



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

TUESDAY SEPTEMBER 22, 2020 6:00pm

(Regular Session will commence no earlier than 6:00pm. Closed Session will commence soon after Regular Session however, it is not open to the public.)

**CITY HALL COUNCIL CHAMBERS
200 CAMPUS DRIVE, ARVIN**

This meeting is compliant with the Governor’s Executive Order N-25-20 issued on March 4, 2020 and N-29-20 issued on March 18, 2020, allowing for a deviation of teleconference rules required by the Brown Act. The purpose of this is to provide a safe environment for staff and the public to conduct city business, while allowing for public participation. The meeting will be held by teleconference only. The public may participate by calling:

1-669-900-9128

Meeting ID: 814 7122 3031#

To join the meeting from your computer, tablet or smartphone click on the following link:

<https://us02web.zoom.us/j/81471223031>

The meeting agendas are available at: <https://www.arvin.org/government/clerk/meeting-agendas-minutes/documents-page/>

The city will accept comments on any items on the agenda, inclusive of closed session items, in writing, and in advance of the meeting, **up until Monday, September 21, 2020 at 3:00pm.** Comments may be mailed to City of Arvin, City Clerk’s Office, PO Box 548, Arvin, CA 93203 or emailed to cvela@arvin.org. In the subject line, please provide “PUBLIC COMMENT ITEM #” (insert the item number relevant to your comment) or “PUBLIC COMMENT NON-AGENDA ITEM”. All public comments will be provided to the City Council and may be read into the record or compiled as part of the record.

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



I pledge allegiance to the flag of the United States of America
and to the Republic for which it stands, one nation, under
God, indivisible, with liberty and justice for all.

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. CLOSED SESSION REPORT FROM REGULAR CITY COUNCIL MEETING OF SEPTEMBER 08, 2020. (City Attorney)

4. CONSENT AGENDA ITEM(S)

- A.** Approval of Demand Register(s) of September 05, 2020 – September 18, 2020.
- B.** Approval of Payroll Register(s) of September 18, 2020.
- C.** Approval of the Minutes of the Regular Meeting(s) of September 08, 2020.
- D.** Approval of A Resolution of the City Council of the City of Arvin Authorizing the City Manager to Execute A CARES Act Subrecipient Agreement with Self- Help Enterprises (SHE), and Authorizing Related Actions.
- E.** Approval of A Resolution of the City Council of the City of Arvin Approving Application(s) for Proposition 68 Per Capita Grant Funds, and Authorizing Related Actions.
- F.** Approval of A Resolution of the City Council of the City of Arvin Approving an Easement In Favor of Pacific Gas and Electric Company In Support of the City of Arvin Electric Bus Charging Station Project and Granting City Staff Authority to Execute Said Easement.
- G.** Approval of A Resolution of the City Council of the City of Arvin for the Release of Maintenance Security Provided by Leora LLC for Tract 5816 Phase 10B.
- H.** Approval of A Resolution of the City Council of the City of Arvin Approving the City's Response to the 2018-2019 Kern County Grand Jury Report of June 3, 2019.
- I.** Authorize the City Manager To Enter Into an Agreement for Provision of Added Construction Inspection Services with Whitney Oak, LLC, Subject To Approval As To Legal From by the City Attorney.

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 Adopting an Ordinance of the City Council of the City of Arvin Amending the Arvin Municipal Code to Add Standards for the Bear Mountain Central Business District, Update Notice Provisions, and Add Use Permit Findings. (Senior Planner)

Staff recommends the City Council consider adopting the Ordinance to be ready 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. ACTION ITEM(S)

- A. Discussion and Action on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic.

Staff recommends to discuss and take action as appropriate.

Motion _____ Second _____ Vote _____

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

7. STAFF REPORTS

- A. Derby Signal Project Update (City Engineer)

8. COUNCIL MEMBER COMMENTS

9. CLOSED SESSION ITEM(S)

- A. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code, § 54957.6):
City Negotiator: Colin Tanner, Lead Negotiator and Pawan Gill, Director of Administrative Services
Employee Organizations: Arvin Police Officers Association (APOA) and Central California Association of Public Employees SEIU Local 521.

B. Threats to Public Services or Facilities (Pursuant to Government Code, § 54957(a).)

Consultation with: City Attorney and/or City Emergency or Critical Function Personnel.

10. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the Arvin City Council Chambers Bulletin Board not less than 72 hours prior to the meeting. Dated September 18, 2020.



Cecilia Vela, City Clerk

Edit List of Invoices - Detail w/GL

Date: 09/16/2020

Time: 9:30 am

Page: 1

City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Net Amount
51788	ALLSTATE	08/28/2020	BOFA	POST TAX INS 08.28.20	217.44
01-452	P.O. BOX 650514	09/08/2020	N		0.00
	DALLAS	08/28/2020	N	N	0.00
	TX 75265-0514	08/28/2020	0.00	N	0
	<Emailing Stub Disabled>	08/28/2020	CASE 91936 08.28.20		217.44

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0214	POST TAX DEDUCTIONS		217.43	0.00
Distribution Total			217.43	0.00

Vendor Total: 217.44

51789	AT&T MOBILITY	08/22/2020	BOFA	M&I + COVID CELL PHONES	
01-803	PO BOX 6463	09/08/2020	N	07.23.20 - 08.22.20	277.96
	CAROL STREAM	08/22/2020	N	N	0.00
	IL 60197-6463	08/22/2020	0.00	N	0
	<Emailing Stub Disabled>	08/22/2020	287251442687X08282020		277.96

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5056	TELEPHONE		188.12	0.00
319-001-5179	COVID-19 SUPPORT		44.92	0.00
319-007-5179	COVID-19 SUPPORT		44.92	0.00
Distribution Total			277.96	0.00

Vendor Total: 277.96

51790	AT&T	08/13/2020	BOFA	9391033189 07.13.20 - 08.12.20	
26-909	P.O. BOX 9011	09/08/2020	N		364.71
	CAROL STREAM	08/13/2020	N	N	0.00
	IL 60197	08/13/2020	0.00	N	0
	<Emailing Stub Disabled>	08/13/2020	000015180710		364.71

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5056	TELEPHONE		36.48	0.00
100-007-5056	TELEPHONE		72.95	0.00
100-014-5056	TELEPHONE		164.14	0.00
400-023-5056	TELEPHONE		36.48	0.00
100-009-5056	TELEPHONE		18.24	0.00
100-019-5056	TELEPHONE		18.24	0.00
100-002-5056	TELEPHONE		18.23	0.00
Distribution Total			364.76	0.00

51791	AT&T	08/13/2020	BOFA	9391056024 07.13.20 - 08.12.20	
26-909	P.O. BOX 9011	09/08/2020	N		546.24
	CAROL STREAM	08/13/2020	N	N	0.00
	IL 60197	08/13/2020	0.00	N	0
	<Emailing Stub Disabled>	08/13/2020	000015182473		546.24

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5056	TELEPHONE		54.63	0.00
100-007-5056	TELEPHONE		109.26	0.00
100-014-5056	TELEPHONE		245.83	0.00
400-023-5056	TELEPHONE		54.63	0.00
100-009-5056	TELEPHONE		27.31	0.00
100-019-5056	TELEPHONE		27.31	0.00
100-002-5056	TELEPHONE		27.32	0.00

Attachment: Demand Register(s) of September 04, 2020 - September 18, 2020 (Demand Register(s) of September 05, 2020 - September 18,

Edit List of Invoices - Detail w/GL

4.A.1

Date: 09/16/2020

Time: 9:30 am

Page: 2

City of Arvin

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

Distribution Total	546.29	0.00
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Vendor Total: 911.00

51792	COLONIAL LIFE	08/24/2020		BOFA	SUPPLEMENTAL INS AUG2020	
03-505	PREMIUM PROCESSING	09/08/2020		N		703.80
	COLUMBIA	08/24/2020		N	N	0.00
	SC 29202-0903	08/24/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/24/2020	5193602-0807552			703.80

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0213	INSURANCE DEDUCTIONS		703.82	0.00
Distribution Total			703.82	0.00

Vendor Total: 703.80

51794	GENERAL OFFICE	09/01/2020		BOFA	METER READING APD & COMM D	
07-250	P.O BOX 2486	09/08/2020		N	08.02.20 - 09.01.20	238.20
	BAKERSFIELD	09/01/2020		N	N	0.00
	CA 93303	09/01/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/01/2020	16131			238.20

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5054	CONTRACT SERVICES		161.98	0.00
100-007-5054	CONTRACT SERVICES		76.25	0.00
Distribution Total			238.23	0.00

Vendor Total: 238.20

51793	JIM BURKE FORD	08/18/2020		BOFA	UNIT 281 OIL SVC AIR FILTER	
10-380	P.O BOX 2088	09/08/2020		N		100.30
	BAKERSFIELD	08/18/2020		N	N	0.00
	CA 93303-2088	09/17/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/18/2020	195442			100.30

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5012	MAINTENANCE - VEHICLE		100.31	0.00
Distribution Total			100.31	0.00

Vendor Total: 100.30

51795	MOUNTAINSIDE DISPOSAL	09/01/2020		BOFA	LANDILL FEE FOR SEP2020	
13-585	8665 SO. UNION AVE	09/08/2020		N		162.10
	BAKERSFIELD	09/01/2020		Y	N	0.00
	CA 93307	09/01/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/01/2020	593596			162.10

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

Vendor Total: 162.10

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Edit List of Invoices - Detail w/GL

4.A.1

Date: 09/16/2020

Time: 9:30 am

Page: 3

City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discoun
	Email Address	Inv. Date	Invoice No.		Net Amount
51796	PG & E	08/31/2020	BOFA	ELEC SVC 07.31.20 - 08.31.20	
16-004	BOX 997300	09/08/2020	N		330.88
	SACRAMENTO	08/31/2020	N	N	0.00
	CA 95899-7300	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	8440977428-2	08.31.20	<u>330.88</u>

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
240-025-5060	UTILITIES EXPENSE		330.85	0.00
Distribution Total			330.85	0.00

51797	PG & E	08/26/2020	BOFA	ELEC SVC 07.23.20 - 08.23.20	
16-004	BOX 997300	09/08/2020	N		1,181.41
	SACRAMENTO	08/26/2020	N	N	0.00
	CA 95899-7300	08/26/2020	0.00	N	0
	<Emailing Stub Disabled>	08/26/2020	9307046200-2	08.26.20	<u>1,181.41</u>

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-012-5060	UTILITIES EXPENSE		1,181.41	0.00
Distribution Total			1,181.41	0.00

51798	PG & E	08/24/2020	BOFA	ELEC SVC 07.23.20 - 08.23.20	
16-004	BOX 997300	09/08/2020	N		13.11
	SACRAMENTO	08/24/2020	N	N	0.00
	CA 95899-7300	08/24/2020	0.00	N	0
	<Emailing Stub Disabled>	08/24/2020	9132070691-3	08.24.20	<u>13.11</u>

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5060	UTILITIES EXPENSE		13.18	0.00
Distribution Total			13.18	0.00

51799	PG & E	08/24/2020	BOFA	ELEC SVC 07.23.20 - 08.23.20	
16-004	BOX 997300	09/08/2020	N		56.29
	SACRAMENTO	08/24/2020	N	N	0.00
	CA 95899-7300	08/24/2020	0.00	N	0
	<Emailing Stub Disabled>	08/24/2020	7317315093-6	08.24.20	<u>56.29</u>

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5060	UTILITIES EXPENSE		56.29	0.00
Distribution Total			56.29	0.00

Vendor Total: 1,581.77

51800	STAPLES BUSINESS ADVANTAGE	07/27/2020	BOFA	COMM DEV OFFICE SUPPLIES	
19-812	STAPLES BUSINESS CREDIT	09/08/2020	N		22.54
	ATLANTA	07/27/2020	N	N	0.00
	GA 30348-5638	07/27/2020	0.00	N	0
	<Emailing Stub Disabled>	07/27/2020	O#7310449597-0-2		<u>22.54</u>

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5016	OFFICE SUPPLIES		22.54	0.00
Distribution Total			22.54	0.00

51801	STAPLES BUSINESS ADVANTAGE	08/07/2020	BOFA	CITY HALL OFFICE SUPPLIES	
19-812	STAPLES BUSINESS CREDIT	09/08/2020	N		95.24
	ATLANTA	08/07/2020	N	N	0.00
	GA 30348-5638	08/07/2020	0.00	N	0
	<Emailing Stub Disabled>	08/07/2020	O#7311499583-0-1		<u>95.24</u>

Attachment: Demand Register(s) of September 05, 2020 - September 18, 2020 (Demand Register(s) of September 05, 2020 - September 18, 2020)

Edit List of Invoices - Detail w/GL

Date: 09/16/2020

Time: 9:30 am

Page: 4

City of Arvin

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

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5016	OFFICE SUPPLIES	2 CASES PAPER	95.24	0.00
Distribution Total			95.24	0.00

	STAPLES BUSINESS ADVANTAGE	08/10/2020		BOFA	COMM DEV OFFICE SUPPLIES	
	STAPLES BUSINESS CREDIT	09/08/2020		N		56.60
51802	ATLANTA	08/10/2020		N	N	0.00
19-812	GA 30348-5638	08/10/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/10/2020	O#7311580142-0-1			56.60

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5016	OFFICE SUPPLIES	DRY ERASE MKR, MAG FILE, PENS,	56.66	0.00
Distribution Total			56.66	0.00

	STAPLES BUSINESS ADVANTAGE	08/17/2020		BOFA	FINANCE DEPT ELEC 3 HOLE PUI	
	STAPLES BUSINESS CREDIT	09/08/2020		N		97.80
51803	ATLANTA	08/17/2020		N	N	0.00
19-812	GA 30348-5638	08/17/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/17/2020	O#7311914383-0-1			97.80

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5016	OFFICE SUPPLIES		97.85	0.00
Distribution Total			97.85	0.00

Vendor Total: 272.20

	VEOLIA WATER NA - MAINT-NOTE	08/12/2020		BOFA	O & M WASTEWATER JUL2020	
	PO BOX 28895	09/08/2020		N		161,714.27
51804	CHICAGO	08/12/2020		N	N	0.00
22-282	IL 60673-8895	08/12/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/12/2020	90249113			161,714.27

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
420-016-5110	VEOLIA OPERATING EXPENSES		32,123.10	0.00
420-016-5034	PROFESSIONAL SERVICES		129,591.17	0.00
Distribution Total			161,714.27	0.00

Vendor Total: 161,714.27

	VERIZON WIRELESS A#64202330	08/28/2020		BOFA	SVC 07.29.20 -08.28.20 TRANSIT	
	PO BOX 660108	09/08/2020		N		120.18
51805	DALLAS	08/28/2020		N	N	0.00
28-292	TX 75266-0108	08/28/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/28/2020	9861726033			120.18

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5056	TELEPHONE		120.18	0.00
Distribution Total			120.18	0.00

Vendor Total: 120.18

Attachment: Demand Register(s) of September 04, 2020 - September 18, 2020 (Demand Register(s) of September 05, 2020 - September 18,

Edit List of Invoices - Detail w/GL

4.A.1

Date: 09/16/2020

Time: 9:30 am

Page: 5

City of Arvin

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

Total Invoices: 18

Grand Total:	166,299.38
Less Credit Memos:	0.00
Net Total:	166,299.38
Less Hand Check Total:	0.00
Outstanding Invoice Total:	166,299.38

Attachment: Demand Register(s) of September 04, 2020 - September 18, 2020 (Demand Register(s) of September 05, 2020 - September 18,

Edit List of Invoices - Detail w/GL

Date: 09/17/2020

Time: 11:42 am

Page: 1

City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discoun
	Email Address	Inv. Date	Invoice No.		Net Amount
51806	ACC BUSINESS	08/27/2020	BOFA	INTERNET ACC 07.11.20-08.10.20	958.64
48-486	P.O. BOX 105306	09/16/2020	N		0.00
	ATLANTA	08/27/2020	N	N	0.00
	GA 30348-5306	08/27/2020	0.00	N	0
	<Emailing Stub Disabled>	08/27/2020	202269620		958.64

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5100	IT SYSTEMS SUPPORT		958.64	0.00
Distribution Total			958.64	0.00
			Vendor Total:	958.64

51807	AFLAC	09/11/2020	BOFA	SUPP INS SEP2020	145.62
01-025	ATTN: RPS	09/16/2020	N		0.00
	COLUMBUS	09/11/2020	N	N	0.00
	GA 31999	09/11/2020	0.00	N	0
	<Emailing Stub Disabled>	09/11/2020	399425		145.62

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0217	AFLAC		145.62	0.00
Distribution Total			145.62	0.00
			Vendor Total:	145.62

51808	AMERICAN BUSINESS MACHINES	08/20/2020	BOFA	TONER TRANSIT ROMAN 08.20.20	8.00
01-520	P.O BOX 2737	09/16/2020	N		0.00
	BAKERSFIELD	08/20/2020	N	N	0.00
	CA 93303-2737	08/20/2020	0.00	N	0
	<Emailing Stub Disabled>	08/20/2020	527597		8.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5054	CONTRACT SERVICES		8.00	0.00
Distribution Total			8.00	0.00
			Vendor Total:	8.00

51809	ARVIN POLICE OFFICERS	09/18/2020	BOFA	UNION DUES 09.04.20 & 09.18.20	600.00
01-725		09/16/2020	N		0.00
		09/18/2020	N	N	0.00
		09/18/2020	0.00	N	0
	<Emailing Stub Disabled>	09/18/2020	UNION DUES 09.04.20 & 09		600.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0206	UNION DUES PAYABLE		600.00	0.00
Distribution Total			600.00	0.00
			Vendor Total:	600.00

51810	ATLAS BUSINESS SOLUTIONS, INC	08/27/2020	BOFA	SCHEDULE ANYWHERE LICENSE	540.00
01-807	P.O BOX 9013	09/16/2020	N	30 EMPS @ 1.50 PER EMP/MO	0.00
	FARGO	08/27/2020	N	N	0.00
	ND 58106-9013	08/27/2020	0.00	N	0
	<Emailing Stub Disabled>	08/27/2020	INV296881		540.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5054	CONTRACT SERVICES		540.00	0.00

Attachment: Demand Register(s) of September 04, 2020 - September 18, 2020 (Demand Register(s) of September 05, 2020 - September 18,

Edit List of Invoices - Detail w/GL

4.A.1

Date: 09/17/2020

Time: 11:42 am

Page: 2

City of Arvin

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

Distribution Total					540.00	0.00
					Vendor Total:	540.00

51811	BAKERSFIELD CALIFORNIAN 1AF	08/31/2020		BOFA	LEGAL NOTICES AUG2020	
02-011	3700 PEGASUS DRIVE	09/17/2020		N		4,131.99
	BAKERSFIELD	08/31/2020		N	N	0.00
	CA 93308	08/31/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/31/2020	2732053			4,131.99

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5082	ADVERTISING-PUBLICATIONS-PRI	PUBLIC HEARING CDBG-NOFA	593.64	0.00
	NT			
319-001-5179	COVID-19 SUPPORT	EXTEND URG ORDR COVID	654.26	0.00
100-001-5082	ADVERTISING-PUBLICATIONS-PRI	ADOPT ORD 2020-470 CANA	437.76	0.00
	NT	ROSE		
100-001-5082	ADVERTISING-PUBLICATIONS-PRI	CUP 2020-1416 VERDICT	695.60	0.00
	NT			
100-001-5082	ADVERTISING-PUBLICATIONS-PRI	PUB HEARING 100 BR MTN BLVD	868.80	0.00
	NT			
100-001-5082	ADVERTISING-PUBLICATIONS-PRI	PUB HEARING BR MTN CENTRAL	881.92	0.00
	NT	BUS		

Distribution Total			4,131.98	0.00
			Vendor Total:	4,131.99

51812	BLACKBURN OIL COMPANY LLC	08/31/2020		BOFA	FUEL USAGE AUG2020	
02-480	PO BOX 177	09/17/2020		N		3,464.57
	ARVIN	08/31/2020		N	N	0.00
	CA 93203	09/10/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/31/2020	A#2129 08.31.20			3,464.57

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5080	FUEL EXPENSE		2,129.74	0.00
200-020-5080	FUEL EXPENSE		886.70	0.00
400-023-5080	FUEL EXPENSE		448.13	0.00

Distribution Total			3,464.57	0.00
			Vendor Total:	3,464.57

51813	BROADLUX, INC	08/01/2020		BOFA	O & M SERVICES AUG2020	
28-414	POST OFFICE BOX 7303	09/17/2020		N		252.50
	LAGUNA NIGUEL	08/01/2020		N	N	0.00
	CA 92607	08/01/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/01/2020	BR911732-72			252.50

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

Distribution Total			252.50	0.00
			Vendor Total:	252.50

51815	CENTRAL CALIF. ASSOC. PUBLIC	09/18/2020		BOFA	COA UNION DUES 09.18.20	
11-150	SEIU LOCAL 521	09/17/2020		N		674.00
	SAN FRANCISCO	09/18/2020		N	N	0.00
	CA 94139-8826	09/18/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/18/2020	COA UNION DUES 09.18.20			674.00

Attachment: Demand Register(s) of September 04, 2020 - September 18, 2020 (Demand Register(s) of September 05, 2020 - September 18,

Edit List of Invoices - Detail w/GL

Date: 09/17/2020

Time: 11:42 am

Page: 3

City of Arvin

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

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0206	UNION DUES PAYABLE		674.03	0.00
Distribution Total			674.03	0.00

Vendor Total: 674.00

51814	CINTAS	08/26/2020	BOFA	MATS LINENS UNIFORMS AUG20	
	PO BOX 29059	09/17/2020	N		642.44
50-006	PHOENIX	08/26/2020	N	N	0.00
	AZ 85038-9059	08/26/2020	0.00	N 0	0.00
	<Emailing Stub Disabled>	08/26/2020		MATS LINENS UNIFORMS /	642.44

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5008	MAINTENANCE - OTHER		143.60	0.00
400-023-5023	UNIFORMS		69.60	0.00
100-001-5008	MAINTENANCE - OTHER		213.92	0.00
200-020-5023	UNIFORMS		137.52	0.00
100-019-5008	MAINTENANCE - OTHER		77.80	0.00
Distribution Total			642.44	0.00

Vendor Total: 642.44

51816	COPOWER ID 903697	09/08/2020	BOFA	CHIRO SVC AUG2020	
	DEPT. 34604	09/17/2020	N		175.87
27-067	SAN FRANCISCO	09/08/2020	N	N	0.00
	CA 94139	09/08/2020	0.00	N 0	0.00
	<Emailing Stub Disabled>	09/08/2020	2043864		175.87

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5015	MEDICAL INSURANCE		27.74	0.00
100-013-5015	MEDICAL INSURANCE		21.63	0.00
100-014-5015	MEDICAL INSURANCE		42.32	0.00
100-030-5015	MEDICAL INSURANCE		4.78	0.00
200-020-5015	MEDICAL INSURANCE		27.74	0.00
230-032-5015	MEDICAL INSURANCE		4.78	0.00
400-023-5015	MEDICAL INSURANCE		46.88	0.00
Distribution Total			175.87	0.00

Vendor Total: 175.87

51817	DIAMOND TECHNOLOGIES, INC	09/07/2020	BOFA	DELL PWREDGE SERV LIC &	
	P.O BOX 660831	09/17/2020	N	EQUIP SEP2020	3,786.86
28-397	DALLAS	09/07/2020	N	N	0.00
	TX 75266-0831	09/07/2020	0.00	N 0	0.00
	<Emailing Stub Disabled>	09/07/2020	27771575		3,786.86

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5100	IT SYSTEMS SUPPORT	DELL SERVERS	2,203.67	0.00
100-001-5100	IT SYSTEMS SUPPORT	DELL COMPUTER EQUIP	178.27	0.00
100-001-5100	IT SYSTEMS SUPPORT	DELL POWEREDGE SERVERS	1,404.92	0.00
Distribution Total			3,786.86	0.00

Attachment: Demand Register(s) of September 04, 2020 - September 18, 2020 (Demand Register(s) of September 05, 2020 - September 18,

Edit List of Invoices - Detail w/GL

Date: 09/17/2020

Time: 11:42 am

Page: 4

City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discoun
	Email Address	Inv. Date	Invoice No.		Net Amount
51818	DIAMOND TECHNOLOGIES, INC	08/31/2020	BOFA	SECURECENTRIC FIREWLL SEP2	
28-397	P.O BOX 660831	09/17/2020	N		2,130.00
	DALLAS	08/31/2020	N	N	0.00
	TX 75266-0831	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	27169		<u>0.00</u>
					2,130.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5100	IT SYSTEMS SUPPORT		710.00	0.00
100-007-5100	IT SYSTEMS SUPPORT		710.00	0.00
100-014-5100	IT SYSTEMS SUPPORT		710.00	0.00
Distribution Total			2,130.00	0.00

51819	DIAMOND TECHNOLOGIES, INC	08/31/2020	BOFA	MANAGE OFFICE 365 AUG2020	
28-397	P.O BOX 660831	09/17/2020	N		1,204.00
	DALLAS	08/31/2020	N	N	0.00
	TX 75266-0831	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	27168MS		<u>0.00</u>
					1,204.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-001-5179	COVID-19 SUPPORT		1,204.00	0.00
Distribution Total			1,204.00	0.00

51820	DIAMOND TECHNOLOGIES, INC	08/31/2020	BOFA	BACKUP CENTRIC ADMIN AUG20:	
28-397	P.O BOX 660831	09/17/2020	N		816.49
	DALLAS	08/31/2020	N	N	0.00
	TX 75266-0831	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	27166		<u>0.00</u>
					816.49

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5100	IT SYSTEMS SUPPORT		816.49	0.00
Distribution Total			816.49	0.00

51821	DIAMOND TECHNOLOGIES, INC	08/31/2020	BOFA	BACKUP CENTRIC PD JUL2020	
28-397	P.O BOX 660831	09/17/2020	N		516.05
	DALLAS	08/31/2020	N	N	0.00
	TX 75266-0831	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	27167		<u>0.00</u>
					516.05

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5100	IT SYSTEMS SUPPORT		516.05	0.00
Distribution Total			516.05	0.00

51822	DIAMOND TECHNOLOGIES, INC	08/31/2020	BOFA	REMOTE ACCESS AUG2020	
28-397	P.O BOX 660831	09/17/2020	N		152.00
	DALLAS	08/31/2020	N	N	0.00
	TX 75266-0831	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	27148		<u>0.00</u>
					152.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-001-5179	COVID-19 SUPPORT		50.67	0.00
319-007-5179	COVID-19 SUPPORT		50.67	0.00
319-014-5179	COVID-19 SUPPORT		50.66	0.00
Distribution Total			152.00	0.00

Vendor Total: 8,605.44

Attachment: Demand Register(s) of September 04, 2020 - September 18, 2020 (Demand Register(s) of September 05, 2020 - September 18,

Edit List of Invoices - Detail w/GL

4.A.1

Date: 09/17/2020

Time: 11:42 am

Page: 5

City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discoun
	Email Address	Inv. Date	Invoice No.		Net Amount
51823	FORD MOTOR CREDIT COMPANY	08/26/2020	BOFA	ANIMAL TRUCK-LEASE PMT# 2	
06-580	P.O. BOX 67000	09/17/2020	N	LEASE SCHED NO. 6138504	22,064.44
	DETROIT	08/26/2020	N	N	0.00
	MI 48267-0434	08/26/2020	0.00	N	0
	<Emailing Stub Disabled>	08/26/2020	1761751		22,064.44

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-003-5116	PRINCIPAL		22,064.43	0.00
Distribution Total			22,064.43	0.00

Vendor Total: 22,064.44

51839	ROGER GOODMAN	07/01/2020	BOFA	LABOR TO CHECK DISPATCH COI	
07-097	3119 SIERRA MEADOWS DRIVE	09/17/2020	N		85.00
	BAKERSFIELD	07/01/2020	N	N	0.00
	CA 93313	07/01/2020	0.00	Y	0
	<Emailing Stub Disabled>	07/01/2020	1521		85.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5036	COMMUNICATIONS		85.00	0.00
Distribution Total			85.00	0.00

Vendor Total: 85.00

51824	HOME DEPOT PRO INSTITUTION	08/26/2020	BOFA	CHEMICALS TO DISINFECT COUN	
48-531	PO BOX 742440	09/17/2020	N	TOPS - COVID	52.13
	LOS ANGELES	08/26/2020	N	N	0.00
	CA 90074-2440	08/26/2020	0.00	N	0
	<Emailing Stub Disabled>	08/26/2020	56947876		52.13

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-019-5179	COVID-19 SUPPORT		52.13	0.00
Distribution Total			52.13	0.00

Vendor Total: 52.13

51825	MONJARAS AND WISMEYER GRC	08/31/2020	BOFA	5835 ACCOMODATION MEETING	
48-795	2201 EAST WILLOW STREET	09/17/2020	N	COA 05.20.20 - 08.28.20	1,545.00
	SIGNAL HILL	08/31/2020	N	N	0.00
	CA 90755	08/31/2020	0.00	Y	0
	<Emailing Stub Disabled>	08/31/2020	19480		1,545.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5034	PROFESSIONAL SERVICES		1,545.00	0.00
Distribution Total			1,545.00	0.00

Vendor Total: 1,545.00

51826	OFFICE DEPOT	08/14/2020	BOFA	OFFICE SUPPLIES PD- INK CART	
15-304	PO BOX 29248	09/17/2020	N	AND PAPER	284.43
	PHOENIX	08/14/2020	N	N	0.00
	AZ 85038-9248	08/14/2020	0.00	N	0
	<Emailing Stub Disabled>	08/14/2020	116511912001		284.43

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5016	OFFICE SUPPLIES		284.43	0.00

Attachment: Demand Register(s) of September 04, 2020 - September 18, 2020 (Demand Register(s) of September 05, 2020 - September 18,

Edit List of Invoices - Detail w/GL

Date: 09/17/2020

Time: 11:42 am

Page: 6

City of Arvin

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

Distribution Total	284.43	0.00
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51827	OFFICE DEPOT	08/14/2020		BOFA	OFFICE SUPPLIES PD- USB CABL	
15-304	PO BOX 29248	09/17/2020		N		9.73
	PHOENIX	08/14/2020		N	N	0.00
	AZ 85038-9248	08/14/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/14/2020	116510954001			9.73

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5016	OFFICE SUPPLIES		9.73	0.00
Distribution Total			9.73	0.00

Vendor Total: 294.11

51828	SITEIMPROVE, INC	07/01/2020		BOFA	CONTRAC# 8185 FY 2020-2021	
48-482	ONE CAPITOL MALL, SUITE 670	09/17/2020		N		2,455.20
	SACRAMENTO	07/01/2020		N	N	0.00
	CA 95814	07/01/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/01/2020	67928			2,455.20

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5100	IT SYSTEMS SUPPORT		2,455.20	0.00
Distribution Total			2,455.20	0.00

Vendor Total: 2,455.20

51829	SPARKLE TEXTILE RENTAL SERV	08/31/2020		BOFA	UNIFORM SVC AUG2020	
19-629	121 MONTEREY STREET	09/17/2020		N		1,182.40
	BAKERSFIELD	08/31/2020		N	N	0.00
	CA 93305	08/31/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/31/2020	UNIFORM SVC AUG2020			1,182.40

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5008	MAINTENANCE - OTHER		52.12	0.00
100-007-5008	MAINTENANCE - OTHER		72.44	0.00
100-014-5008	MAINTENANCE - OTHER		300.00	0.00
100-019-5008	MAINTENANCE - OTHER		152.32	0.00
200-020-5023	UNIFORMS		335.60	0.00
400-023-5008	MAINTENANCE - OTHER		133.32	0.00
400-023-5023	UNIFORMS		136.68	0.00
Distribution Total			1,182.48	0.00

Vendor Total: 1,182.48

51830	SPECTRUM BUSINESS	09/02/2020		BOFA	SVC 09.01.20 - 09.30.20 CAMPUS	
02-581	PO BOX 7195	09/17/2020		N		285.00
	PASADENA	09/02/2020		N	N	0.00
	CA 91109-7195	09/02/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/02/2020	064070101090220			285.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5036	COMMUNICATIONS		79.85	0.00
100-007-5036	COMMUNICATIONS		53.73	0.00
100-014-5036	COMMUNICATIONS		79.85	0.00
400-023-5036	COMMUNICATIONS		22.03	0.00
100-019-5036	COMMUNICATIONS		49.57	0.00

Attachment: Demand Register(s) of September 04, 2020 - September 18, 2020 (Demand Register(s) of September 05, 2020 - September 18,

Edit List of Invoices - Detail w/GL

Date: 09/17/2020

Time: 11:42 am

Page: 7

City of Arvin

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

Distribution Total					285.03	0.00
51831	SPECTRUM BUSINESS	08/30/2020		BOFA	M&I SERVICE 08.29.20 -09.28.20	
	PO BOX 7195	09/17/2020		N		104.00
02-581	PASADENA	08/30/2020		N	N	0.00
	CA 91109-7195	08/30/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/30/2020	069794801083020			104.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5036	COMMUNICATIONS		104.00	0.00
Distribution Total			104.00	0.00

Vendor Total: 389.00

51832	TAG-AMS, INC	09/10/2020		BOFA	RANDOM URINE TESTS CORRAL,	
	10572 CHESTNUT ST.	09/17/2020		N	08.07.20	54.00
20-040	LOS ALAMITOS	09/10/2020		N	N	0.00
	CA 90720	09/10/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/10/2020	2776997			54.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5034	PROFESSIONAL SERVICES		54.00	0.00
Distribution Total			54.00	0.00

Vendor Total: 54.00

51833	TEL-TEC SECURITY SYSTEMS	09/01/2020		BOFA	ADOBE COMPLX FIRE MONITORII	
	5020 LISA MARIE COURT	09/17/2020		N	SEP2020	55.00
20-278	BAKERSFIELD	09/01/2020		N	N	0.00
	CA 93313	09/01/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/01/2020	713264			55.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5077	OUTSIDE SERVICES		55.00	0.00
Distribution Total			55.00	0.00

Vendor Total: 55.00

51834	VANTAGE POINT TRANSFER AGE	09/18/2020		BOFA	457K 09.18.20	
	C/O M&T BANK	09/17/2020		N		556.00
26-912	BALTIMORE	09/18/2020		N	N	0.00
	MD 21264	09/18/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/18/2020	457K 09.18.20			556.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0211	457K DEDUCTIONS		556.04	0.00
Distribution Total			556.04	0.00

Vendor Total: 556.00

51836	VERIZON WIRELESS 609123961-1	08/25/2020		BOFA	07.26.20 - 08.25.20 CELL PH PD	
	P.O. BOX 660108	09/17/2020		N		453.40
22-290	DALLAS	08/25/2020		N	N	0.00
	TX 75266-0109	08/25/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/25/2020	9861544134			453.40

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
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Attachment: Demand Register(s) of September 04, 2020 - September 18, 2020 (Demand Register(s) of September 05, 2020 - September 18,

Edit List of Invoices - Detail w/GL

Date: 09/17/2020

Time: 11:42 am

Page: 8

City of Arvin

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

	TELEPHONE			453.43	0.00
	Distribution Total			453.43	0.00

Vendor Total: 453.43

51835	VERIZON WIRELESS 609123961-3	08/25/2020	BOFA	07.26.20 - 08.25.20 AIR CARDS	
22-289	PO BOX 660108	09/17/2020	N		646.17
	DALLAS	08/25/2020	N	N	0.00
	TX 75266-0108	08/25/2020	0.00	N	0
	<Emailing Stub Disabled>	08/25/2020	9861544135		646.17

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5056	TELEPHONE		646.17	0.00
	Distribution Total		646.17	0.00

Vendor Total: 646.17

51837	WELLS FARGO LEASE PMTS	09/03/2020	BOFA	COPIER LEASE ARVIN PD	
23-201	PO BOX 10306	09/17/2020	N	08.29.20 - 09.28.20	183.87
	DES MOINES	09/03/2020	N	N	0.00
	IA 50306-0306	09/03/2020	0.00	N	0
	<Emailing Stub Disabled>	09/03/2020	5011802298		183.87

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5072	EQUIPMENT - LEASE		183.87	0.00
	Distribution Total		183.87	0.00

51838	WELLS FARGO LEASE PMTS	08/29/2020	BOFA	COPIER LEASE COMM DEV	
23-201	PO BOX 10306	09/17/2020	N	08.24.20 - 09.23.20	121.16
	DES MOINES	08/29/2020	N	N	0.00
	IA 50306-0306	08/29/2020	0.00	N	0
	<Emailing Stub Disabled>	08/29/2020	5011740941		121.16

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5072	EQUIPMENT - LEASE		121.16	0.00
	Distribution Total		121.16	0.00

Vendor Total: 305.00

Grand Total: 50,336.17

Less Credit Memos: 0.00

Net Total: 50,336.17

Less Hand Check Total: 0.00

Outstanding Invoice Total: 50,336.17

Total Invoices: 34

Attachment: Demand Register(s) of September 04, 2020 - September 18, 2020 (Demand Register(s) of September 05, 2020 - September 18,

COST REPORT

4.B.1

Emp. Code Desc.: CITY OF ARVIN
 From 09/18/2020 to 09/18/20
 City of Arvin

PAYROLL 9-18-2020

Date: 9/16/2020
 Time: 18:07:33

Employee Name	Employee ID	FUTA PERS3	MC PERS6	MC1 PERS8	PER2D SS	PER2M SS1	PER3E SUTA	PER5E	PERS2	Ot Tr
Grand Total:	Employee Count: 55	0.00	1,887.47	272.75	1,551.95	1,023.28	1,206.77	119.59	2,360.96	0
		2,607.86	2,540.95	2,335.77	7,953.92	1,401.97	0.00			25,263

EARNINGS REPORT

Emp. Code Desc.: CITY OF ARVIN
 From 09/18/2020 to 09/18/20
 City of Arvin

PAYROLL 9-18-2020

Date: 9/16/2020
 Time: 18:08:25

Employee Name	Employee ID	1X COALV	2X COMP	ADLCO COV1X	ADMLV CTO	ADPAY CTYWK	ALLOW DEGRE	BERV DIFFL	BNFT1 EPSL	Ot Tr
		FH	FTO	HLPER	HOL	HP1X	INSUR	JURY	LONG	
		MILIT	MISC	PBD	PBD3	PBDCO	PDADL	PERE	PERS	
		PHALW	POST	PTO	REG	RETOT	RETRO	SCKCO	SICK	
		TTD	TUPGR	UNADV	VAC	VACCO	VACTO	WRKCO		
Grand Total:	Employee Count: 55	20,370.73	51.94	0.00	0.00	0.00	200.00	0.00	961.31	0
		6,463.06	0.00	0.00	1,335.86	928.00	392.33	176.40	1,765.96	145,108
		984.00	176.15	0.00	4,732.24	4,993.28	1,994.16	0.00	2,074.17	
		0.00	0.00	684.00	302.76	0.00	0.00	0.00	0.00	
		300.00	478.38	0.00	77,531.89	55.23	1,338.18	0.00	4,750.56	
		0.00	309.75	90.78	1,129.44	3,007.00	0.00	7,531.31		

Attachment: Payroll Register(s) of September 18, 2020 (Payroll Register(s) of September 18, 2020)

REGULAR MEETING MINUTES

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

SEPTEMBER 08, 2020

CALL TO ORDER @ 6:02PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: CM Martinez absent; All others present. CM Trujillo arrived late during Item 6C.

1. Approval of Agenda as To Form.

Motion to approve Agenda.

Motion Mayor Gurrola Second MPT Robles Vote 3-0

ACTION ITEM 6C CONSIDERED AFTER AGENDA ITEM 1 AND PRIOR TO AGENDA ITEM 2.

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. CLOSED SESSION REPORT FROM REGULAR CITY COUNCIL MEETING OF AUGUST 25, 2020. (City Attorney)

CLOSED SESSION REPORT BY CITY ATTORNEY FROM REGULAR CITY COUNCIL MEETING OF AUGUST 25, 2020: No reportable action.

4. CONSENT AGENDA ITEM(S)

A. Approval of Demand Register(s) of August 22, 2020 – September 04, 2020.

B. Approval of Payroll Register(s) of September 04, 2020.

C. Approval of the Minutes of the Regular Meeting(s) of August 25, 2020.

D. Approval of A Resolution of the City Council of the City of Arvin Provisionally Approving the Arvin Chamber of Commerce Special Event Permit Application for the Annual Christmas Parade 2020 and Waive City Costs Associated with

this Event; Subject to State, County and City Rules and Regulations Related to COVID-19.

- E. Approval of A Resolution of the City Council of the City of Arvin Updating the City of Arvin 2020 Transit Title VI Compliance Program.

Resolution No. 2020-57

- F. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal To and Acceptance of A Grant from the San Joaquin Valley's "Clean Vehicle Fueling Infrastructure Program (CVIP)" and Authorizing the City Manager, or His Designee, To Execute All Related Program Documents; and Authorizing Related Action.

Resolution No. 2020-58

- G. Approval of Subrecipient Agreement with Self-Help Enterprises (SHE) for CARES Act Funding.

Agreement No. 2020-20

- H. Approval of A Resolution of the City Council of the City of Arvin Receiving the 2018-2019 Kern County Grand Jury Report of June 3, 2019, and Affirming Filing and Posting In A Conspicuous Location at City Hall.

Resolution No. 2020-59

Staff recommends approval of the Consent Agenda.

Mayor Gurrola pulled Consent Agenda Item 4D for discussion.

Motion to approve Consent Agenda Items 4A, AB, 4C, 4E, 4F, 4G and 4H.

Motion Mayor Gurrola Second MPT Robles Vote 4-0

Randy Thompson from the Arvin Chamber of Commerce requested to withdraw the Special Event Permit Application for the Annual Christmas Parade 2020.

Motion to approve withdrawal of the Special Event Application for the Annual Christmas Parade 2020 listed above as Consent Agenda Item 4D.

Motion CM Trujillo Second CM Franetovich Vote 4-0

5. PUBLIC HEARING ITEM(S)

- A. A Public Hearing to Consider Standards for the Bear Mountain Central Business District and Procedural Updates to the Arvin Municipal Code. (Senior Planner)

Staff recommends the City Council:

- 1) Consider adopting a Resolution of the City Council of the City of Arvin Approving General Plan Amendment 2020-01 (Bear Mountain Central Business District) and adopting CEQA findings; and;
- 2) Consider introducing an Ordinance of the City Council of the City of Arvin Amending the Arvin Municipal Code to add Standards for the Bear Mountain Central Business District, Update Notice Provisions, and Add

Use Permit Findings to be read by title only, and 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:

1) **Adopt the Resolution Approving General Plan Amendment 2020-01 (Bear Mountain Central Business District) and adopting CEQA findings; and; Resolution No. 2020-60**

2) **Introduce the Ordinance Amending the Arvin Municipal Code to Add Standards for the Bear Mountain Central Business District, Update Notice Provisions, and Add Use Permit Findings to be read by title only, waive first reading of the Ordinance, and approve the introduction of the Ordinance.**

Motion Mayor Gurrola Second MPT Robles Vote 4-0

6. ACTION ITEM(S)

A. Designation of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference to be Held Virtually on October 07 - 09, 2020. (City Clerk)

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

Motion to designate Mayor Jose Gurrola as the voting delegate for the League of California Cities Annual Conference to be held virtually on October 07 - 09, 2020.

Motion Mayor Gurrola Second MPT Robles Vote 4-0

Motion to designate Councilmember Olivia Trujillo as the alternate voting delegate for the League of California Cities Annual Conference to be held virtually on October 07 - 09, 2020.

Motion CM Trujillo Second MPT Robles Vote 4-0

B. Consideration and Direction Regarding Resolutions to be Considered at the League of California Cities Annual Conference Business Meeting on October 09, 2020. (City Clerk)

1. A Resolution of the General Assembly of the League of California Cities Calling for An Amendment of Section 230 of the Communications Decency Act of 1996 to Require Social Media Companies to Remove Materials Which Promote Criminal Activities.

Staff recommends that the Council consider the Resolution and determine the City's position so that the Voting Delegate can represent the City's position for this Resolution at the Business Meeting.

Attachment: Minutes of the Regular Meeting of September 08, 2020 (Minutes of the Regular Meeting of September 08, 2020.)

Motion to authorize the Voting Delegate to vote in favor of Resolution #1 to be considered at the League of California Cities Annual Conference Business Meeting on October 09, 2020.

Motion MPT Robles Second CM Trujillo Vote 4-0

- C. Consideration and Approval of A Resolution of the City Council of the City of Arvin Establishing the Allowable Expenditures for the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds to Address the Public Health and Public Safety Impacts of COVID-19. (Finance Director)

Staff recommends approval of the Resolution.

ACTION ITEM 6C CONSIDERED AFTER AGENDA ITEM 1 AND PRIOR TO AGENDA ITEM 2.

Motion to approve the Resolution.

Motion Mayor Gurrola Second CM Franetovich Vote 4-0

Resolution No. 2020-61

- D. Discussion and Action on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic.

Staff recommends to discuss and take action as appropriate.

Council provided direction to staff to bring forth an item to a future meeting regarding creating a community task force to coordinate and assist with items related to the community impacts due to COVID-19.

No motion and no action taken for above Action Item 6D.

7. STAFF REPORTS

A. Monthly Financial Report – June 2020 (Finance Director)

B. CARES Act Spending Report (Finance Director)

8. COUNCIL MEMBER COMMENTS

9. CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code, § 54957.6):

City Negotiator: Colin Tanner, Lead Negotiator and Pawan Gill, Director of Administrative Services

Employee Organizations: Arvin Police Officers Association (APOA) and Central California Association of Public Employees SEIU Local 521.

- B. Threats to Public Services or Facilities (Pursuant to Government Code, § 54957(a).)
Consultation with: City Attorney and/or City Emergency or Critical Function Personnel.

CLOSED SESSION REPORT BY CITY ATTORNEY: No reportable action.

10. ADJOURNED @ 7:46 PM

Respectfully Submitted,

Cecilia Vela, City Clerk

DRAFT

Attachment: Minutes of the Regular Meeting of September 08, 2020 (Minutes of the Regular Meeting of September 08, 2020.)



**CITY OF ARVIN
Staff Report**

Meeting Date: September 22, 2020

TO: City Council

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

SUBJECT: A Resolution of the City Council of the City of Arvin Authorizing the City Manager to Execute A CARES Act Subrecipient Agreement with Self- Help Enterprises (SHE), and Authorizing Related Actions.

BACKGROUND:

On September 8th, 2020, the City Council of Arvin had the opportunity to review a subrecipient agreement with SHE proposing to administer CARES Act funding for the benefit of small businesses in the City of Arvin impacted by Covid-19. City staff is now submitting a resolution authorizing the City Manager to execute the subrecipient agreement and related actions.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

FINANCIAL IMPACT:

No fiscal impact.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING THE CITY MANAGER TO EXECUTE A CARES ACT SUBRECIPIENT AGREEMENT WITH SELF- HELP ENTERPRISES (SHE), AND AUTHORIZING RELATED ACTIONS.

WHEREAS, the County Kern (COUNTY), has received a Coronavirus Relief Fund (“CRF”) grant available to states and localities under Title V of the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act” or “the Act”). Specifically, CRF provides \$150 billion in direct assistance grants to state and local governments to remedy the economic dislocation caused by the COVID-19 pandemic., hereinafter collectively referred to as the "Act", incorporated herein by its reference, and;

WHEREAS, Kern County is authorized to allocate CARES Act funds, made available under Title V of the Coronavirus Aid, Relief, and Economic Security Act, and;

WHEREAS, The City of Arvin is a recipient of CARES Act funding for use in funding eligible activities established to aid in the economic recovery of those impacted by the public health emergency, and:

WHEREAS, The City of Arvin now desires to enter into a subrecipient agreement with Self-Help Enterprises to provide assistance to small businesses to aid in their economic recovery from the impact of Covid-19;

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

Section 1: The City Manager is authorized to execute a CARES Acts subrecipient Agreement with Self-Help Enterprises on behalf of the City of Arvin, that are within the available allocated CARES Act funding, subject to the material terms of the draft agreement presented to Council and as approved as to legal form by the City Attorney.

Section 2: The City Manager, is authorized to execute, any and all payments, invoices, reports, applications, and documents necessary related to the subrecipient agreement with Self-Help Enterprises within the available allocated CARES Act funding.

Section 3: This Resolution shall become effective 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 22nd day of September, 2020 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 NO. _____

**CITY OF ARVIN
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, entered this ____ day of _____, 2020 by and between the City of Arvin, California, a municipal corporation, (GRANTEE) and Self-Help Enterprises (SUBRECIPIENT).

WHEREAS, the County Kern (COUNTY), has received a Coronavirus Relief Fund ("CRF") grant available to states and localities under Title V of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act" or "the Act"). Specifically,

CRF provides \$150 billion in direct assistance grants to state and local governments to remedy the economic dislocation caused by the COVID-19 pandemic., hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, COUNTY is authorized to allocate CARES Act funds, made available under Title V of the Coronavirus Aid, Relief, and Economic Security Act.

WHEREAS, GRANTEE is a recipient of CARES Act funding for use in funding eligible activities established to aid in the economic recovery of those impacted by the public health emergency; and

WHEREAS, GRANTEE, desires to provide CARES Act funding to SUBRECIPIENT, for activities and services, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, the City Manager is authorized to execute this CARES Acts Agreement, on behalf of GRANTEE, in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall be one year. The term of this Agreement and the provisions herein shall be reasonably extended to cover any additional time period during which SUBRECIPIENT remains in control of CARES Act funds, including Program Income.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE will also perform the services set forth in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with the

CARES Act requirements and in a manner that meets section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by GRANTEE, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to GRANTEE, in a form acceptable to GRANTEE, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within thirty days of the close of each quarter.

SUBRECIPIENT shall ensure the CARES Act grant funds provided by GRANTEE are clearly identified as subawards and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID(DUNS):
- State Award Identification Number:
- State Award Date:
- Period of Performance:
- Federal/State Funds Obligated by this Agreement:
- Total Federal/State Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal/State Award:
- Federal/State Award project description:
- Name of State awarding agency: Dept. of Housing and Community Development
- Name of pass-through entity: City Arvin, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award:

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets the requirements of the CARES Act program;

- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CARES Act assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CARES Act;
- f) Financial records as required by (2 CFR Part 200): 2 C.F.R. §200.303 regarding internal controls, 2 C.F.R. §200.330 through 200.332 regarding Subrecipient monitoring and management, and subpart F regarding audit requirements

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of three years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the three year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the GRANTEE to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CARES Act requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal or state auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CARES Act funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed TWO HUNDRED THOUSAND Dollars and 00/100 (\$200,000). SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within forty-five days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within ten business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CARES Act funding shall be returned to GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SUBRECIPIENT understands and agrees the availability of CARES Act funds is subject to the control of Coronavirus Relief Fund, other federal agencies, or other state agencies and should the CARES Act funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate CARES Act funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by the Department of Treasury, the COUNTY and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

5. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of CARES Act funds governed by this Agreement shall be considered CARES Act program income. All CARES Act program income shall be retained by SUBRECIPIENT for use during the CARES Act term. The use of all CARES Act program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement. CARES Act program income received outside of the use term must be returned to the Department of Treasury.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CARES Act funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, state guidelines and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information GRANTEE designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women 's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CARES Act funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal/State agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

7. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to GRANTEE and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

GRANTEE shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

8. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any CARES Act funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 601(d) of the Social Security Act, as applicable.

9. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a parent,

affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CARES Act activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CARES Act-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CARES Act-assisted activity, or with respect to the proceeds of the CARES Act-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit "D". Upon written request, GRANTEE may grant an exception to the conflict of interest provisions on a case-by-case basis.

10. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City/County, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set

forth in Exhibit "E".

11. CLOSEOUT AND REVERSION OF ASSETS

GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT.

Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to GRANTEE any accounts receivable attributable to the use of CARES Act funds, including CARES Act program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to GRANTEE shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any CARES Act proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CARES Act funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and

12. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, GRANTEE may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds

provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

13. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the GRANTEE within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

14. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning GRANTEE under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to GRANTEE.

15. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, County, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE within forty-five days of said official notification.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, County, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to GRANTEE for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by GRANTEE without prior written approval.

16. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as

an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

17. INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by GRANTEE, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to

be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

18. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE

City of Arvin
C/O Pawn Gill,
Director of Administrative Services
200 Campus Drive
P.O Box 548
Arvin, CA 93203

SUBRECIPIENT

Self-Help Enterprises
C/O Susan Long, Program Director
8445 W Elowin Ct
P.O. Box 6520
Visalia, CA 93290

19. AMENDMENTS

GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

20. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE.

21. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining

provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

22. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

25. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

26. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

27. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

28. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse GRANTEE for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

30. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Kern County, California.

31. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

32. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

33. NO THIRD PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

34. NO WAIVER

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the GRANTEE's right to take other or further action in any circumstances without notice or demand.

35. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, its agents, employees or attorneys in entering into this Agreement.

36. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

37. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Arvin, California, the day and year first above written.

Addresses:

GRANTEE:

SUBRECIPIENT:

City of Arvin
Attention: Pawn Gill
Director of Administrative Services
200 Campus Drive
P.O. Box 548
Arvin, CA 93203
Phone: (661) 854-3134
FAX: (661) 854-0817

Self-Help Enterprises
Attention: Susan Long
Program Director
8445 W Elowin Ct
P.O. Box 6520
Visalia, CA 93290
Phone: (559)802-1630
FAX: (559) 651-3634

Attachments:

- EXHIBIT A: SCOPE OF WORK
- EXHIBIT B: PROPOSED BUDGET
- EXHIBIT C: INSURANCE REQUIREMENTS
- EXHIBIT D: CONFLICT OF INTEREST
- EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

GRANTEE
CITY OF ARVIN

SUBRECIPIENT
SELF-HELP ENTERPRISES

Jerry Breckinridge, City Manager

Thomas Collishaw, CEO/President

Addresses :

GRANTEE:
City of Arvin
Attention: Pawn Gill
Director of Administrative Services
200 Campus Drive
P.O. Box 548
Arvin, CA 93203
Phone: (661) 854-3134
FAX: (661) 854-0817

SUBRECIPIENT:
Self-Help Enterprises
Attention: Susan Long
Program Director
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**EXHIBIT A
SCOPE OF WORK**

Assistance Type: Small Business Assistance
CARES Act Eligibility: Business Interruption Grants

Project Description:

Self-Help Enterprises will offer a Business Interruption Grant Program: Business Interruption Grants will provided grant payments for business, in the City limits of Arvin, for items such as housing (rent or mortgage), or utilities, for a period acceptable under the Notice of Program Rules, Waivers, and Alternative Requirements, Under the CARES Act.

Records to Be Maintained

The subrecipient shall maintain records including, but not limited to:

Basic Activity Information

The SUBRECIPIENT shall maintain a project file that contains a full description of each activity assisted with CARES Act funds, including its location, the amount of CARES Act funds budgeted, obligated and expended for the activity, and the eligibility.

Data on the extent to which each racial and ethnic group and have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CARES Act funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

Data will be collected to document duplication of benefits at application and will be collected throughout the expenditure period and provided to the City.

Financial Management Records

The SUBRECIPIENT shall maintain financial records in accordance with the applicable requirements listed in 2 C.F.R. 200, including source documentation.

The project file must document how the CARES Act funds are expended. Such documentation must include, to the extent applicable:

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual expenditures,
- Construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

Small Business Owner

The SUBRECIPIENT shall maintain records for each business, including:

- The total cost of the activity, including both CARES Act and non-CARES Act funds.
- a determination of need and eligibility will be completed and signed by the SUBRECIPIENT supported by documentation such as bank statements and other accepted forms of income verification.

SUBRECIPIENT shall ensure the CARES Act grant and program income funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME: Self-Help Enterprises
- Subrecipient ID (DUNS): 056179906
- State Award Identification Number:
- State Award Date:
- Period of Performance:
- Funds Obligated by this Agreement: CARES Act Grant and Program Income
- Total Funds Obligated to SUBRECIPIENT: \$200,000
- Total Amount of the Award: \$200,000
- Award project description: See Exhibit A - Scope of Work
- Name of awarding agency: CA Dept. of Housing and Community Development
- Name of pass-through entity: City of Arvin, California
- Award Official Contact Information: See Section 18 - Notices
- CFDA Number:
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 21.97%

**EXHIBIT B
PROPOSED BUDGET**

#	Line Item	Approved Budget
1	Salaries	\$9,650
2	Fringe Benefits	\$3,185
3	Professional Services	\$1,200
4	Supplies & Equipment	\$1,050
5	Rent / Lease / Utilities	\$2,650
6	Utilities / Telephone	\$1,196
7	Mileage / Transportation	\$2,500
8	Other: Indirect Cost Rate (approved 21.97%)	\$2,820
9	Other: Education & Outreach	\$750
10	Other: Subsistence Payments	\$175,000
	TOTAL	\$200,000

EXHIBIT C

INSURANCE REQUIREMENTS Agreement between City of Arvin ("CITY") and Self-Help Enterprises ("SUBRECIPIENT")

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury, " "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) that includes Cyber Liability (Privacy and Data breach) insurance appropriate to SUBRECIPIENT profession.

MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions) & (Privacy & Data breach coverage):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) SUBRECIPIENT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations,

claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 010413.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) with Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SUBRECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs

first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUBRECIPIENT, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SUBRECIPIENT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultant, sub-consultant, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement, SUBRECIPIENT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance

documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, SUBRECIPIENT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SUBRECIPIENT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

**EXHIBIT D
CONFLICT OF INTEREST**

		YES*	NO
1	Are you currently in litigation with the City of Arvin or any of its agents?	<input type="checkbox"/>	X
2	Do you represent any firm, organization or person who is in litigation with the City of Arvin?	<input type="checkbox"/>	X
3	Do you currently represent or perform work for any clients who do business with the City of Arvin?	<input type="checkbox"/>	X
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Arvin, or in a business which is in litigation with the City of Arvin?	<input type="checkbox"/>	X
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Arvin employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	X
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	X
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Date _____

 Print Signature Name

Self-Help Enterprises
 8445 W Elowin Ct
 Visalia, CA 93290

Additional page(s) attached.

EXHIBIT E
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, " and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that

implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.



**CITY OF ARVIN
Staff Report**

Meeting Date: September 22, 2020

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 APPROVING APPLICATION(S) FOR PROPOSITION 68 PER CAPITA GRANT FUNDS, AND AUTHORIZING RELATED ACTIONS.

BACKGROUND:

The City of Arvin is eligible to apply for Proposition 68 Per Capita grant funds. City staff has determined that the City is eligible for a minimum of \$ 177,952. An additional amount of \$12,431 will be coming from the County share of the per capita program for a total of \$190,383. In order to be awarded the City will need to submit a grant application. City staff proposes to submit the application.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

FINANCIAL IMPACT:

No fiscal impact and no match fund is required.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING APPLICATION(S) FOR PROPOSITION 68 PER CAPITA GRANT FUNDS, AND AUTHORIZING RELATED ACTIONS.

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the City of Arvin, as grantee, will enter into a contract(s) with the State of California to complete project(s);

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

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Arvin general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and (PRC §80001(b)(8)(A-G)) to the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City Council of the City of Arvin will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public

communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

7. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
8. Certifies that the City of Arvin shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
9. Certifies that the City of Arvin staff has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
10. Delegates the authority to the City Manager, or his designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s) subject to approval as to form by the City Attorney; and
11. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

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 22nd day of September, 2020 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: September 22, 2020

TO:	City Council
FROM:	Adam Ojeda, City Engineer Jerry Breckinridge, City Manager
SUBJECT:	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING AN EASEMENT IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY IN SUPPORT OF THE CITY OF ARVIN ELECTRIC BUS CHARGING STATION PROJECT AND GRANTING CITY STAFF AUTHORITY TO EXECUTE SAID EASEMENT

BACKGROUND:

In 2019, the City of Arvin received three electric buses through a grant from the Federal Transit Authority in addition to funding for the construction of new charging stations for those buses adjacent to the City of Arvin Transit Department building. For this portion of the project, the City of Arvin has been working with Clean Fuels Connection and Pacific Gas and Electric (PG&E) for the design of the infrastructure for those charging stations.

In order to provide adequate power for the charging stations, PG&E must install a new transformer on a concrete pad within the City of Arvin parking lot in a dirt area approximately 40 feet from the 4th Street centerline and 90 feet from the Plumtree Drive centerline as described by the attached easement documents. Because the transformer will be located within the fenced in area of what is generally known as the “City Hall Complex”, PG&E requires the approval and endorsement of the attached easement document which shall give them the authority to maintain their facilities as necessary including the removal and replacement of existing facilities, as necessary to perform such maintenance.

The City Engineer has reviewed the documents, and has determined them to be acceptable and able to be approved. Following the execution of the easement, the documents would be sent back to the PG&E whom will submit them to the County Recorder’s office.

FINANCIAL IMPACT:

No fiscal impact to the City of Arvin.

RECOMMENDATION:

Staff recommends that the City Council approve the proposed easement, and authorize the City Manager and City Engineer to sign the easement, and send to PG&E for recordation with the County Recorder.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING AN EASEMENT IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY IN SUPPORT OF THE CITY OF ARVIN ELECTRIC BUS CHARGING STATION PROJECT AND GRANTING CITY STAFF AUTHORITY TO EXECUTE SAID EASEMENT

WHEREAS, in 2019 the City of Arvin received a grant from the Federal Transit Authority to procure three new electric buses in addition to addition funds to construct electric charging stations for said buses; and

WHEREAS, Pacific Gas and Electric Company (PG&E) must construct improvements within the City Hall parking lot approximately 40 feet from the 4th Street centerline and 90 feet from the Plumtree drive centerline; and

WHEREAS, in order to construct said improvements in such an area, PG&E requires the City of Arvin to grant an easement to PG&E to allow for the continued maintenance of said improvements; and

WHEREAS, PG&E has prepared easement documents to support this effort; and

WHEREAS, The City Engineer has reviewed the documents, and has determined them to be acceptable and able to be approved; and

WHEREAS, if approved by the City Council, city staff will execute the easement and send back to PG&E which will record the documents with the County Recorder;

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

Section 1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

Section 2. The City Manager, City Engineer, or their designee are authorized to review, approve, and execute the easement in favor of PG&E.

Section 3. Said easements documents, once executed, shall be submitted to PG&E for recordation with the County Recorder's office.

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 22nd day of September, 2020 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.

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD#2231-29

PM 35059481

EASEMENT DEED

CITY OF ARVIN, a Public Body of the State of California

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the City of Arvin, County of Kern, State of California, described as follows:

(APN: 190-060-01)

The parcel of land, situate in the southwest quarter of the southeast quarter of Sec. 23, Township 31 South, Range 29 East, M.D.B.M.; described in the Deed from Hugh S. Jewett to Grantor dated December 18, 1962 and recorded in Book 3577 of Official Records at page 305, Kern County Records; Excepting therefrom the portion lying within Campus Drive and Plum Tree Drive.

The easement area is described as follows:

The strip of land outlined by heavy dashed lines on the print of Grantee's Drawing No. 35059481 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Attachment: 35059481-Easement Doc (PG&E Easement for Electric Bus Project)

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor shall not place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

CITY OF ARVIN,
a Public Body of the State of California

By _____
Name Title

By _____
Name Title

Attachment: 35059481-Easement Doc (PG&E Easement for Electric Bus Project)

Utility Distribution Easement (11/18)

Attach to LD: 2231-29

Area, Region or Location: 4

Land Service Office: Bakersfield

Line of Business: Electric Distribution (43), Gas Distribution (53)

Business Doc Type: Easements

MTRSQ: 22.31.29.23.23,

FERC License Number: N/A

PG&E Drawing Number: 35059481

Plat No.: 3129233

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Electric Underground Easements (4), Gas and Pipeline Easements (5), Utility Easement (86)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 35059481

JCN: N/A

County: Kern

Utility Notice Number: N/A

851 Approval Application No: N/A ;Decision: N/A

Prepared By: lcp9

Checked By: sxgg

Approved By:

Revised by:

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 _____, before me, _____ Notary Public,
Insert name

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 of Notary Public (Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____



EXHIBIT "A"

GRANT OF EASEMENT DISCLOSURE STATEMENT

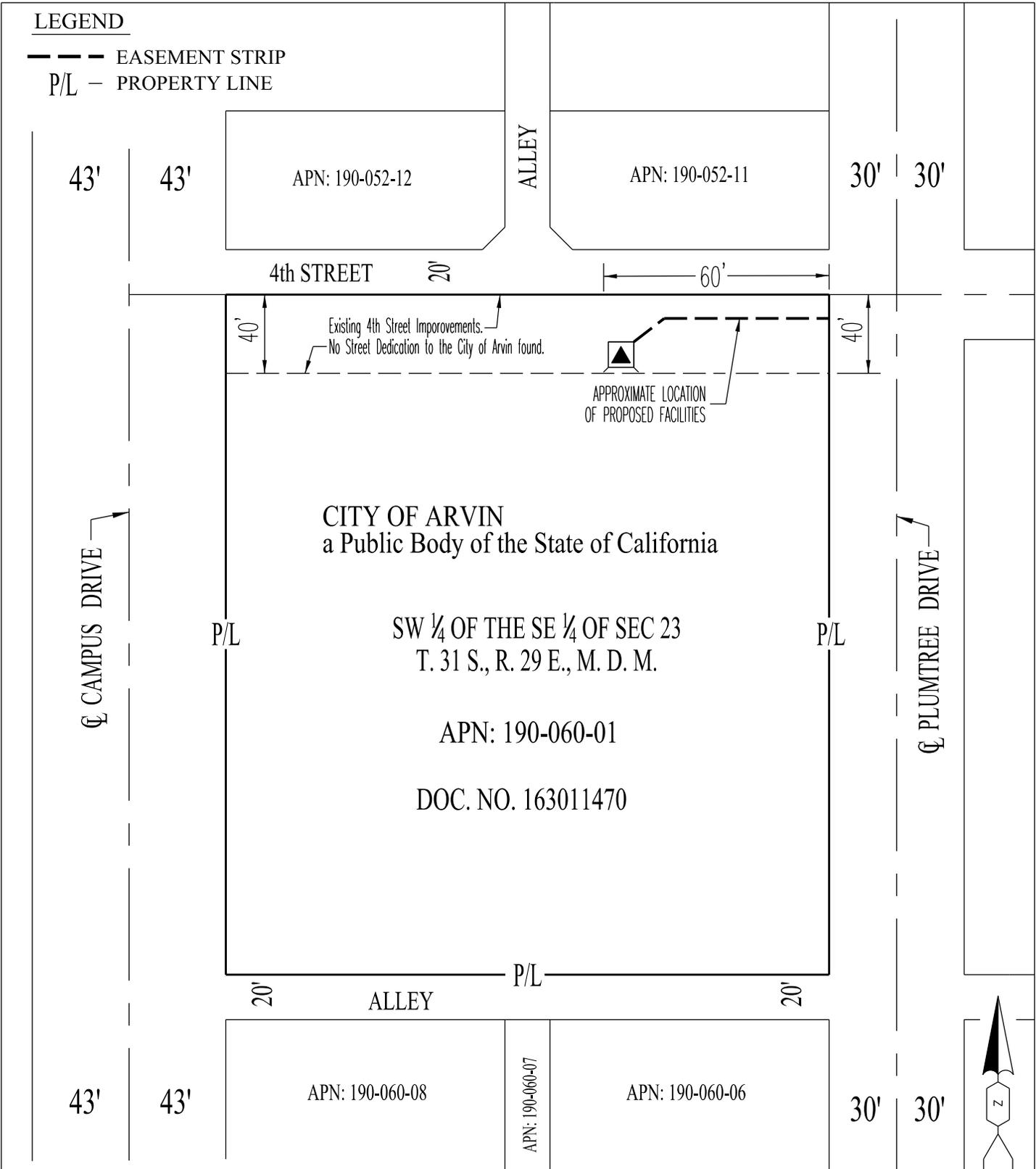
This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

LEGEND

- EASEMENT STRIP
- P/L - PROPERTY LINE



CITY OF ARVIN
a Public Body of the State of California

SW ¼ OF THE SE ¼ OF SEC 23
T. 31 S., R. 29 E., M. D. M.

APN: 190-060-01

DOC. NO. 163011470

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant:				CITY OF ARVIN 200 CAMPUS DRIVE ARVIN, CA. 93203		SCALE N.T.S.	DATE 7-11-2019	
SECTION 23	TOWNSHIP 31 S.	RANGE 29 E.	MERIDIAN M. D. M.	COUNTY OF: KERN	CITY OF: ARVIN	F.B.:	DR. BY: LCP9	CH. BY: N/A
PLAT MAP REFERENCES		3129233	SW ¼ SE ¼	PG&E	KERN DIVISION	114834841 AUTHORIZ	35059481 DRAWING NO.	



CITY OF ARVIN Staff Report

Meeting Date: September 22, 2020

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 PROVIDED BY LEORA LLC FOR TRACT 5816 PHASE 10B

BACKGROUND:

A Subdivision Agreement (“Agreement”) between the City of Arvin and LeOra, LLC (“LeOra”) for Tract 5816 Phase 10B was approved by the City Council on February 26, 2019, and a final map was duly approved at the City Council meeting of March 12, 2019. At the time of that approval, most of the improvements in the eventual public right-of-way had been constructed. As required by the Agreement, LeOra provided security in the form of a Letter of Credit (LOC) as required by the Agreement for the portion of the public improvements not yet constructed at that time. The LOC (number 2019-49) dated February 21, 2019 was in the amount of \$823,147.80. Improvements completed by LeOra, LLC include sidewalks, curbs, gutters, drive approaches, masonry wall, and utility connections to the 54 lots. With all such improvements completed by that time, LeOra was eligible for a 90% reduction in their security per section 8 of the Agreement to act as a maintenance guarantee for the improvements for a period of one year from the approval of the 90% reduction. Such an approval was granted by the City Council at the regular council meeting of August 13, 2019.

As required by the Agreement, LeOra has requested in writing the release of the maintenance security now that a year has passed. The City Engineer has reviewed the site, and concurs that no maintenance efforts are necessary prior to the release of the maintenance security provided in the form of Irrevocable Letter 2019-49 dated August 5, 2019.

FINANCIAL IMPACT:

No significant cost impacts to the city.

RECOMMENDATION:

Staff recommends the approval of a resolution releasing Irrevocable Letter 2019-49 dated August 5, 2019.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN FOR THE RELEASE OF MAINTENANCE SECURITY PROVIDED BY LEORA LLC FOR TRACT 5816 PHASE 10B

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

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

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

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

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

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

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

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

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

WHEREAS, LeOra provided Irrevocable Letter of Credit 2019-49 in the amount of \$175,845.50 for such maintenance security at the regular council meeting of August 13, 2019; and

WHEREAS, one year has now passed, and no additional maintenance efforts are required; and

WHEREAS, the developer has requested, in writing, for the release of LOC 2019-49;

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. Releases Irrevocable Letter of Credit 2019-49 in the amount of \$175,845.50.
3. 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 22nd day of September, 2020 by the following vote:

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

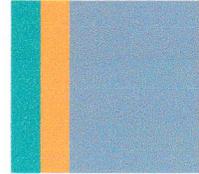
By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

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

LeOra, LLC

6501 Fruitvale Avenue, Bakersfield, CA 93308

Michael Hair mh@yourvalleybuilder.com



August 10, 2020

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

Re: Tract 5816 Ph. 10B Release of Letter of Credit

Dear Mr. Adam Ojeda,

This letter is to request release of the money held under the Letter of Credit issued by Valley Republic Bank for the amount of \$175,845.50. The Letter of Credit represents the 10% for maintenance bond for one year per City Council Resolution 2019-70, signed August 13, 2019.

Thank You for your assistance in this matter.

Sincerely,

Michael F. Hair Jr.

LeOra, LLC

cc: Janet Hepp - Valley Republic Bank





**CITY OF ARVIN
Agenda Report**

Meeting Date: September 22, 2020

TO:	Arvin City Council
FROM:	Jerry Breckinridge, City Manager
SUBJECT:	Approval of Response to 2018-2019 Grand Jury Report

RECOMMENDATION:

Staff recommends approval of the City's response to the 2018-2019 Kern County Grand Jury Final Report.

BACKGROUND:

In August 2019, the City received the 2018-2019 Kern County Grand Jury Final Report. On August 29, 2019 Mayor Gurrola sent a response to the Grand Jury and the City felt it had complied with response requirements. In July 2020, the City was approached by representatives of the Kern County Grand Jury and told that the City's response needed to address each finding and recommendation contained within the Grand Jury Final Report. This staff report contains a detailed response to the 2018-2019 Kern County Grand Jury Report. Once approved by the City Council, this response will be sent to the Presiding Judge of the Kern County Superior Court.

ENVIRONMENTAL REVIEW:

N/A

FISCAL IMPACT:

None

ATTACHMENTS:

- 2018-2019 Kern County Grand Jury Final Report for the City of Arvin
- Response to Grand Jury Final Report, dated September 22, 2020
- Response to Grand Jury Final Report, dated August 29, 2019

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING THE CITY’S RESPONSE TO THE 2018-2019 KERN COUNTY GRAND JURY REPORT OF JUNE 3, 2019

WHEREAS, the 2018-2019 Kern County Grand Jury (Grand Jury) has inquired into the operations and management of the City of Arvin; and

WHEREAS, as a result, the Grand Jury has provided a 2018-2019 Kern County Grand Jury report dated June 3, 2019 (“Report”), outlining the results of the inquiry; and

WHEREAS, the Grand Jury report was promptly posted by the City on June 28, 2019, and remained posted for more than a half a year until public access to City Hall was restricted in response to the COVID-19 pandemic; and

WHEREAS, on August 29, 2019, the Mayor provided a written response to the Report to the Presiding Judge of the Kern County Superior Court, with a copy to the Grand Jury; and

WHEREAS, the Grand Jury recently contacted the City and requested a written response to the Report be provided from the City Council; and

WHEREAS, the City Council has formally received the Report, and desires to approve the attached response to the Report.

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

- 1. The City Council approved the response to the Grand Jury report for the City of Arvin as set forth in Exhibit “A.” The Mayor is authorized to execute the same on behalf of the City and City Council.

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I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the city Council of the City of Arvin at a regularly scheduled meeting held on the 22nd day of September 2020, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

Attachment:
Exhibit A: City of Arvin Response to 2018-2019 Kern County Grand Jury Report.

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.

EXHIBIT A



CITY OF ARVIN

MAYOR

Jose Gurrrola

MAYOR PRO TEM

Jazmin Robles

COUNCIL MEMBERS

Gabriela Martinez

Olivia Trujillo

Mark Franetovich

CITY MANAGER

Jerry Breckinridge

September 23, 2020

Presiding Judge
Kern County Superior Court
1415 Truxton Avenue, Suite 212
Bakersfield, CA. 93301

RE: City of Arvin Response to 2018-2019 Kern County Grand Jury Report

Dear Presiding Judge:

The City Council and City Manager of the City of Arvin have reviewed the 2018-2019 Kern County Grand Jury report and appreciate the opportunity to provide the following responses to the Grand Jury's Findings and Recommendations.

FINDINGS

F1. On July 31, 2018, Arvin received a Single Audit Financial Report for Fiscal Year End (FYE) June 30, 2017, which reported a cash shortfall of approximately \$1,800,000. The audit also stated:

- The Finance Department operated for many years with limited accounting staff and insufficient government accounting experience
- Significant turnover resulted in a lack of segregation of duties
- There were inadequate thorough reviews, analysis and reconciliation of financial statements

City Response: Agree with the finding. While it is true that the City ended Fiscal Year 2016/2017 with a major deficit, there has been a significant improvement in the City's finances since the Grand Jury's report. In fact, the City closed Fiscal Year 2019/2020 with a Fund Balance of approximately \$150,000. Measures taken to correct the City's deficit include:

- Reducing expenditures within each City department. Once the budget deficit was identified, immediate measures were taken to reduce expenditures. One of these measures included laying off two management positions, a management analyst and the Community Development Director. Additionally, each department head was tasked with reducing their department budgets in the area of maintenance and operations.
- Conducting a thorough examination of the budget, financial software, and revenue sources to identify any inaccuracies or opportunities to recover expenditures that were coded incorrectly.
- Working with auditors to correct procedures and ensure the City was in compliance with proper financial protocols.

Phone (661) 854-3134
Fax (661) 854-0817

200 Campus Drive
P.O. Box 548
Arvin, California 93203

- F2. In late 2017, Arvin hired a new Finance Director with 20 years experience in the private sector and 13 years in the public sector.

City Response: Agree with the finding. The City of Arvin has retained a Finance Director who has a strong understanding of budgeting principals and actively monitors the City's revenues and expenditures.

- F3. After completing an analysis of the \$1,800,000 deficit, Arvin's new Finance Director determined that the deficit was actually between \$800,000 and \$1,000,000. It was concluded there were accounting irregularities, including duplicate debit entries and errors in general ledger postings. The Finance Director stated that Arvin is in the process of reducing the deficit.

City Response: Agree with the finding. The new Finance Director for the City of Arvin conducted a thorough examination of the budget, financial software, and revenue sources to identify any inaccuracies or opportunities to recover expenditures that were coded incorrectly.

- F4. Since FYE 2017, the following factors have helped correct the deficit:
- 10% increase in general sales tax revenue
 - 20% increase in revenue from Measure L (1% city sales tax)
 - Reduction of staff and operating expenses

City Response: Agree with the finding.

- F5. The FYE June 30, 2017 audit revealed that Arvin's Proprietary Funds, i.e. Traffic Impact Fees, Special Revenue Fund and Sanitation Enterprise Fund, were used to subsidize the cash needs of the General Fund.

City Response: Agree with the finding and partially disagree with the finding. Certain grant funding sources require the City to pay for the costs of construction up front before the City can be reimbursed from the funding source. To ensure that there was sufficient liquidity to make payments on these projects, the City used short-term loans from the enterprise funds to the general fund. These short-term loans were promptly repaid to the appropriate enterprise fund when the City was reimbursed from the funding source. Additionally, the City discovered that the general fund had been making payments that should have been made by the sanitation enterprise fund. These amounts were repaid from the sanitation enterprise fund to the general fund. Since the new Finance Director was hired, the City operates in accordance with the Governmental Accounting Standards Board (GASB) and has not recently used short-term loans.

- F6. City Officials are monitoring the 2018-2019 budget monthly to address any shortfalls and make adjustments for the remaining fiscal year. The Budget Report dated March 19, 2019 reflects General Fund revenue at 59.2% with General Fund expenses of 63.2%.

City Response: Agree with the finding.

- F7. In 2015, Arvin received a \$570,000 *Caltrans* Grant for specific road improvements. However, Arvin misdirected the funds and made improvements on non-specified roads. *Caltrans* has since sued Arvin to recover the grant funds. As of April 11, 2019, negotiations are in the process of settling the suit. In order to complete the *Caltrans* specified road improvements, Arvin enlisted Kern council of Governments (KCOG) assistance in finding alternate sources of funding.

City Response: Partially agree and partially disagree with the finding. The City of Arvin was

never sued by Caltrans regarding the grant funds. The City acknowledges that funds were used to complete projects that were not as clearly identified in the original ATP application as Caltrans preferred, but disagrees that they were misdirected or not identified in the ATP grant funding materials. The City provided a lengthy response to the Caltrans audit and began discussing a Corrective Action Plan (CAP) with Caltrans in the first quarter of 2019. Although the City did not receive a CAP from Caltrans until May of 2020, in late 2019, the City made the decision to enter into a partnership with the County of Kern to assist with completing the projects initially identified in the original ATP application. Using available funds held by the Kern Council of Governments (Kern COG), the City and County of Kern completed all of the originally committed projects. The City, now in receipt of the CAP, is complying with the recommendations of the auditors and will follow best practices identified by Caltrans.

- F8. For the past decade, Arvin has had five City Managers, the longest serving three years and three months.

City Response: Agree with the finding. The City acknowledges the need and benefits of retaining a tenured leadership team. The current city manager has held the position for two years after serving two years as the City's police chief. The current city manager resides in Arvin and has no plans to leave the City.

- F9. The current City Manager served three years as Arvin's Chief of Police.

City Response: Partially agree and partially disagree with the finding. As noted in the prior response, the City acknowledges the need and benefits of retaining a tenured leadership team. The current city manager has held the position for two years after serving *two* years as the City's police chief. The current city manager resides in Arvin and has no plans to leave the City.

- F10. In March 2019, Arvin hired a new Chief of Police with approximately 30 years law enforcement experience.

City Response: Partially agree and disagree with the finding. At the time of the Grand Jury report, the City had just hired a new police chief. That police chief has since retired. During the tenure of the last police chief, a Secret Witness hotline was established and community meetings, to include "Coffee with a Cop" were conducted. The City is currently searching for a new police chief and will ensure that he or she will continue to involve the community in crime prevention efforts.

- F11. Arvin reported 14 homicides from 2014 through 2018, with six occurring in 2017. However, overall crime decreased 30.2%.

City Response: Agree with the finding.

- F12. City Officials state that Arvin residents are fearful to come forward and report violent crime. Officials are confident new police strategies and community involvement will improve public safety:

- "Coffee with a Cop" meetings
- Forming a community crime prevention awareness group consisting of churches, schools and businesses
- Joint effort with Kern County Sheriff's Gang Suppression Unit

City Response: Agree with the finding. To help address this issue, a Secret Witness hotline was established and community meetings, to include "Coffee with a Cop," were conducted as noted

above.

- F13. Arvin is in the process of forming a Housing Advisory committee that will play a key role in developing and advising the City Council regarding policies that will facilitate the implementation of various housing programs.

City Response: Agree with the finding. The City recognizes the need for a Housing Advisory Committee and has advertised for participants for a Housing Advisory Committee. Despite the City's efforts, to date there has not been an adequate response from the community to form such a committee. The City will continue to promote and advertise for this committee and is confident a Housing Advisory Committee will be created in the near future.

RECOMMENDATIONS:

- R1. Arvin should continue monitoring and updating their financial information and budgets monthly in order to address and correct budget shortfalls. (Findings 1 through 6)

City Response: The recommendation has been implemented. The City is continuing to monitor and update financial information and budgets monthly in order to address and correct budgetary issues.

- R2. Arvin should continue working with KCOG to complete the *Caltrans* specified road improvements. (Finding 7).

City Response: The recommendation has been implemented and the specified road improvements have been completed. See the City's response to Finding 7 for additional information.

- R3. Arvin should continue to improve public safety. They should also consider starting a Secret Witness Program to encourage residents to "say something if they see something." (Findings 11 and 12)

City Response: The recommendation has been implemented. As noted above, the City has started a Secret Witness hotline and implemented "Coffee with a Cop," and is currently recruiting for a chief of police, all of which will improve public safety.

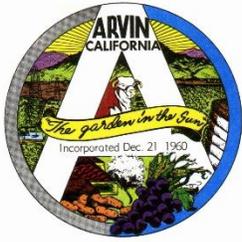
The City of Arvin would like to thank the Kern County Grand Jury for their assistance in our endeavor to provide a progressive, transparent government for our residents. Please feel free to contact us if you have any questions or concerns.

Sincerely,

Jose Gurrola, Mayor
City of Arvin

Jerry Breckinridge, City Manager
City of Arvin

CC: Foreperson
Kern County Grand Jury
1415 Truxton Avenue, Suite 600
Bakersfield, CA. 93301



**CITY OF ARVIN
City Council**

Meeting Date: September 22, 2020

TO: City Council

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

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN AMENDING THE ARVIN MUNICIPAL CODE TO ADD STANDARDS FOR THE BEAR MOUNTAIN CENTRAL BUSINESS DISTRICT, UPDATE NOTICE PROVISIONS, AND ADD USE PERMIT FINDINGS

RECOMMENDATION:

Staff recommends the City Council consider adopting the Ordinance to be ready 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, including the associated CEQA findings.

APPLICANT AND LOCATION:

Applicant:	City of Arvin
Zoning:	C-2 Commercial
General Plan Land Use Designation	General Commercial

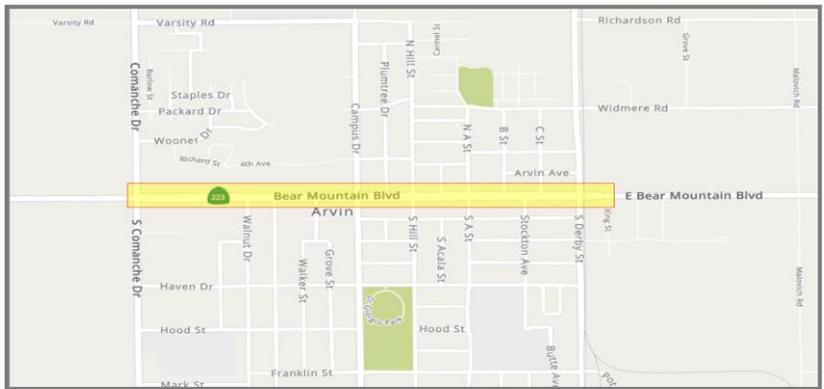
BACKGROUND:

The City Council adopted CEQA findings and approved the General Plan Amendment, and introduced the Zoning Ordinance, at its meeting of September 8, 2020.

STAFF REPORT FROM SEPTEMBER 8, 2020:

A main component of the City's established business district is located along Bear Mountain Boulevard between South Comanche Drive and King Street, and often referred to as the Bear Mountain Central Business District. Most business within the District are subject to Site Development Review per the City's Zoning Ordinance. However, many business within the District often cannot meet the requirements of the Municipal Code related to development standards due to lot size, shape, and location of existing structures. Additionally, many existing uses are unable to meet the current

requirements of the Municipal Code to allow operations within in the District, some of which are a result of the widening of Bear Mountain Boulevard (a State Highway) to two lanes as compared to the single lane each direction when certain structures were originally built. As a result, businesses which desire to use certain existing commercial buildings in the District are often times unable to do so, as the re-use of the buildings can trigger additional requirements under the Municipal Code that simply cannot be met for certain parcels. This often leads to frustration from applicants, stifles business growth, limits the availability of goods and services for the community, and can promote vacant or under-utilized buildings along the City’s principal commercial corridor.



The proposed updates to the General Plan and Municipal Code will allow for additional flexibility for qualifying existing commercial businesses and structures within the Bear Mountain Boulevard District. These include standards related to on-site parking, landscaping, trash enclosure and other site development requirements. Additionally, the updates will refresh key portions of the zoning ordinance, including noticing and findings for conditional use permits, in an effort to help clarify and streamline the process for applicants.

The Planning Commission reviewed this matter on September 3, 2020 and recommended approval for the City Council of the proposed General Plan Amendment, Zoning Ordinance modification, and associated CEQA findings for the project.

General Plan Amendment and Site Development Review

To facilitate implementation of more flexible standards for the District, a new General Plan policy is proposed as follows:

“Encourage existing commercial development along the Bear Mountain Business commercial corridor by amending the Municipal Code to allow for certain existing uses along the Bear Mountain Boulevard commercial corridor to have additional flexibility regarding parking, landscaping, trash enclosures, and similar site improvement items related to the re-use of existing, legally conforming, commercial structures for uses having moderate parking requirements.”

The General Plan designates most of Bear Mountain Boulevard as GC (General Commercial), and most parcels within this area have been zoned C-2 (Commercial).

Public Hearing Notice Ordinance Update

The City is seeking to update and refresh the notice requirements to address developments in State law. Public Hearing Notices are important for informing the general public of formal proceedings and to inform them of the time and place of such proceeding, so that they can provide testimony on proposed

issues or actions if they wish.

Conditional Use Permit Findings

The City is seeking to include updated Conditional Use Permit findings to the Arvin Municipal Code, Section 17.56.025 – Conditional Use Permits. Conditional Use Permits allow the City of Arvin to consider special uses which may be essential through a hearing process. The findings section provides additional clarity for both the applicant and public as to the specific reasons given by the hearing body to approve or deny a conditional permitted use.

ENVIRONMENTAL CONSIDERATIONS:

The City Council previously determined this project is subject to CEQA Guidelines section 15061(b)(3), and no further action is required under the California Environmental Quality Act.

PUBLIC NOTIFICATION:

The City properly noticed the September 3, 2020, public hearing before the Special Planning Commission pursuant to Government Code sections 65090 and 65091 by publication in the newspaper on August 24, 2020. A copy of the notice is attached to this staff report. In addition, the City Clerk provided notice of the proposed conditional use permit by mailing the public notice to all property owners within the 300-foot radius.

ATTACHMENTS:

1. An Ordinance of the City Council of the City of Arvin Amending the Arvin Municipal Code to add Standards for the Bear Mountain Central Business District, Update Notice Provisions, and Add Use Permit Findings.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN AMENDING THE ARVIN MUNICIPAL CODE TO ADD STANDARDS FOR THE BEAR MOUNTAIN CENTRAL BUSINESS DISTRICT, UPDATE NOTICE PROVISIONS, AND ADD USE PERMIT FINDINGS

WHEREAS, a main component of the City’s established business district is located along Bear Mountain Boulevard between South Comanche Drive and King Street, and often referred to as the Bear Mountain Central Business District (“District”)

WHEREAS, many businesses within the District are experiencing significant adverse economic impacts, which have been further exacerbated from the economic impacts of the state of emergency associated with COVID-19; and

WHEREAS, under the current requirements of the Municipal Code, ceasing use of a structure for 90 days can trigger compliance with current development standards and site plan review before the building can be used; and

WHEREAS, the practical constraints arising response to COVID-19 make it increasingly difficult for buildings to be re-occupied by a new business within 90 days; and

WHEREAS, due to lot size, shape, and location of existing structures, many existing uses are unable to meet the current requirements of the Municipal Code to be able to operate in the District, some of which are related to the widening of Bear Mountain Boulevard (a State Highway) to two lanes as compared to the single lane each direction when some structures were originally built; and

WHEREAS, businesses which desire to use certain existing commercial buildings in the District are often times unable to do so, as the re-use of the buildings can trigger additional requirements under the Municipal Code that simply cannot be met for certain parcels; and

WHEREAS, this has created economic, aesthetic, and other impacts for the District that are not the intent of the Council’s goals and objectives; and

WHEREAS, updates to the City’s zoning ordinance are also needed to refresh key portions of the zoning ordinance, including noticing and findings for conditional use permits, in an effort to help clarify and streamline the process for applicants

WHEREAS, to address this issue the City has proposed General Plan Amendment 2020-01 (Bear Mountain Central Business District) and updates to the City’s zoning ordinance through a Zoning Ordinance Amendment (collectively “project”); and

WHEREAS, the Planning Commission of the City of Arvin held a public hearing on September 3, 2020, and recommend the Council approve General Plan Amendment 2020-10, the Zoning Ordinance Amendment, and the associated CEQA for the project; and

WHEREAS, the City noticed the hearing before the City Council meeting for the proposed project by publication in the newspaper; and

WHEREAS, the City Council conducted a duly noticed public hearing on this matter, at which time all interested parties were given an opportunity to be heard and present evidence regarding the project, including the proposed General Plan amendment as well as the Zoning Ordinance Amendment being concurrently considered; and

WHEREAS, the City Council has concurrently heard General Plan Amendment 2020-01 and has approved the same along with the CEQA finding for the project on September 8, 2020; and

WHEREAS, the City Council introduced this Ordinance on the same date; and

WHEREAS, after a second public hearing on the same, the City Council now desires to adopt the Zoning Ordinance Amendment.

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

1. Recitals. The recitals and findings set forth above are true and correct and incorporated herein by this reference.
2. CEQA. This project has already been environmentally assessed, and no further action is required under the California Environmental Quality Act (CEQA).
3. General Plan Consistency. The City Council has already determined that the project, including the Zoning Ordinance Amendment, is consistent with the General Plan, and affirms the same herein.
4. Zoning Ordinance Amendment: The Zoning Ordinance Amendment is adopted as to those specific provisions of the Arvin Municipal Code as amended to read, in its entirety, as is set forth in the attached Exhibit "A" and incorporated in full by reference, which is Arvin Municipal Code Title 17.68 and Sections 17.54.100, 17.56.020, 17.56.025, 17.60.010(C) and (D), and 17.60.040(C).
5. Severability. If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.
6. Notice of Adoption: The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, Section 36933, or as otherwise authorized by law.
7. 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 the 08th day of September 2020, and adopted the Ordinance after the second reading at a regular meeting held on the 22nd day of September 2020, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

EXHIBIT A
Arvin Municipal Code Title 17.68 and Sections 17.54.100, 17.56.020,
17.56.025, 17.60.010(C) and (D), and 17.60.040(C)

Section 1. Section 17.54.100 of Chapter 17.54, of Title 17 of the Arvin Municipal Code is amended to read, in its entirety, as follows:

17.54.100 - Hearing—Notice.

A. Following the receipt in proper form of any application filed under the provisions of this chapter, the secretary of the planning commission shall fix a time and place of public hearing thereon.

~~B. Not less than ten (10) days before the date of any public hearing fixed by the secretary of the planning commission as provided in this section, the date of such public hearing, notice of the date, time, place of hearing and location of the property and the nature of the request shall be given by any two (2) of the following methods, the publishing and mailing methods to be used unless otherwise directed by the planning commission:~~

- ~~1. Publishing. By publishing once in a newspaper of general circulation in the city;~~
- ~~2. Mailing. By mailing a notice, postage prepaid, to the applicant, to each member of the planning commission, and to the owners of all property within three hundred (300) feet of the exterior boundaries of the property involved, using for this purpose the last known name and address of such owners as shown upon the last assessment roll of the county;~~
- ~~3. By posting notices not more than three hundred (300) feet apart along each and every street upon which the property involved abuts, for a distance of not less than three hundred (300) feet in each direction from the exterior limits of such property.~~

B. Notices of hearings shall be provided as follows:

1. Government Code section 65090 requires notice published in at least one newspaper of general circulation within the city at least 10 days prior to the hearing. If there is no such newspaper of general circulation, the notice may instead be posted in three public places within the city.
2. Government Code section 65091 requires:
 - a. Notice of the hearing shall be mailed or delivered at least 10 days prior to the hearing to the owner of the subject real property as shown on the latest equalized assessment roll or the records of the county assessor or tax collector. Notice shall also be mailed to the owner's duly authorized agent, if any, and to the project applicant.
 - b. When the Subdivision Map Act requires notice of a public hearing to be given, notice shall also be given to any owner of a mineral right pertaining

- to the subject real property who has recorded a notice of intent to preserve the mineral right pursuant to Section 883.230 of the Civil Code.
- c. Notice of the hearing shall be mailed or delivered at least 10 days prior to the hearing to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected.
 - d. Notice of the hearing shall be mailed or delivered at least 10 days prior to the hearing to all owners of real property as shown on the latest equalized assessment roll within 300 feet of the real property that is the subject of the hearing. In lieu of using the assessment roll, the city may use records of the county assessor or tax collector. If the number of owners to whom notice would be mailed or delivered pursuant to this subsection B(2)(d) or (B)(2)(a) is greater than 1,000, the city, in lieu of mailed or delivered notice, may provide notice by placing a display advertisement of at least one-eighth page in at least one newspaper of general circulation within the local agency in which the proceeding is conducted at least 10 days prior to the hearing.
 - e. If the notice is mailed or delivered pursuant to subsection B(2)(d) of this section, the notice shall also either be:
 - i. Published in at least one newspaper of general circulation within the local agency which is conducting the proceeding at least 10 days prior to the hearing.
 - ii. Posted at least 10 days prior to the hearing in at least three public places within the boundaries of the local agency, including one public place in the area directly affected by the proceeding.
 - f. Whenever a hearing is held regarding a permit for a drive-through facility, or modification of an existing drive-through facility permit, notice procedures shall be incorporated address the blind, aged, and disabled communities in order to facilitate their participation in any hearing on, or appeal of the denial of, a drive-through facility permit.
3. Notices per subsection B(1) of this section (referring to the requirements of Government Code section 65090) shall apply to the following:
 - a. Adoption or amendment of a general or specific plan.
 - b. Zoning ordinance or amendment. (Note additional requirements for the planning commission, below.)
 - c. Development agreements. (Note subsection B(2) also applies.)
 - a. Tentative, final, and parcel maps. (Note subsection B(2) also applies.)
 4. Notices per subsection B(2) of this section (referring to the requirements of Government Code section 65091) shall apply to the following:
 - a. Zoning ordinance or amendment – but only if the proposed ordinance or amendment to a zoning ordinance affects the permitted uses of real

property. (Note this only applies to hearings of the planning commission.)

- b. Development agreements. (Note subsection B(1) also applies.)
- c. Tentative, final, and parcel maps. (Note subsection B(1) also applies.)
- d. Conditional use permits.
- e. Site plans.
- f. Any other entitlement subject to the zoning ordinance not otherwise listed in this section.

C. In addition to the notice required by this section, the city may give notice of the hearing in any other manner it deems necessary or desirable.

D. If the applicable notice provisions of the Government Code are amended, the requirements shall be automatically incorporated herein, and any inconsistent or superfluous requirement of this Section shall no longer be applicable.

Section 2. Section 17.56.020 of Chapter 17.56, of Title 17 of the Arvin Municipal Code is amended to read, in its entirety, as follows:

17.56.020 - Prohibited uses permitted when.

- A. Certain uses may be permitted by the planning commission and the city council in zones in which they are not permitted by this title where such uses are deemed essential or desirable to the public convenience or welfare, and are in harmony with the various elements or objectives of the comprehensive general plan.
- B. Except as otherwise provided in this chapter, the procedure for filing of conditional use permit applications, payment of filing fees for such applications, and all associated investigations, notices, public hearings, findings and appeals shall be the same as provided in Chapter 17.54 for variances.
- C. The planning commission may waive public hearings on an application for a conditional use permit for public utility or public service uses or public buildings, when found to be necessary for the public health, safety, convenience or welfare.
- D. No conditional use permit application shall be deemed complete or processed until the filing fee (which may be in the form of a deposit), as established pursuant to resolution of the city council, has been paid in full.

Section 3. Section 17.56.025 of Chapter 17.56, of Title 17 of the Arvin Municipal Code is added to read, in its entirety, as follows:

17.56.025 – Required findings.

A conditional use permit shall only be granted if the planning commission determines that the project as submitted or as modified conforms to all of the following criteria. If the planning commission determines that it is not possible to make all of the required findings, the application shall be denied.

- A. The use proposed by conditional use permit is consistent with the general plan, any applicable specific plan, and zoned district designation.
- B. The use proposed by conditional use permit is consistent with this Code, including the zoning ordinance.
- C. The use proposed is not detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the neighborhood.
- D. The proposed use is in compliance with all applicable laws and ordinances.

Section 4. Subsections C and D of Section 17.60.010 of Chapter 17.60, of Title 17 of the Arvin Municipal Code is amended to read, in its entirety, as follows:

17.60.010 - Intent and purpose—Affected zones.

- C. To insure that certain types of proposed developments will serve to achieve a group of facilities which will be well related one to another, and which, taken together, will result in a well-composed design, and to meet the city ordinances, site development permits shall be required for the development or expansion of the following:
 - 1. Mobile home parks, travel trailer parks, airports and building complexes. Multi-family residential development within the R-3 and R-4 Zone District;
 - 2. Use of any structure vacant for more than ninety (90) days. For structures subject to chapter 17.68 (Commercial - Bear Mountain Central Business District Standards), existing structures vacant for more than sixty (60) days, except that if unusual hardship is shown the planning director may extend that time by up to an additional one hundred and eighty (180) days;
 - 3. Change of use from an existing use to a heretofore new use at that location;
 - 4. New development; or
 - 5. Expansion of existing structures.
- D. A site development permit shall be secured prior to the issuance of a building permit for any of the items listed in 1, 2, 3, 4, and 5 ~~and 6~~, above.

Section 5. Subsection C of section 17.60.040 of Chapter 17.60, of Title 17 of the Arvin Municipal Code is amended to read, in its entirety, as follows:

...

- C. Level of review: The site development permit is subject to review by the council, commission or planning director as follows:
 - 1. Planning director - Review of the following projects that do not otherwise require commission review:
 - a. Remodeling of interior and/or exterior of existing buildings;

- b. Change of use of existing buildings where no site improvements are required;
 - c. Mobile home parks, travel trailer parks, airports and building complexes encompassing less than one (1) acre;
 - d. Existing structures vacant for more than ninety (90) days. For structures subject to chapter 17.68 (Commercial - Bear Mountain Central Business District Standards), existing structures vacant for more than sixty (60) days, as may be extended for unusual hardship by the planning director pursuant to 17.60.010;
 - e. New structures less than one thousand (1,000) square feet;
 - f. Expansion of existing structures of less than fifty (50) percent and limited site improvements are required;
 - g. Multi-family residential development within the R-3 Zone district with a minimum development of, and not to exceed, sixteen (16) units per acre; or
 - h. Multi-family residential development within the R-4 Zone district with a minimum of, and not to exceed, twenty-one (21) units per acre.
2. Planning commission - Review of the following projects:
 - a. New development of one thousand and one (1,001) square feet or more;
 - b. Expansion of existing structures by more than fifty (50) percent;
 - c. Change of use of existing structures where site improvements are required;
 - d. Mobile home parks, travel trailer parks, airports and building complexes encompassing more than one (1) acre;
 - e. All other development requiring a site development permit not listed in Subsection C.1, above.
 3. The planning director may refer review of a site development permit to the commission, or the commission may refer review of a site development permit to the council, for review and action. Such referrals may be at the discretion of the referring body or person.
 4. Site development improvements are required consistent with Chapter 17.70.

Section 6. Chapter 17.68 (Commercial -Bear Mountain Central Business District Standards) of Title 17 of the City of Arvin Municipal Code is added to read, in its entirety, as follows:

Chapter 17.68 - COMMERCIAL -BEAR MOUNTAIN CENTRAL BUSINESS DISTRICT STANDARDS

17.68.010 – Findings and Purpose.

The purpose of this chapter is to regulate commercial zoned buildings fronting Bear Mountain Boulevard (Highway 223) between South Comanche Drive and King Street (the central business district) in order to protect public health, safety, and welfare, while accommodating commercial uses with conforming or legally non-conforming

structures as of January 1, 2010, including those conditions related to parking and landscaping due to the immediate proximity of Highway 223. The specific purposes of this chapter are to:

- A. Relieve certain properties located in the central business district from certain on-site parking, landscaping, trash enclosure and other site development requirements in whole or in part.
- B. Provide a pedestrian-friendly downtown environment by allowing buildings and uses to be concentrated and oriented to pedestrians.

17.68.020 – Applicability.

Regulations established by this chapter shall be in addition to the regulations of the zoning district, and in the event of a conflict between the two, the provisions of the this chapter shall prevail. This title only applies to properties, buildings, and uses meeting all of the following requirements:

- E. Property fronting Bear Mountain Boulevard (Highway 223) between South Comanche Drive and King Street.
- F. Property zoned as one of the following:
 - 1. C-O (Professional office zone).
 - 2. N-C (Neighborhood commercial zone).
 - 3. C-1 (Restricted commercial zone).
 - 4. C-2 (General commercial zone).
- G. All buildings or uses must either be conforming or legally nonconforming. This chapter shall expressly not apply where new development or the expansion of more than twenty percent (20%) of the gross floor area of a building in existence as of January 1, 2010.
- H. This chapter shall not apply to regulations regarding the following uses:
 - 1. Apartment hotels
 - 2. Automobile Service, and auto repair garages (including tire shops)
 - 3. Bars (or other uses having an on-sale license from the California Department of Alcoholic Beverage Control)
 - 4. Billiard or pool halls or bowling alleys,
 - 5. Bottling plants,
 - 6. Bowling facilities,

7. Churches, (exceeding two thousand (2,000) square feet in area)
8. Dance clubs, dance halls
9. Department stores (exceeding six thousand (6,000) square feet in area)
10. Funeral services
11. Garage, Public
12. Hotels
13. Hospitals or sanitariums
14. Markets (exceeding six thousand (6,000) square feet in area)
15. Medical clinics
16. Motels
17. Recycling Facilities and other similar uses
18. Rental Halls
19. Theaters or auditoriums
20. Wedding chapels
21. Similar restricted commercial activities and facilities not specifically listed in the Arvin Municipal Code, as determined by the planning director.

17.68.030 – Additional Development Standards.

Notwithstanding any other requirement of chapter 17.20 (C-O professional office zone), 17.22 (N-C neighborhood commercial zone), 17.24 (C-1 restricted commercial zone), 17.26 (C-2 general commercial zone), 17.48 (Automotive parking requirements), 17.60 (Site development permits), 17.62 (Sign regulations), 17.70 (Site development standards), the entirety of Title 15 (Buildings and Construction), and the entirety of title 16 (Subdivisions), the following site development standards shall apply to those uses subject to this chapter:

A. Parking Standards.

1. Priority. When it is not possible for parking, landscaping, and other requirements such as trash receptacles and drainage to be met due to shape, size, and location of the site, priority shall be focused on meeting parking requirements first as outlined by chapter 17.48, and then any remaining land shall be used to meet landscape requirements followed by using land to meet other applicable requirements.

2. Hardship. The planning director may waive up to fifty percent (50%) of parking spaces required by parking where a documented hardship, not involving economics, exists or where there are unusual circumstances that prevent compliance with any of the development standards that would otherwise be required by the zoning ordinance in exchange for other improvements to the property that will generally benefit the public. However, existing parking spaces shall be preserved and in no circumstances shall existing parking spaces be reduced or eliminated. (*Example:* The site can only accommodate sixty (60%) of the required parking spaces. The planning director may waive the remaining 40% with the requirement for existing on-site parking area improvements, façade or other exterior enhancements occur to the property.)
3. Off-site parking. Required parking may be located off-site when located within 300 feet from the property from a receiving property having excess parking capacity, and as secured by a covenant for the same as approved by the planning director.
 - a. Some properties have benefited from shared off-site parking lots between or adjacent to each property with no previous parking covenant in place. In such cases, the party benefiting from parking capacity in a lot they do not own must secure such a parking covenant.
4. Parking on separate legal parcel with common ownership. If a property benefits from parking located on a separate adjacent legal parcel owned by the same party, and the separate legal parcel includes any number of required parking capacity, a lot line adjustment or lot merger shall be required as outlined under the provisions or Title 16 (Subdivisions).
5. For conforming and legally nonconforming buildings built before January 1, 2010 additional parking shall not be required for structural alterations, repairs, or for building additions less than 400 square feet in area, as long as existing parking spaces are preserved and the expansion is not twenty percent (20%) or more of the existing use.
6. If minimum site development standards cannot otherwise be met except under a hardship or other exceptions and standards set by this chapter, the planning director shall have the authority to review any existing on-site parking areas and facilities, and to make determinations on their general appearance and condition. If the condition is determined to be unacceptable either in part or entirely, the planning director shall have the authority to require measures to reduce impact or to otherwise provide for safe and aesthetically pleasing parking facilities including, but not limited to, removal and replacement of existing pavement surfaces found to be in a state of disrepair, grading modifications to provide for a relatively flat walking

and driving surface, placement of an asphalt or concrete surface if none currently exists, restriping if existing stripes are found to be faded or missing, installation of wheel stops and or protective railings, reconstruction of drive approaches determined to be in a state of disrepair, and the installation or repair of ADA striping and signage.

7. Change of land use. A change in the use of an existing building shall not require the provision of any additional parking spaces unless the new use would require twenty percent (20%) or more additional parking spaces as compared to what would be required for the existing use as calculated in the manner specified by Chapter 17.28.

B. Landscape Standards.

1. Priority of parking. Landscape requirements may be reduced by the director of planning or building in order to preserve or add additional parking spaces where parking spaces are required in order to meet minimum parking requirements. (*Example: A site has enough parking spaces, but cannot meet the minimum requirement that ten percent (10%) of the developed area shall be landscaped as only two percent (2%) of the remaining area is available. The planning director may reduce the landscaping requirement to two (2%) in order to preserve parking spaces.*)
2. Hardship. The planning director may waive or defer landscaping standards where a documented hardship, not involving economics, exists or where there are unusual circumstances that prevent compliance with any of the required development standards.

C. Trash Receptacle Standards.

1. Priority of parking and landscaping. The City desires to assure that parking and landscaping requirements are met to the greatest extent feasible, and then an appropriate location and enclosure for trash receptacles should be considered.
2. Hardship. The planning director may waive or defer trash receptacle standards where a documented hardship, not involving economics, exists or where there are unusual circumstances that prevent compliance with any of the required development standards. Such hardship can include the need to provide or maintain parking spaces or to meet landscaping standards in whole or in part as contemplated by this section.
3. Intent. Trash receptacles shall be designed to promote the 1) screening of areas where refuse (trash) including recycled items from being visible from vehicles and pedestrians on Bear Mountain Boulevard and from other businesses also fronting Bear Mountain Boulevard; and 2) the limiting of access by animals, whether phenomenon, and unauthorized people to trash receptacles including trash/recycle cans,

bins, and dumpsters, in an attempt to prevent unauthorized dumping or movement of refuse.

4. Alleys. Where alleys are present, trash receptacles must be located such that the trash collection company can reasonably access the trash receptacle from within the alley. Said location should be located behind an existing building, and, if feasible as determined by the planning director, they should be surrounded on all four sides by a permanent opaque enclosure not less than five feet in height with a lockable door or gate that shall be locked at all times other than when refuse is being added to the receptacles and at the time of collection.
5. Location when alleys not present. Where alleys are not present, an enclosure as described above must be provided in a location, subject the approval by the planning director, to minimize aesthetic, odor, and similar impacts of the enclosures and trash receptacles on the public taking into account existing site conditions.

D. Drainage Standards.

1. Flooding risk. Uses must limit the amount of runoff allowed to drain from the site to the sidewalk, street, or alley as in all cases, the runoff goes south.
2. Standards. The following standards shall apply:
 - a. Existing sites must capture runoff and either retain it on site or to detain it on site before it is allowed to overflow to the street or alley.
 - b. Existing buildings shall be required to install roof gutters or other means of capturing runoff which must be directed to landscaped areas, planter boxes, underground detention structures or other types of Low Impact Development (LID) improvements. In no case shall roof runoff be allowed to drain directly to a pedestrian walkway including sidewalks along Bear Mountain Boulevard.
 - c. Existing roof gutters and downspouts determined by the planning director to be in a state of disrepair must be repaired or replaced to the satisfaction of the planning director.
 - d. Existing parking lots that that are reconstructed must either direct runoff to an appropriately sized sump or drainage swale, install dry well catch basins to allow the runoff water to permeate into the soil, or otherwise limit storm drainage as approved by the city engineer. Drainage sumps or swales shall not be required unless adequate space is available.

E. Building design. Notwithstanding section L of section 17.70.010, the following building design standard shall apply:

1. Architectural design of all proposed buildings shall be Mediterranean or other approved architectural look and style determined by the planning director to be acceptable.
2. Legally non-conforming buildings that were designed in an architectural style other than Mediterranean prior to January 1, 2020, may retain that style. Any subsequent changes to architectural design shall be Mediterranean.

F. Floodplain Standards.

1. No waivers given. The requirements shown in chapter 15.32 shall apply in their entirety to all existing and proposed buildings in the district. The entirety of the district is located within an “AO” special flood hazard zone as determined by the Federal Emergency Management Agency (FEMA) which corresponds to a flood depth of 1 foot within a 100-year occurrence interval. The City of Arvin is a participant in the National Flood Insurance Program (NFIP) through FEMA which requires certain non-compliant older structures to be appropriately modified to achieve compliance. Refer to chapter 15.32 for more information, and communicate with the Floodplain Administrator for the City for more information.

G. Sewer Lateral and Main Connection Standards.

1. Applicability. The entirety of chapter 13.08 is applicable to any property located within the district as well as any additional requirements and provisions provided for under this section.
2. Grease interceptors.
 - a. Any building with an existing kitchen, food preparation areas, or disposal systems including floor and ground sink drains connected to the municipal sanitary sewer system must have a grease interceptor as specified in article VIII of Chapter 13.08.
 - b. Any building with any new devices or facilities as described above must have a grease interceptor as specified in article VIII of Chapter 13.08.
 - c. The planning director or their designee shall have the authority to inspect existing facilities, to review proposed modifications to existing or proposed facilities, and to determine whether a grease interceptor must be provided.
 - d. If an existing building sewer lateral has an existing grease interceptor, the building owner and or tenant shall allow the

planning director or their designee to inspect the condition and capacity of the device, and shall have the authority to require modifications to the device, cleaning of the device, or replacement of the device if it is determined to be damaged or undersized given the nature of the proposed business or activity. The planning director or their designee shall have discretion as to whether an existing undersized interceptor must be replaced.

- e. If an existing building sewer lateral has an existing grease interceptor that the planning director or their designee determines is not necessary given the nature of the proposed business or activity within a building, the interceptor may remain in place provided that it is properly abandoned or removed per article VIII of Chapter 13.08. Alternatively, the interceptor may remain in place and in working order, but shall be subject to the same maintenance and inspection requirements provided for under article VIII of Chapter 13.08 in perpetuity.
 - f. Item “f” above shall be inapplicable, and the provisions of 13.08.160 shall apply in the event that an existing building with a grease interceptor is razed or demolished.
3. Existing sewer laterals. If the existing sewer lateral for an existing facility is determined by the planning director or their designee to be noncompliant with the provisions of chapter 13.08, the lateral(s) must be brought into compliance per applicable standards. Potential reasons for noncompliance may include but shall not be limited to undersized pipes, insufficient pipe slope, unacceptable pipe material, blind connections to a main with no wye, damaged lateral pipe, and multiple connections to the same lateral from different legal parcels. Additionally, existing sewer laterals shall not traverse any other legal parcel not owned by the property owner which condition must be remedied either by an exclusive easement granted by the property owner(s) or by the realignment of the sewer lateral such that it flows directly from the property in question to the public right-of-way.
 4. Permits. All work required by this section or chapter 13.08 that occurs within the public right-of-way must not be performed unless an encroachment permit is first obtained through the Community Development Department.

SECTION 7. 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 8. The provisions of these Sections shall be liberally construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety and convenience.

[END]



CITY OF ARVIN Staff Report

Meeting Date: September 22, 2020

TO: City Council

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

SUBJECT: Derby Signal Project Update

BACKGROUND

For years the City of Arvin has recognized that the intersection of Derby Street and Bear Mountain Boulevard to be unsafe for motorists and pedestrians alike, and solicited federal funding for the construction of a traffic signal through Caltrans and FHWA in the form of a Highway Safety Improvement Program (HSIP) grant which was awarded in late 2014 or early 2015 in the amount of \$1,951,975. Shortly after that time, the City became aware that Caltrans also had plans to install a signal at that intersection, and a co-operative agreement was entered into between the City and Caltrans in 2016 in which the City would be responsible for the procurement of necessary right-of-way and Caltrans would take care of the design, coordination, and construction of the project. Since this time, the project has been hampered by various delays primarily attributable to a prolonged right-of-way acquisition phase that is still ongoing with one affected property, and considerable and prolonged coordination with the Union Pacific Railroad which owns the railroad track right-of-way adjacent to the project.

The City of Arvin has not had any discernable involvement with this project since some time in 2018 when Caltrans requested to take on all responsibilities with this project; a request that was granted by the City Council at that time. Since that time, the City has not been involved other than to be kept informed of progress, and most of the work has been specifically related to the design and coordination with the railroad. At the same time, the City was made aware that this project triggered certain required improvements to occur with the rail crossing before the signal project could move forward. In this case, the California Public Utility Commission had jurisdiction on the railroad portion of the project and has been coordinating with Union Pacific for quite some time.

The City was informed on September 10, 2020 that the California Public Utility Commission had given final approval for the upgrades which will include replacement of tracks and replacement of old signalized crossing arms. This work must happen before the work for the traffic signal can begin.

At this time, Caltrans and the consultants working for Union Pacific have provided a rough timeline of when work will take place. While subject to change, the railroad work is expected to occur either in December of 2020 or in the first couple of months, and is expected to take about a week to complete. The actual traffic signal portion of the project will be advertised for construction on about October 15, 2020 with bids due about a month later and a contract award in February of 2021. Following this, the signal contractor is expected to need 6 months to procure materials as traffic signals are in high demand across the country. Assuming no significant setbacks, construction work will be expected to start in July of 2021. This is a conservative schedule as it all depends on the time it takes for the contractor to procure materials.

When the railroad portion of the work commences, vehicular traffic will not be able to move through the intersection for approximately one week. The City Engineer has been in discussion with the railroad team which will provide for a comprehensive system of advanced warning signs that will create a detour for vehicles. Unfortunately, there will be unavoidable impacts to the approximately 15 private homes, 2 churches, and multiple businesses that are located along Bear Mountain Boulevard, St. Thomas Street, and King Street just east of the tracks. These individuals will be given advanced notification by the railroad team. At the same time, the City Engineer has informed the railroad team that they must maintain a safe walking path for pedestrians to get across the tracks to the homes, businesses, and churches which see a lot of foot traffic even outside of the weekends. Plans are still being worked out, but this requirement will be honored.

When the traffic signal portion of the project occurs, there will be currently unknown impacts to the ability of vehicles to get through the intersection, and plans will be created to provide for similar detours if necessary. At the same time, pedestrian access will also be maintained at all times for the duration of the project.

Progress has been slow, but has been made, and it seems that perhaps the biggest hurdle with the CPUC has finally been cleared. Additional updates will be provided to the city council as they are learned.

RECOMMENDATION

No recommendation at this time, this item is for informational purposes only.

FISCAL IMPACTS

No fiscal impact at this time, this item is for informational purposes only.