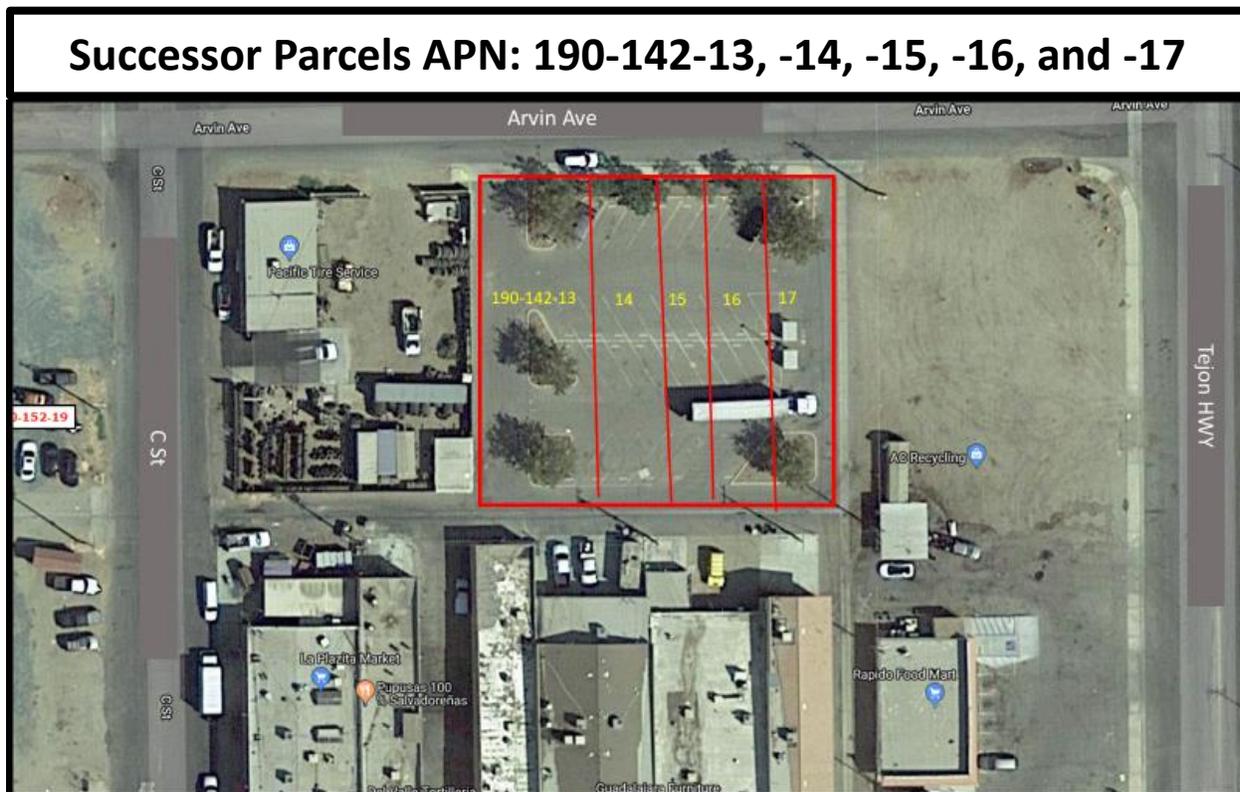
The City of Arvin Successor Agency adopted Resolution AOB2014-02 establishing a Long-Range Property Management Plan (LRPMP), attached, and submitted the LRPMP to the State of California's Department of Finance (DOF) and the LRPMP was approved on March 7, 2014, attached. The Plan was approved by DOF on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

The property is listed under Resolution No. AOB2014-02 as item numbers 14, 15, 16, 17, and 18. The LRPMP identifies the properties as Parking Lot/Structure and in accordance with HSC 34191.5 (c)(1)(a) identifies the subject properties and Transit Oriented Parking and indicates that the property is identified for governmental use purposes. The parking lot is identified per HSC 34191.5 (c)(1)(B) "The purpose for which the property was acquired." "Purchased for the purpose

of consolidating adjacent five parcels for blight removal and promotion of development. Property developed into Parking Lot north of Main Street (SR 2230 to serve the retail main street businesses and to provide a transportation stop”. Furthermore, HSC 314191.5(c)(1)(G) “A description of the property’s potential for transit-oriented development and the advancement of planning objectives of the successor agency” describes the sites as paved parking lot which includes transit stations.

Inasmuch, as the sites are identified for governmental purposes, the sites are proposed to be transferred to the City of Arvin in order to promote economic development in the downtown area

The Successor Agency to the Arvin Community Redevelopment Agency (Agency) currently own APN’s 190-142-13, -14, -15, -16, and -17, Consisting of 0.13; 0.07; 0.07; 0.07; and 0.08 acres, improved as parking lot and transit stop.



Upon approval of Successor Agency and City Council and approval by the Oversight Board and upon concurrence from the State of California Department of Finance, the Executive Director is authorized to coordinate the transfer of the properties to the City of Arvin.

FINANCIAL IMPACT:

None to the Successor Agency and the City of Arvin. Long term benefit will be the encouragement of economic reinvestment in the downtown area.

ATTACHMENTS

- Joint Resolution of the Arvin City Council and Successor Agency AOB2014-02 dated February 25, 2014 with Long-Range Property Management Plan, Department of Finance Approval dated March 7, 2014
- Excerpt from AOB2014-02 Long-Range Property Management Plan, Exhibit A – for APN’s 190-142-13, -14, -15, -16, and -17.
- Assessor Map 142-13 with highlighted Successor Agency Properties HSC 34191.5

RESOLUTION NO. _____

A JOINT RESOLUTION OF THE ARVIN SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AND CITY COUNCIL OF THE CITY OF ARVIN APPROVING TRANSFER OF PROPERTY FOR GOVERNMENTAL PURPOSES TO THE CITY OF ARVIN AND REQUEST KERN COUNTY OVERSIGHT BOARD AFFIRM TRANSFER OF PROPERTY AND RECOMMEND DEPARTMENT OF FINANCE TO APPROVE SAID TRANSFER, APN'S 190-142-13, -14, -15, -16, AND -17, CONSISTING OF 0.13; 00.07; 0.07; 0.07; AND 0.08 ACRES, IMPROVED AS PARKING LOT AND TRANSIT STOP AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ACT ON BEHALF OF THE SUCCESSOR AGENCY COMPLETING THE TITLE TRANSFER TO THE CITY OF ARVIN.

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

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

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

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

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

WHEREAS, the SA received notice of DOF's approval of the LRPMP on March 7, 2014 which referenced both AOB2014-01 and AOB2014-02 with the Exhibit A listing of RDA properties to be sold and/or transferred; and

WHEREAS, the Successor Agency to the Arvin Community Redevelopment Agency (Successor Agency) owns the property is listed under Resolution No. AOB2014-02 as item number 32; and

WHEREAS, the property is listed under Resolution No. AOB2014-02 as item numbers 14, 15, 16, 17, and 18 and the LRPMP identifies the properties as Parking Lot/Structure and in accordance with HSC 34191.5 (c)(1)(a) identifies the subject properties as Transit Oriented Parking ; and

WHEREAS, the parking lot is identified per HSC 34191.5 (c)(1)(B) “The purpose for which the property was acquired.” “Purchased for the purpose of consolidating adjacent five parcels for blight removal and promotion of development and the property is developed into Parking Lot north of Main Street (SR 2230 to serve the retail main street businesses and to provide a transportation stop”; and

WHEREAS, in accordance with HSC 314191.5(c)(1)(G) “A description of the property’s potential for transit-oriented development and the advancement of planning objectives of the successor agency” describes the sites as paved parking lot which includes transit stations.

WHEREAS, the sites are proposed to be transferred to the City of Arvin in order to promote economic development in the downtown area; and

WHEREAS, upon approval for the transfer of the properties for governmental purposes by the Kern County Oversight Board and review of such transfer to the City of Arvin by the State of California Department of Finance; and

WHEREAS, the City Council and the Board of the Successor Agency desire to authorize the City Manager/Executive Director to facilitate the transfer of the properties to the City of Arvin.

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

1. The recitals and findings set forth above are true and correct and incorporated herein by this reference.
2. The City of Arvin Successor Agency hereby approves the transfer of the properties to the City of Arvin for governmental purposes as authorized by HSC Section 34191.5(c) (1)(B).
3. The SA is authorized to transfer the the properties as soon as reasonably practical after Oversight Board approval and State of California Department of Finance review of the Oversight Board’s resolution approving the transfer.
4. The SA and its staff are authorized and directed to do any and all things, and to execute any and all documents, including, without limitation, grant deeds or quitclaim deeds, which they may deem necessary or advisable to effectuate this Resolution. Any previously-taken acts or previously-executed documents in furtherance of the subject matter hereof are hereby ratified.

- 5. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City of Arvin Successor Agency hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.
- 6. The City Council and Successor Agency to the Arvin Community Redevelopment Agency jointly find that the mere transfer of title to the City of Arvin is not a “project” for the purposes of the California Environmental Quality Act (CEQA). Additionally, even if this were more than a transfer and a “project” for the purposes of CEQA, the City Council and Governing Board further approve a finding of a categorical exemption under CEQA Guidelines section 15303 is warranted. Further, none of the exceptions to categorical exemptions set forth under CEQA Guidelines section 15300.2 apply to this project.
- 7. The City Manager/Executive Director, or his designee, is authorized to facilitate and implement the transfer of said properties to the City of Arvin.
- 8. If any portion of the parcels to be transferred to the City of Arvin is affected by other obligation(s) that would affect the City’s ability to cause the transfer of said properties, the City Manager/Executive Director, or designee, is authorized to take all steps, including modification of any existing agreements, subject to approval as to legal form by the City Attorney/Successor Agency Counsel.

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin and the Governing Board of the Successor Agency to the Arvin Community Redevelopment Agency at a regular meeting thereof held on the 27th day of August 2019 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk and
Agency Secretary

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

By: _____
JOSE GURROLA, Mayor and Chair

APPROVED AS TO FORM:

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

I, _____, City Clerk of the City of Arvin, California, and Agency Secretary of the Successor Agency to the Arvin Community Redevelopment Agency, California, **DO HEREBY CERTIFY** that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

RESOLUTION NO. AOB 2014-02

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

- (1) The Updated Long-Range Property Management Plan updated pursuant to Health & Safety Code, Section 34191.5 is hereby approved in the form set forth in Exhibit “A” attached hereto and incorporated herein by reference.
- (2) The proceeds from the sale of each property on the LRPMP will be used to fulfill enforceable obligations or submitted to the County Auditor Controller’s office for distribution to taxing entities, as determined by the Successor Agency on a case by case basis.
- (3) The staff and the Board of the Successor Agency are hereby authorized and directed, jointly and severally, to affect this resolution.
- (4) The Executive Director is hereby directed to submit the this resolution and the Updated Long Range Property Management Plan to the Oversight Board for the Successor Agency and to the California Department of Finance for their review and consideration of approval.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Oversight Board for the Successor Agency to the Arvin Community Redevelopment Agency at a special meeting thereof held on the 25th day of February, 2014 by the following vote:

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

NOES: _____

ABSTAIN: _____

ABSENT: AM Scott

ATTEST: 

CECILIA VELA, Secretary

**OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY
TO ARVIN REDEVELOPMENT AGENCY**

By: 

STEVE OJEDA, Chair

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

Successor Agency: Arvin
 County: Kern

EXHIBIT 'A'

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

No.	Property Type	HSC 34191.5 (c)(2)		HSC 34191.5 (c)(1)(A)				SALE OF PROPERTY		HSC 34191.5 (c)(1)(B)				HSC 34191.5 (c)(1)(C)				HSC 34191.5 (c)(1)(D)		HSC 34191.5 (c)(1)(E)		HSC 34191.5 (c)(1)(F)		HSC 34191.5 (c)(1)(G)		HSC 34191.5
		Permissible Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning	Estimate of Current Parcel Value	Estimate of Income/Revenue	Contractual requirements for use of income/revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of planning objectives of the successor agency	History of proposals and development subject property				
1	Vacant Lot/Land	Sale of Property	Zoned Residential	6/22/09	\$400,000	\$ 708,540	Appraised	1/30/14	NA	NA	Purchased for the purpose of promoting LMH activities.	Millux & Commanche	189-351-71	50.61	R-1	\$ 708,540	- NA	None	None	None	There have been proposals for development of a subject property					
2	Vacant Lot/Land	Sale of Property	Zoned Residential	6/22/2009 (03/15/11)	Incl. in Line 1	\$ 738,780	Appraised	1/30/14	NA	NA	Purchased for the purpose of promoting LMH activities; was originally 189-351-73. On 3/15/11, a one acre parcel was split and sold to the ACSD for the purpose of installing a municipal water well to serve the residential area.	Millux & Commanche	189-351-90	52.77	R-1	\$ 738,780	- NA	None	None	None	There have been proposals for development of a subject property					
3	Residential	Sale of Property	Jewitt Sq Commercial	6/12/10	\$115,209	\$ 87,840	Appraised	1/30/14	NA	NA	Purchased for the purpose of consolidating 12+ parcels in the Jewitt Square area for blight removal and promoting coordinated retail/commercial development.	925 Varsity Rd	190-020-14	3.66	R-1	\$ 87,840	- NA	None	None	None	There have been proposals for development of a subject property					
4	Vacant Lot/Land	Sale of Property	Jewitt Sq Commercial	6/3/10	\$369,121	\$ 67,440	Appraised	1/30/14	NA	NA	See Line 3.	Varsity & Commanche	190-020-38	2.81	R-1	\$ 67,440	- NA	None	None	None	There have been proposals for development of a subject property					
5	Vacant Lot/Land	Sale of Property	Main Street Corridor	1/29/10	\$332,286	\$ 115,500	Appraised	1/30/14	NA	NA	Purchased for the purpose of consolidating 3 adjacent parcels along Main Street (SR 223) for blight removal and promoting coordinated retail/commercial development.	Br Mtn & A	190-130-14	0.38	C-2	\$ 115,500	- NA	Phase I Env Study suggested UST. Interested buyer completed Phase II Study which identified a structure but no apparent contamination.	None	None	Considered for development of grocery store (1 Dollar), with an be negotiated if environmental remediation. A prepared and negotiation in ; at time of RDA dissolution.					
6	Vacant Lot/Land	Sale of Property	Main Street Corridor	1/29/10	Incl. in Line 5	\$ 57,750	Appraised	1/30/14	NA	NA	See Line 5.	Br Mtn & A	190-130-15	0.19	C-2	\$ 57,750	- NA	See Line 5.	None	None	See Line 5.					
7	Vacant Lot/Land	Sale of Property	Zoned Residential	1/29/10	\$155,486	\$ 20,125	Appraised	1/30/14	NA	NA	Purchased for the purpose of consolidating 3 congruent parcels north of Main Street (SR 223) for blight removal and promoting coordinated retail/commercial development.	4th & A	190-130-20	0.20	R-2	\$ 20,125	- NA	None	None	None	There have been proposals for development of a subject property					
8	Vacant Lot/Land	Sale of Property	Zoned Residential	1/29/10	Incl. in Line 7	\$ 52,500	Appraised	1/30/14	NA	NA	See Line 7.	4th & A	190-130-21	0.60	R-2	\$ 52,500	- NA	None	None	None	There have been proposals for development of a subject property					
9	Vacant Lot/Land	Sale of Property	Zoned Residential	1/29/10	Incl. in Line 7	\$ 20,125	Appraised	1/30/14	NA	NA	See Line 7.	4th & A	190-130-22	0.20	R-2	\$ 20,125	- NA	None	None	None	There have been proposals for development of a subject property					
10	Vacant Lot/Land	Sale of Property	Main Street Corridor	1/29/10	Incl. in Line 5	\$ 57,750	Appraised	1/30/14	NA	NA	See Line 5.	Br Mtn & A	190-130-27	0.19	C-2	\$ 57,750	- NA	See Line 5.	None	None	See Line 5.					
11																					Property is being leased to Hall Ambulance a 20 year term.					
12	Police/Fire Station	Sale of Property	Lease to Hall Ambulance	12/7/00	\$48,036	\$ 16,875	Appraised	1/30/14	NA	NA	Purchased for the purpose of consolidating two adjacent parcels for blight removal and promotion of development. Leased to Hall Ambulance to provide EMS services for the City of Arvin.	144 1/2 Arvin Ave	190-141-10	0.13	C-2	\$ 16,875	\$1 per year	None	None	None	Property is being leased to Hall Ambulance with a 20 year term.					
13	Police/Fire Station	Sale of Property	Lease to Hall Ambulance	12/7/00	Incl. in Line 12	\$ 8,438	Appraised	1/30/14	NA	NA	See Line 12.	152 Arvin Ave	190-141-11	0.07	C-2	\$ 8,438	\$1 per year	None	None	None						

Attachment: 3- AOB 2014-02 Reso Approving OB Updated LRPMP_022514 (Successor Agency: Transfer

Successor Agency: Arvin
 County: Kern

EXHIBIT 'A'

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

		HSC 34191.5 (c)(2)		HSC 34191.5 (c)(1)(A)				SALE OF PROPERTY		HSC 34191.5 (c)(1)(B)	HSC 34191.5 (c)(1)(C)			HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)	HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)	HSC 34191.5	
										Purchased for the purpose of consolidating five adjacent parcels for blight removal and promotion of development. Property developed into a parking lot north of Main Street (SR 223) to serve the retail main street businesses and to provide a transportation stop.							Paved Parking Lot includes Transit Shelter. Potential for a Park & Ride for the daily (M-F) run to the Tejon Industrial complex.	There have been proposals for development of the subject property because it has been used as a public lot and transit	
14	Parking Lot/Structure	Sale of Property	Transit Oriented Parking	10/31/05	\$22,715	\$ 25,000	Appraised	1/30/14	NA	NA	See Line 14.	127 Arvin Ave	190-142-13	0.13	C-2	\$ 25,000	- NA	None	None
15	Parking Lot/Structure	Sale of Property	Transit Oriented Parking	5/18/00	\$109,669	\$ 25,000	Appraised	1/30/14	NA	NA	See Line 14.		190-142-14	0.07	C-2	\$ 25,000	- NA	None	None
16	Parking Lot/Structure	Sale of Property	Transit Oriented Parking	5/18/00	Incl. in Line 13	\$ 25,000	Appraised	1/30/14	NA	NA	See Line 14.	129 Arvin Ave	190-142-15	0.07	C-2	\$ 25,000	- NA	None	None
17	Parking Lot/Structure	Sale of Property	Transit Oriented Parking	5/18/00	Incl. in Line 13	\$ 25,000	Appraised	1/30/14	NA	NA	See Line 14.		190-142-16	0.07	C-2	\$ 25,000	- NA	None	None
18	Parking Lot/Structure	Sale of Property	Transit Oriented Parking	5/18/00	Incl. in Line 13	\$ 25,000	Appraised	1/30/14	NA	NA	See Line 14.	135 Arvin Ave	190-142-17	0.08	C-2	\$ 25,000	- NA	None	None
										See Line 3.									
19	Vacant Lot/Land	Governmental Use	Prop 84 Park Grant	4/28/09	\$168,550	\$ 251,603	Appraised	1/30/14	NA	NA	See Line 3.	Jewitt Square	190-240-03	3.61	R-3 PUD	\$ 251,603	- NA	None	None
										See Line 3.									Intended to be a total 5 acre C "Garden in the Park", pursuant Proposition 84 Parks Grant.
20	Vacant Lot/Land	Sale of Property	Jewitt Sq Commercial	4/12/06	\$77,161	\$ 314,000	Appraised	1/30/14	NA	NA	See Line 3.	Jewitt Square	190-250-03	1.81	C-2 PUD	\$ 314,000	- NA	None	None
										See Line 3.									Considered for development of (Holiday Inn E) along with 190 Appraisal was and negotiator process at time dissolution.
21	Vacant Lot/Land	Sale of Property	Jewitt Sq Commercial	4/12/06	\$87,730	\$ 348,484	Appraised	1/30/14	NA	NA	See Line 3.	Jewitt Square	190-250-04	2.00	C-2 PUD	\$ 348,484	- NA	None	None
										See Line 3.									There have been proposals for development of a subject property.
22	Vacant Lot/Land	Sale of Property	Jewitt Sq Commercial	11/26/08	\$426,865	\$ 361,328	Appraised	1/30/14	NA	NA	See Line 3.	Jewitt Square	190-250-05	2.08	C-2 PUD	\$ 361,328	- NA	None	None
										See Line 3.									There have been proposals for development of a subject property.
23	Vacant Lot/Land	Governmental Use	Prop 84 Park Grant & Jewitt Sq Commercial	4/28/09	\$205,779	\$ 345,779	Appraised	1/30/14	NA	NA	See Line 3.	Jewitt Square	190-260-06	5.67	R-3 PUD	\$ 345,779	- NA	None	None
										See Line 3.									Intended to be a total 5 acre C "Garden in the Park", pursuant Prop 84 State F Grant.
24	Vacant Lot/Land	Sale of Property	Jewitt Sq Commercial	6/28/06	\$37,190	\$ 112,124	Appraised	1/30/14	NA	NA	See Line 3.	Jewitt Square	190-260-08	1.43	R-3 PUD	\$ 112,124	- NA	None	None
										See Line 3.									There have been proposals for development of a subject property.
25	Vacant Lot/Land	Sale of Property	Jewitt Sq Commercial	5/21/09	\$46,779	\$ 24,100	Appraised	1/30/14	NA	NA	See Line 3.	Jewitt Square	190-270-01	0.18	R-1	\$ 24,100	- NA	None	None
										See Line 3.									There have been proposals for development of a subject property.
26	Vacant Lot/Land	Sale of Property	Jewitt Sq Commercial	5/21/09	\$47,785	\$ 19,460	Appraised	1/30/14	NA	NA	See Line 3.	Jewitt Square	190-270-03	0.19	R-1	\$ 19,460	- NA	None	None
										See Line 3.									There have been proposals for development of a subject property.
27	Vacant Lot/Land	Sale of Property	Jewitt Sq Commercial	5/20/09	\$294,203	\$ 121,961	Appraised	1/30/14	NA	NA	See Line 3.	Jewitt Square	190-270-05	0.76	C-2	\$ 121,961	- NA	None	None
										See Line 3.									Considered for development of station (ARCO) with 190-270-0 Appraisal was and negotiator process at the RDA dissolution.
28	Vacant Lot/Land	Sale of Property	Jewitt Sq Commercial	4/12/06	\$162,785	\$ 350,738	Appraised	1/30/14	NA	NA	See Line 3.	Jewitt Square	190-270-06	4.27	C-2	\$ 350,738	- NA	None	None
										See Line 3.									There have been proposals for development of a subject property.
29	Vacant Lot/Land	Sale of Property	Main Street Corridor	2/15/10	\$277,072	\$ 161,000	Appraised	1/30/14	NA	NA	Purchased for the purpose of blight removal and promoting development along main street (SR223).	1541 Br Mt	191-010-01	0.46	C-2	\$ 161,000	- NA	None	None
																			There have been proposals for development of a subject property.

Attachment: 3- AOB 2014-02 Reso Approving OB Updated LRPMP_022514 (Successor Agency: Transfer

Successor Agency: Arvin
 County: Kern

EXHIBIT 'A'

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

		HSC 34191.5 (c)(2)		HSC 34191.5 (c)(1)(A)					SALE OF PROPERTY		HSC 34191.5 (c)(1)(B)	HSC 34191.5 (c)(1)(C)			HSC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)	HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)		HSC 34191.5	
30	Vacant Lot/Land	Sale of Property	Zoned A-2	8/24/09	\$265,000	\$ 190,270	Appraised	1/30/14	NA	NA	Purchased for the purpose of blight removal and promoting retail development along the major travel route in the planned SFR growth area (Sycamore)	Sycamore & Walnut	192-070-06	2.73	A-2	\$ 190,270	NA	None	None	None	There have been proposals for development of subject property.
											See Line 30.										There have been proposals for development of subject property.
31	Vacant Lot/Land	Sale of Property	Zoned Residential	7/30/10	\$32,623	\$ 18,934	Appraised	1/30/14	NA	NA		1035 Meyer St	192-110-10	0.19	R-1	\$ 18,934	NA	None	None	None	There have been proposals for development of subject property.
											See Line 30.										There have been proposals for development of subject property.
32	Vacant Lot/Land	Sale of Property	Zoned Residential	10/20/08	\$70,823	\$ 15,525	Appraised	1/30/14	NA	NA		816 Sycamore	192-110-16	0.16	R-1	\$ 15,525	NA	None	None	None	There have been proposals for development of subject property.

Attachment: 3- AOB 2014-02 Reso Approving OB Updated LRPMP_022514 (Successor Agency: Transfer



DEPARTMENT OF
FINANCE

EDMUND G. BROWN JR. ■ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

March 7, 2014

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

Dear Ms. Hollinsworth:

Subject: Long-Range Property Management Plan

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

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

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

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

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

Sincerely,

JUSTYN HOWARD
Assistant Program Budget Manager

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

Excerpt of Exhibit A- Successor Agency – Arvin County: Kern

LONG RANGE PROPERTY MANAGEMETN PLAN: PROPERTY INVENTORY DATA

Item Number		HSC 34191.5 (c) (2)		HSC 34191.5 (c) (1)(a)					SALE OF PROPERTY		HSC 34191.5 (c) (1)(B)	HSC 34191.5 (c) (1)(C)				HSC 34191.5 (c) (1)(D)	HSC 34191.5 (c) (1)(E)		HSC 34191.5 (c) (1)(F)	HSC 34191.5 (c) (1)(G)		HSC 34191.5 (c) (1)(H)
14	Parking Lot/Structure	Sale of Property	Transit Oriented Parking	10-31-05	\$22,715	25,000	Appraisal	1/30/14	N/A	N/A	Purchased for the purpose of consolidating adjacent five (5) parcels for blight removal and promotion of development. Property developed into Parking Lot north of Main Street (SR 223) to serve the retail main street businesses and to provide a transportation stop	127 Arvin Ave.	190-142-13	0.13	C-2	\$25,000		N/A	NONE	Paved Parking Lot Includes Transit Stations Potential for a Park and Ride Lot for the daily (M-F) run to Tejon Industrial Complex	None	There have been no proposals for development activity for the subject property because it has been used as a public parking lot and transit stop
15	Parking Lot/Structure	Sale of Property	Transit Oriented Parking	5-18-00	\$109,669	\$25,000	Appraisal	1/30/14	N/A	N/A	See Item 14		190-142-14	0.07	C-2	\$25,000		N/A	NONE	See Line 14	NONE	See Line 14
16	Parking Lot/Structure	Sale of Property	Transit Oriented Parking	5-18-00	See Line 13 Note: Should be Line 15	\$25,000	Appraisal	1/30/14	N/A	N/A	See Item 14	129 Arvin Ave.	190-142-15	0.07	C-2	\$25,000		N/A	NONE	See Line 14	NONE	See Line 14
17	Parking Lot/Structure	Sale of Property	Transit Oriented Parking	5-18-00	See Line 13 Note: Should be Line 15	\$25,000	Appraisal	1/30/14	N/A	N/A	See Item 14		190-142-16	0.07	C-2	\$25,000		N/A	NONE	See Line 14	NONE	See Line 14
18	Parking Lot/Structure	Sale of Property	Transit Oriented Parking	5-18-00	See Line 13 Note: Should be Line 15	\$25,000	Appraisal	1/30/14	N/A	N/A	See Item 14	135 Arvin Ave.	190-142-17	0.08	C-2	\$25,000		N/A	NONE	See Line 14	NONE	See Line 14

Parcel: 190-141-10-00	Ac: .13	Parcel: 190-141-11-00	Ac: .07
152 Arvin Ave Arvin 93203		144 1/2 Arvin Ave Arvin 93203	
Parcel: 190-142-13-00	Ac: .13	Parcel: 190-142-14-00	Ac: .07
129 Arvin Ave Arvin 93203		135 Arvin Ave Arvin 93203	
Parcel: 190-142-15-00	Ac: .07	Parcel: 190-142-16-00	Ac: .07
129 Arvin Ave Arvin 93203		127 Arvin Ave Arvin 93203	
Parcel: 190-142-17-00	Ac: .08	(All parcels are RDA)	

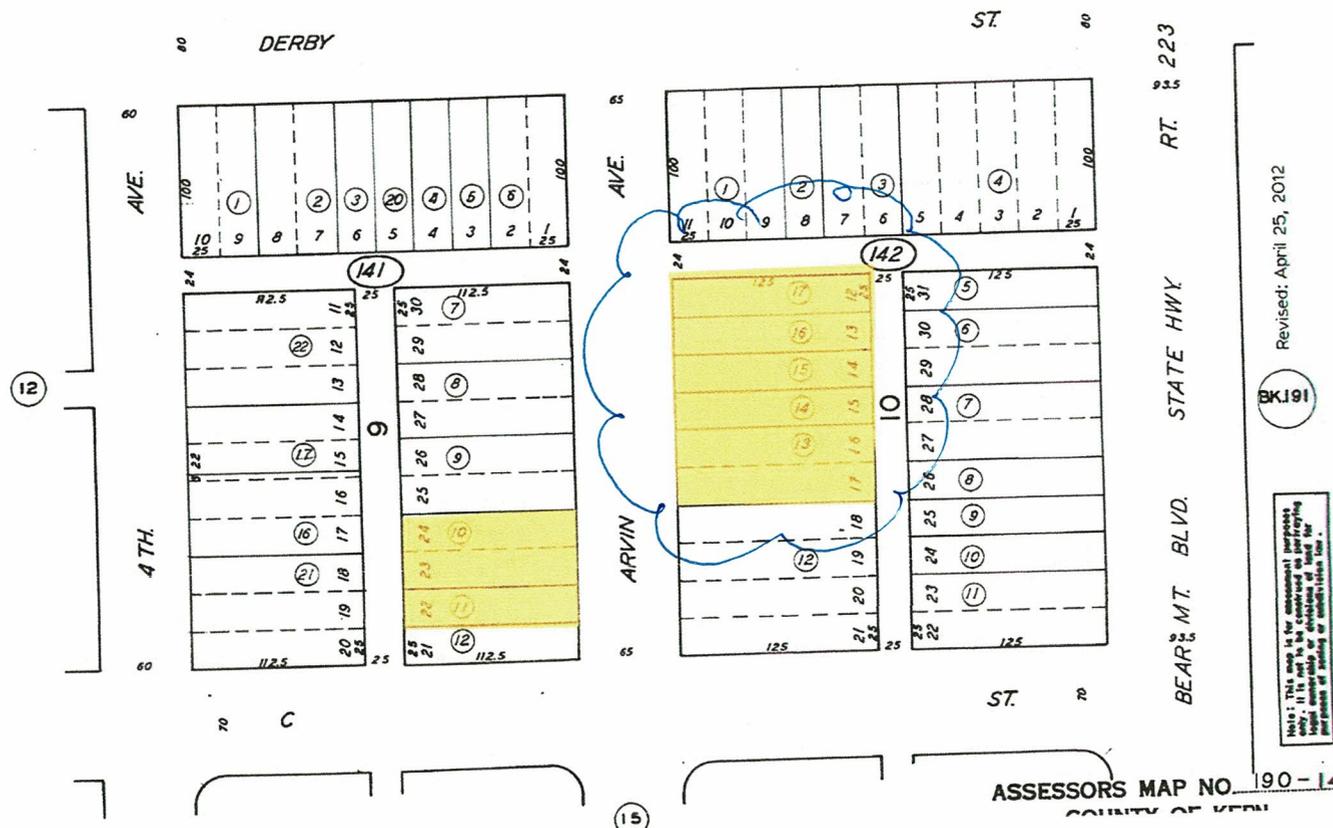
190-14

TOWNSITE OF ARVIN
BLOCKS 9 & 10

BK193

SCHOOL DIST 9-28
54-3 1" = 80'

190-14



Revised: April 25, 2012

BK191

ASSESSORS MAP NO. 190-14
COUNTY OF KERN

California Code, Health and Safety Code - HSC § 34191.5

(a) There is hereby established a Community Redevelopment Property Trust Fund, administered by the successor agency, to serve as the repository of the former redevelopment agency's real properties identified in [subparagraph \(C\) of paragraph \(5\) of subdivision \(c\) of Section 34179.5](#).

(b) The successor agency shall prepare a long-range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency. If the former redevelopment agency did not have real properties, the successor agency shall prepare a long-range property management plan certifying that the successor agency does not have real properties of the former redevelopment agency for disposition or use. The plan shall be submitted to the oversight board and the Department of Finance for approval no later than six months following the issuance to the successor agency of the finding of completion.

(c) The long-range property management plan shall do all of the following:

(1) Include an inventory of all properties in the trust. The inventory shall consist of all of the following information:

(A) The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.

(B) The purpose for which the property was acquired.

(C) Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

(D) An estimate of the current value of the parcel including, if available, any appraisal information.

(E) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

(F) The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

(G) A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

(H) A brief history of previous development proposals and activity, including the rental or lease of property.

(2) Address the use or disposition of all of the properties in the trust. Permissible uses include the retention of the property for governmental use pursuant to [subdivision \(a\) of Section 34181](#), the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

(A)(i) If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.

(ii) For purposes of this subparagraph, the term “identified in an approved redevelopment plan” includes properties listed in a community plan or a five-year implementation plan.

(iii) The department or an oversight board may require approval of a compensation agreement or agreements, as described in [subdivision \(f\) of Section 34180](#), prior to any transfer of property pursuant to this subparagraph, provided, however, that a compensation agreement or agreements may be developed and executed subsequent to the approval process of a long-range property management plan.

(B) If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subparagraph (A), the proceeds shall be distributed as property tax to the taxing entities.

(C) Property shall not be transferred to a successor agency, city, county, or city and county, unless the long-range property management plan has been approved by the oversight board and the Department of Finance.

(d) The department shall only consider whether the long-range property management plan makes a good faith effort to address the requirements set forth in subdivision (c).

(e) The department shall approve long-range property management plans as expeditiously as possible.

(f) Actions to implement the disposition of property pursuant to an approved long-range property management plan shall not require review by the department.