



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

**TUESDAY SEPTEMBER 10, 2019 6:00p.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
	Mitzy Cuxum	Senior Planner
	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. PUBLIC COMMENTS

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

3. PRESENTATION(S)

A. Swearing In of New Police Officer, Delia Serrano Reyes
Cecilia Vela, City Clerk

4. CONSENT AGENDA ITEM(S)

A. Approval of Demand Register(s) of August 24, 2019 – September 06, 2019.

B. Approval of Payroll Register(s) of September 06, 2019.

C. Approval of the Minutes of the Regular Meeting(s) of August 27, 2019.

D. Approval of A Resolution of the City Council of the City of Arvin for the Release of Maintenance Security for Improvements Within the Public Right-of-Way Within Tract 5816 Phase 9.

E. Approval of A Resolution of the City Council of the City of Arvin for the Release of Maintenance Security for Improvements Within the Public Right-of-Way Within Tract 7321.

F. Approval of Job Description Update for Reserve Police Officer.

Staff recommends approval of the Consent Agenda.

Motion _____ Second _____ Vote _____

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

5. STAFF REPORTS

A. Monthly Financial Report – June 2019

6. COUNCIL MEMBER COMMENTS

7. 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 September 06, 2019.



Cecilia Vela, City Clerk

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

4.A.1

Demand Register 09.04.19

Date: 09/04/2019

Time: 5:51 pm

Page: 1

City of Arvin

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ALESHIRE & WYNDER, LLP	28-209	LEGAL SVC. JULY 2019	0	00/00/0000	27,246.41
				Vendor Total:	27,246.41
ALLAN HANCOCK COLLEGE	01-485	POST CERT FTO CRSE-PADILLA SEPT 9-13, 2019	0	00/00/0000	230.00
				Vendor Total:	230.00
AMERICAN BUSINESS MACHINES	01-520	TONER FREIGHT-CITY HALL COPIER	0	00/00/0000	8.00
				Vendor Total:	8.00
OLAN R. ARMSTRONG	01-722	EXP REP REIMB-HOSES&NOZZLE TO WASH VEHICLES	0	00/00/0000	103.79
				Vendor Total:	103.79
ARVIN COMM SERVICES DIST	01-705	SERVICE 7.24.19 - 8.23.19	0	00/00/0000	10,219.47
				Vendor Total:	10,219.47
AT&T MOBILITY	01-803	M&I CELLPHONES-6.23.19-7.22.19	0	00/00/0000	187.32
				Vendor Total:	187.32
AT&T	26-909	BILL#9391056024 SERVICE 7.13.19 - 8.12.19	0	00/00/0000	1,297.30
				Vendor Total:	1,297.30
BRANDON'S TRANSMISSION	50-015	MAINTENANCE- FLEET# 318	0	00/00/0000	4,674.56
				Vendor Total:	4,674.56
C & T AUTOMOTIVE, INC	03-757	MAINTENANCE- FLEET# 265	0	00/00/0000	45.12
				Vendor Total:	45.12
CALED	03-050	MEMBERSHIP- MAYOR GURROLA	0	00/00/0000	100.00
				Vendor Total:	100.00
CINTAS	50-006	UNIFORM SVC 8.7.19	0	00/00/0000	116.90
				Vendor Total:	116.90
CLEAN CUT LANDSCAPE MANAGE	48-477	JULY-19 MO MANTANCE-LLMD#1	0	00/00/0000	3,325.00
				Vendor Total:	3,325.00
COMMUNICATION ENTERPRISES	03-580	M&I RADIO USAGE- AUG 2019 SVC	0	00/00/0000	165.00
				Vendor Total:	165.00
COMPLETE HARDWARE STORE &	48-463	MATERIALS-DESK REPAIR-TRANSIT	0	00/00/0000	6.04
				Vendor Total:	6.04
FEDEX	06-012	JULY-AUG SVCS- A#2682-4176-0	0	00/00/0000	1,078.62
				Vendor Total:	1,078.62
GARCIA, JASMIN	48-619	EDUCATION REIMB-8.26.19	0	00/00/0000	1,500.00
				Vendor Total:	1,500.00
GOLDEN EMPIRE TOWING INC	28-180	TOWING SVC-8.8.19 FLEET# 275	0	00/00/0000	50.00
				Vendor Total:	50.00
GRANITE CONSTRUCTION	07-700	COLDMIX- POTHOLES	0	00/00/0000	733.64
				Vendor Total:	733.64
INDEPENDENT FIRE & SAFETY	09-560	SEMI-ANNUAL MTNCE-SINGLE BUCKEYE SYST-STE Y 7.31.19	0	00/00/0000	437.03
				Vendor Total:	437.03
JIM BURKE FORD	10-380	MAINTENANCE - FLEET# 269	0	00/00/0000	1,223.48
				Vendor Total:	1,223.48
KERN PLUMBING & BACKFLOW	49-049	ANNUAL INSP &RE-CERTIFIED-GITS	0	00/00/0000	300.00
				Vendor Total:	300.00
KEVIN ARCHULETA	48-605	POST CERT FTO CRSE-9/9-13,2019	0	00/00/0000	410.00
				Vendor Total:	410.00
KSI	48-770	SPLASH PARK REPAIR-SMOTHPK	0	00/00/0000	2,927.25
				Vendor Total:	2,927.25
MOUNTAINSIDE DISPOSAL	13-585	LANDFILL FEE 8.1.19	0	00/00/0000	162.12

Attachment: Demand Register Aug 24, 2019 - Sept 06, 2019 (Demand Register(s) of August 24, 2019 - September 06, 2019.)

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

4.A.1

Demand Register 09.04.19

Date: 09/04/2019

Time: 5:51 pm

Page: 2

City of Arvin

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>162.12</u>
NALLELY PALMA	62-007	FACEPAINTING-NNO 2019 EVENT	0	00/00/0000	120.00
				Vendor Total:	<u>120.00</u>
OC RUGGED LAPTOPS	28-386	REFURBISHED THOUGBOOK PO#00001511	0	00/00/0000	10,821.00
				Vendor Total:	<u>10,821.00</u>
OFFICE DEPOT, INC	15-300	OFFICE SUPPLIES-POLICE	0	00/00/0000	869.57
				Vendor Total:	<u>869.57</u>
PADILLA, BRIANNA	48-474	POST CERT FTO CRSE-9/9-13,2019	0	00/00/0000	410.00
				Vendor Total:	<u>410.00</u>
PG & E	16-004	SVC 6.13.19-6.24.19 A#9132070691-3	0	00/00/0000	701.20
				Vendor Total:	<u>701.20</u>
PRO AIR	28-051	AC REPAIR- TRANSIT	0	00/00/0000	447.72
				Vendor Total:	<u>447.72</u>
SO. CAL. GAS CO.	19-597	SVC 7.25.19-8.23.19	0	00/00/0000	156.72
				Vendor Total:	<u>156.72</u>
SOUTHERN VALLEY CHEMICAL	19-605	RED DYE- PARKS	0	00/00/0000	357.13
				Vendor Total:	<u>357.13</u>
SPARKLETTS	04-046	SVC- JULY 2019- POLICE	0	00/00/0000	281.50
				Vendor Total:	<u>281.50</u>
SPECTRUM BUSINESS	02-581	PUB WORKS-SVC 7.29.19-8.28.19 A#0050697948-01	0	00/00/0000	104.33
				Vendor Total:	<u>104.33</u>
STELLARACTIVE	28-432	WEB HOSTING-SEPT2019 - FEB2020	0	00/00/0000	414.00
				Vendor Total:	<u>414.00</u>
TEL-TEC SECURITY SYSTEMS	20-278	ADOBE-CELL FIRE MONITORING	0	00/00/0000	55.00
				Vendor Total:	<u>55.00</u>
THE HOME DEPOT	20-361	SCRUBBER- VETERAN'S HALL	0	00/00/0000	3,104.20
				Vendor Total:	<u>3,104.20</u>
TRAFFIC MANAGEMENT, INC	28-415	PAINT- STREETS	0	00/00/0000	3,360.63
				Vendor Total:	<u>3,360.63</u>
TYACK TIRES INC.	49-085	FLAT TIRE REPAIR- UNIT#315	0	00/00/0000	909.94
				Vendor Total:	<u>909.94</u>
VEOLIA WATER NA - MAINT-NOTE	22-282	O&M WASTEWATER TREATMENT- JULY 2019	0	00/00/0000	133,048.68
				Vendor Total:	<u>133,048.68</u>
				Grand Total:	<u>211,708.67</u>
				Less Credit Memos:	0.00
				Net Total:	<u>211,708.67</u>
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	<u>211,708.67</u>
	Total Invoices:	58			

Attachment: Demand Register Aug 24, 2019 - Sept 06, 2019 (Demand Register(s) of August 24, 2019 - September 06, 2019.)

EARNINGS REPORT

PAYROLL 09-06-19

Emp. Code Desc.: CITY OF ARVIN
 From 08/24/2019 to 09/06/20
 City of Arvin

Date: 9/6/2019
 Time: 12:48:03

Employee Name	Employee ID	15X ADMLV DEGRE JURY PERE SCKCO TRAIN VACCO	1X ADPAY DIFFL LONG PERS SEVR TUPGR VACTO	1XFTO ALLOW FH MILIT PHALW SHOE UACL WRKCO	25X BERV FTO MISC POST SICK UAPEP	2X BNFT1 HLPER PBD PTO SRO UNADV	3X COMP HOL PBD3 REG SSWEP URCL	ADJ CTO HP1X PBDCO RETOT STDBY URPEP	ADLCO CTYWK INSUR PDADL RETRO STLMT VAC	Oth Tot
Grand Total:	Employee Count: 52	0.00	7,423.79	0.00	0.00	823.49	0.00	0.00	8,169.00	0.00
		0.00	0.00	200.00	0.00	761.58	0.00	342.52	928.00	133,630.60
		276.94	176.40	0.00	0.00	0.00	5,599.92	3,812.52	1,619.16	
		0.00	2,183.67	0.00	0.00	802.57	0.00	0.00	0.00	
		0.00	0.00	300.00	710.89	0.00	87,581.43	0.00	0.00	
		810.00	0.00	0.00	4,811.02	0.00	0.00	0.00	0.00	
		0.00	240.52	0.00	0.00	90.78	0.00	0.00	2,863.46	
		0.00	0.00	3,102.94						

COST REPORT

PAYROLL 09-06-19

Emp. Code Desc.: CITY OF ARVIN
 From 08/24/2019 to 09/06/20
 City of Arvin

Date: 9/6/2019
 Time: 12:48:21

Employee Name	Employee ID	PER3E PERS3 SUTA	FUTA PER5E PERS4	MC PER6E PERS5	MC1 PER9E PERS6	PER1E PERCP PERS8	PER2D PERS PERS9	PER2E PERS1 SS	PER2M PERS2 SS1	Oth Tot
Grand Total:	Employee Count: 52	0.00	0.00	1,680.72	320.09	0.00	1,357.10	0.00	968.45	0.00
		1,307.56	119.82	0.00	0.00	0.00	0.00	0.00	2,485.09	23,816.80
		2,587.53	0.00	0.00	1,979.36	2,336.51	0.00	7,069.72	1,604.87	
		0.00								

Attachment: Payroll Register of September 06, 2019 (Payroll Register(s) of September 06, 2019.)

REGULAR MEETING MINUTES

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

AUGUST 27, 2019

CALL TO ORDER @ 5:30PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: All present; CM Franetovich arrived late during Public Comments Item 3 and CM Martinez arrived late during Councilmember Comments Item 8.

1. Approval of Agenda as To Form.

Motion to approve the Agenda with the following changes:

- Pull Item 4F from the Consent Agenda to be discussed in open session.
- Continue Public Hearing Item 5A to the Regular City Council Meeting of September 24, 2019.

Motion Mayor Gurrola Second CM Trujillo Vote 3-0

2. CLOSED SESSION ITEM(S)

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

CLOSED SESSION REPORT BY LEGAL COUNSEL:

No reportable action.

3. PUBLIC COMMENTS

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

4. 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.

Resolution No. 2019-71
Agreement No. 2019-20

- 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.

Resolution No. 2019-72

- 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.

Resolution No. 2019-73

Staff recommends approval of the Consent Agenda.

Consent Agenda Item 4F pulled for discussion. Motion to approve Consent Agenda Items 4A, 4B, 4C, 4D, 4E, and 4G.

Motion Mayor Gurrola Second CM Trujillo Vote 4-0

Mayor Gurrola recused himself and was not present during discussion and voting for Consent Agenda Item 4F due to a conflict of interest.

Motion to approve Consent Agenda Item 4F.

Motion MPT Robles Second CM Franetovich Vote 3-0 (Mayor Gurrola recused himself from the discussion and vote due to a conflict of interest.)

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 Arston 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.

Above Public Hearing Item 5A continued to the Regular City Council Meeting of September 24, 2019.

- 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.

Hearing opened.

No public testimony.

Hearing closed.

Motion to waive second reading of the Ordinance and approve the adoption of the Ordinance.

Motion Mayor Gurrola

Second CM Trujillo

Vote 4-0

Ordinance No. 2019-460

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; 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. (Director of Administrative Services)

Staff recommends approval of the Joint Resolution.

Motion to approve the 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; 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.

Motion Chair/Mayor Gurrola

Second AM/CM Franetovich

Vote 4-0

Resolution No. 2019-74

7. STAFF REPORTS

8. COUNCIL MEMBER COMMENTS

9. ADJOURNED @ 6:14PM

Respectfully submitted,

Cecilia Vela, City Clerk

DRAFT



CITY OF ARVIN Staff Report

Meeting Date: September 10, 2019

TO: City Council

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR THE RELEASE OF MAINTENANCE SECURITY FOR IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN TRACT 5816 PHASE 9

BACKGROUND:

Phase 9 of Tract 5816 is comprised of 82 lots across 23.98 acres between Tesoro Drive, Comanche Drive, El Camino Real, and La Lila Avenue. The land was originally purchased by Sycamore Villas LLC, and a final map was prepared and recorded with the County Recorder on December 5, 2006. The land was subsequently sold to LeOra, LLC, and the rights and responsibilities of the development agreement and its subsequent amendments were assigned to LeOra, LLC.

LeOra, LLC has since constructed the improvements within the public right-of-way (ROW). As allowed by the Subdivision Agreement, the developer previously requested a reduction in the letter of credit that was provided as a security for the improvements. A substitute LOC in the amount of 10% of the cost of the improvements was provided as maintenance security for a one-year period of time from City Council Acceptance of the public improvements. Said reduction was approved by the City Council at the City Council meeting of August 21, 2018. The developer has now requested a release of the maintenance security now that the one-year window of time has lapsed.

Through the one-year maintenance period, the City Engineer did not request any items to be repaired by the developer, and the City received no complaints from residents that would have required such maintenance. Therefore, it is appropriate for the City Council to release, by resolution, the 10% LOC previously required.

FINANCIAL IMPACT:

No cost impacts to the City at this time.

RECOMMENDATION:

Staff recommends the release of the 10% LOC previously required for maintenance purposes.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR THE RELEASE OF MAINTENANCE SECURITY FOR IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN TRACT 5816 PHASE 9

WHEREAS, Phase 9 of Tract 5816 is comprised of 82 lots across 23.98 acres between Tesoro Drive, Comanche Drive, El Camino Real, and La Lila Avenue; and

WHEREAS, The land was originally purchased by Sycamore Villas LLC, and a final map was prepared and recorded with the County Recorder on December 5, 2006; and

WHEREAS, The land was subsequently sold to LeOra, LLC, and the rights and responsibilities of the development agreement and its subsequent amendments were assigned to LeOra, LLC, and the rights and responsibilities of the development agreement and its subsequent amendments were assigned to LeOra, LLC.; and

WHEREAS, LeOra, LLC has since constructed the improvements within the public right-of-way (ROW). As allowed by the Subdivision Agreement, the developer previously requested a reduction in the letter of credit that was provided as a security for the improvements; and

WHEREAS, A substitute LOC in the amount of 10% of the cost of the improvements was provided as maintenance security for a one-year period of time from City Council Acceptance of the public improvements; and

WHEREAS, Said reduction was approved by the City Council at the City Council meeting of August 21, 2018; and

WHEREAS, The developer has now requested a release of the maintenance security now that the one-year window of time has lapsed; and

WHEREAS, Through the one-year maintenance period, the City Engineer did not request any items to be repaired by the developer, and the City received no complaints from residents that would have required such maintenance; and

WHEREAS, Therefore, it is appropriate for the City Council to release, by resolution, the 10% LOC previously required; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF ARVIN AS FOLLOWS:

Section 1: The foregoing recitals are true and correct.

Section 2: The improvements described herein which are within the public right-of-way are found to be defect free through the one-year maintenance term.

Section 3: The full amount of the letter of credit, \$62,141.70, is hereby released.

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 10th day of September, 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.

VALLEY REPUBLIC BANK
IRREVOCABLE LETTER OF CREDIT

City of Arvin

Attention: City Manager

RE: IRREVOCABLE LETTER 2017-37

Expires on: August 21, 2019

Gentlemen:

This letter of credit is given to fulfill the requirements of that certain Subdivision Improvement Agreement entered into between the City of Arvin, a political subdivision of the County of Kern, hereinafter referred to as "Arvin", and LeOra, LLC regarding property known as Tract 5816, Phase 9, which property has been purchased by LeOra, LLC hereinafter referred to as "Principal", covering certain improvements to be installed in that certain subdivision known and designated as Tract 5816 Phase 9 by Principal in accordance with said agreement.

As required by said above mentioned agreement, and for that purpose only, we hereby establish in favor of Arvin and for account of Principal our Irrevocable Letter of Credit No.2017-37, in the amount of Sixty Two Thousand One Hundred Forty One and 70/100 Dollars (\$62,141.70) to be paid by drafts at sight on us if accompanied by the following document:

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

It is a condition of this letter of credit that from time to time the amount thereof may be reduced with the agreement of Arvin as the required work progresses and is performed in accordance with the Improvement Standards of the City of Arvin. All drafts under this letter of credit shall be marked: *(Valley Republic Bank, 5000 California Avenue #110 and Irrevocable Letter of Credit No.2017-37)*

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

Irrevocable Letter of Credit No. 2017-37 dated July 11, 2017 is hereby terminated and replaced by this Irrevocable Letter of Credit No. 2017-37 dated September 20, 2018

September 20, 2018

Valley Republic Bank

By: _____

John C. Smith, Executive Vice President

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

LeOra, LLC
6501 Fruitvale Avenue, Bakersfield, CA 93308
Michael Hair mh@yourvalleybuilder.com

August 19, 2019

Mr. Adam Ojeda
City of Arvin, City Engineer
200 Campus Drive
Arvin, CA 93203

Dear Mr. Adam Ojeda,

Tract 5816 Phase 9, one year expiration on the 10% maintenance bond is August 21, 2019.

LeOra LLC does hereby request that the City of Arvin release Tract 5816 Phase 9 maintenance bond on that date.

Attached is a copy of the Letter of Credit (\$62,141.70) for which we are requesting release.

Please call me if you have any questions.

Sincerely,



Michael F. Hair
LeOra, LLC

cc: Jerry Breckenridge, City of Arvin City Manager

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

	Total Cost	Est. Amount of Incomplete Improvements
Water Improvements	\$ 675,988.00	\$ 675,988.00
Sewer Improvements	\$ 233,204.00	\$ 233,204.00
Street Improvements	\$ 788,063.00	\$ 788,063.00
Storm Drain Improvements . . .	\$ 107,198.00	\$ 107,198.00
Contingency/Inflation (20%):	\$ 360,890.60	\$ 360,890.60
Total	\$ 2,165,343.60	\$ 2,165,343.60

- (c) Said improvement security shall be in the amount of 100% of the total estimated cost of the improvement, conditioned upon the faithful performance of the Agreement, as follows:
 - (1) The faithful performance and full and timely completion of the work according to this Agreement; and
 - (2) The guarantee and maintenance of the work of improvement for a period of one (1) year following the completion and approval thereof, against defective work or labor done, or defective materials furnished, in the performance of this Agreement; and
- (d) Said improvement security shall also be in an additional amount of 100% of the total estimated cost of the improvement, securing payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the improvement; and if such portion of the improvement security is:
 - (1) A cash deposit, suit may be maintained against the holder of such deposit; or
 - (2) A surety bond, suit may be maintained against the surety, or an instrument of credit, suit may be maintained against the financial institution of obligating itself as trustee on such instrument.

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

- (a) Improvement security may be reduced or released on order of the City Engineer in accordance with this Section.
- (b) Improvement security given for the faithful performance of the Agreement shall be reduced at the time and in the manner provided herein, subject to retention of security for defects as hereinafter provided.
- (c) Whenever improvement security is reduced on account of approval of units of the work such shall be subject to retention of security for defects and security against damage as hereinafter provided.
- (d) In any case, however, City in the exercise of its reasonable discretion shall retain ten percent (10%) of the improvement security for faithful performance to secure the maintenance and guarantee of such improvement work for a period of one (1) year following the operative date of the order of said Council for the acceptance or approval thereof, as the case may be, and (in the case of acceptance or approval of a unit of the improvement work as it progresses) to secure the maintenance and guarantee of the work of improvement so accepted or approved against damage thereto by any other work undertaken by Subdivider or its surety. The amounts of improvement security so retained shall be finally released one (1) year following the operative date of the order of the City Council for the acceptance or approval thereof, as the case may be, provided that no defective work or labor done or defective materials furnished in the performance of the work has been discovered within such one (1) year period and reported in writing to the said Council, and further provided (in the case of acceptance of a unit or units of the improvement work as it progresses) that no damage has been done to the required improvement work so accepted by any other work undertaken by Subdivider or its surety.

Attachment: Subdivision agreement - security (Tract 5816 Phase 9 maintenance bond release)



CITY OF ARVIN Staff Report

Meeting Date: September 10, 2019

TO: City Council

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR THE RELEASE OF MAINTENANCE SECURITY FOR IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN TRACT 7321

BACKGROUND:

Tract 7321 is comprised of 20 lots proposed to subdivide 2.58 acres between Hacienda Place, Sevilla Avenue, Tesoro Drive, and the drainage sump for Tract 5816 phase 9. This land was previously known as lot 82 of phase 9 of tract 5816 prior to its purchase by LeOra LLC.

A final map was been prepared by LeORA, LLC which showed the subdivision of the twenty lots as well as easements for utilities and sidewalks for approval by the City Council. Said map was approved by City Council at the City Council Meeting on April 3, 2018. A subdivision agreement for the tract was approved by the City Council at the same meeting. At the time, LeOra, LLC provided security in the amount of 10% of the estimated costs of the improvements as a maintenance security for a period of one-year after the improvements had been dedicated to, and accepted by, the City on April 3, 2018.

LeOra, LLC has since completed the construction of improvements within the public right-of-way (ROW). The developer has now requested a release of the maintenance security now that the one-year window of time has lapsed.

Through the one-year maintenance period, the City Engineer did not request any items to be repaired by the developer, and the City received no complaints from residents that would have required such maintenance. Therefore, it is appropriate for the City Council to release, by resolution, the 10% LOC previously required.

FINANCIAL IMPACT:

No significant cost impacts to the city.

RECOMMENDATION:

Staff recommends the release of the 10% LOC previously required for maintenance purposes.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR THE RELEASE OF MAINTENANCE SECURITY FOR IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN TRACT 7321

WHEREAS, Tract 7321 consists of the subdivision of 2.58 acres of land into twenty (20) separate lots between Hacienda Place, Sevilla Avenue, Tesoro Drive, and the drainage sump for Tract 5816 phase 9; and

WHEREAS, This land was previously known as lot 82 of phase 9 of tract 5816 prior to it's purchase by LeOra LLC; and

WHEREAS, A final map was been prepared by LeORA, LLC which showed the subdivision of the twenty lots as well as easements for utilities and sidewalks for approval by the City Council; and

WHEREAS, Said map was approved by City Council at the City Council Meeting on April 3, 2018; and

WHEREAS, A subdivision agreement for the tract was approved by the City Council at the same meeting; and

WHEREAS, At the time, LeOra, LLC provided security in the amount of 10% of the estimated costs of the improvements as a maintenance security for a period of one-year after the improvements had been dedicated to, and accepted by, the City on April 3, 2018; and

WHEREAS, LeOra, LLC has since completed the construction of improvements within the public right-of-way (ROW); and

WHEREAS, The developer has now requested a release of the maintenance security now that the one-year window of time has lapsed; and

WHEREAS, Through the one-year maintenance period, the City Engineer did not request any items to be repaired by the developer, and the City received no complaints from residents that would have required such maintenance; and

WHEREAS, Therefore, it is appropriate for the City Council to release, by resolution, the 10% LOC previously required;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF ARVIN AS FOLLOWS:

Section 1: The foregoing recitals are true and correct.

Section 2: The improvements described herein which are within the public right-of-way are found to be defect free through the one-year maintenance term..

Section 3: The full amount of the letter of credit, \$6,604.00, is hereby released.

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 10th day of September, 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.

*All works of improvement have been installed, but not dedicated or accepted. The remaining value of incomplete improvements is estimated at \$0.00.

- (c) No subdivision improvement performance security is required given the remaining estimated value of incomplete improvements is \$0.00. Subdivision improvement payment security shall be in the amount of \$6,604.00, which is of 10% of the Engineer's Estimate of \$66,041.00, which may then be "rolled over" as security of guarantee and maintenance of the work of improvement. Subdivider is required to provide security for the guarantee and maintenance of the work of improvement for a period of one (1) year following the completion and approval thereof, against defective work or labor done, or defective materials furnished, in the performance of this Agreement; and
- (d) Said security for guarantee and maintenance of the work of improvement shall be in the amount of \$6,604.00, which is of 10% of the Engineer's Estimate of \$66,041.00; and if such portion of the guarantee and maintenance security is:
 - (1) A cash deposit, suit may be maintained against the holder of such deposit; or
 - (2) A surety bond, suit may be maintained against the surety, or an instrument of credit, suit may be maintained against the financial institution of obligating itself as trustee on such instrument.

8. REDUCTION AND RELEASE OF SECURITY:

- (a) Improvement security (if any) may be reduced or released on order of the City Engineer in accordance with this Section.
- (b) Improvement security (if any) given for the faithful performance of the Agreement shall be reduced at the time and in the manner provided herein, subject to retention of security for defects as hereinafter provided.
- (c) Whenever improvement security (if any) is reduced on account of approval of units of the work such shall be subject to retention of security for defects and security against damage as hereinafter provided.
- (d) In any case, however, City in the exercise of its reasonable discretion shall retain ten percent (10%) of the improvement security, or require replacement security, for faithful performance to secure the maintenance and guarantee of such improvement work for a period of one (1) year following the operative date of the order of said Council for the acceptance or approval thereof, as the case may be, and (in the case of acceptance or approval of a unit of the improvement work as its progresses) to secure the maintenance and guarantee of the work of improvement so accepted or approved against damage thereto by any other work undertaken by Subdivider or its surety. The amounts of improvement security so retained shall be finally released

one (1) year following the operative date of the order of the City Council for the acceptance or approval thereof, as the case may be, provided that no defective work or labor done or defective materials furnished in the performance of the work has been discovered within such one (1) year period and reported in writing to the said Council, and further provided (in the case of acceptance of a unit or units of the improvement work as it progresses) that no damage has been done to the required improvement work so accepted by any other work undertaken by Subdivider or its surety.

- (e) Improvement security for payment to the contractor, or any of his subcontractors of any person renting equipment or furnishing labor or materials to them for the work of improvement may, six (6) months after the completion of the work of improvement and the making of the order for its acceptance or approval, as the case may be, be reduced to an amount not less than the total of all claims on which an action has been filed and notice thereof given in writing to City, and if no such action is filed, such improvement security may be released in full.

9 COMPLETION BY SURETY OR CITY:

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

LeOra, LLC

6501 Fruitvale Avenue, Bakersfield, CA 93308

Michael Hair mh@yourvalleybuilder.com

September 5, 2019

Mr. Adam Ojeda
City of Arvin, City Engineer
200 Campus Drive
Arvin, CA 93203

Dear Mr. Adam Ojeda,

Tract 7321, one year expiration on the 10% maintenance bond was April, 2019.

LeOra LLC does hereby request that the City of Arvin release Tract 7321 maintenance bond.

Attached is a copy of the recorded Agreement for which we are requesting release.

Please call me if you have any questions.

Sincerely,



Michael F. Hair
LeOra, LLC

cc: Jerry Breckenridge, City of Arvin City Manager

VALLEY REPUBLIC BANK

IRREVOCABLE LETTER OF CREDIT

City of Arvin

Attention: City Manager

RE: IRREVOCABLE LETTER 2018-41**Expires on: April 05, 2020**

Gentlemen:

This letter of credit is given to fulfill the requirements of that certain Subdivision Improvement Agreement entered into between the City of Arvin, a political subdivision of the County of Kern, hereinafter referred to as "Arvin", and LeOra, LLC regarding property known as Tract 7321, which property has been purchased by LeOra, LLC hereinafter referred to as "Principal", covering certain improvements to be installed in that certain subdivision known and designated as Tract 7321 by Principal in accordance with said agreement.

As required by said above mentioned agreement, and for that purpose only, we hereby establish in favor of Arvin and for account of Principal our Irrevocable Letter of Credit No.2018-41, in the amount of Six Thousand Six Hundred Four Dollars (\$6,604.00) to be paid by drafts at sight on us if accompanied by the following document:

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

It is a condition of this letter of credit that from time to time the amount thereof may be reduced with the agreement of Arvin as the required work progresses and is performed in accordance with the Improvement Standards of the City of Arvin. All drafts under this letter of credit shall be marked: *(Valley Republic Bank, 5000 California Avenue #110 and Irrevocable Letter of Credit No.2018-41)*

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

March 26, 2018

Valley Republic Bank

By: *John C. Smith, Executive Vice President*

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



CITY OF ARVIN Staff Report

Meeting Date: September 10, 2019

TO: City Council

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

SUBJECT: Approval of Job Description Update for Reserve Police Officer

BACKGROUND

The job description being presented is for a Reserve Police Officer position. The Police Department is seeking to increase its Police Officer Reserve pool. City staff was unable to locate an adopted job description for this position and is presenting this job description to the Council for council consideration. Staff is seeking authorization to adopt this job description and begin recruitment for the position.

RECOMMENDATION

1. The City Council adopts the new job description for Police Officer reserve position.
2. The City Council authorize the advertisement and fulfillment of the reserve position.

FISCAL IMPACT

There is no fiscal impact caused by the addition of the job description or position. This is a non-paid, volunteer position that does not include any benefits. There are some nominal costs associated with the filling the position such as uniform, equipment etc. that may be incurred. However, these costs are already included in the FY 19-20 police department budget.

Schedule A
Job Description & Step Schedule Level

New Job Descriptions

1. Police Officer Reserve

Non represented, Volunteer



City of Arvin
RESERVE POLICE OFFICER

DEPARTMENT: POLICE DEPARTMENT
FLSA STATUS: N/A
UNIT: VOLUNTEER
GRADE:

JOB SUMMARY

In accordance with the community-based policing philosophy and under general supervision, perform a variety of duties in the enforcement of laws, the protection of persons and property, crime prevention, control traffic flow and enforce State and local regulations, safe operation of police units, and a variety of technical and administrative tasks in support of the police department.

DISTINGUISHING CHARACTERISTICS

This is a non-paid (volunteer) position and does not include any benefits. After successfully completing the Police Officer Standards and Training (P.O.S.T.) Field Training Program, the Level 1 reserve officer may work alone and perform the same duties as full-time regular officers. Must complete minimum of 24 hours of California P.O.S.T. Training (CPT) training every two years. Work normally consists of routine police tasks performed according to department rules and regulations. Incumbents receive general and special instructions and must be able to act without direct supervision. Work may involve personal danger.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory/management staff; may receive technical and functional supervision from an assigned Field Training Officer, as appropriate. Incumbents in this class do not routinely exercise supervision.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

- Responds to calls for police service in an assigned patrol beat, whether on foot, bicycle, motorcycle, or car.
- Handle calls as assigned, including any request for public service, including: reporting of crimes, traffic related incidents, basic first aid in emergency situations, local ordinance concerns, misdemeanor, or felony related incidents.
- Performs specialized assignments as required to include School Resource Officer, Police Area Representative, Emergency Service Team, Police Athletic League, or Investigations.
- Plan, write and execute search or arrest warrants as required for contraband, suspects, or evidence related to persons, vehicles, residences, or other facilities.
- Handle booking of suspects in accordance with appropriate laws.
- Interview witnesses and protect the integrity of all crime scene investigations.
- Properly process and store evidence in accordance with law and department policy.

Police Officer

Page 2 of 4

- Prepare cases for submission to the District Attorney and testify in court regarding case investigations, as needed.
- Assist investigators and perform as Officer in Charge in the absence of a sergeant.
- Conduct surveillance, intelligence gathering and specialized investigation of crimes referred to Investigation Section, including crimes against property or persons and traffic or narcotic violations.
- Provide technical crime scene investigation, including photography, fingerprint collection and processing to insure criminal prosecution with the District Attorney.
- Maintain a case log and close out cases as soon as possible.
- Regular and timely attendance.
- Performs other duties as required.

MINIMUM QUALIFICATIONS

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

Education:

Equivalent to completion of the twelfth grade. Successful completion of fifteen (15) semester units from an accredited college or university in criminal justice, law enforcement, police science, public or business administration or a related field.

Experience:

No previous experience required

Licenses and Certificates:

- POST Basic Certificate or a certificate of completion from a POST approved California Police Academy.
- CPR and First Aid Certificate.
- Valid California driver's license and a satisfactory driving record.

Other Requirements:

- Must be age 21 by date of appointment.
- Must be willing to work various shifts and holidays.
- Must not have been convicted of any misdemeanor or felony in this state or any other state or federal jurisdiction which carries a penalty of prohibiting ownership, possession, or control of a firearm (12021 (c) PC). Requires fingerprinting and full background investigation
- Bilingual English/Spanish preferred.
- Ability to pass an intensive background investigation, to include physical and psychological examinations.
- Skill in using computers and related software applications; ability to read a city map; providing customer service; using standard office equipment; and communicating both orally and in writing sufficient to exchange or convey information and to receive work direction.

Knowledge of:

- Modern police methods and procedures including patrol, crime prevention, traffic control, and investigation.
- Pertinent federal, state and local laws, codes and regulations including laws governing the apprehension, arrest, and custody of persons accused of felonies, misdemeanors, and petty offenses.
- Rules of evidence pertaining to search and seizure and preservation of evidence in traffic and criminal cases.
- Techniques and applications of self-defense and proper use of force.
- Operational characteristics of police equipment, vehicles, and tools including firearms. Methods and techniques used in interviewing witnesses, victims, complainants, or suspects.
- Office procedures, methods, and equipment including computers, all Microsoft Office applications, and other relevant software applications.
- Principles and techniques used in public and community relations as it relates to law enforcement activities.
- Basic principles of business letter writing and basic report preparation.
- Standard broadcasting procedures of a police radio system.
- Techniques and principles of effective interpersonal communication.
- Principles and practices of safety management.
- Techniques for providing a high level of customer service to the public and City staff, in person and over the telephone.

Ability to:

- Gather, assemble, analyze, evaluate, and use facts and evidence; demonstrate keen powers of observation and memory.
- Analyze situations correctly and adopt quick, effective, and reasonable courses of action with regard to surrounding circumstances.
- Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
- Make sound decisions, use good judgment, and think clearly and effectively in all situations.
- Understand and act in accordance with City and Police Department policies, procedures, and rules; interpret and apply policies, procedures, and rules to assigned personnel.
- Learn standard radio broadcasting procedures and rules, local geographic features, and streets, and to read maps quickly and accurately.
- Properly use and care for firearms and other work-related equipment.
- Administer first aid.
- Express oneself in English in a clear, distinct, and understandable manner when speaking to individuals, to people of different socio-economic levels, before various public and community groups, and when testifying in court.
- Write clearly, accurately, concisely, and legibly using correct English, grammatical construction, and spelling; read and interpret complex technical documents in English.

Police Officer

Page 4 of 4

- Understand and comply with oral and written instructions.
- Provide high quality customer service.
- Establish and maintain effective working relationships with those contacted in the course of the work including City and other government officials, community groups, the general public, and media representatives.

WORKING CONDITIONS

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

Work is performed in both office and field settings on a rotating shift schedule in all weather conditions. While performing the duties of this job, the employee is frequently required to sit, and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or operate objects, controls, or equipment; reach with hands and arms; climb or balance; run, stoop, kneel, crouch, or crawl; and taste or smell. The employee may be required to carry, drag, or restrain individuals from 50 to 300 pounds and lift in excess of 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Conditions present high stress and threat to personal safety during periods of search and seizure and arrest; may be exposed to toxic materials, bloodborne pathogens and other infectious environments, and moderate to excessive noise; have to deal with unruly or dangerous individuals, unsafe building sites and deadly force; may be required to extend work schedule during emergency situations.

HISTORY

Approved By:

Date:

City of Arvin - General Fund Revenue Analysis

Fiscal Year 2018-19 as of 06/30/19. % of year =100

Report updated 08/27/19. dollars in thousands (\$000)

Category	Budget	YTD	Budget %
Administrative Cost Recovery	297	338	113.8%
Business License etc.	56	67	119.6%
Franchise Fees	445	432	97.1%
Grants	34	40	117.6%
Planning Department Fees	578	403	69.7%
Police Department Fees	38	34	89.5%
Property Tax Fees	256	259	101.2%
Rental of Facilities	54	50	92.6%
Sales Tax - General	750	965	128.7%
Sales Tax - Measure L	1,783	1,841	103.3%
Vehicle License Fees/taxes	1,963	1,887	96.1%
One-Time Revenue	-		0.0%
Total General Fund Revenue YTD	6,254	6,316	101.0%

City of Arvin - General Fund Expense Analysis
 Fiscal Year 2018-19 as of 06/30/19. % of year = 100
 Dollars in thousands (000)

Category	Budget	YTD	Budget %
Salaries and Benefits	4,126	3,582	86.8%
Kern County Fire Contract	621	621	100.0%
General City Expenses	401	283	70.6%
*Professional Service Contracts	283	641	226.5%
Maintenance	225	205	91.1%
Legal	246	270	109.8%
Information Technology	128	144	112.5%
Utilities	226	247	109.3%
Total General Fund Expenses	6,256	5,993	95.8%

*Prof Serv Contracts: (641 k year to date)

Planning/Engineering:

JAS Pacific - Planning	321
JAS Pacific - Build Inspect	56
DeWalt - Engineering	110
Other	40

Planning/Engineering total 527

Administration:

Audit	58
Sphere of Influence Study	25
Other	15
City Manager Recruitment	7

Administration total 105

Police 9
