



**City Council
Redevelopment Agency
Financing Authority**

AGENDA

Wednesday

**Closed Session 5:30 PM
Regular Session 6:00 PM**

October 20, 2010

**City Hall
100 West California Avenue
Ridgecrest CA 93555**

(760) 499-5000

**Steven P. Morgan, Mayor
Ronald H. Carter, Mayor Pro Tempore
Thomas R. Wiknich, Vice Mayor
Marshall G. Holloway, Council Member
Jerry D. Taylor, Council Member**

This Page Intentionally Left Blank



CITY OF RIDGECREST
CITY COUNCIL
RIDGECREST REDEVELOPMENT AGENCY
FINANCING AUTHORITY

AGENDA

Regular Council/Agency/Authority Meeting

Wednesday, October 20, 2010

CITY COUNCIL CHAMBERS CITY HALL
100 West California Avenue
Ridgecrest, CA 93555

Closed Session – 5:30 p.m.
Regular Session – 6:00 p.m.

This meeting room is wheelchair accessible. Accommodations and access to City meetings for people with other handicaps may be requested of the City Clerk (499-5002) five working days in advance of the meeting.

In compliance with SB 343. City Council/Ridgecrest Redevelopment Agency Agenda and corresponding writings of open session items are available for public inspection at the following locations:

1. City of Ridgecrest City Hall, 100 W. California Ave., Ridgecrest, CA 93555
2. Kern County Library – Ridgecrest Branch, 131 E. Las Flores Ave., Ridgecrest, CA 93555
3. City of Ridgecrest official website at <http://ci.ridgecrest.ca.us>

Pursuant to GC54953(b) Council Member Jerry Taylor Will Be Attending The Meeting By Teleconference At The Country Inn & Suites, 44941 Worth Avenue, California, Maryland

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT CALENDAR

7. Approve A Joint Resolution Of The City Council And Ridgecrest Redevelopment Agency Authorizing A Memorandum Of Understanding Between The City Of Ridgecrest And The Historical Society Of The Upper Mojave Desert Pertaining To The Relocation Of Building Known As 'Old Schoolhouse' As Surplus Property Of The City Bradley
8. Approval Of The Notice of Completion For The Church Traffic Signal Project STPLGH-5385 (023) At The Intersection Of Church Avenue And South China Lake Boulevard Speer
9. Approve A Resolution Amending The Memorandum Of Understanding Between The City Of Ridgecrest And The Police Employee Association Of Ridgecrest Strand
10. Investment Reports For Quarter Ending June 30, 2010 Staheli
11. Approve Minutes Of The Special City Council/Redevelopment Agency Meeting Of September 28, 2010 Ford
12. Approve Minutes Of The Regular City Council/Redevelopment Agency Meeting Of October 6, 2010 Ford
13. Approve Council Expenditure List (DWR) Dated October 5, 2010 In The Amount Of \$175.00 Staheli
14. Approve Council Expenditure List (DWR) Dated October 8, 2010 In The Amount Of \$133,228.21 Staheli
15. Approve Agency Expenditure List (DWR) Dated October 8, 2010 In The Amount Of \$8,208.53 Staheli

COMMITTEES, BOARDS AND COMMISSIONS

Infrastructure Committee

Members: Tom Wiknich, Jerry Taylor, Lois Beres, Craig Porter
Meetings: 2nd Wednesday of the month at 5:00 p.m., Council Conference Room
Next meeting November 10, 2010

City Organization and Services Committee

Members: Jerry Taylor, Tom Wiknich, Nellavan Jeglum, Lois Beres
Meetings: 2nd Monday of the month at 5:00 p.m.; Council Conference Room
Next meeting November 8, 2010

**Activate Community Talents and Interventions For Optimal Neighborhoods
Task Force (ACTION)**

Members: Co-Chairs Ron Carter, Chip Holloway, Ron Strand

Meetings: 2nd Monday of odd numbered months at 6:00 p.m., Kerr-
McGee Center

Next meeting November 8, 2010

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

PUBLIC COMMENT

CITY MANAGER/EXECUTIVE DIRECTOR REPORTS

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

This Page Intentionally Left Blank

This Page Intentionally Left Blank

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT

Downtown Ridgecrest 3-D Visualization Presentation, James McRea

PRESENTED BY:

James E. McRea

SUMMARY:

Last October 2009 the City Planner submitted an application for Visual Simulations to the Kern County Council of Governments, (Kern COG), on behalf of the Old Town Action Plan program. Ridgecrest was successful in receiving awards to receive both 2-D and 3-D Simulations of the Downtown. The two simulations were prepared by Kern COG and Psomas Consultants with assistance from the City staff.

The purpose of the Visual Simulations is to strengthen public participation in the planning process and to aid the public in understanding proposed plans and what is possible through revitalization efforts.

The 2D visualization was prepared from a fixed point on Balsam Street looking southerly. These drawings include a photograph of the existing street scene as well as alternative future options showing new buildings as well as enhanced landscape improvements. These 2-D photographs have been utilized by the Old Town Action Plan Committee in their planning efforts.

The 3D presentation is a video showing the way things may be in the future. This two minute video starts at the intersection of China Lake Blvd and W. Ridgecrest Blvd. The camera moves westerly and identifies new mixed use buildings on two vacant lots as well as street improvements suggestive of the W. Ridgecrest Blvd. Improvement plan. Then the camera pans northerly up Balsam Street and southerly to show the possibility of a Balsam Street Extension connecting Downtown with City Hall and the Kerr McGee Center. Next, the camera flies up to provide a bird's eye perspective of a refurbished Old Town Ridgecrest.

It is proposed that this 3-D Visualization presentation be made to the City Council on October 20, 2010.

FISCAL IMPACT:

Project was funded entirely via KernCOG Grant.

ACTION REQUESTED:

None

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Review and Comment :

Submitted by: James McRea

Action Date: 10-20-10

This Page Intentionally Left Blank

2-D Presentation (examples)



3-D Presentation (stills from video presentation)



Balsam Street Extension crossing W. Ridgecrest Blvd.
Security Engineering now becomes a corner building, 127 – 135 W.R. Blvd. now renovated



Bird's Eye view of China Lake Blvd and Ridgecrest Blvd.
City Hall complex at upper left, Balsam Street at upper right

This Page Intentionally Left Blank

This Page Intentionally Left Blank

This Page Intentionally Left Blank

This Page Intentionally Left Blank

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Request to reject all bids for construction of TDA Article 3 Bike Projects on Bowman Avenue from Gateway Boulevard to Richmond Road and Upjohn Avenue from Helena Street to Downs Street.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

On Wednesday September 15, 2010 bids were opened for the construction of bike paths on Bowman Avenue from Gateway Boulevard to Richmond Road and Upjohn Avenue from Helena Street to Downs Street A total of three bids were received. The results are as follows:

<u>Bidder</u>	<u>Bid</u>
Granite Construction Co.	\$415,550.00
Burtch Construction Inc.	\$395,605.50
Bowman Asphalt Inc.	\$374,053.64

The bids were reviewed by the engineering firm of Helt Engineering. Based on this review, it was determined that the lowest responsible and responsive bidder was Bowman Asphalt Inc, with the low bid of \$374,053.64. However, the project is over budget by \$102,389.44 (see attachment A). Therefore, the Director of Public Works requests that the City Council reject all bids that were received and direct staff to re-advertise the projects.

FISCAL IMPACT:

Reviewed by Finance Director

ACTION REQUESTED: To reject all bids for construction of TDA Article 3 Bike Projects on Bowman Avenue form Gateway Boulevard to Richmond Road and Upjohn Avenue from Helena Street to Downs Street.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer

Action Date: October 12, 2010

(Rev. 6/12/09)

This Page Intentionally Left Blank

RESOLUTION NO. 10-

A RESOLUTION OF THE RIDGECREST CITY COUNCIL REJECTING ALL BIDS FOR THE TDA ARTICLE 3 BIKE PROJECTS ON BOWMAN AVENUE FROM GATEWAY BOULEVARD TO RICHMOND ROAD AND UPJOHN AVENUE FROM HELENA STREET TO DOWNS STREET.

WHEREAS, on Wednesday September 15, 2010 bids were opened for the TDA Article 3 Bike Projects on Bowman Avenue from Gateway Boulevard to Richmond Road and Upjohn Avenue from Helena Street to Downs Street; and

WHEREAS, a total of three bids were received and the results are follows:

<u>Bidder</u>	<u>Bid</u>
Granite Construction Co.	\$415,550.00
Burtch Construction Inc.	\$395,605.50
Bowman Asphalt Inc.	\$374,053.64

WHEREAS, these bids were reviewed by the engineering firm Helt Engineering for a determination of the lowest responsible and responsive bidder; and

WHEREAS, it was determined that Bowman Asphalt Inc was the low bidder with the low bid of \$374,053.64; and

WHEREAS, it was determined that the project was over budget by \$102,389.44 (see Attachment A)

WHEREAS, the Director of Public Works requests rejection all bids that were received.

NOW THEREFORE, the City Council of the City of Ridgecrest hereby:

1. Rejects all bids that were received for the construction of the TDA Article 3 Bike Projects on Bowman Avenue from Gateway Boulevard to Richmond Road and Upjohn Avenue From Helena Street to Downs Street

APPROVED AND ADOPTED this 12th day October 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Steven P. Morgan, Mayor

Rachel Ford
City Clerk

This Page Intentionally Left Blank

BID SUMMARY

UPJOHN AVE. & BOWMAN RD. BIKE / PEDESTRIAN IMPROVEMENTS

BID OPENING 09/15/10 -3:00 PM @ RIDGECREST CITY HALL
THREE LOWEST BIDS (THREE BIDS TOTAL RECEIVED)

UPJOHN AVE.
FROM UPJOHN AVE. TO HELENA ST.
BIKE / PEDESTRIAN IMPROVEMENTS

TDA ARTICLE 3 CONST. BUDGET: \$176,732.00
RDA BUDGET: \$31,559.00
TOTAL AMOUNT BUDGETED: \$208,291.00

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		BOWMAN ASPHALT		BURTCH CONSTRUCTION		GRANITE CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE						
1	Site Demolition, Grading, Sawcut, Cut/Fill and Haul Excess material	L.S.	1	\$ 30,000.00	\$ 30,000.00	\$ 56,331.03	\$ 56,331.03	\$ 25,895.00	\$ 25,895.00	\$ 35,500.00	\$ 35,500.00
2	Scarfy 8" Compact Native Material to 95%	C.Y.	862	\$ 10.00	\$ 8,620.00	\$ 18.26	\$ 15,740.12	\$ 13.65	\$ 11,766.30	\$ 17.00	\$ 14,654.00
3	Type "B" Asphalt Concrete	TON	783	\$ 75.00	\$ 58,725.00	\$ 72.78	\$ 56,986.74	\$ 95.46	\$ 74,745.18	\$ 106.00	\$ 82,998.00
4	Class II Aggregate Base Compacted to 95%	TON	2352	\$ 25.00	\$ 58,800.00	\$ 20.87	\$ 49,086.24	\$ 23.23	\$ 54,636.96	\$ 24.00	\$ 56,448.00
5	Install 8" Curb and Gutter	LF	1000	\$ 20.00	\$ 20,000.00	\$ 21.55	\$ 21,550.00	\$ 21.00	\$ 21,000.00	\$ 33.00	\$ 33,000.00
6	Install Sidewalk 4" Thick	SF	8800	\$ 3.50	\$ 30,800.00	\$ 3.82	\$ 33,616.00	\$ 5.00	\$ 44,000.00	\$ 4.80	\$ 42,240.00
7	6" AC Dike	L.F.	65	\$ 10.00	\$ 650.00	\$ 25.69	\$ 1,669.85	\$ 46.76	\$ 3,039.40	\$ 22.00	\$ 1,430.00
8	Install 8" Thick Drive Approach	EA.	1	\$ 3,500.00	\$ 3,500.00	\$ 3,049.32	\$ 3,049.32	\$ 2,380.00	\$ 2,380.00	\$ 2,475.00	\$ 2,475.00
9	Install Curb Ramp per Plan Details	EA.	1	\$ 2,500.00	\$ 2,500.00	\$ 2,442.81	\$ 2,442.81	\$ 2,365.00	\$ 2,365.00	\$ 1,730.00	\$ 1,730.00
10	Adjust Water Valve to Grade	EA.	2	\$ 400.00	\$ 800.00	\$ 1,211.26	\$ 2,422.52	\$ 715.00	\$ 1,430.00	\$ 950.00	\$ 1,900.00
11	Adjust Water Meter to Grade / Electrical Pull Box	EA.	5	\$ 200.00	\$ 1,000.00	\$ 275.29	\$ 1,376.45	\$ 600.00	\$ 3,000.00	\$ 390.00	\$ 1,950.00
12	Striping, Markings, and Signage	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 14,048.37	\$ 14,048.37	\$ 18,445.00	\$ 18,445.00	\$ 12,758.00	\$ 12,758.00
13	Traffic Control / Construction Area Signs	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,497.20	\$ 8,497.20	\$ 7,600.00	\$ 7,600.00	\$ 10,000.00	\$ 10,000.00
14	Quality Control Program / Materials Testing	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 4,380.34	\$ 4,380.34	\$ 5,500.00	\$ 5,500.00	\$ 6,940.00	\$ 6,940.00
15	Construction Survey / Staking and As-Built Plans	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,386.63	\$ 6,386.63	\$ 6,380.00	\$ 6,380.00	\$ 2,500.00	\$ 2,500.00
UPJOHN AVE SUBTOTAL :				\$ 247,395.00		\$ 277,583.62		\$ 282,182.84		\$ 306,523.00	

**BOWMAN RD.
FROM GATEWAY BL. TO RICHMOND BL.
BIKE PATH**

TDA ARTICLE 3 CONST. BUDGET: \$113,264.00
 RDA BUDGET: \$35,154.00
 TOTAL AMOUNT BUDGETED: \$148,418.00

ITEM NO.	ITEM CODE	UNIT OF MEASURE	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		BOWMAN ASPHALT		BURTCH CONSTRUCTION		GRANITE CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Site Demolition, Grading, Cut/Fill and Haul Excess material	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 21,283.63	\$ 21,283.63	\$ 5,600.00	\$ 5,600.00	\$ 15,800.00	\$ 15,800.00
2	Scarify 12" Native Material & Compact to 95%	C.Y.	826	\$ 10.00	\$ 8,260.00	\$ 10.60	\$ 8,755.60	\$ 19.00	\$ 15,694.00	\$ 17.00	\$ 14,042.00
3	4-Inch Class II Aggregate Base Compacted to 95%	TON	584	\$ 25.00	\$ 14,600.00	\$ 29.02	\$ 16,947.68	\$ 37.61	\$ 21,964.24	\$ 35.00	\$ 20,440.00
4	2.5-Inch Type "B" Hot Mix Asphalt	TON	366	\$ 90.00	\$ 32,940.00	\$ 72.46	\$ 26,520.36	\$ 101.37	\$ 37,101.42	\$ 118.00	\$ 43,188.00
5	Misc. and Swale Grading	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,112.63	\$ 4,112.63	\$ 6,000.00	\$ 6,000.00	\$ 1,100.00	\$ 1,100.00
6	6" Thick Concrete Cross Gutter	SF	702	\$ 13.00	\$ 9,126.00	\$ 9.80	\$ 6,879.60	\$ 14.00	\$ 9,828.00	\$ 8.00	\$ 5,616.00
7	Striping, Markings, and Signage	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 5,143.44	\$ 5,143.44	\$ 5,355.00	\$ 5,355.00	\$ 4,671.00	\$ 4,671.00
8	Quality Control Program / Materials Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,541.60	\$ 1,541.60	\$ 5,500.00	\$ 5,500.00	\$ 2,670.00	\$ 2,670.00
9	Construction Survey / Staking & Record Drawings	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 5,285.48	\$ 5,285.48	\$ 6,380.00	\$ 6,380.00	\$ 1,500.00	\$ 1,500.00

BOWMAN RD. SUBTOTAL: \$ 97,926.00 \$ 96,470.02 \$ 113,422.66 \$ 109,027.00
 BID TOTAL: \$ 345,321.00 \$ 374,053.64 \$ 395,605.50 \$ 415,550.00

CONTINGENCY (10%): \$ 37,405.36
 UPJOHN AVE. CONSTRUCTION ENGINEERING \$ 27,168.00
 BOWMAN RD. CONSTRUCTION ENGINEERING \$ 20,471.44

TOTAL CONSTRUCTION AMOUNT: \$ 459,098.44

AMOUNT BUDGETED FOR UPJOHN & BOWMAN: \$356,709.00
 LEROY JACKSON BIKE PATH RDA BUDGET (PROJECT WITHDRAWN): \$ 57,111.00
 TOTAL FUNDS BUDGETED FOR PROJECTS: \$ 413,820.00

TOTAL SHORTFALL: \$ 45,278.44

7

This Page Intentionally Left Blank

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

A joint resolution of the Ridgecrest City Council and Redevelopment Agency to excess real property commonly known as "The Old Schoolhouse" and authorizing the City Manager to sign and enact a Memorandum Of Understanding (MOU) with the Historical Society pertaining to the acquisition, removal, transportation, and relocation of the Schoolhouse .

PRESENTED BY:

Craig Bradley

SUMMARY:

On August 4, 2010 at a regular meeting of City Council and the Ridgecrest Redevelopment Agency, Council was inform of staff's interest's in surplusing or demolishing the structure commonly known as "The Old Schoolhouse" located in Hellmer's park. This structure stands in the North East corner of the site of the City's Solar Project. Staff has developed reports identifying the financial impacts associated to multiple options relative to this structure and the project. Subsequently, it has been determined that both the City and the project will benefit from its removal.

Great efforts have gone into finding a new home for the building over the past 70 days. Consequently, the Historical Society of the Upper Mojave Desert has indicated their interest in the building and has agreed to acquire and relocate the structure at the sole expense of the Historical Society.

A resolution is necessary to excess or surplus the property and to enter into an MOU regarding the acquisition, removal, transportation, and relocation of the structure by the Historical Society.

FISCAL IMPACT:

\$0

ACTION REQUESTED:

Ratify Resolution

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Motion to Approve Resolution

Submitted by: Craig Bradley

Action Date: 10-20-2010

This Page Intentionally Left Blank

RESOLUTION NO. 10-

A JOINT RESOLUTION OF THE RIDGECREST CITY COUNCIL AND REDEVELOPMENT AGENCY RATIFYING AND AUTHORIZING CITY MANAGEMENT TO SIGN AND ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) REGARDING THE ACQUISITION, REMOVAL, AND TRANSPORTATION OF A STRUCTURE AND THE EXCESS OF THIS PROPERTY AS SURPLUS

WHEREAS, the City of Ridgecrest holds title to real property commonly known as Hellmer's Park at 129 South Warner Street, Ridgecrest, California, and a ("Structure") commonly known as "The Old Schoolhouse" located on this parkland; and

WHEREAS, the Ridgecrest City Council desires to clear the parkland of the Structure and excess the Structure as surplus; and

WHEREAS, the City of Ridgecrest has duly notified any and all interested parties, public and private, of its intent to surplus the Structure; and

WHEREAS, the Historical Society of the Upper Mojave Desert desires to preserve the Structure by acquiring, removing, transferring, and relocating the Structure ; and

WHEREAS, an MOU is required by and among the City of Ridgecrest, the Ridgecrest Redevelopment Agency, and the Historical Society of the Upper Mojave Desert for the proper surplus of the Structure and the acquisition, removal, transference, and relocation of the Structure;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest does hereby declare excess and surplus of the Structure commonly known as "The Old Schoolhouse"; and

BE IT FURTHER RESOLVED that the City Council of the City of Ridgecrest and the Ridgecrest Redevelopment Agency, does hereby ratify and authorize the City Manager to sign an MOU pertaining to the acquisition, removal, transportation, and relocation of "The Old Schoolhouse".

ADOPTED, AND APPROVED, this 20th day of October 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Steven P. Morgan, Mayor

Rachel Ford, CMC, City Clerk

This Page Intentionally Left Blank

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ACQUISITION, REMOVAL AND TRANSPORTATION
OF A STRUCTURE**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into on this ____ day of October, 2010, by and among the **HISTORICAL SOCIETY OF THE UPPER MOJAVE DESERT**, a California non-profit corporation (“Society”), the **RIDGECREST REDEVELOPMENT AGENCY**, a public agency (“Agency”), and the **CITY OF RIDGECREST**, a municipal entity (“City”). Society, Agency, and City are hereinafter collectively referred to as “Parties.”

WHEREAS, Society and Agency entered into a Disposition and Development Agreement (“Agreement”) in or about December, 2005, regarding a Redevelopment Project Area commonly known as 230 West Ridgecrest Boulevard in Ridgecrest, California (“Property”). [The Agreement is attached hereto as Exhibit “A” and incorporated herein by this reference];

WHEREAS, Agency transferred title to the Property to Society in or about March, 2007, for valuable consideration. [The Grant Deed and related documents are attached hereto as Exhibit “B” and incorporated herein by this reference];

WHEREAS, City holds title to real property commonly known as 129 South Warner Street, Ridgecrest, California (“Parkland”), and an unused schoolhouse located thereon (“Structure”); and

WHEREAS, City desires to clear the Parkland of the Structure and Society desires to preserve the Structure by acquiring, removing, and transferring the Structure to the Property;

NOW, THEREFORE, the Parties to this agreement stipulate and agree as follows:

1. The Structure shall be physically moved from the Parkland to the Property at a time and in a manner that is mutually agreed upon by the Parties. The move is hereinafter referred as the “Transfer.”

2. Upon commencement of the Transfer, Society shall take full and sole responsibility for the Structure. Society shall indemnify and hold harmless the City, Agency, and each entity’s elected officials, employees, and volunteers from and against all claims, losses, and expenses, including legal costs, arising out of or resulting from the Transfer. Said indemnity shall not expire upon the completion of the Transfer, but shall

apply in full while the Structure is located on the Property and/or is moved by Society or any other entity to another location.

3. Society is solely responsible to take all necessary precautions to achieve the protection of all persons and property proximately affected by the Transfer. Society shall make all special efforts to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA, and all other application safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All spills, accidents, injuries or claims or potential claims shall be reported promptly to the Agency and the City.

4. Society is solely responsible for obtaining any and all permits required to move and relocate the Structure, and is solely responsible for ensuring that the Structure is moved and relocated in accordance with all applicable laws and regulations.

5. Society is solely responsible for all costs and fees involved in the Transfer and any subsequent use of the Structure.

6. Society is solely responsible for determining the Structure's location on the Property and assumes full responsibility for the viability of the final location. Society shall hold the City and/or Agency harmless from actions taken by any regulatory agency, including the City, and its building codes and regulations, that may prohibit the permanent placement of the Structure on the Property.

7. Society agrees to complete all foundation construction and final placement of the Structure on permanent foundation within 12 months of acquiring the Structure or subsequently be subject to any codes or regulations enforcing nuisance or abatement.

8. Society confirms it has inspected the Structure and agrees to transfer and take full possession and responsibility for the Structure "as is." Society specifically understands that the Structure is fragile and may be damaged, and cause damage, by being physically removed from the Parkland, and assumes all risks in the Transfer of the Structure.

9. The terms and conditions of this MOU shall not be construed against the party preparing this MOU, but shall be construed as if all parties jointly prepared this MOU. Consequently, each of its provisions shall be construed as though all of the parties participated equally in its drafting. Any uncertainty or ambiguity shall not be interpreted against any one party to this MOU. As a result of this paragraph, any rule of law

providing that the construction of a document is to be construed against the drafting party, shall not be applicable in any action or proceeding involving the interpretation of this MOU.

10. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE PARTIES HAVE APPROVED THIS MEMORANDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN.

City of Ridgecrest

**Historical Society of the
Upper Mojave Desert**

By: _____

By _____

Ridgecrest Redevelopment Agency

By: _____

Approved as to Form:

By: _____
W. Keith Lemieux, Deputy District Counsel

Exhibit “A”

Escrow#
2230455

file: VSO

DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between

THE RIDGECREST REDEVELOPMENT AGENCY

and

HISTORICAL SOCIETY OF THE UPPER MOJAVE DESERT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and among the RIDGECREST REDEVELOPMENT AGENCY, a public body corporate and politic (the "Agency") and the HISTORICAL SOCIETY OF THE UPPER MOJAVE DESERT, a California non-profit corporation (the "Society").

RECITALS

The following recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Section 101 of this Agreement:

A. The Redevelopment Plan for the Ridgecrest Redevelopment Project (the "Redevelopment Plan") was approved and adopted by the City Council of the City of Ridgecrest on November 1986, by Ordinance No. 86-37, as amended.

B. The Agency is authorized and empowered under the Community Redevelopment Law, to enter into agreements for the acquisition, disposition and development of real property and otherwise to assist in the redevelopment of real property within a redevelopment project area in conformity with a redevelopment plan adopted for such area; to acquire real and personal property in redevelopment project areas; to receive consideration for the provision by the Agency of redevelopment assistance; to make and execute contracts and other instruments necessary or convenient to the exercise of its powers; and to incur indebtedness to finance or refinance redevelopment projects.

C. The Agency owns that certain real property consisting of 230 West Ridgecrest Blvd. which is approximately 0.574 net acres in size in the Redevelopment Project Area (the "Site") as shown on the Site Map attached hereto as Attachment No. 1 and as more particularly described in the Site Legal Description attached hereto as Attachment No. 2.

D. The Society desires to acquire the Site and to rehabilitate the structures thereon for use as a Cultural and History Center.

E. The Agency and the Society desire to enter into this Agreement in order to implement the provisions of the Redevelopment Plan by providing for the Society's acquisition of the Site and the rehabilitation and operation of the improvements thereon.

F. The Agency further desires to enter into this Agreement for the improvement of the Site by the Society because, pursuant to the Community Redevelopment Law and the Redevelopment Plan, such actions will help to eliminate blight in the Redevelopment Project and assist in providing an environment for the social, economic and psychological growth and well-being of the citizens of the City.

G. The Society's acquisition and rehabilitation of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and the health, safety, and welfare of its residents and are in accord with the provisions of applicable federal, state and local law.

NOW, THEREFORE, the Agency and the Society hereby agree as follows:

100. INTRODUCTORY PROVISIONS

101. Definitions.

“Agency” means the Ridgecrest Redevelopment Agency, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law, and any assignee of or successor to its rights, powers and responsibilities.

“Agency’s Conditions Precedent” is defined in Section 205.1 hereof.

“Agreement” means this Disposition and Development Agreement by and between the Agency and the Society.

“CC&R’s” means the Declaration of Conditions, Covenants and Restrictions attached hereto as Attachment No. 6 and incorporated herein by reference.

“City” means the City of Ridgecrest, a California municipal corporation.

“Claimant” is defined in Section 501 hereof.

“Closing” is defined in Section 202.4 hereof.

“Closing Date” is defined in Section 202.4 hereof.

“Community Redevelopment Law” means California Health and Safety Code Sections 33000, et seq. as the same now exists or may hereafter be amended.

“Construction Drawings” is defined in Section 302 hereof.

“Date of Agreement” means the date upon which this Agreement shall have been executed by the Agency.

“Default” means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 601 hereof.

“Default Notice” is defined in Section 501 hereof.

“Environmental Law” means (i) Sections 25115, 25117, 25122 7 or 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) Article 9 or Article II of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vi) Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (vii) Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903) or (viii) Section 101 of the

Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 6901, et seq.

“Environmental Consultant” is defined in Section 207.2 hereof.

“Escrow” is defined in Section 202 hereof.

“Escrow Agent” is defined in Section 202 hereof.

“Exceptions” is defined in Section 203 hereof.

“Governmental Requirement(s)” means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City or any other political subdivision in which the Site is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Society or the Site.

“Grant Deed” means the Grant Deed for the conveyance of the Site from the Agency to the Society which is attached hereto as Attachment No. 5 and incorporated herein by reference.

“Hazardous Materials” means any substance, material or waste which is or becomes, prior to the Closing, regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article II of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903) or (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 6901, et seq.

“Improvements” means the Society Improvements.

“Memorandum of Agreement” means the Memorandum of Agreement attached hereto as Attachment No. 8 and incorporated herein by reference.

“Notice” is defined in Section 601 hereof. As used herein, the term “Notice” includes a Default Notice.

“Outside Date” is defined in Section 202.4 hereof.

“Project” means and refers to both the Site and the Society Improvements to be constructed thereon.

“Redevelopment Plan” means the Redevelopment Plan for the Ridgecrest Redevelopment Project which was approved and adopted by the City Council of the City of Ridgecrest on November 19, 1986, by Ordinance No. 86-37, as amended.

“Redevelopment Project” means the Ridgecrest Redevelopment Project, adopted by the City pursuant to the Redevelopment Plan.

“Redevelopment Project Area” means the property which is within the Redevelopment Project.

“Release of Construction Covenants” means the document which evidences Society’s satisfactory completion of the Society Improvements, as set forth in Section 311 hereof in the form of Attachment No. 7 hereto which is incorporated herein by reference.

“Report” is defined in Section 203 hereof.

“Schedule of Performance” means that certain Schedule of Performance attached hereto as Attachment No. 3 and incorporated herein by reference, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between the Society and the Agency’s Executive Director, and the Agency’s Executive Director is authorized to make such revisions as he deems reasonably necessary.

“Scope of Development” means that certain Scope of Development attached hereto as Attachment No. 4 and incorporated herein by reference, which describes the scope, amount and quality of development of the Society Improvements to be constructed by the Society pursuant to the terms and conditions of this Agreement.

“Site” means that certain real property which is approximately 0.574 net acres in size and which is located at 230 West Ridgecrest Blvd., Ridgecrest, California in the Redevelopment Project Area, as depicted on the Site Map and more particularly described in the Site Legal Description.

“Site Legal Description” means the description of the Site which is attached hereto as Attachment No. 2 and incorporated herein by reference.

“Site Map” means the map of the Site which is attached hereto as Attachment No. 1 and incorporated herein by reference.

“Society Costs” is defined in Section 614 hereof.

“Society Improvements” means the improvements to be constructed by Society, as more particularly described herein and in the Scope of Development.

“Society Request” is defined in Section 614 hereof.

“State” means the State of California.

“Title Company” is defined in Section 203 hereof “Title Policy” is defined in Section 204 hereof.

102. Representations and Warranties.

102.1 Agency Representations. Agency hereby makes the representations and warranties contained below in this Section 102.1. All of the representations and warranties set forth in this Section 102.1 are effective as of the Date of this Agreement. All of the representations and warranties set forth in this Section 102.1 are made with the acknowledgment that they are material, and with the intention that the Society shall rely upon them as inducements to enter into this Agreement and to perform their obligations hereunder. The representations and warranties contained in this Section 102.1 shall each survive the execution of this Agreement without limitation as to time.

(a) Authority. The Agency is a public body, corporate and politic, existing pursuant to the Community Redevelopment Law, which has been authorized to transact business pursuant to action of the City. The Agency has full right, power and lawful authority to enter into this Agreement and the execution, performance and delivery of this Agreement by the Agency has been fully authorized by all requisite actions.

(b) No Conflict. The Agency’s execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Agency is a party or by which it is bound.

(c) No Agency Bankruptcy. The Agency is not the subject of a bankruptcy proceeding.

(d) Deliveries. All documents, instruments and other information delivered by the Agency to the Society pursuant to this Agreement are true, correct and complete.

Each of the foregoing items (a) to (d), inclusive shall be deemed to be an ongoing representation and warranty. The Agency shall advise the Society in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (d), inclusive.

102.2 Society’s Representations. The Society hereby makes the representations and warranties contained below in this Section 102.2. All of the representations and warranties set forth in this Section 102.2 are effective as of the Date of this Agreement. All of the representations and warranties set forth in this Section 102.2 are made with the acknowledgment that they are material, and with the intention that the Agency shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. The representations and warranties contained in this Section 102.2 shall each survive the execution of this Agreement without limitation as to time.

(a) Authority. The Society is a duly organized non-profit corporation within and in good standing under the laws of the State of California and is authorized to do business in California. The Society has full right, power and lawful authority to undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by the Society has been fully authorized by all requisite actions on the part of the Society. The Society has provided the Agency with true and correct copies of documentation reasonably acceptable to the Agency’s

Executive Director, or his designee, designating the party authorized to execute this Agreement on behalf of the Society.

(b) No Conflict. The Society's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Society is a party or by which it is bound.

(c) No Society Bankruptcy. The Society is not the subject of a bankruptcy proceeding.

(d) Deliveries. To Society's actual knowledge, all documents, Instruments and other information delivered by the Society to the Agency pursuant to this Agreement are true, correct and complete.

Each of the foregoing items (a) to (d), inclusive shall be deemed to be an ongoing representation and warranty. The Agency shall advise the Society in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (d), inclusive.

103. Transfers of Interest in Site or Agreement.

103.1 Prohibition. The qualifications and identity of Society are of particular concern to the Agency. It is because of those qualifications and identity that the Agency has entered into this Agreement with the Society. For the period commencing upon the Date of this Agreement and until the issuance of the Release of Construction Covenants, no voluntary or involuntary successor in interest of the Society shall acquire any rights or powers under this Agreement, nor shall the Society make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Society Improvements thereon without prior written approval of Agency, except as expressly set forth herein. Following the issuance of the Release of Construction Covenants, the Agency's approval of a transfer as contemplated under this Section 103.1 shall no longer be required.

103.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency approval of an assignment of this Agreement or conveyance of the Site or the Society Improvements, or any part thereof, shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Society Improvements (as defined herein).

(b) Any requested assignment for financing purposes (subject to such financing being considered and approved by Agency pursuant to Section 311 herein), including the grant of a deed of trust to secure the funds necessary for land acquisition, construction and permanent financing of the Society Improvements or transfer to development entity in which Society retains a controlling interest.

103.3 Agency Consideration of Requested Transfer. The Agency agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 103, provided the Society delivers written notice to the Agency requesting such approval. With respect to any

proposed transfer prior to the issuance of the Release of Construction Covenants, such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 103 and as reasonably determined by the Agency. The Agency shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the period for which this Section 103 applies, which the Agency determines does not possess equal or better qualifications than the transferring Society. An assignment and assumption agreement in a form satisfactory to Agency's legal counsel shall also be required for all proposed assignments. Within thirty (30) days after the receipt of the Society's written notice requesting Agency approval of an assignment or transfer pursuant to this Section 103 the Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, Agency requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Society shall promptly furnish to the Agency such further information as may be reasonably requested.

103.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Society and its permitted successors and assigns. Whenever the term "Society" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

200. DISPOSITION OF SITE

201. Disposition of the Site to the Society. (a) The Site shall be conveyed to Society for and in consideration of all of the Society's obligations hereunder, including but not limited to the Society's construction of the Society Improvements and the operation of the Project in compliance with the CC&Rs, the Agency hereby agrees to grant, transfer and convey the Site to the Society and the Society agrees to acquire the Site from the Agency for a purchase price of Five Dollars (\$5) (the "Purchase Price"). The Purchase Price shall be paid by the Society in five equal installments of \$1 per year on the Closing Date and each anniversary thereof until paid in full.

(b) **Lease to the City.** The Society agrees to have the four (4) outlying buildings currently being used by City Parks Division (the "Leased Facilities"). The Society and City shall enter into a lease agreement in a form acceptable to the City for a term of five (5) years with annual rent of \$1 per year. The City Hall shall maintain and provide insurance for the Lease Facilities in amounts and with coverages substantially similar to other City facilities. The Society shall have the option to conduct a pre-lease survey to document the condition and historical features of the leased facilities.

202. Escrow. Within the time set forth in the Schedule of Performance the parties shall open escrow (the "Escrow") with First American Title Company (the "Escrow Agent").

202.1 Costs of Escrow. The Agency and the Society shall pay their respective portions of the premium for the Title Policy as set forth in Section 204 hereof. The Agency shall pay for the documentary transfer taxes, if any, due with respect to the conveyance of the Site, and the Society and the Agency each agree to pay one-half of all other usual fees, charges, and costs which arise from the Escrow.

202.2 Escrow Instructions. This Agreement constitutes the joint escrow instructions of the Society and the Agency, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts reasonably necessary to close the Escrow in accordance with the terms of this Agreement. Insurance policies for fire or casualty are not to be transferred, and the Agency will cancel its own policies after the Closing. All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State. All disbursements shall be made by check from such account.

If in the opinion of either party it is necessary or convenient in order to accomplish the Closing, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Closing shall take place when both the Agency's Conditions Precedent and the Society's Conditions Precedent as set forth in Section 205 have been satisfied. Escrow Agent is instructed to release Agency's escrow closing and Society's escrow- closing statements to the respective parties.

202.3 Authority of Escrow Agent. The Escrow Agent is authorized to, and shall:

(a) Pay and charge the Agency for the premium of the Title Policy as set forth in Section 204 hereof and any amount necessary to place title to the Site in the condition necessary to satisfy Section 203 of this Agreement.

(b) Pay and charge the Society and the Agency for their respective shares of any escrow fees, charges, and costs payable under Section 202.1 of this Agreement.

(c) Disburse funds and deliver and record the Grant Deed and the CC&R's when both the Society's Conditions Precedent and the Agency's Conditions Precedent have been fulfilled or waived by the Society and the Agency.

(d) Do such other actions as necessary, including obtaining the Title Policy, to fulfill its obligations with respect to the Site under this Agreement.

(e) Within the discretion of the Escrow Agent and, if necessary, direct the Agency and the Society to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of Foreign Investment in Property Tax Act (FIRPTA) and any similar state act and regulation promulgated thereunder. Agency agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by the Escrow Agent, on the form to be supplied by the Escrow Agent.

(f) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

202.4 Closing. The conveyance of the Site shall close (the “Closing”) within thirty (30) days of the parties’ satisfaction of all of the Agency’s and the Society’s Conditions Precedent as set forth in Section 205 hereof, but in no event later than ninety (90) days from the Date of Agreement (the “Outside Date”). The “Closing” shall mean the time and day the Grant Deed is filed for record with the Kern County Recorder. The “Closing Date” shall mean the day on which the Closing occurs.

202.5 Termination. Society shall have 90 days from the Date of Agreement (the “Due Diligence Period”) to satisfy itself with respect to the condition of the Site as provided in Section 207, title as provided in Section 203 and to such other matter affecting the development of the Site and may terminate this Agreement on or prior to the end of the Due Diligence Period by giving written notice of such termination to the Agency. If the Escrow is not in condition to close by the Outside Date, then either party which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate this Agreement. If either party makes a written demand for return of documents or properties, this Agreement shall not terminate until five (5) days after the Escrow Agent shall have delivered copies of such demand to all other parties at the respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, the Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Termination of this Agreement shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, the Escrow Agent shall proceed with the Closing as soon as possible.

202.6 Closing Procedure. The Escrow Agent shall close the Escrow for the Site as follows:

- (a) Record the Grant Deed with instructions for the Recorder of Kern County, California to deliver the Grant Deed to the Society;
- (b) Record the CC&Rs with instructions for the Recorder of Kern County, California to deliver the CC&Rs to the Agency;
- (c) Record the Memorandum of Agreement with instruction for the Recorder of Kern County, California to deliver the Memorandum of Agreement to the Agency;
- (d) Instruct the Title Company to deliver the Title Policy to the Society;
- (e) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;
- (f) Deliver the FIRPTA Certificate, if any, to Society;
- (g) Forward to both the Society and the Agency a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into the Escrow, with such recording and filing date and information endorsed thereon; and
- (h) Record documents requested by the Society subsequent to the recordation of the Grant Deed, the CC&R’s and the Memorandum of Agreement.

203. Review of Title. Within the time set forth in the Schedule of Performance, the Agency shall cause First American Title, or another title company mutually agreeable to both parties (the "Title Company"), to deliver to Society a standard California Land Title Association (CLTA) preliminary title report (the "Report") with respect to the title to the Site, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report. The Society shall have the right to reasonably approve or disapprove the Exceptions.

Within the time set forth in the Schedule of Performance, the Society shall give written notice to the Agency and the Escrow Agent of Society's approval or disapproval of any of such Exceptions. Society's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report and the Exceptions set forth therein. If the Society notifies the Agency of its disapproval of any Exceptions in the Report, the Agency shall have the right, but not the obligation, to remove any disapproved Exceptions within fifteen (15) days after receiving written notice of Society's disapproval or provide assurances reasonably satisfactory to the Society that such Exception(s) will be removed on or before the Closing. If the Agency cannot or does not elect to remove any of the disapproved Exceptions within that period, the Agency shall provide written notice of such election to Society within such fifteen (15) day period. The Society shall then have ten (10) business days after the expiration of such ten (10) business day period to either give the Agency written notice that Society elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the Agency written notice that the Society elects to terminate this Agreement. The Society shall have the right to approve or disapprove any Exceptions reported by the Title Company after the Society has approved the Report for the Site (which are not created by the Society). The Agency shall not voluntarily create any new exceptions to title following the Date of this Agreement.

204. Title Insurance. Concurrently with recordation of the Grant Deed conveying title to the Site to the Society, there shall be issued to the Society a CLTA owner's policy of title insurance (the "Title Policy"), together with such endorsements as are reasonably requested by the Society, issued by the Title Company insuring that the title to the Site is vested in Society in the condition required by Section 203 of this Agreement. The Title Company shall provide the Agency with a copy of the Title Policy. The Title Policy shall be for the amount of _____ Dollars (\$_____). The Agency shall pay that portion of the premium for the Title Policy equal to the cost of a CLTA standard coverage title policy in the amount of _____ Dollars (\$_____). Any additional costs, including the cost of an American Land Title Association (ALTA) policy or any endorsements requested by the Society, shall be borne by the Society.

205. Conditions of Closing. The Closing is conditioned upon the satisfaction of the following terms and conditions within the times designated below:

205.1 Agency's Conditions of Closing. Agency's obligation to proceed with the Closing of the conveyance of the Site is subject to the fulfillment or waiver by the Agency in writing of each and all of the conditions precedent (a) through (e), inclusive, described below ("Agency's Conditions Precedent"), which are solely for the benefit of the Agency, and which shall be fulfilled or waived in writing by the Agency by the time periods provided for herein:

(a) *No Default.* Prior to the Close of Escrow, the Society is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of the Society contained herein shall be true and correct in all material respects.

(b) Execution of Documents. The Society shall have executed and delivered the CC&R's, the Memorandum of Agreement and any other documents required hereunder to which it is a party.

(c) Payment of Closing Costs. Society has paid or submitted to Escrow all costs of Closing which are Society's obligation in accordance with Section 202.1 hereof.

(d) Proof of Financing. Society shall have provided the evidence of financing to the Agency in accordance with Section 311.1 hereof and the Agency's Executive Director or his designee has approved such proof of financing.

(e) Articles of Incorporation. Society shall have submitted to the Agency its articles of incorporation and such other corporate documents reasonably requested by the Agency.

205.2 Society's Conditions of Closing. Society's obligation to accept conveyance of the Site is subject to the fulfillment or waiver by Society in writing of each and all of the conditions precedent (a) through (e), inclusive, described below ("Society's Conditions Precedent"), which are solely for the benefit of Society, and which shall be fulfilled or waived in writing by the Society by the time periods provided for herein:

(a) No Default. The Agency is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of the Agency contained herein shall be true and correct and not misleading in all material respects.

(b) Execution of Documents. The Agency shall have executed and delivered the Grant Deed, the CC&R's, the Memorandum of Agreement and any other documents required hereunder to which it is a party.

(c) Payment of Closing Costs. Prior to the Close of Escrow, the Agency has paid or submitted into Escrow all costs of Closing which are Agency's obligation in accordance with Section 202.1 hereof.

(d) Review and Approval of Title. The Society shall have reviewed and approved the Report, as provided in Section 203 hereof.

(e) Title Policy. The Title Company shall be prepared to issue the Title Policy to Society in the form required under Section 204 of this Agreement.

206. Studies and Reports. Prior to the Closing, representatives of the Society shall have the right of access to all portions of the Site owned by the Agency for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement with the prior written permission of the Agency. Any preliminary work undertaken on the Site by the Society prior to the Closing shall be done at the sole expense of the Society and the Society shall defend, indemnify and hold the Agency harmless from any claims related to physical damage to property or injuries to persons and resulting from all preliminary work, access or use of the Site undertaken pursuant to this Section 206. Any preliminary work shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

207. Condition of the Site.

207.1 As-Is Condition. Notwithstanding any provisions of this Agreement to the contrary, the Site shall be conveyed in an “as is” condition, with no warranty, express or implied by the Agency, as to the condition of improvements on the Site, the soil, its geology, the presence of known or unknown faults or Hazardous Materials or toxic substances. It shall be the sole responsibility of the Society at its expense to investigate and determine the soil and improvement conditions for the development to be constructed. If the soil environmental condition is not in all respects entirely suitable for the use or uses to which the Site will be put, then, subject to the Society’s right to terminate this Agreement as set forth in Section 205.2 hereof, it is the sole responsibility and obligation of the Society to take such action as may be necessary to place the soil conditions of the Site in a condition entirely suitable for its development.

207.2 Agency Representation. To the best of Agency’s knowledge, neither Agency nor any prior owner or occupant of the Property has engaged in or permitted any activity on the Property involving the handling, manufacture, treatment, storage, use, release, or disposal of any Hazardous Materials. To Agency’s knowledge, removal or other remedial action with respect to Hazardous Materials in, on, under or about the Property is not required by any governmental authority having jurisdiction over the Property.

207.3 Investigation of Site. The Society shall have the right, at its sole cost and expense, to engage its own environmental consultant (the “Environmental Consultant”) to make such investigations as Society deems necessary, including any “Phase I” or “Phase 2” investigations of the Site. The Society shall provide the Agency with a copy of any and all studies and reports provided to the Society by the Environmental Consultant, or such other consultant engaged by the Society; provided, however, same shall be delivered without representation or warranty of any kind.

207.4 Society Precautions After Closing. Upon the Closing, the Society shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Society shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials in, on or under the Site.

207.5 Required Disclosures After Closing. After the Closing, the Society shall notify the Agency, and provide to the Agency a copy or copies, of all notices of violation, notices to comply, citations, inquiries, clean up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks. The Society shall report to the Agency, as soon as possible after each incident, any known Hazardous Materials release or known circumstances which would potentially lead to such a release.

207.6 Society Indemnity - Hazardous Materials. Upon the Closing, the Society agrees to indemnify, defend and hold the Agency and the City, and their respective officers, employees, agents, representatives and volunteers, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys’ fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on,

under, in or about, or the transportation of any such Hazardous Materials to or from, the Site, arising or occurring after the Closing Date or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. This indemnity shall not include any Claim directly resulting from, arising out of, or based solely upon the negligent or intentional acts or omissions of the Agency, or any of its officers, employees or agents.

208. Taxes and Assessments. Ad valorem taxes and assessments, if any, on the Site levied, assessed, or imposed for any period prior to the conveyance of title or delivery of possession thereto, shall be borne by the Agency. All such ad valorem taxes and assessments levied or imposed for any period after such conveyance of title or delivery of possession shall be paid by the Society.

300. DEVELOPMENT OF THE SITE

301. Scope of Development.

301.1 Society Improvements. The Society shall complete the Society Improvements upon the Site, in accordance with the Scope of Development and all entitlements and approvals for the Site and within the time periods set forth in the Schedule of Performance and the plans, drawings and documents submitted by Society and approved by Agency as set forth herein. The Society Improvements shall generally consist of Cultural and History Center as more fully described in the Scope of Development.

302. Construction Drawings and Related Documents. Within the time set forth in the Schedule of Performance, the Society shall prepare and submit to the City and the Agency, construction drawings, landscape plans, and related documents required for the rehabilitation of the Site (the "Construction Drawings"). The City shall have the right of review of all Construction Drawings, including any proposed changes therein. The Agency shall utilize reasonable efforts in an attempt to coordinate with the City to cause the reviews and approvals required in connection with the Society Improvements to occur in as expeditious a manner as possible.

303. Land Use Approvals. The Agency represents and warrants that the Site is appropriately zoned for the proposed use. All architectural reviews will be handled at staff level. To the extent any other approvals are required, Agency agrees to assist the Society in obtaining such approvals. Society shall, without limitation, apply for and secure all permits required by the City, the County of Kern and other governmental agencies with jurisdiction over the Society Improvements. The Society will provide parking appropriate to the use of the Site as a historical museum and will provide copies of any necessary parking cooperative agreements to the City prior to the opening of the museum to the general public.

304. Schedule of Performance. Society shall submit the Construction Drawings, commence and complete all construction of the Society Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefore in the Schedule

of Performance. The Schedule of Performance is subject to revision from time-to-time as mutually agreed upon in writing by the Society and the Agency's Executive Director and Agency's Executive Director is authorized to make such revisions as he deems reasonably necessary.

305. Cost of Construction. All of the cost of planning, designing, developing and rehabilitating all of the Society Improvements, shall be borne solely by the Society. The Agency agrees to cause the City to waive all fees for City permits required to refurbish the cultural and historical center building.

306. Insurance Requirements. The Society shall take out and maintain or shall cause its contractor to take out and maintain a comprehensive general liability policy in the amount of Two Million Dollars (\$2,000,000.00) combined single limit policy, or such other policy limits as the Agency may approve at its discretion, including contractual liability, as shall protect the Society, the City and the Agency from claims for such damages. Such policy or policies shall be written on an occurrence form. The Society shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that the Society and any contractor with whom it has contracted for the performance of work on the Site or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Society shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the City and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Society shall be primary insurance and not be contributing with any insurance maintained by the Agency or the City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Society prior to the commencement of construction of the Society Improvements.

307. Society's Indemnity. The Society shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from, all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which are legally caused by any acts or omissions of the Society under this Agreement, whether such activities or performance thereof be by the Society or by anyone directly or indirectly employed or contracted with by the Society and whether such damage shall accrue or be discovered before or after termination of this Agreement.

308. Rights of Access. Representatives of the Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Society Improvements so long as Agency representatives comply with all safety rules.

309. Compliance With Laws. The Society shall carry out the design and construction of the Society Improvements in conformity with all applicable laws, including the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including, without limitation, the Americans With Disabilities Act, 42 U.S.C. Sections 12101, et seq., California Government Code Sections 4450, et seq., California Government Code Sections 11135, a seq., and the Unruh Civil Rights Act, California Civil Code Sections 51, et seq. and all applicable state labor standards and wage laws as set forth in Labor Code §§ 1720, et seq., to the extent applicable to the construction contemplated hereunder as to which the Agency makes no representations. Society agrees to hold the City and the Agency harmless and to indemnify and defend the City and the Agency from any claims arising under the provisions of Labor Code §§ 1720, et seq., including, but not limited to, the provisions of Labor Code Section 1726 and 1781. Society expressly waives any rights it may have under Labor Code Sections 1726 or 1782. It shall be the sole responsibility of the Society to determine the applicability of such laws to the Society Improvements. Society agrees to hold harmless, indemnify and defend the Agency from any claim or liability in connection with the requirements of this section.

309.1 Nondiscrimination in Employment. The Society certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000, et seq., the Federal Equal Pay Act of 1963, 29 U.S.C. Section 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. Sections 621, et seq., the Immigration Reform and Control Act of 1986, 8 U.S.C. Sections 1324b, et seq., 42 U.S.C. Section 1981, the California Fair Employment and Housing Act, California Government Code Sections 12900, et seq., the California Equal Pay Law, California Labor Code Sections 1197.5, California Government Code Section 11135, the Americans with Disabilities Act, 42 U.S.C. Sections 12101, et seq., and all other anti-discrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended. The Society shall allow representatives of the Agency access to its employment records related to this Agreement during regular business hours to verify compliance with these provisions when so requested by the Agency.

309.2 Taxes and Assessments. All taxes on the Site shall be prorated as of the Closing Date in accordance with the normal procedures applicable in Kern County. After the Closing, the Society shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. The Society shall remove or have removed any levy or attachment made on any of the Site, or any part thereof, or assure the satisfaction thereof within a reasonable time.

310. Release of Construction Covenants. Promptly after completion of the Society Improvements in conformity with this Agreement, the Agency shall furnish the Society with a Release of Construction Covenants in the form of Attachment No. 7 hereto. The Agency shall not unreasonably withhold such Release of Construction Covenants. The Release of Construction Covenants shall be a conclusive determination of satisfactory completion of the Society Improvements and the Release of Construction Covenants shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as set forth in Sections 400 and 500 of this Agreement. If the

Agency refuses or fails to furnish the Release of Construction Covenants for the Site after written request from the Society, the Agency shall, within thirty (30) working days of such written request, provide Society with a written statement setting forth the reasons the Agency has refused or failed to furnish the Release of Construction Covenants for the Site. The statement shall also contain a list of the actions the Society must take to obtain a Release of Construction Covenants.

Such Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of the Society to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Release of Construction Covenants is not a notice of completion as referred to in the California Civil Code, Section 3093.

311. Financing of the Society Improvements.

311.1 Construction Financing; Agency Assistance. date set forth in the Schedule of Performance, the Society shall furnish information to the Agency demonstrating, to the Agency's satisfaction, that the Society has the financial capability to acquire the Site and complete the Society Improvements. Such evidence of financing shall include the following: (a) a copy of a legally binding, firm and enforceable loan commitment(s) obtained by the Society from unrelated financial institutions for the mortgage loan or loans for financing to fund the construction and completion of the Society Improvements, subject to such lenders' reasonable, customary and normal conditions and terms; or (b) a certification from the corporation comptroller of the Society that Society has sufficient funds for such construction, and that such funds have been committed to such construction.

311.2 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development. Mortgages, deeds of trust and sales and leases-back are to be permitted before completion of the construction of the Society Improvements with the Agency's prior written approval, which shall not be unreasonably withheld or delayed, but only for the purpose of securing loans of funds to be used for financing the construction of the Society Improvements; permanent financing; and any other purposes necessary and appropriate in connection with development under this Agreement. The Society shall notify the Agency in advance of any mortgage, deed of trust or sale and lease-back financing, if the Society proposes to enter into the same before completion of the construction of the Society Improvements. The words "mortgage" and "trust deed" as used hereinafter shall include sale and lease-back. The Society shall not enter into any such conveyance for financing without the prior written approval of the Agency, which approval the Agency agrees to give if any such conveyance for financing is given to a responsible financial lending institution or person or entity ("Lender"). The Society may enter into a conveyance for financing after the completion of the Society Improvements as evidenced by the issuance of the Release of Construction Covenants as set forth in Section 311 hereof without the approval of the Agency.

311.3 Holder Not Obligated to Construct Improvements. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Society Improvements or any portion thereof, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

311.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure.

With respect to any mortgage or deed of trust granted by the Society as provided herein, whenever the Agency delivers any Default Notice or demand to the Society with respect to any breach or default by the Society in completion of construction of the Society's Improvements, the Agency shall deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand if the Society fails to cure the Default within the time set forth in Section 501 hereof. Each such holder shall (insofar as the rights granted by the Agency are concerned) have the right, at its option, within thirty (30) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Society Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Society's obligations to the Agency by written agreement reasonably satisfactory to the Agency. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 311 of this Agreement, to a Release of Construction Covenants. It is understood that a holder shall be deemed to have satisfied the thirty (30) day time limit set forth above for commencing to cure or remedy a Society default which requires title and/or possession of the Site (or portion thereof) if and to the extent any such holder has within such thirty (30) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

311.5 Failure of Holder to Complete Improvements. In any case where, thirty (30) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site or any part thereof receives a notice from the Agency of a default by the Society in completion of construction of any of the Society's Improvements under this Agreement, and such holder has not exercised the option to construct as set forth in Section 312.4, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the Agency may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership of the Site or any part thereof has vested in the holder, the Agency, if it so desires, shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (b) All expenses with respect to foreclosure including reasonable attorneys' fees;
- (c) The net expense, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Site or part thereof;
- (d) The costs of any improvements made by such holder;

(e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency; and

(f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Society.

311.6 Right of the Agency to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by the Society prior to the completion of the construction of any of the Society's Improvements or any part thereof. Society shall immediately deliver to Agency a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the Agency shall have the right but no obligation to cure the default. In such event, the Agency shall be entitled to reimbursement from the Society of all proper costs and expenses incurred by the Agency in curing such default. The Agency shall also be entitled to a lien upon the Development Property to the extent of such costs and disbursements. Any such lien shall be junior and subordinate to the mortgages or deeds of trust pursuant to this Section 311.

400. COVENANTS AND RESTRICTIONS

401. Covenant to Use Site In Accordance with Redevelopment Plan. Society covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof that the Society and such successors and assignees, shall devote the Site only to those uses specified or permitted in the Redevelopment Plan and this Agreement for the periods of time specified therein. A copy of the Redevelopment Plan has been previously delivered to Society.

402. Maintenance Covenants. Society covenants and agrees for itself, its successors and assigns and any successor in interest to the Site or part thereof to maintain the Site and all improvements thereon in compliance with the terms of the Redevelopment Plan and with all applicable provisions of the City of Ridgecrest Municipal Code.

403. Nondiscrimination Covenant. Society covenants and agrees for itself; its successors, assigns that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall Society itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenant shall run with the land.

Society shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) *In deeds:* "The grantee herein covenants by and for himself or herself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition,

handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.”

(b) *In leases*: “The lessee herein covenants by and for himself or herself, his heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.”

(c) In contracts relating to the sale, transfer or leasing of the Site or any interest therein: “There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises.”

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site, together with any property acquired by Society pursuant to this Agreement, or any part thereof

404. Effect of Violation of the Terms and Provisions of this Agreement. The Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether the Agency has been, remains or is an owner of any land or interest therein in the Site. The Agency shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. The covenants contained in this Agreement shall remain in effect for the term of the Redevelopment Plan that is until November 19, 2026; provided however, that notwithstanding the foregoing, the use covenant set forth in Section 401 hereof shall remain in effect for the period of time set forth therein

and the covenants against discrimination, as set forth in Section 403 hereof, shall remain in effect in perpetuity.

500. DEFAULTS AND REMEDIES

501. Default Remedies. Subject to the extensions of time set forth in Section 602 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default (the "Claimant") shall give written notice to the other party specifying the alleged grounds for the Default (the "Default Notice"). Except as otherwise expressly provided in this Agreement, the Claimant shall not institute any proceeding against any other party and the other party shall not be in Default if such party within forty-five (45) days from receipt of the notice required by this Section 501 immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

502. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kern, State of California, in an appropriate municipal court in that county, or in the United States District Court for the Eastern District of California.

503. Termination by Society. Prior to the Conveyance of the Site to the Society, in the event of any other Default of the Agency, which is not cured within the time set forth in Section 501 hereof, and provided that the Society is not in Default of this Agreement, this Agreement may, at the option of the Society, be terminated by Notice thereof to the Agency. From the date of the Notice of termination of this Agreement by the Society to the Agency and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties.

504. Termination by Agency. Prior to the Conveyance of the Site to the Society, in the event of any other Default of the Society, which is not cured within the time set forth in Section 501 hereof, and provided that the Agency is not in Default of this Agreement, this Agreement may, at the option of the Agency, be terminated by Notice thereof to the Society. From the date of the Notice of termination of this Agreement by the Agency to the Society and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties.

505. Reversion to Agency. In the event the Society fails to comply with any provisions hereof, at the option of the Agency title shall revert to the Agency. Any costs incurred or improvements completed by the Society shall not be reimbursed to the Society.

506. Acceptance of Service of Process. In the event that any legal action is commenced by the Society against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director of the Agency or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency against the Society, service of process on the Society shall be made in such manner as may be provided by law.

507. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

508. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

509. Applicable Law. The laws of the State shall govern the interpretation and enforcement of this Agreement.

600. GENERAL PROVISIONS

601. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") required or permitted under this Agreement must be in writing and shall be sufficiently given if delivered by hand (and a receipt therefor is obtained or is refused to be given) or dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by telecopy or overnight delivery service to:

To Agency: Ridgecrest Redevelopment Agency
100 W. California Avenue
Ridgecrest, CA 93555
Attention: Executive Director

To Society: Historical Society of Upper Mojave Desert

Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 601.

602. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: litigation challenging the validity of this transaction or any element thereof or the right of either party to engage in the acts and transactions contemplated by this Agreement; inability to secure necessary labor materials or tools; or withdrawal of financing not caused by any act or omission of the Society; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; unusually severe weather; acts or omissions of the other party; acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of the Agency which shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to

the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within forty-five (45) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Agency and the Society. Notwithstanding any provision of this Agreement to the contrary, the lack of funding to complete the Society Improvements shall not constitute grounds of enforced delay pursuant to this Section 602.

603. Non-Liability of Officials and Employees of Agency and Society. No member, official or employee of the Agency or the City shall be personally liable to the Society, or any successor in interest, in the event of any Default or breach by the Agency or for any amount which may become due to the Society or its successors, or on any obligations under the terms of this Agreement. No member, official or employee of the Society, shall be personally liable to the Agency or to the City.

604. Relationship Between Agency and Society. It is hereby acknowledged that the relationship between the Agency and the Society is not that of a partnership or joint venture and that the Agency and the Society shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the Agency shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Site. Society agrees to indemnify, hold harmless and defend the Agency from any claim made against the Agency arising from a claimed relationship of partnership or joint venture between the Agency and the Society with respect to the development, operation, maintenance or management of the Site.

605. Agency Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by the Agency, the Executive Director of Agency or his designee is authorized to act on behalf of Agency unless specifically provided otherwise or the context should require otherwise.

606. Commencement of Agency Review Period. The time periods set forth herein for the Agency's approval of agreements, plans, drawings, or other information submitted to the Agency by the Society and for any other Agency consideration and approval hereunder which is contingent upon documentation required to be submitted by the Society shall only apply and commence upon the Society's complete submittal of all the required information. In no event shall an incomplete submittal by the Society trigger any of the Agency's obligations of review and/or approval hereunder; provided, however, that the Agency shall notify the Society of an incomplete submittal as soon as is practicable and in no event later than the applicable time set forth for the Agency's action on the particular item in question.

607. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in four (4) originals, each of which is deemed to be an original.

608. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation

of any and all facts such party deems material. This Agreement includes pages 1 through 26 and Attachment Nos. 1 through 8, which constitute the entire understanding and agreement of the parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

609. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees. Costs recoverable for enforcement of any judgment shall be deemed to include reasonable attorneys' fees.

610. Real Estate Brokerage Commission. Society and Agency warrant that they have not dealt with any other broker in connection with this transaction, and each party, as to its own actions, agrees to indemnify and defend the other from all persons claiming fees or compensation in connection with this transaction.

611. Project Sign. Society agrees to construct, erect, and maintain upon the Site during construction and until the issuance of the Release of Construction Covenants pursuant to Section 311 of this Agreement, a project sign which identifies the development as an Agency assisted activity.

612. Ceremonies. To insure proper protocol and recognition of Agency Board members the Society shall cooperate with Agency staff in the organization of any project-related ground breakings, grand openings or any other such inaugural events/ceremonies sponsored by the Society celebrating the development which is the subject of this Agreement. At least two weeks prior to any such event, the Society shall provide Agency staff with a completed Event Information Form to be supplied by the Agency upon the Society's request.

613. Administration. This Agreement shall be administered and executed by the Agency's Executive Director, or his designated representative, following approval of this Agreement by the Agency. The Agency shall maintain authority of this Agreement through the Executive Director (or his authorized representative). The Executive Director shall have the authority to issue interpretations, waive provisions and enter into amendments of this Agreement on behalf of the Agency so long as such actions do not substantially change the uses or development permitted on the Site, or add to the costs to the Agency as specified herein as agreed to by the Agency Board, and such amendments may include extensions of time specified in the Schedule of Performance. All other waivers or amendments shall require the written consent of the Agency Board,

614. Amendments of Agreement. The Society and the Agency agree to mutually consider reasonable requests for amendments to this Agreement. The Society shall be responsible for the costs incurred by the Agency, including without limitation attorneys' fees (the "Society Costs"), in connection with any amendments to this Agreement which are requested by the Society (the "Society Request"). The Society shall be responsible for payment of the Society Costs as provided in this Section 614 regardless of the outcome of the Society Request.

615. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

616. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word “including” shall be construed as if followed by the words “without limitation.” This Agreement shall be interpreted as though prepared jointly by both parties.

617. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

618. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

619. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

620. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens) and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term “holiday” shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

621. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

622. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Society of each and every obligation and condition of this Agreement.

623. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

624. Conflicts of Interest. No member, official or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

625. Time for Acceptance of Agreement by Agency. This Agreement, when executed by Society and delivered to Agency, must be authorized, executed and delivered by Agency on or before twenty five (25) days after signing and delivery of this Agreement by Society or this Agreement shall be void, except to the extent that Society shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Agency and the Society have signed this Agreement on the respective dates set forth below'.

AGENCY:

RIDGECREST REDEVELOPMENT AGENCY, a public body, corporate and politic

Dated: 12-22, 2005

By: Harvey M. Rose
Harvey M. Rose, Executive Director

ATTEST:

Rita Gable
Rita Gable, Secretary

DEVELOPER:

HISTORICAL SOCIETY OF UPPER MOJAVE DESERT, a California non-profit corporation

Dated: 12-21, 2005

By: Wayne R. Harman

ATTACHMENT NO. 1

SITE MAP *

ATTACHMENT NO. 2
LEGAL DESCRIPTION *

RECORDS OF KERN COUNTY, CALIFORNIA.
RIDGECREST, CALIFORNIA

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

1. Opening of Escrow. The parties shall open escrow with the Escrow Agent. Within the ten (10) business days of the execution by Agency of this Agreement.
2. Agency Provides Documentation of Exceptions to Title. Agency shall provide the Society with the Report and legible copies of the documents underlying the Exceptions set forth in the Report. Agency will order report within two (2) working days of the execution of this Agreement by Agency and City Council and will deliver a copy thereof upon receipt.
3. Society Approval/Disapproval of Exceptions. Society shall provide Agency with written notification of Society's approval or disapproval of the Exception(s) set forth in the Report. Within thirty (30) days after Society's receipt of legible copies of the documents underlying the Exceptions referred to in the preceding Section 1.
4. Agency Removes Disapproved Exceptions. If Society provides Agency with written notification of Society's disapproval of Exception(s) set forth in the Report, Agency may cause such disapproved Exception(s) to be removed or provide measurable assurance that such Exception(s) will be removed on or before the Closing. Within thirty (30) days after receiving written notice of Society's disapproval.
5. Close of Escrow. The Escrow for the conveyance of the Disposition Site to the Society shall close. Within thirty (30) days of the parties' satisfaction of all of Agency's and the Society's conditions precedent but in no event later than the Outside Date unless extended pursuant to Section 202.4
6. Painting. The Society agrees to repaint the exterior and improve landscaping on Ridgecrest Blvd. (in a manner agreeable to the City). Within 12 months of the Date of the Agreement.
7. Submittal of Construction Drawings. The Society shall submit Construction Drawings for consideration by the Agency and the City. Submitted serially as soon as practical after approval of this Agreement but in any event not later than thirty (30) months following the Date of Agreement.

- | | |
|---|---|
| 8. <u>Consideration of Construction Drawings by the Agency.</u> The City shall consider and approve or disapprove the Construction Drawings submitted by the Society. | Within thirty (30) business days of the Society's submittal of the Construction Drawings. |
| 9. <u>Start of Construction.</u> The Society shall start grading and construction of Society Improvements on the Site. | On or before 30 months from the Date of this Agreement. |
| 10. <u>Submittal of Certificates of Insurance.</u> Society shall furnish all Certificates of Insurance as required pursuant to Section 306 of the Agreement. | Prior to commencement of construction of Society Improvements. |
| 11. <u>Completion of Construction of Society Improvements.</u> Subject to the provisions of Section 602 of this Agreement, the Society shall complete the Society Improvements. | Within 36 months from the Date of this Agreement. |

It is understood that the foregoing Schedule of Performance is subject to all terms and conditions set forth of this Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any inconsistency between this Schedule of Performance and the text of this Agreement, the text shall govern.

The time periods set forth herein for the City's approval of plans and drawings, and other submittals, submitted to the City by the Society shall only apply and commence upon the Society's complete submittal of all the required information. In no event shall an incomplete submittal by the Society trigger any of the City's obligations of review and/or approval hereunder; provided, however, that the City shall notify the Society of an incomplete submittal as soon as is practicable and in no event later than the applicable time set forth for the Agency's action on the particular item in question.

ATTACHMENT NO. 4

SCOPE OF DEVELOPMENT

I. DEVELOPMENT STANDARDS OVERVIEW

The Improvements to be constructed on the Site shall be of the architectural style and standards of the date it was created, shall be well landscaped, and shall be effectively and aesthetically designed consistent with a stucco building or such other material as may be approved by the City. The Developer Improvements shall comply with Applicable Building Codes. The Society's plans, drawings, and proposals submitted to the City for approval shall describe in reasonable detail the architectural character intended for the Improvements. The total development shall be in conformance with the Redevelopment Plan for the Ridgecrest Redevelopment Project and the recorded Covenants Conditions and Restriction (CC&R's)

II. DEVELOPER IMPROVEMENTS

The Society shall be responsible for the design and rehabilitation of the Site. The facility shall be rehabilitated in accordance with the Society's plans, drawings and proposals submitted to and as approved by the Agency and the City. Additionally, the Society shall comply with any conditions of approval for on-site and offsite improvements, subject to the provisions of Section 302, which may be prescribed under any discretionary permits required for approval of the Society's proposal. The facility shall be rehabilitated in accordance with development standards of the City of Ridgecrest.

ATTACHMENT NO. 5

GRANT DEED

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
RIDGECREST REDEVELOPMENT AGENCY)
100 W. California Avenue)
Ridgecrest, California 93555)
Attn: Executive Director)

This document is exempt from payment of a recording fee pursuant to government Code Section 6103.

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The RIDGECREST REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Grantor"), acting to carry out the Redevelopment Plan (the "Redevelopment Plan") for the Ridgecrest Redevelopment Project Area (the "Project"), under the Community Redevelopment Law of California, hereby grants to the HISTORICAL SOCIETY OF UPPER MOJAVE DESERT, a California non-profit corporation (the "Grantee"), the real property hereinafter referred to as the "Site," described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record described there.

1. Grantor excepts and reserves from the conveyance herein described all interest of Grantor in oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred (500) feet below' the surface, together with the right to drill into, through and to use and occupy all parts of The Site lying more than five hundred (500) feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said Site or other lands, but without, however, any right to use either the surface of the Site or any portion thereof within five hundred (500) feet of the surface for any purpose or purposes whatsoever, or to use the Site in such a manner as to create a disturbance to the use or enjoyment of the Site.

2. The Site is conveyed in accordance with and subject to the Redevelopment Plan which was approved and adopted by the City Council of the City of Ridgecrest on November 19, 1986 by Ordinance No. 86-37, and the Disposition and Development Agreement entered into between Grantor and Grantee dated _____ (the "DDA"), a copy of which is on file with Grantor at its offices as a public record and which is incorporated herein by reference. All terms used herein shall have the same meaning as those used in the DDA.

3. Grantor has the right, at its election, to reenter and take possession of the Site, with all improvements thereon, and terminate and revest in Grantor the estate conveyed to Grantee if after the Closing but prior to the issuance of the Release of Construction Covenants, Grantee (or its successors in interest) shall:

a. Subject to the provisions of Section 602 of the DDA, fail to start the construction of the Society Improvements as required by the DDA for a period of thirty (30) days after written notice thereof from Agency; or

b. Subject to the provisions of Section 602 of the DDA, abandon or substantially suspend construction of the Society Improvements required by the DDA for a period of thirty (30) days after written notice thereof from Agency; or

c. Contrary to the provisions of Section 103 of the DDA transfer or suffer any involuntary transfer of the Site or any part thereof in violation of the DDA.

Such right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

1. Any mortgage or deed of trust permitted by this Agreement; or
2. Any rights or interests provided in this Agreement for the protection of the holders of such mortgages or deeds of trust.

Upon the revesting in Grantor of title to The Site as provided in this Section 3, Grantor shall, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Site as soon and in such manner as Grantor shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan, as it exists or may be amended, to a qualified and responsible party or parties (as determined by Grantor) who will assume the obligation of making or completing the Improvements, or such improvements in their stead as shall be satisfactory to Grantor and in accordance with the uses specified for The Site or part thereof in the Redevelopment Plan, Upon such resale of the Site, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Site which is permitted by this Agreement, shall be applied:

i. First, to reimburse Grantor, on its own behalf or on behalf of the City, all costs and expenses reasonably incurred by Grantor, excluding City and Agency staff costs, but specifically, including, but not limited to, any expenditures by Grantor or the City in connection with the recapture, management and resale of The Site or part thereof (but less any income derived by Grantor from The Site or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to The Site or part thereof which Grantee has not paid (or, in the event that The Site is exempt from taxation or assessment of such charges during the period of ownership thereof by Grantor, an amount, if paid, equal to such taxes, assessments or charges as would have been payable if The Site were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on The Site or part thereof at the time of revesting of title thereto in Grantor, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on The Site, or part thereof; and any amounts otherwise owing Grantor, and in the event additional proceeds are thereafter available, then

ii. Second, to reimburse Grantee, its successor or transferee, up to the amount equal to the sum of (a) the costs incurred for the acquisition and development of The Site and for the improvements existing on The Site at the time of the reentry and possession, less (b) any gains or income withdrawn or made by Grantee from The Site or the improvements thereon.

Any balance remaining after such reimbursements shall be retained by Grantor as its property. The rights established in this Section 3 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that Grantor will have conveyed The Site to Grantee for redevelopment purposes, particularly for development of a Cultural and History Center, and not for speculation in undeveloped land.

It is expressly understood that the rights of the Agency under this paragraph 3 shall cease and be of no further force and effect upon the issuance of the Release of Construction covenants in accordance with the provisions of Section 311 of the DDA.

GRANTOR:

RIDGECREST REDEVELOPMENT AGENCY, a
public body corporate and politic

Dated: 12-22, 2005

By: Harvey M. Rose
Harvey M. Rose, Executive Director

ATTEST:

Rita Gable
Rita Gable, Secretary

GRANTEE:

HISTORICAL SOCIETY OF UPPER MOJAVE
DESERT, a California non-profit corporation

Dated: 12-21, 2005

By: William R. Hamer
Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

RECORDS OF KERN COUNTY, CALIFORNIA
RIDGECREST, CALIFORNIA

Exhibit "A" to
Attachment No. 5

**ATTACHMENT NO. 6
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
RIDGECREST REDEVELOPMENT AGENCY)
100W. California Avenue)
Ridgecrest, California 93555)
Attn: Executive Director)

This document is exempt from payment of a recording fee pursuant to go eminent Code Section 6103.

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is entered into this _____ by and between the RIDGECREST REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency") and HISTORICAL SOCIETY OF UPPER MOJAVE DESERT, a California non-profit corporation (the "Society"), with reference to the following facts:

A. The Agency and the Society have entered into that certain Disposition and Development Agreement dated _____ (the "DDA") which provides for the conveyance by the Agency to the Society of that certain real property which is legally described in Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Site") and the development, use and operation of improvements upon The Site. The DDA is available for public inspection at the Agency's offices located at 100 W. California Avenue, Ridgecrest, California 93555. Capitalized terms utilized in this Declaration and not otherwise defined shall have the same meaning as set forth in Section 101 of the DDA.

B. The Site is within the Ridgecrest Redevelopment Project in the City of Ridgecrest and is subject to the provisions of the Redevelopment Plan for the Ridgecrest Redevelopment Project which was approved and adopted by the City Council of the City of Ridgecrest on November 19, 1986, by Ordinance No. 86-37 as amended.

C. Society has agreed with Agency to execute and record this Declaration in order to bind itself and future owners of The Site to certain obligations regarding the ongoing use, operation and maintenance of the Site and certain other covenants, all as more particularly set forth herein.

D. The enforcement of the covenants and requirements set forth herein will ensure the proper implementation of the Redevelopment Plan and will, therefore, benefit the Society, the City of Ridgecrest, the Agency, and the properties located within the Ridgecrest Redevelopment Project.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Society on behalf of itself and its successors, assigns and each successor in interest to the Site or any part thereof; hereby covenants and agrees as follows:

1. Use Covenants. The Site shall be occupied and used only for those uses specified or permitted in the Redevelopment Plan and the DDA.

2. Maintenance Covenant. To maintain The Site and all improvements thereon in compliance with the terms of the Redevelopment Plan and with all applicable provisions of the City of Ridgecrest Municipal Code

3. Nondiscrimination Covenant. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of The Site, nor shall Society itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenant shall run with the land.

Society shall refrain from restricting the rental, sale or lease of The Site on the basis of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

(c) In contracts: In contracts relating to the sale, transfer or leasing of the Site or any interest therein: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises,"

4. Term. The covenants contained herein and in the Agreement shall remain in effect for the term of the Redevelopment Plan, that is until November 19, 2026 except for (i) the operating covenant set forth in paragraph 2 of this Declaration which shall remain in effect for a period of three (3) years commencing upon the issuance of the Release of Construction Covenants, and (ii) the nondiscrimination covenant set forth in paragraph 3 of this Declaration which shall remain in effect in perpetuity.

5. Covenants Run with the Land. The covenants and agreements established in this Declaration shall, without regard to technical classification or designation, be binding on the Society, its successors and assigns and any successor in interest to The Site, or any part thereof, for the benefit of and in favor of the Agency, its successors and assigns, and the City.

6. Remedies. The Agency in an event of any breach of any of the covenants contained herein shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of the breach.

7. Severability. If any term, provision, condition or covenant of this Declaration or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Declaration, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

8. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Declaration.

9. Modification. The Agency, its successors and assigns, and the Society and its successors and assigns in and to all or any part of the fee title to The Site shall have the right with the mutual consent of the Agency to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants herein without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in The Site. However, the Agency and the Society are obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Declaration. The covenants contained in this Declaration, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside the Redevelopment Project, or any person or entity having any interest in any other such realty.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date and year first written above.

AGENCY:

RIDGECREST REDEVELOPMENT AGENCY, a public body corporate and politic

Dated: 12-22, 2005

By: Harvey M. Rose
Harvey M. Rose, Executive Director

ATTEST:

Rita Gable, Secretary

DEVELOPER:

HISTORICAL SOCIETY OF UPPER MOJAVE DESERT, a California non-profit corporation

Dated: 12-21, 2005

By: Wes R. Norris
Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION

KERN COUNTY, CALIFORNIA
RIDGECREST, CALIFORNIA

Exhibit "A" to
Attachment No. 6

ATTACHMENT NO. 7

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
Historical Society of Upper Mojave Desert)
)
Ridgecrest, CA 93555)
Attention: _____)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

RELEASE OF CONSTRUCTION COVENANTS

THIS RELEASE OF CONSTRUCTION COVENANTS (the "Release") is made by the RIDGECREST REDEVELOPMENT AGENCY, a public body corporate and politic (the "Agency"), in favor of HISTORICAL SOCIETY OF UPPER MOJAVE DESERT, a California non-profit corporation (the "Society"), as of the date set forth below.

RECITALS

A. The Agency and the Society have entered into that certain Disposition and Development Agreement (the "DDA") dated _____ concerning the redevelopment of certain real property situated in the City of Ridgecrest, California as more fully described in Exhibit "A" attached hereto and made a part hereof All capitalized terms utilized herein and not otherwise defined shall have the same meaning as set forth in the DDA.

B. As referenced in Section 311 of the DDA, the Agency is required to furnish the Society or its successors with a Release of Construction Covenants upon completion of construction of the Society Improvements which Release is required to be in such form as to permit it to be recorded in the Recorder's Office of Kern County. This Release is conclusive determination of satisfactory completion of the construction and development required by the DDA.

C. The Agency has conclusively determined that such construction and development has been satisfactorily completed.

NOW, THEREFORE, the Agency hereby certifies as follows:

1. The Society Improvements to be constructed by the Society have been fully and satisfactorily completed in conformance with the DDA. All covenants relating to operating requirements, and use, maintenance and nondiscrimination covenants contained in the DDA shall remain in effect and enforceable according to their terms.

2. Nothing contained in this instrument shall modify in any other way any other provisions of the DDA.

IN WITNESS WHEREOF, the Agency has executed this Release this ____ day of _____, 2005.

RIDGECREST REDEVELOPMENT AGENCY, a
public body corporate and politic

By: _____
Harvey M. Rose, Executive Director

ATTEST:

Rita Gable, Secretary

EXHIBIT "A"

SITE LEGAL DESCRIPTION

RECORDS OF KERN COUNTY, CALIFORNIA
RIDGECREST, CALIFORNIA

Exhibit "A" to
Attachment No. 7

ATTACHMENT NO. 8

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
RIDGECREST REDEVELOPMENT AGENCY)
100 W. California Avenue)
Ridgecrest, California 93555)
Attn: Executive Director)

This document is exempt from payment of a recording fee pursuant to government Code Section 6103.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Memorandum”), dated for identification purposes as of _____, is entered into by and between the RIDGECREST REDEVELOPMENT AGENCY, a public body corporate and politic (“Agency”), and HISTORICAL SOCIETY OF UPPER MOJAVE DESERT, a California non-profit corporation (“Society”).

1. Disposition and Development Agreement. Agency and Society have entered into a Disposition and Development Agreement (“Agreement”), dated as of _____, which provides for the development of that certain real property located in the City of Ridgecrest, County of Kern, State of California, more fully described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Site”). The Agreement is available for public inspection and copying at the office of the Ridgecrest Agency, 100 W. California Avenue, Ridgecrest, California 93555. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Agreement, the terms, conditions, provisions and covenants of the Agreement shall prevail.

The parties have executed this Memorandum of Agreement on the dates specified immediately adjacent to their respective signatures

AGENCY:

RIDGECREST REDEVELOPMENT AGENCY, a
public body corporate and politic

Dated: 12-22, 2005

By: Harvey M. Rose
Harvey M. Rose, Executive Director

ATTEST:

Rita Gable, Secretary

DEVELOPER:

HISTORICAL SOCIETY OF UPPER MOJAVE
DESERT, a California non-profit corporation

Dated: 12-21, 2005

By: Tom R. Harman
Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION

KERN COUNTY, CALIFORNIA
RIDGECREST, CALIFORNIA

Exhibit "A" to
Attachment No. 8

100.	INTRODUCTORY PROVISIONS	2
101.	Definitions.	2
102.	Representations and Warranties.....	5
102.1	Agency Representations.....	6
102.2	Society's Representations.....	6
103.	Transfers of Interest in Site or Agreement.....	7
103.1	Prohibition.....	7
103.2	Permitted Transfers	7
103.3	Agency Consideration of Requested Transfer.....	8
103.4	Successors and Assigns.....	8
200.	DISPOSITION OF SITE	9
201.	Disposition of the Site to the Society.....	9
202.	Escrow	9
202.1	Costs of Escrow.....	9
202.2	Escrow Instructions.....	9
202.3	Authority of Escrow Agent	10
202.4	Closing	11
202.5	Termination	11
202.6	Closing Procedure	11
203.	Review of Title.....	12
204.	Title Insurance.....	13
205.	Conditions of Closing	13
205.1	Agency's Conditions of Closing	13
205.2	Society's Conditions of Closing.....	14
206.	Studies and Reports.....	14
207.	Condition of the Site.	15
207.1	As-Is Condition	15
207.2	Agency Representation.....	15
207.3	Investigation of Site.....	15
207.4	Society Precautions After Closing	15
207.5	Required Disclosures After Closing.....	15
207.6	Society Indemnity - Hazardous Materials	16
208.	Taxes and Assessments.....	16
300.	DEVELOPMENT OF THE SITE	17
301.	Scope of Development.	17
301.1	Society Improvements.....	17
302.	Construction Drawings and Related Documents	17
303.	Land Use Approvals.....	17
304.	Schedule of Performance	17
305.	Cost of Construction	17
306.	Insurance Requirements.....	18
307.	Society's Indemnity	18
308.	Rights of Access.....	18

309.	Compliance With Laws	19
309.1	Nondiscrimination in Employment	19
309.2	Taxes and Assessments	19
310.	Release of Construction Covenants	20
311.	Financing of the Society Improvements.....	20
311.1	Construction Financing; Agency Assistance.....	20
311.2	No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Rack for Development	20
311.3	Holder Not Obligated to Construct Improvements	21
311.4	Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure.....	21
311.5	Failure of Holder to Complete Improvements	22
311.6	Right of the Agency to Cure Mortgage or Deed of Trust Default.....	23
400.	COVENANTS AND RESTRICTIONS	23
401.	Covenant to Use Site In Accordance with Redevelopment Plan	23
402.	Maintenance Covenants	23
403.	Nondiscrimination Covenant	23
404.	Effect of Violation of the Terms and Provisions of this Agreement.....	25
500.	DEFAULTS AND REMEDIES	25
501.	Default Remedies	25
502.	Institution of Legal Actions	25
503.	Termination by Society	26
504.	Termination by Agency.....	26
505.	Reversion to Agency	26
506.	Acceptance of Service of Process	26
507.	Rights and Remedies Are Cumulative	26
508.	Inaction Not a Waiver of Default.....	26
509.	Applicable Law	27
600.	GENERAL PROVISIONS	27
601.	Notices, Demands and Communications Between the Parties.....	27
602.	Enforced Delay; Extension of Times of Performance	27
603.	Non-Liability of Officials and Employees of Agency and Society	28
604.	Relationship Between Agency and Society	28
605.	Agency Approvals and Actions.....	28
606.	Commencement of Agency Review Period	28
607.	Counterparts	29
608.	Integration	29
609.	Attorneys' Fees	29
610.	Real Estate Brokerage Commission.....	29
611.	Project Sign	29
612.	Ceremonies	29
613.	Administration.....	30
614.	Amendments of Agreement	30
615.	Titles and Captions.....	30

616.	Interpretation.....	30
617.	No Waiver	30
618.	Modifications	30
619.	Severability	30
620.	Computation of Time	31
621.	Legal Advice	31
622.	Time of Essence	31
623.	Cooperation.....	31
624.	Conflicts of Interest.....	31
625.	Time for Acceptance of Agreement by Agency.....	31

ATTACHMENTS:

Attachment No. 1	Site Map
Attachment No. 2	Site Legal Descriptions
Attachment No. 3	Schedule of Performance
Attachment No. 4	Scope of Development
Attachment No. 5	Grant Deed
Attachment No. 6	Declaration of Conditions, Covenants and Restrictions
Attachment No. 7	Release of Construction Covenants
Attachment No. 8	Memorandum of Agreement

Exhibit “B”



File Copy

First American Title Company
634 South China Lake Blvd., Suite G, Ridgecrest, CA 93555
Phone - (760)375-4790 Fax - (866)370-0814

March 26, 2007
File No: 1502-2230455 (TS)

Historical Society of the Upper Mojave
PO Box 2001
Ridgecrest, CA 93556

Re: **230 West Ridgecrest Boulevard, Ridgecrest, CA 93555**

Dear Valued Customer:

We enclose the following:

1. Estimated Settlement Statement. Please review, sign and return.
2. Preliminary Change of Ownership Report. Please review, sign and return.
3. Superceding Sale Closing Escrow Instructions. Please review, sign and return.
4. Superceding Escrow Instructions. Please review, sign and return.
5. Disposition and Development Agreement. Please review, sign and return.
6. Note prepared by and submitted to escrow from seller. Please review, sign and return.
7. Deed of Trust with Assignment of Rents. Please review, sign and have notarized and return to this office.
8. Grant Deed. Please review, sign and have notarized and return to this office.
9. Declaration of Conditions, Covenants and Restrictions. Please review, sign and have notarized and return to this office.
10. Memorandum of Agreement. Please review, sign and have notarized and return to this office.
11. Your copies to keep for your file.

Please note that upon our receipt of the above, completed as requested, we will be in position to request funds and close escrow.

Should you have any questions or need assistance please contact the undersigned.

Sincerely,


Terry Springstead
Escrow Officer
tspringstead@firstam.com

TS/TS



First American Title Company

634 South China Lake Blvd., Suite G • Ridgecrest, CA 93555

Estimated Settlement Statement Amended: Monday Mar 26, 2007 10:13 AM

Property: 230 West Ridgecrest Boulevard, Ridgecrest, CA 93555

File No: 1502-2230455

Officer: Terry Springstead/TS

New Loan No: HISTORICAL SOCIETY OF

Settlement Date:

Disbursement Date: 05/01/2007

Print Date: 3/26/2007, 10:39 AM

Sign & Return

Buyer: Historical Society of the Upper Mojave

Address: PO Box 2001, Ridgecrest, CA 93556

Seller: Ridgecrest Redevelopment Agency

Address: 100 West California Avenue, Ridgecrest, CA 93555

PLEASE SIGN & RETURN

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
1.00		Consideration: Total Consideration		1.00
		Adjustments: Value of Note:		170,000.00
170,000.00		New Loan(s): Lender: Ridgecrest Redevelopment Agency, a public body, corporate and politic		
	170,000.00	New Loan to File - Ridgecrest Redevelopment Agency, a public body, corporate and politic	170,000.00	
		Title/Escrow Charges to: CLTA Standard Coverage 1084 1990 - First American Title Company	821.00	
282.50		Escrow Fee - First American Title Company	282.50	
75.00		Record CCRS, etc. - First American Title Company	75.00	
25.00		Record Deed - First American Title Company	25.00	
		County Documentary Transfer Tax - First American Title	197.55	

PRELIMINARY CHANGE OF OWNERSHIP REPORT

FOR RECORDER'S USE ONLY

[To be completed by transferee (buyer) prior to transfer of subject property in accordance with Section 480.3 of the Revenue and Taxation Code.] A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's Office for the county where the property is located; this particular form may be used in all 58 counties of California.

THIS REPORT IS NOT A PUBLIC DOCUMENT

SELLER/TRANSFEROR: **Ridgecrest Redevelopment Agency**

BUYER/TRANSFeree: **Historical Society of the Upper Mojave**

ASSESSOR'S PARCEL NUMBER(S): **067-140-44**

PROPERTY ADDRESS OR LOCATION: **230 West Ridgecrest Boulevard
Ridgecrest, CA 93555**

MAIL TAX INFORMATION TO: Name: **Historical Society of the Upper Mojave**
Address: **PO Box 2001, Ridgecrest, CA 93556**
Phone Number (8 a.m. - 5 p.m.): **(760)375-4764**

NOTICE: A lien for property taxes applies to your property on January 1 of each year for the taxes owing in the following fiscal year, July 1 through June 30. One-half of these taxes is due November 1, and one-half is due February 1. The first installment becomes delinquent on December 10, and the second installment becomes delinquent on April 10. One tax bill is mailed before November 1 to the owner of record. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

The property, which you acquired, may be subject to a supplemental assessment in an amount to be determined by the County Assessor. For further information on your supplemental roll obligation, please call the County Assessor's Office.

PART I: TRANSFER INFORMATION (please answer all questions)

- | | | |
|--------------------------|-------------------------------------|---|
| Yes | No | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | A. Is this transfer solely between husband and wife (addition of a spouse, death of a spouse, divorce settlement, etc.)? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | B. Is this transaction only a correction of the name(s) of the person(s) holding title to the property (for example, a name change upon marriage)? Please explain _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | C. Is this document recorded to create, terminate, or reconvey a lender's interest in the property? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | D. Is this transaction recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g. cosigner)? Please explain _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | E. Is this document recorded to substitute a trustee of trust, mortgage, or other similar document? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | F. Did this transfer result in the creation of a joint tenancy in which the seller (transferor) remains as one of the joint tenants? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | G. Does this transfer return property to the person who created the joint tenancy (original transferor)? |
| | | H. Is this transfer of property: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. to a revocable trust that may be revoked by the transferor and is for the benefit of the <input type="checkbox"/> transferor <input type="checkbox"/> transferor's spouse? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. to a trust that may be revoked by the Creator/Grantor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the Creator/Grantor dies? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. to an irrevocable trust for the benefit of the <input type="checkbox"/> Creator/Grantor and/or <input type="checkbox"/> Grantor's spouse? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. to an irrevocable trust from which the property reverts to the Creator/Grantor within 12 years? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | I. If this property is subject to a lease, is the remaining lease term 35 years or more including written options? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | *J. Is this a transfer between <input type="checkbox"/> parent(s) and child(ren)? <input type="checkbox"/> or from grandparent(s) to grandchild(ren)? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | *K. Is this transaction to replace a principal residence by a person 55 years of age or older?
Within the same county? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | *L. Is this transaction to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code Section 69.5? Within the same county <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | M. Is this transfer solely between domestic partners currently registered with the California Secretary of State? |

*If you checked yes to J, K, or L, you may qualify for a property tax reassessment exclusion, which may result in lower taxes on your property. **If you do not file a claim, your property will be reassessed.**

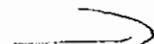
Please provide any other information that would help the Assessor to understand the nature of the transfer.

If the conveying document constitutes an exclusion from a change in ownership as defined in Section 62 of the Revenue and Taxation Code for any reason other than those listed above, set forth the specific exclusions claimed: _____

Please answer all questions in each section. If a question does not apply, indicate with 'N/A.' Sign and Date at bottom of second page.

PART II: OTHER TRANSFER INFORMATION

- A. Date of transfer if other than recording date _____
- B. Type of transfer. (please check appropriate box):
- Purchase Foreclosure Gift Trade or Exchange Merger, Stock, or Partnership Acquisition
- Contract of Sale - Date of Contract _____
- Inheritance - Date of Death _____ Other (please explain): _____
- Creation of a Lease Assignment of a Lease Termination of a Lease Sale/Leaseback
- Date lease began _____
- Original term in years (including written options) _____
- Remaining term in years (including written options) _____
- Monthly Payment _____ Remaining Term: _____
- C. Was only a partial interest in the property transferred? Yes No If yes indicate the percentage transferred _____ %.



Please write Assessor's Parcel Number(s): _____

Please answer, to the best of your knowledge, all applicable questions, then sign and date. If a question does not apply, indicate with 'N/A.'

PART III: PURCHASE PRICE AND TERMS OF SALE

A. CASH DOWN PAYMENT OR value of trade or exchange (excluding closing costs) Amount \$ 1

B. FIRST DEED OF TRUST @ _____ % interest for _____ years. Pymts./Mo. = \$ _____ (Prin. & Int. only) Amount \$ 170,000.00
 FHA(_____ Discount Points) Fixed rate New loan
 Conventional Variable rate Assumed existing loan balance
 VA(_____ Discount Points) All inclusive D.T. (\$ _____ Wrapped) Bank or savings & loan
 Cal-Vet Loan carried by seller Finance company
 Balloon payment Yes No Due Date _____ Amount \$ _____

C. SECOND DEED OF TRUST @ _____ % interest for _____ years. Pymts./Mo. = \$ _____ (Prin. & Int. only) Amount \$ _____
 Bank or savings & loan Fixed rate New loan
 Loan carried by seller Variable rate Assumed existing loan balance
 Balloon payment Yes No Due Date _____ Amount \$ _____

D. OTHER FINANCING - Is other financing involved not covered in (b) and (c) above? Yes No Amount \$ _____
 Type _____ @ _____ % interest for _____ years. Pymts./Mo. = \$ _____ (Prin. & Int. only)
 Bank or savings & loan Fixed rate New loan
 Loan carried by seller Variable rate Assumed existing loan balance
 Balloon payment Yes No Due Date _____ Amount \$ _____

E. WAS AN IMPROVEMENT BOND ASSUMED BY THE BUYER? Yes No Outstanding Balance: Amount \$ _____

F. TOTAL PURCHASE PRICE (or acquisition price, if traded or exchanged, include real estate commission if paid) **TOTAL ITEMS A THROUGH E** \$ 1.00

G. PROPERTY PURCHASED Through a broker Direct from seller From a family member Other (please explain): _____
 If purchased through a broker, provide broker's name and phone number: _____
 Please explain any special terms, seller concessions, or financing and any other information that would help the Assessor understand the purchase price and terms of sale: _____

PART IV: PROPERTY INFORMATION

A. TYPE OF PROPERTY TRANSFERRED:
 Single-family residence Agricultural Timeshare
 Multiple-family residence (no. of units: _____) Co-op/Own-your-own Manufactured home
 Commercial/Industrial Condominium Unimproved lot
 Other (Description: i.e., timber, mineral, water rights, etc.) _____

B. IS THIS PROPERTY INTENDED AS YOUR PRINCIPAL RESIDENCE? Yes No
 If yes, enter date of occupancy _____ / _____ / 20____ or intended occupancy _____ / _____ / 20____
 (month) (day) (year) (month) (day) (year)

C. IS PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE (i.e., furniture, farm equipment, machinery, etc.) (other than a manufactured home subject to local property tax)? Yes No
 If yes, enter the value of the personal property included in the purchase price \$ _____ (Attach itemized list of personal property.)

D. IS A MANUFACTURED HOME INCLUDED IN PURCHASE PRICE? Yes No
 If yes, how much of the purchase price is allocated to the manufactured home? _____
 Is the manufactured home subject to local property tax? Yes No What is the decal number? _____

E. DOES THE PROPERTY PRODUCE INCOME? Yes No If yes, is the income from:
 Lease/Rent Contract Mineral Rights Other (please explain): _____

F. WHAT WAS THE CONDITION OF PROPERTY AT THE TIME OF SALE?
 Good Average Fair Poor
 Please explain the physical condition of the property and provide any other information (such as restrictions, etc.) that would assist the Assessor in determining the value of the property: _____

CERTIFICATION

OWNERSHIP TYPE (v) <input checked="" type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____	<p>I certify that the foregoing is true, correct and complete to the best of my knowledge and belief. This declaration is binding on each and every co-owner and/or partner.</p>	
NAME OF NEW OWNER/CORPORATE OFFICER Historical Society of the Upper Mojave	TITLE President HSLMHP	DATE 4-25-07
SIGNATURE OF NEW OWNER/CORPORATE OFFICER William R. Novins	FEDERAL EMPLOYER ID NUMBER	
NAME OF ENTITY (typed or printed) William R. Novins	DATE 4-25-07	
ADDRESS (typed or printed) PO Box 2001, Ridgecrest, CA 93556	E-MAIL ADDRESS (optional)	

(Note: The Assessor may contact you for additional information)
 If a document evidencing a change of ownership is presented to the recorder for recordation without the concurrent filing of a preliminary change of ownership report, the recorder may charge an additional fee of twenty dollars (\$20).

PLANNED



First American Title Company
634 South China Lake Blvd., Suite G, Ridgecrest, CA 93555
Phone - (760)375-4790 Fax - (866)370-0814

SALE CLOSING ESCROW INSTRUCTIONS

THESE INSTRUCTIONS SUPERCEDE THOSE DATED MARCH 21, 2005.

To: **First American Title Company**
Terry Springstead, Escrow Officer

File No.: **1502-2230455 (TS)**

Date: **March 26, 2007**

Estimated Closing Date: **May 01, 2007**

Re: **230 West Ridgecrest Boulevard, Ridgecrest, CA 93555 ("Property")**

The undersigned hand you funds and documents required to close escrow, and instruct you to do so under the following terms and conditions, upon receipt of all such funds and documents, and when you are in a position to issue a title insurance policy as described below.

Final Approvals: Buyer and Seller acknowledge that all conditions precedent have been released, approved and/or waived and Escrow Holder is instructed to proceed to close this escrow.

Vesting: Buyer directs that title to the Property be vested as follows unless Buyer has deposited prior written instructions with Escrow Holder::

Historical Society of the Upper Mojave ^{Desert,} **a California Non-Profit Corporation**

Title Approval: Buyer acknowledges that the Policy of Title Insurance for the Property will be subject to the following without limitation:

1. All general and special taxes, assessments and/or bonds not delinquent.
2. Deed(s) of Trust executed by Buyer as part of this escrow (if applicable).

Lender, Rate and Terms: New first Deed of Trust to record in favor of RIDGECREST REDEVELOPMENT AGENCY securing a note in the amount of \$170,000.00, with interest rate and term as set forth in loan documents. Borrower's signature on loan documents shall constitute approval of the terms and conditions contained therein and shall be considered Escrow Holder's instruction to comply with same.

THE UNDERSIGNED HEREBY STATE AND AFFIRM THAT THE INSTALLMENT NOTE ABOVE MENTIONED WAS PREPARED OUTSIDE OF ESCROW AND DELIVERED TO ESCROW BY SELLER. ESCROW HOLDER HAS NO LIABILITY TO THE CONTENTS THEREIN.

FURTHER, IT IS STATED HEREIN THAT THE SALES CONSIDERATION IS \$1.00. BUYER IS EXECUTING THE NOTE AND TRUST DEED IN FAVOR OF SELLER IN THE AMOUNT OF \$170,000.00. ALL TITLE AND ESCROW FEES WILL BE BASED ON \$170,001.00, WHICH IS THE NOTE AMOUNT PLUS THE SALES CONSIDERATION.

Estimated Settlement Statement: Upon Close of Escrow, Escrow Holder is instructed to disburse in accordance with the executed "Estimated Settlement Statement" without further instruction from the parties hereto.

PLEASE SIGN HERE



Escrow not responsible for payment of bills: The undersigned acknowledge that any charges for work or inspections on the property are solely the responsibility of the parties to this escrow. Escrow Holder will not be responsible for payment of or collection of payment from parties to this escrow for any bills submitted to escrow other than those that have been approved for payment on the Buyer's, Seller's and Borrower's settlement statements. If bills are submitted by Seller, Buyer or their agents after the settlement statements have been approved, they will be charged to the respective party as verbally instructed by the submitting party.

Prorations: All prorations for the Property are to be handled in escrow as reflected on the "Estimated Settlement Statement." The parties understand and agree that (1) Escrow Holder will **not** prorate municipal utilities, and (2) the transfer of the utilities must be handled by the parties outside of escrow.

Warranty Regarding Encumbrances: The undersigned warrant and guarantee that there are no outstanding liens or Deeds of Trust affecting the property, other than those shown on the preliminary report described herein. Initials_____

Proceeds: Seller directs that the proceeds check be:

- Held for pick up at this office
- Mailed to the address below
- Sent via certified mail
- Delivered to Seller's Agent
- Sent via next day mail (Additional \$15.00 charge)
- Other:_____
- Sent via wire transfer (Additional \$15.00 charge)

(if checked, **Attach wiring instructions of receiving bank**)

Note: Receiving Banks may impose a charge for the receipt of any wire transfers.

Funds Held Fee: In the event funds remain in escrow for any reason more than 90 days after the Close of Escrow, or if escrow has not closed 90 days after the estimated closing date set forth in the existing escrow instructions to Escrow Holder ("Dormancy Period"), Escrow Holder will make reasonable efforts to notify the parties regarding same. If funds remain in escrow beyond the Dormancy Period, a monthly "funds held fee" of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly funds held fee directly from the funds held in escrow on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.). The parties agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this provision.

Document/Funds Delivery: After Close of Escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Holder.

Escrow General Provisions: The parties acknowledge receipt of the Escrow General Provisions which are incorporated herein by reference.

Escrow Holder



SELLER:

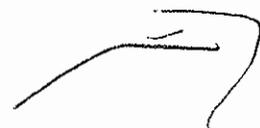
Ridgecrest Redevelopment Agency, a public
body, corporate and politic

By: Harvey M. Rose, Executive Director

Please indicate your forwarding address and phone number:

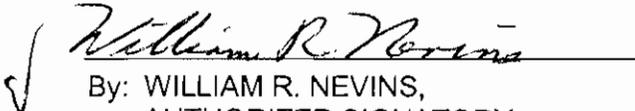
Phone: _____

PLEASE SIGN & RETURN



BUYER:

Historical Society of the Upper Mojave Desert,
a California non-profit corporation


By: WILLIAM R. NEVINS,
AUTHORIZED SIGNATORY

Please indicate your forwarding address and phone number:

Phone:





First American Title Company
634 South China Lake Blvd., Suite G, Ridgecrest, CA 93555
Phone - (760)375-4790 Fax - (866)370-0814

ESCROW INSTRUCTIONS

THESE INSTRUCTIONS SUPERCEDE THOSE DATED MARCH 13, 2005

TO: **First American Title Company ("First American")**
Attn: **Terry Springstead (Escrow Officer)**

Date: **March 26, 2007**
File No.: **1502-2230455 (TS)**

Property: **230 West Ridgecrest Boulevard Ridgecrest, CA 93555**

This escrow has been opened pursuant to that certain real estate purchase agreement entitled "**Disposition and Development Agreement**" dated as of **MARCH 13, 2007** ("Purchase Agreement") by and between **Ridgecrest Redevelopment Agency** ("Seller") and **Historical Society of the Upper Mojave Desert** ("Buyer") with regard to that certain real property commonly described as **230 West Ridgecrest Boulevard**, in the City of **Ridgecrest**, County of **Kern**, State of **California** ("State") as further legally described on **Exhibit 'A'** attached hereto and incorporated herein by reference (the "Real Property"). The terms and conditions of the Purchase Agreement are incorporated herein by reference. First American has been requested to act as escrow agent for the Buyer and Seller (jointly referred to as the "Parties" and individually as a "Party") under the Purchase Agreement.

First American is willing to act as escrow agent ("Escrow Agent") for the parties pursuant to the Purchase Agreement subject to the following terms and conditions.

1. **Obligations of Escrow Agent:** Escrow Agent shall be responsible only for the applicable portions of Purchase Agreement dealing with financing, escrow, allocation of costs, title and vesting, prorations, property taxes, title insurance, delivery of documents and Seller's assignment of proceeds to pay the broker commission, if any.
2. **Satisfaction of Executory Terms:** Pursuant to the Purchase Agreement, the consummation of the escrow is subject to satisfaction of certain executory terms and provisions which are not the responsibility of Escrow Agent. The Parties shall be solely responsible for determining such satisfaction and shall notify Escrow Agent in writing in a form reasonably satisfactory to Escrow Agent when such executory terms have been fully satisfied or are otherwise waived. Escrow Agent's receipt of such written acknowledgment shall constitute a direction to Escrow Agent to close the Escrow.
3. **General Provisions:** Escrow Agent's duties and responsibilities in this escrow are subject to the General Provisions. To the extent that the Purchase Agreement is inconsistent with the General Provisions, the terms of the General Provisions shall control as to Escrow Agent's rights, duties and responsibilities.

Closing Funds: Funds to close escrow must be received in a form sufficient to satisfy applicable good funds laws of the State. All funds in excess of \$100,000 must be wire transferred to Escrow Agent.

PLEASE SIGN & RETURN



Requirements for Interest Bearing Accounts: In the event that Escrow Agent is requested to deposit funds in an interest-bearing account, Escrow Agent shall not be obligated to open such account until Escrow Agent has received an executed Form W-9 with appropriate taxpayer information from the Party to whose benefit the interest will accrue. The Parties acknowledge receipt of a form entitled "Notice of Opportunity to Earn Interest" delivered concurrently with this Escrow Instruction. The Parties acknowledge that Escrow Agent shall be entitled to a fee of \$50.00 for opening any interest bearing account.

Funds Held Fee: If the event that funds remain in escrow for any reason more than 90 days after the close of escrow, or if escrow has not closed 90 days after the estimated closing date set forth in the existing escrow instructions to Escrow Holder ("Dormancy Period"), Escrow Holder will make reasonable efforts to notify the parties regarding same. If funds remain in escrow beyond the Dormancy Period, a monthly "funds held fee" of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly funds held fee directly from the funds held in escrow on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.). The parties agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this provision.

Document/Funds Delivery: After close of escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Agent.

Escrow Fees: Escrow Agent shall allocate fees and costs between the Parties in accordance with the Purchase Agreement. The Parties understand that in the event of cancellation of this Escrow, Escrow Agent shall be entitled to a cancellation fee and reimbursement of any direct costs incurred at the request of a Party.

SELLER:

Ridgecrest Redevelopment Agency, a public body, corporate and politic

By: Harvey M. Rose, Executive Director

BUYER:

Historical Society of the Upper Mojave Desert,
a California non-profit corporation

✓ William R. Nevins
By: WILLIAM R. NEVINS,
AUTHORIZED SIGNATORY

PLEASE SIGN & RETURN TO [unclear] ↗

EXHIBIT 'A'

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Exhibit "A"

ALL THAT PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 26 SOUTH, RANGE 40 EAST, MDM, COUNTY OF KERN, STATE OF CALIFORNIA, BEING A PARCEL OF LAND DESCRIBED AS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION, SAID POINT BEARS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1400 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST $\frac{1}{4}$;

THENCE (1) NORTH, A DISTANCE OF 30 FEET TO THE NORTH LINE OF THE SOUTH 30 FEET OF SAID SECTION, BEING THE TRUE POINT OF BEGINNING, SAID POINT BEING IN THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN BOOK 1341, PAGE 296, OF OFFICIAL RECORDS OF KERN COUNTY; THENCE (2) EAST ALONG LAST NAMED NORTH LINE, A DISTANCE OF 100 FEET TO THE EAST LINE OF LAST NAMED PARCEL;

THENCE (3) NORTH ALONG LAST NAMED EAST LINE A DISTANCE OF 200 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE (4) WEST ALONG THE NORTH LINE OF LAST NAMED PARCEL AND ALONG THE NORTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN BOOK 2150, PAGE 84, OF OFFICIAL RECORDS OF KERN COUNTY, A DISTANCE OF 150 FEET TO AN ANGLE POINT IN THE EXTERIOR BOUNDARY OF LAST NAMED PARCEL;

THENCE (5) SOUTH, PARALLEL WITH SAID COURSE (3), A DISTANCE OF 100 FEET;

THENCE (6) WEST, PARALLEL WITH SAID COURSE (2), A DISTANCE OF 50 FEET;

THENCE (7) SOUTH, ALONG THE WEST LINE OF LAST NAMED PARCEL, A DISTANCE OF 100 FEET TO THE SOUTH LINE OF SAID PARCEL, BEING THE NORTH LINE OF THE SOUTH 30 FEET OF SAID SECTION;

THENCE (8) EAST, ALONG LAST NAMED NORTH LINE, A DISTANCE OF 100 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THE WEST 100 FEET OF THE SOUTH 100 FEET OF THE ABOVE DESCRIBED PARCEL.

This Page Intentionally Left Blank

This Page Intentionally Left Blank

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Approval of the project close out of the Church Traffic Signal Project STPLGH-5385 (023) at the intersection of Church Avenue and South China Lake Boulevard.

PRESENTED BY:

Dennis Speer, Director of Public Works

SUMMARY:

The project consisted of the installation of traffic signals, the construction of sidewalk and wheelchair ramps at the intersection of Church Avenue and South China Lake Boulevard. The work has been completed and, with the exception of retention in the amount of \$18,760.43 (10%) and the change order in the amount of \$10,758.63, the contractor, Loop Electric has been paid in full. During the course of construction some additions were necessary due to material changes.

Changes in Contract Bid Items:

Concrete Removal	\$ 891.57
Install Sidewalk	\$ 2,137.16
Install Curb and Gutter	\$ 341.00
Install Curb Only	\$ 306.90
Net Balance	= \$ 3,676.63

Change Order

Install Ped Push Button Posts	\$ 2,480.00
MAS Mounting & IC Cable	\$ 4,602.00
Net Balance	= \$ 7,082.00

Original Contract Cost	\$ 176,845.65
Quantity Adjustments/Change Orders	<u>\$ 10,758.63</u>
Total Contract Cost	\$ 187,604.28

The costs of these items are within the total cost of the project allocation given to us by the Federal Highway Administration. This project is funded by Federal Highway Administration and the City will be reimbursed 100% of the construction and administrative costs for the project. The project was completed on September 14, 2010 and reviewed by Caltrans on September 4, 2010 and met all their requirements at that time.

FISCAL IMPACT: None

Reviewed by Finance Director

ACTION REQUESTED:

Approve the final balancing change order in the amount of \$10,758.63.00 to the Church Traffic Signal Project STPLGH-5385 (023); authorize the City Manager to sign the final change order and notice of completion and authorize filing of a notice of completion and authorize release of retained funds in the amount of \$18,760.43 thirty five (35) days after recordation of the notice of completion.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer

Action Date: October 20, 2010

This Page Intentionally Left Blank

RESOLUTION NO. 10-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING THE FINAL BALANCING CHANGE ORDER IN THE AMOUNT OF \$10,758.63.00 TO THE CHURCH TRAFFIC SIGNAL PROJECT STPLGH-5385 (023); AUTHORIZING THE CITY MANAGER TO SIGN THE FINAL CHANGE ORDER AND NOTICE OF COMPLETION; AUTHORIZE FILING OF THE NOTICE OF COMPLETION AND AUTHORIZE RELEASE OF RETAINED FUNDS IN THE AMOUNT OF \$18,760.43 THIRTY FIVE (35) DAYS AFTER RECORDATION OF THE NOTICE OF COMPLETION.

WHEREAS, Loop Electric Inc has completed traffic signalization for the intersection of Church Ave and S. China Lake Blvd. STPLGH-5385(023) and

WHEREAS, during the course of construction additions to the scope of the project were made necessary due to material changes, and

WHEREAS, the net change in the cost of construction was a positive \$10,758.63.00 and authorization for a final balancing change order in this amount is hereby requested, and

WHEREAS, retained funds to date in the amount of \$18,760.43 (10% of the final construction cost) will be withheld until 35 days after recordation of the notice of completion, and

WHEREAS, authorization to file a notice of completion is hereby requested, and

WHEREAS, Staff is requesting authorization to release the retained funds in the amount of \$18,760.43 thirty five (35) days after the recordation of the notice of completion providing no claims have been filed against said retained funds, and

WHEREAS, this project is funded by Federal Aid Projects and administered by the State of California Department of Transportation (CALTRANS) and 100% of the project construction and administrative costs

NOW THEREFORE, the City Council of the City of Ridgecrest hereby approves the final balancing change order in the amount of \$10,758.63.00 to the Church Traffic Signal Project STPLGH-5385 (023); authorizes the City Manager to sign the final change order and notice of completion; authorizes filing of the notice of completion and authorizes release of retained funds in the amount of \$18,760.43 thirty five (35) days after recordation of the notice of completion.

APPROVED AND ADOPTED this 20th day of October 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Morgan, Mayor

ATTEST _____
Rachel Ford, City Clerk

This Page Intentionally Left Blank



CITY OF RIDGECREST

Telephone 760 499-5000

FAX 499-1500

100 West California Avenue, Ridgecrest, California 93555-4054

Federally Eligible for Reimbursement: Yes

FINAL BALANCING CONTRACT CHANGE ORDER

Owner: City of Ridgecrest **Date:** September 29, 2010

Project: China Lake Blvd and Church Avenue Traffic Signal Improvements

Contractor: Loop Electric, Inc. **Engineer:** Hall & Foreman Inc.

You are directed to make the following changes in the contract documents:

Description	Amount
Bid Items	
STPLHG-5385(23) – China Lake Blvd and Church Avenue	
1. Bid Item No. 1 – Concrete Removal	= \$891.57
2. Bid Item No. 2 – Install Sidewalk	= \$2,137.16
3. Bid Item No. 4. – Install Curb and Gutter	= \$341.00
4. Bid Item No. 5 – Install Curb Only	= \$306.90
Net Balance	= \$3,676.63
5. Change Order No. 1 – Install Ped Push Button Poles	= \$2,480.00
6. Change Order No. 2 – Install MAS Mounting and IC Cable	= \$4602.00
Net Balance	= \$7,082.00
Original Contract Amount	\$176,845.65
Quantity Adjustments/Change Orders	\$ 10,758.63
Final Contract Cost	\$187,604.28

Recommended by: _____
Robert A. Kilpatrick, Resident Engineer Date

Accepted by: _____
Loren Culp, City Engineer Date

Approved by: _____
Kurt Wilson, City Manager Date

This Page Intentionally Left Blank

Recording Requested By:

CITY OF RIDGECREST

When Recorded Mail to:

City of Ridgecrest
City Clerk
100 West California Avenue
Ridgecrest, CA 93555

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

- 1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.
- 2. The **FULL NAME** of the **OWNER** is City of Ridgecrest
- 3. The **FULL ADDRESS** of the **OWNER** is 100 West California Avenue, Ridgecrest, CA 93555
- 4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

(if other than fee, Strike "In Fee" and insert, for example, "Purchaser under contract of purchase," or "Lessee.")

- 5. The **FULL NAMES** and **FULL ADDRESSES** of **ALL PERSONS**, if any, **WHO HOLD SUCH INTEREST** or **ESTATE** with the undersigned as **JOINT TENANTS IN COMMON** are:

Names	Addresses
_____	_____

- 6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names	Addresses
_____	_____

- 7. A work of improvement on the property hereinafter described was **COMPLETED** September 14, 2010

- 8. The work of improvement completed is described as follows: Intersection and Traffic Signal Improvements at China Lake Blvd and Church Avenue.

- 9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Loop Electric, Inc.

- 10. The street address of said property is: China Lake Blvd and Church Avenue

- 11. The property on which said work of improvement was completed is in the City of Ridgecrest County of Kern, State of California.

Date

Verification for **INDIVIDUAL** owner City of Ridgecrest

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Signature of Owner named in paragraph 2

Verification for **NON-INDIVIDUAL** owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **City Manager** of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Kurt. O. Wilson, City Manager

SUBSCRIBED AND SWORN TO before me on _____

Rachel Ford, City Clerk

This Page Intentionally Left Blank

This Page Intentionally Left Blank

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Resolution adopting amendment to the Memorandum of Understanding between City of Ridgecrest and Police Employee Association of Ridgecrest (P.E.A.R.)
PRESENTED BY: Kurt Wilson – City Manager
SUMMARY: The current Memorandum of Understanding (MOU) with Police Employee Association of Ridgecrest (PEAR) includes furlough provisions intended to produce a cost savings to the City. Recent personnel changes and reductions within the police department have altered the basis upon which the savings estimates were originally calculated. The unique nature of the current situation and the nature of the work performed by these employees present an opportunity (with MOU 10-01) to conditionally eliminate furloughs for these members while achieving the same, or greater, savings for the City. The savings is derived from a combination of adjusting staffing patterns to reduce overtime costs and leaving some positions vacant for the duration of the current agreement. The City and PEAR have met and agreed that it would be mutually beneficial to both parties if the PEAR members are conditionally removed from the furlough program.
FISCAL IMPACT: Funds are appropriated in the approved FY11 budget Reviewed by Administrative Services Director
ACTION REQUESTED: Approve Resolution
CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION: Action as requested:

Submitted by:

Action Date: October 20, 2010

(Rev. 2-14-07)

This Page Intentionally Left Blank

RESOLUTION NO. 10-XX

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL
APPROVING BY REFERENCE AND AUTHORIZING
EXECUTION OF AN AMENDMENT TO THE MEMORANDUM OF
UNDERSTANDINGS WITH POLICE EMPLOYEE ASSOCIATION
OF RIDGECREST (P.E.A.R.)**

The City Council of the City of Ridgecrest, California, hereby approves by reference and authorizes the City Manager to execute Amendment 10-01 between the City of Ridgecrest and the Police Employee Association of Ridgecrest (P.E.A.R.) for the term October 18, 2010 through June 30, 2011 and will become effective October 18, 2010.

APPROVED AND ADOPTED this 20th day of October 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven P. Morgan, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

This Page Intentionally Left Blank

10

This Page Intentionally Left Blank

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Investment Reports for quarter ending June 30, 2010.

PRESENTED BY:

Tyrell Staheli, Finance Director/City Treasurer

SUMMARY:

Government Code Section 53646 and the City's Investment Policy require that Treasurer of the City of Ridgecrest submit a quarterly investment report to the City Council on a quarterly basis. The attached report shows the summary of investments for quarter ending June 30, 2010. The report shows where the City's money is invested, value, yield and interest accrued.

Majority of the City's cash is invested in the Local Agency Investment Fund (LAIF) which is a money market fund that is administered by the State Treasurer. LAIF is a high quality investment in terms of safety, liquidity and yield which are the primary objectives of the City's investment policy.

The investments in the report meet the requirements of the City of Ridgecrest's adopted investment policy.

FISCAL IMPACT:

None

ACTION REQUESTED:

Receive and file the attached investment report.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Prepared by Tess Sloan
(Rev. 2-14-07)

Action Date: Oct. 20, 2010

This Page Intentionally Left Blank

City of Ridgecrest
QUARTERLY INVESMENT REPORT
For the Quarter Ending June 30, 2010

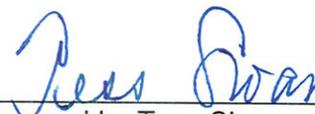
Investments	Balance 3/31/2010	Deposit	Withdrawals	Balance 6/30/2010	Current Yield	Accrued Qtrly Interest
Union Bank of California-Checking	1,836,816.67	15,277,501.32	(13,849,152.58)	3,265,165.41		-
LAIF Accounts-City	26,433,409.02	5,605,758.48	(19,039,000.00)	13,000,167.50	0.56%	31,393.74
LAIF Accounts-Assessment Dist	585,805.43	804.76	(43,000.00)	543,610.19	0.56%	804.76
LAIF Accounts-RDA	8,193,743.22	12,811,256.32	-	21,004,999.54	0.56%	18,396.89
Total Cash Balances	37,049,774.34	33,695,320.88	(32,931,152.58)	37,813,942.64		50,595.39

To the best of my knowledge, there are no misstatements of material amounts within this Treasurer's Cash Summary Report; or omissions of material amounts to cause the Treasurer's Cash Summary Report to be misleading.

In compliance with Government Code Section 53646, as the Treasurer of the City of Ridgecrest, I hereby certifies that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next six months.


 Reviewed by Tyrell Staheli
 Finance Director

9/30/10


 Prepared by Tess Sloan
 Accounting Manager

9/29/2010

**City of Ridgecrest
TREASURER'S CASH SUMMARY
As of June 30, 2010**

Investments	Balance 5/31/2010	Deposit	Withdrawals	Balance 6/30/2010	Interest Rate
Union Bank of California-Checking	2,556,637.80	3,831,128.47	(3,122,600.86)	3,265,165.41	
LAIF Accounts-City	15,179,167.50		(2,179,000.00)	13,000,167.50	0.56%
LAIF Accounts-Assessment Dist	543,610.19			543,610.19	0.56%
LAIF Accounts-RDA	21,004,999.54			21,004,999.54	0.56%
Total Cash Balances	39,284,415.03	3,831,128.47	(5,301,600.86)	37,813,942.64	

NOTE: LAIF Accounts value is reported at book value.

Total Cash Balance - same month - last fiscal year	\$ 36,382,552.85
Net Increase (Decrease)	1,431,389.79
Percentage of Increase (Decrease)	<u>4%</u>

To the best of my knowledge, there are no misstatements of material amounts within this Treasurer's Cash Summary Report, or omissions of material amounts to cause the Treasurer's Cash Summary Report to be misleading.

I certify that this report accurately reflects all City of Ridgecrest investments and complies with the investment policy of the City as approved by the governing board.

 9/30/10
Reviewed by Tyrell Staheli
Finance Director

 9/29/10
Prepared by Tess Sloan
Accounting Manager

City of Ridgecrest
TREASURER'S CASH SUMMARY
As of June 30, 2010

Fund No.	Fund Name	Cash Balances June 2010	Cash Balances June 2009	Cash Balances June 2008
1	General Fund	773,961.47	522,627.11	1,228,223.82
2	Gas Tax Fund	296,059.03	100,385.31	661.36
3	Transit Fund	385,358.14	449,490.51	493,220.80
5	Waste Water Fund	10,741,278.52	11,137,940.58	10,661,372.65
6	Park Development Fee	16,275.79	16,140.18	15,674.37
7	TDA Streets Fund	-	1,544.47	245,043.04
9	Redevelopment Agency	4,196,071.25	4,140,091.62	2,990,620.81
11	Business Dev Center	-	-	230.77
12	Business Park	37,295.51	36,984.75	35,917.22
15	Solid Waste Collection	21,281.42	195.69	-
17	Substandard Streets Improvement	426,494.74	514,214.26	485,307.26
18	Capital Improvement	146,008.07	110,943.84	278,749.71
19	RRA Housing Set Aside	6,028,422.07	4,882,411.55	3,647,442.30
31	86-1 Prospect Park Reserve Trust	236,665.00	236,665.00	236,665.00
32	86-1 Prospect Park Bond Trust	177,670.76	174,654.81	168,859.02
45	AD 5 Bond Trust	2,929.31	2,929.31	3,229.31
46	AD 87-1 R/C Towne Center Res	125,700.00	125,700.00	125,700.00
47	AD 87-1 R/C Towne Center Bond	-	-	19,447.74
50	AD 9 Bond Trust	-	-	25.93
51	AD 10 Bond Trust	-	13,093.38	122,722.82
52	AD 13 Bond Trust	-	36,633.36	41,633.36
54	AD 14 Bond Trust	-	153,622.94	163,322.94
56	AD 16 Bond Trust	-	-	184,237.81
63	Supp Law Enforcement	-	42,968.02	35,363.11
66	Parks & Rec Donation	257.13	-	5,662.85
67	Senior Donation Fund	97.10	96.31	93.59
101	Internal Service Fund - Administration	-	-	3,590.30
110	Internal Service Fund - Risk Management	1,625,554.54	1,333,934.93	2,542,717.49
111	Internal Service Fund - Technology	54,912.45	98,165.53	394,287.33
112	Internal Service Fund - Copier	97,815.89	63,927.48	55,054.25
113	Internal Service Fund - Admin/Finance	1,707.13	(41,669.58)	5,086.49
115	Internal Service Fund - Finance	-	-	76,448.80
120	Self Insurance Workers Comp P&D	19,247.05	15,934.76	-
130	Internal Service Fund - Building Maintenance	134,744.63	34,600.15	15,141.85
140	Internal Service Fund - Fleet Maintenance	21,834.66	(25,725.02)	33,298.15
210	Grant Operations Fund	-	(46,783.51)	(3,752.36)
216	Senior Nutrition Grant	-	-	3,676.48
221	Traffic Congestion Relief	426,889.34	515,698.46	572,196.46
225	Community Dev Services	-	-	3,979.04
231	Special Projects	13,979.07	104,172.56	63,864.62
261	Fire Facilities Improvement Impact	126,664.12	101,470.25	85,468.72
262	Traffic Impact Fees	672,007.25	559,021.58	478,804.61
263	Park Development Impact Fees	185,317.71	143,958.66	122,612.37
264	Law Enforcement Impact Fees	204,653.26	163,348.50	137,147.22
265	Storm Drainage Facilities	830,589.73	622,183.45	529,365.45
271	Community Partnership Grant	136.62	135.50	7,600.56
900	Debt Service Fund	-	-	-
929	RRA Debt Service Fund	9,786,063.88	10,040,846.15	7,767,941.13
Total		\$ 37,813,942.64	\$ 36,382,552.85	\$ 34,083,956.55

WHERE INVESTED:

Union Bank of California-Checking	\$ 3,265,165.41
LAIF Accounts-City	\$ 13,000,167.50
LAIF Accounts-Assessment Dist	\$ 543,610.19
LAIF Accounts-RDA	\$ 21,004,999.54
Total Cash Balances	\$ 37,813,942.64

**CITY OF RIDGECREST
CASH FLOW STATEMENT
As of June 30, 2010**

	Month Ending 30-Jun-2010	Fiscal Year Total
Cash Inflows from Operations		
Sales Tax Revenue	\$ 145,763.03	\$ 2,019,550.79
Police & AC Revenue	80,013.70	647,493.47
Building Permits & Fees	178,933.29	1,618,937.88
Other Revenues	79,140.76	1,874,225.55
Highway Users Tax/Off Hi-way Lic Fees/TCRF	191,364.51	670,469.14
Accounts Receivable (DUI,TOT,etc)	154,350.91	1,170,351.94
Prop172 Sales Tax	26,328.81	159,254.59
MVL Fees	4,725.70	83,739.96
Parks & Recs Revenue	123,434.07	515,659.44
Property Tax	259,462.90	12,076,344.14
Transit Revenue & TDA Funding	381,019.74	629,284.98
Transfer Tax	5,791.45	52,175.46
KCBID Revenue	19,887.10	93,864.34
Capital Projects/Grant Reimbursements		942,018.80
Business License Collections	1,912.50	152,039.20
NAWS Wastewater Charge		176,093.11
WIA Claim Payment		320,293.91
Total Inflows from Operations	1,652,128.47	23,201,796.70
Cash Outflows from Operations		
Payment to Vendors	1,385,568.04	11,876,741.89
Payment to Worker's Comp Carrier	35,259.87	226,282.32
Payment to Employees & Payroll Taxes	740,351.19	7,601,688.87
Payment of Benefits on behalf of Employees	113,104.30	1,499,850.10
Bank Service Charges	-	24,185.19
Total Outflows from Operations	2,274,283.40	21,228,748.37
Net Cash Provided (Used) by Operations	(622,154.93)	1,973,048.33
Cash Flow from Financing Activities		
LAIF Transfers-Deposit to LAIF	-	(14,073,000.00)
LAIF Transfers-Withdrawal from LAIF	2,179,000.00	14,719,263.45
Wire Transfer to pay interest on bonds	(848,317.46)	(1,829,673.05)
		-
Net Cash Provided (Used) by Financing Activities	1,330,682.54	(1,183,409.60)
Beginning Cash Balance	2,556,637.80	2,475,526.68
Ending Cash Balance	\$ 3,265,165.41	\$ 3,265,165.41

This Page Intentionally Left Blank

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Minutes of the Special City Council/Redevelopment Agency Meeting of September 28, 2010

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft minutes of the Special Council/Redevelopment Agency Meeting of September 28, 2010

FISCAL IMPACT:

None

Reviewed by Finance Director:

ACTION REQUESTED:

Approve draft minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested:

Submitted by: Rachel J. Ford
(Rev. 6-12-09)

Action Date: October 20, 2010

This Page Intentionally Left Blank



**MINUTES OF THE SPECIAL MEETING OF THE
RIDGECREST CITY COUNCIL AND
RIDGECREST REDEVELOPMENT AGENCY AND
RIDGECREST FINANCING AUTHORITY**

**Council Conference Room (2nd Floor)
100 West California Avenue
Ridgecrest, California 93555**

**September 28, 2010
6:00 p.m.**

This meeting was recorded and will be on file in the Office of the City Clerk for a certain period of time from date of approval by City Council/Redevelopment Agency/Financing Authority. Meetings are recorded for the purpose of preparation of minutes.

CALL TO ORDER at 6:03pm

Mayor Morgan gave outline of procedure for the meeting.

ROLL CALL

Council Members Present: Mayor Morgan, Council Members Ron Carter, Tom Wiknich, Chip Holloway, and Jerry Taylor

Staff Present: City Manager Kurt O. Wilson; City Clerk Rachel J. Ford; Other Staff

APPROVAL OF AGENDA

Motion To Approve Agenda Made By Council Member Holloway, Second By Council Member Carter, Motion Carried By Voice Vote Of 5 Ayes, 0 Nays, 0 Abstain, And 0 Absent.

SPECIAL SESSION

PUBLIC COMMENT

- Opened at 6:05pm
- Brian waterman – tomorrow night on cnbc a special called trash.inc. garbage is everywhere. Nice for everyone to watch.
- Jack noyer – tried to stay out of trash but question, as former banker, benz borrowed money based on contract entered into with city. 4 million in assets purchased. Now as trying to negotiation and settle, doesn't deserve 60 million but is out 4 million and has been performing a service that he is out money. Suggest buying all trucks and blue benz and haul it ourselves. Other alternatives than going to litigation. Volunteer own service to sit down and develop cash flow. Volunteer to work with city and benz to get resolved.
- Connie Anderson – been following this since began, very disconcerting. Would like city council to look at 1) don't understand why if not supposed

to have contract with one company past 30 years why is there a problem with this because have to negotiate. 2) most people would like trash hauled but rates are astronomical. 3) why aren't people actually getting service for utility instead of homeowner. Some renters can't afford the rates, hardship on the owners. Have 3 apartments that went from \$25 per month to \$183. Understand council is under pressure to do something and had to act quickly, but time to look at other options. We can have our own trash company and get other bids. Thank council for all their hard work.

- Tamara Jones – am a renter and getting billed, my landlord doesn't know she has a back bill, I'm picking it up and said I would take care of it. Currently getting double billed. Didn't know about it until came to city hall to get it straight. Benz is carrying past due on a bill I paid with city. Why wasn't I ever informed. No notices. Have still not seen a notice a year after the fact. Seen things posted but never received anything in the mail. Lake Tahoe doesn't charge as much as they do here. Need to be clear and communicate to the general public. Had to take time off from work as personal leave to take care of garbage bill.
- Morgan – were you able to get your information to city
- Tamara – received the form but haven't had time to fill out and submit
- Walt Maurer – few meetings ago council was deliberating whether to pay a portion of bill as requested by benz. Citizen pointed out city had made contract with benz. Now in situation with potential litigation. My view was when council enacted own voluntary policy that benz perceived as breach of contract. What would council have expected benz to do. Agreement was made, city should live up to that agreement. Hope city will look at what has been spent and city needs to honor their agreement. If city had willingness to keep that agreement wouldn't be here now. Contractual agreements.
- Ron Porter – any information released at this time pertaining to the claim?
- Morgan – not at this time
- Brian Waterman – question on July 29 meeting issues of rather agreement the city was obligated to pay commercial. Some concern. Amount at that meeting was \$136k. two motions to pay less the commercial and a motion to pay \$136k less billing errors. Any determination that the city is required to pay commercial? Wondering where that is going.
- Stan Rajtora – agree with some comments. We have contract and need to honor however if it truly does end in December, running out of time to do a good RFP. Suggest start working on a package.
- Closed at 6:18pm
- Keith – statement pertaining to public comment. Please keep in mind all we are considering tonight is the claim that benz has presented us. All council can do tonight is either honor the claim for \$64 million or reject it. Decision tonight does not prohibit the council from pursuing other agreements with benz.

Council will adjourn to closed session.

MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - SPECIAL

Xx/xx/, 2010

Page 3

CLOSED SESSION

GC54956.9(b) Conference With Legal Counsel – Potential Litigation - Benz Sanitation v. City of Ridgecrest - Claim No. 10-09 (as amended)

CITY ATTORNEY REPORTS

- ❖ Closed Session
- ❖ Keith – claim of benz sanitation. Received report. Council voted unanimously to reject the claim.

ADJOURNMENT

Adjourned at 6:29pm

Rachel J. Ford, CMC - City Clerk

This Page Intentionally Left Blank

12

This Page Intentionally Left Blank

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Minutes of the Regular City Council/Redevelopment Agency Meeting of October 6, 2010
PRESENTED BY: Rachel J. Ford, City Clerk
SUMMARY: Draft minutes of the Regular Council/Redevelopment Agency Meeting of October 6, 2010
FISCAL IMPACT: None Reviewed by Finance Director:
ACTION REQUESTED: Approve draft minutes
CITY MANAGER 'S RECOMMENDATION: Action as requested:

Submitted by: Rachel J. Ford
(Rev. 6-12-09)

Action Date: October 20, 2010

This Page Intentionally Left Blank



**MINUTES OF THE REGULAR MEETING OF THE
RIDGECREST CITY COUNCIL AND
RIDGECREST REDEVELOPMENT AGENCY AND**

**City Council Chambers
100 West California Avenue
Ridgecrest, California 93555**

**October 6, 2010
5:30 p.m.**

This meeting was recorded and will be on file in the Office of the City Clerk for a certain period of time from date of approval by City Council/Redevelopment Agency. Meetings are recorded for the purpose of preparation of minutes.

CALL TO ORDER at 5:30pm

ROLL CALL

Council Members Present: Mayor Morgan, Council Member Ron Carter, Tom Wiknich, Chip Holloway, and Jerry Taylor

Staff Present: City Manager Kurt O. Wilson; City Clerk Rachel J. Ford; Other Staff

APPROVAL OF AGENDA

Motion To Approve Agenda Made By Council Member Wiknich , Second By Council Member Carter . Motion Carried By Voice Vote Of 5 Ayes, 0 Nays, 0 Abstain, 0 Absent

CLOSED SESSION PUBLIC COMMENT

- No Member Of Public Made Comments.

CLOSED SESSION – 5:30 p.m.

GC54956.9(b) Conference With Legal Counsel - Anticipated Litigation.
Party: Benz Sanitation, Inc.

REGULAR SESSION – 6:00 p.m.

- ❖ Pledge of Allegiance
- ❖ Invocation

CITY ATTORNEY REPORTS

- ❖ Closed Session
 - Council met to discuss item identified. After report from attorney, council by unanimous consent authorized the attorney office to submit pending disputes to alternative dispute process pursuant to the 1995 franchise agreement with Benz. Does not mean that city is terminating agreement, just alternate
- ❖ Other

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY/FINANCING AUTHORITY
REGULAR**

October 6, 2010

Page 2

- Subsequent to last meeting received written opinion of case Eierman v. Morgan et.al. DTOM filed lawsuit of decision to not call for election was illegal, council did not call for election on initiative because found initiative was not lawful. Written opinion of court upheld council decision in full. We filed a demur which assumes everything said by other party, still have not alleged law was broken. After hearing our reasoning, court agreed and in written order decided DTOM could not continue with lawsuit. Initiative was incomplete and tried to change law without providing the full code. DTOM has right to appeal.

PUBLIC COMMENT

Opened at 6:11pm

- Randy Jenkins – in front of city hall, noticed plaque which reads memory of Ed Colin dedicated to people’s right to know. Near daily independent on Cashmere Lane. About 91 feet of Cashmere Lane where children wait for the school bus, the road is unfit, dangerous and needs attention. Also around la mirage, Cimarron Gardens convinced the bloods and cribs have established in that area, gunshots, police called, drive by shooting, mothers won’t let children play outside for fear of being shot. Also as instance of what can happen, several weeks ago someone said RCPD was out there, called out to rescue a man being beaten by nine gang members. When they arrived was a near riot situation with 60 people with sticks and rocks trying to attach the police officers. As soon as police left the gang members found the man and began beating him again. Police called again. Admire police for their work. Next to draw attention to is regarding the golden handshake given to Pam Hill because of elimination of position in budget cuts. With her going, there is loss of potential revenue, CEQA and maps, needs to be looked at again. Also an article, reference the water ordinance. Controversy over water article read.
- Bob McDermott – few weeks ago was at meet and greet with new city manager, one topic was savings from lighting. As I take morning walk, comment comes to mind was that lights couldn’t be taken out because of circuitry. Suggest putting a dummy bulb. Circuit could continue. Also, possibility of reducing wattage or putting in florescent bulbs.
- Bob Anderson – since now not on mandatory recycling, if you eliminate this does it take us up to paying more money to Benz?
 - Kurt Wilson – if you choose to opt out does it relieve you to making payment to Benz. Short answer is yes but caveat is depending on time of month you turn in the request to opt out. From the point you turn in the paper forward.
 - Bob Anderson – is there a deadline to turn in?
 - Kurt Wilson – no
 - Bob Anderson – how many recycling trucks were purchased for this city
 - Mayor Morgan – we believe 4, you will need to ask Benz

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY/FINANCING AUTHORITY
REGULAR**

October 6, 2010

Page 3

- Council Member Taylor – public comment, not public question and answer. You can ask question but are not able to engage in real time.
- Jack Noyer – number one couldn't attend two meeting the other day, planning commission issue is veterinarian building. Can't afford SPCA rates high and was told people couldn't afford police dogs and other animals needing vet care. Try to induce Dr. Hanna to take one of RDA properties and turn into animal hospital. Administration just sign SBA money, local businesses should pursue some of this money. I have done small business loans; council members Holloway's financial institution also has done some. Next, several items in various budget, have gone back to find out how come not spending as much money on our police dogs. Line items in budget, consent items. Three pages with questions and will address in consent.

Closed at 6:26pm

Mayor Morgan – welcome to students, some of you have forms to sign, come up now for signatures.

PRESENTATIONS

1. **Presentation And Update Report Of American Recovery And Rehabilitation Act (ARRA) Lighting Improvements** **A. Taylor**
 - Ann Taylor gave presentation to council.
 - Kurt Wilson – this is one project council tasked staff to find fund, this also reduces electric bill. With regard to street lights, these are city owned not SCE lights. SCE owns approximately 96% of the city street lights.

DISCUSSION AND OTHER ACTION ITEMS

2. **Authorization To Award A Construction Contract For Construction/Reconstruction Of South Norma Street From Church Avenue To Upjohn Avenue To Bowman Asphalt, Inc.** **Speer**
 - Dennis Speer – gave staff report to council. Purpose construct/reconstruct street with CDBG funds. Outlined the bid process. Based on review, Bowman Asphalt, Inc. was lowest bidder. Recommendation to approve award, authorize City Manager to sign contract, and budget adjustment
 - Mayor Morgan – these are funds city apply for thru kern COG.
 - Dennis Speer – CDBG is administered by county.
 - Mayor Morgan – we apply for funds, get a few but not a bunch
 - Dennis Speer – correct, transportation funds different, these are more limited
 - Mayor Morgan – continue to put in for funds but not always successful.

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY/FINANCING AUTHORITY
REGULAR**

October 6, 2010

Page 4

- Dennis Speer – allocated so much per year, when we get enough to do a project then can move forward. This was a project from last spring, rollover of funds from last year, and this year's allocation and advances two more years allocations.
- Randy Jenkins – ask question of mayor, Mr. Speer said you have taken some funds. Is this a flat bid? Can they add costs that can exceed the cost? Are they going to add things later?
 - Mayor Morgan – cannot add things later.

Motion To Approve Resolution Was Made By Council Member Holloway, Second By Council Member Taylor, Motion Carried By Voice Vote Of 5 Ayes, 0 Nays, 0 Abstain, 0 Absent.

3. Authorization To Submit An Application For Federal Funding Under The Special Appropriations Act Project (SAAP) Grants Identified In The State And Tribal Assistance Grants (STAG) Account Of The Fiscal Year (FY) 2010 Appropriations Act Speer

- Dennis Speer – request to authorize submittal of application for special funding for the purpose to assist with cost of new wastewater facility. Phase I request was signed into law, final amount is 388,000. Matching funds are required. Environmental protection agency is requiring application for disbursement of funds.
- Council Member Holloway – this grant is based on total project cost?
 - Dennis Speer – no, in order to receive funds have to be prepared to match the funds received.
 - Council Member Holloway – actual cost of plat have anything to do with amount?
 - Dennis Speer – no
 - Council Member Holloway – hope we come in under the 46 million dollar mark.
- Jack Noyer – understanding now is wastewater treatment facility is located on base, owned by city and operated by government.
 - Mayor Morgan – we run it, base allows free rent to have on base.
 - Dennis Speer – in exchange for allowing city to be on base and operate, 30% of inflow to plant is from the base.
 - Jack Noyer – based on projected growth, why are we spending 46 million for our own facility? If rent free and everyone paying for usage, where is the 46 million dollar cost.
 - Council Member Taylor – capacity problem
 - Dennis Speer – currently operating at about 71% and will receive notices from environmental at 75%
 - Council Member Taylor – if reach capacity can't allow people to have own connections.

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY/FINANCING AUTHORITY
REGULAR**

October 6, 2010

Page 5

- Mayor Morgan – if you would like to discuss further would be happy to discuss the history.
- Randy Jenkins – how much is our part of potentially 46 million?
 - Mayor Morgan – depends on number of grants we can get at time of construction.
 - Randy Jenkins – when is the building to begin
 - Mayor Morgan – current plant has capacity ok at this time, planning for the future to put project on shelf for when it is necessary. Upgraded the plant already and gained capacity lost over the years because plant had become inefficient. Had to fix and realign the ponds. A lot of money spent to get back into compliance; downturn of residency helped at the time, that trend has changed. Affluent is slowly reaching a point where we were in the early 90's and reaching a point that we may have to expand.
 - Randy Jenkins – can we do same as before rather than build
 - Mayor Morgan – unfortunately plant flow reaches 3 million, Lahontan will ask to see our plan, and we want to be ready for them.
 - Council Member Taylor – navy does not want us to expand facility on their property.
- Dave Matthews – will new plant include any water treatment to reuse the water?
 - Dennis Speer – one reason city has retained firms to prepare study to present to council of various types of treatment including fiduciary treatment.
 - Mayor Morgan – mention purple pipe, separate system to move that water. That will be looked at strongly. Vital interest to community.
 - Council Member Taylor – to save having to build, take shorter showers and flush less.

Motion To Approve Resolution Was Made By Council Member Carter, Second By Council Member Taylor, Motion Carried By Voice Vote.5 Ayes, 0 Nays, 0 Abstain, 0 Absent

CONSENT CALENDAR

4. Update The Federal Drug And Alcohol Testing Policy For The City Of Ridgecrest A. Taylor
5. Approve A Resolution Of The Ridgecrest City Council Announcing Proclamations Prepared For The Month Of October 2010 And Schedule Date Of Presentation Ford
6. Approve Council Expenditure List (DWR) Dated August 27, 2010 In The Amount Of \$381,448.10 Staheli
7. Approve Council Expenditure List (DWR) Dated September 10, 2010 In The Amount Of \$293,462.01 Staheli

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY/FINANCING AUTHORITY
REGULAR**

October 6, 2010

Page 6

8. Approve Council Expenditure List (DWR) Dated September 24, 2010 In The Amount Of \$255,195.27 Staheli
9. Approve Agency Expenditure List (DWR) Dated August 27, 2010 In The Amount Of \$ 134,803.05 Staheli
10. Approve Agency Expenditure List (DWR) Dated September 10, 2010 In The Amount Of \$ 5,678.76 Staheli
11. Approve Agency Expenditure List (DWR) Dated September 24, 2010 In The Amount Of \$ 907.90 Staheli

Items Removed

- Item 6 removed by Jack Noyer

Motion To Approve Consent Calendar With Item 6 Pulled Was Made By Council Member Taylor, Second By Council Member Carter, 5 Ayes, 0 Nays, 0 Abstain, 0 Absent

Item 6 discussion

- Jack Noyer – look at budget and expenditures and lengthy lecture by finance about how does each department know they are within the guidelines. Page 11 Lemieux & O'Neill expenditures. Generally when you gave retainer it was applied to current billing then reduced by hours.
 - Keith Lemieux – retainer that is flat rate for general such as this meeting. Certain items are billed on an hourly or task basis, such as litigation.
 - Jack Noyer – did receive clarification about shredding service. Why don't we use dart?
 - Tyrell Staheli – had problems with how shredding material was being disposed of.
 - Jack Noyer – if not compliant then understand. I did meet with Mr. Ponek who explained page 19 why we had to purchase manure when appears to be abundance in this room on occasion. He did explain it was needed for parks. Wanted to let you know that I am reading the budget. Assume you do go to department heads and get information and updates. You let department heads run the budget, saw a cooking class and some tootsie rolls. Appreciate your time.

Motion to approve item 6 was made by Council Member Wiknich, second by Council Member Taylor, motion carried by voice vote of 5 ayes, 0 nays, 0 abstain, and 0 absent.

COMMITTEES, BOARDS AND COMMISSIONS

Community Development Committee

Member: Steve Morgan, Ron Carter, Eric Kauffman, Jason Patin

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY/FINANCING AUTHORITY
REGULAR**

October 6, 2010

Page 7

Meetings: 1st Thursday of the month at 5:00 p.m.; Council Conference Room

Next meeting October 7, 2010

- Mayor Morgan - Met Thursday, September 9. List from Gary Parsons will be discussed at next few meetings. List to work off of that is flexible on how to use funds in the community. County library was on agenda but major component did not attend. Bring back to following meeting. Old town committee update. Bringing back for budget discussions. Did not receive director's report. Committee is having a meeting tomorrow at 5:00pm upstairs in council conference room. County library and economic development discussion. Directors report.

RACVB

Council Members Chip Holloway, Jerry Taylor

Meetings: 1st Wednesday of the month, 8:00 a.m.

Next meeting November 3, 2010 and location to be announced

- Council Member Holloway - Met this morning. Report read and presented to clerk. Available to public on request. Doug Lueck attended ground breaking ceremony for jawbone station visitor's center, Ridgecrest desert wild flower festival meeting, and advertising articles.

Parks, Recreation and Quality of Life Committee

Members: Ron Carter, Chip Holloway, Craig Porter, Jason Patin

Meetings: 1st Thursday of every even month at 12:00 p.m.; Kerr-McGee Center

Next meeting October 7, 2010

- Council Member Carter - Will meet tomorrow at noon to review project recommendations for the bond.

Youth Advisory Council

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

- Council Member Wiknich – infrastructure will meet Wednesday at 6pm to discuss road projects and engineering project, future schedule. Attended Kern COG, staff made warning about ARRA project invoices, so need to make sure all bills are submitted or won't be paid when funding runs out.
- Council Member Taylor – City Org Committee – meeting Wednesday at 5pm. Discuss alternative to add relief for full time planning position.
- Mayor Morgan – 4 council members attended league of California cities annual conference. Listed some seminars attended. Received information on greenhouse gasses, planning, and blueprint processes in changing AB32 and

MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY/FINANCING AUTHORITY REGULAR

October 6, 2010

Page 8

SB35. Staff can attend webinars on these. Seven step marketing program brought back for staff. Council members spent time in the exhibit center speaking to businesses such as waste management, bonds, and rubberized asphalt, concrete where water seeps thru and not pool for high flood areas, one that I found intriguing considering a public private service for library. Company willing to come give us a presentation. Solar field ground breaking today. Company has flash cam system, security system for the solar field, senses movement and takes pictures of anyone in the area. Could be of interest to us. City lighting generic information but have a catalog from one of these companies. Other financial companies we talked to, spoke with eCivis about grants.

- Council Member Taylor – add camera comment, does a verbal deterrent by speaking to person in the illegal area. Looked at demonstration on improving cross walks, safe routes to school, LED technology. Water presentation done by Rain Bird gave insight to AB181 geared toward large turf owners like school and heritage. Also attended joint meeting with water district, planning commission reviewing their own version of water ordinance new version will allow small amount of turf in new construction and limitations in rear turf. Spirit of Cal-Green building code coming. Was on administrative services committee with league of California cities. Not addressing diversity of small cities, large cities had vote.
- Mayor Morgan – one major resolution forwarded by desert mountain division and championed by revenue and taxation policy. Resolution to defer action on bills, several committees put forward resolution expressing league needed to state AB 32 and SB 35 needed to be suspended. What this means to Ridgecrest is they would expect us, if we rehab balsam street, to have a housing element on top of the buildings. Builders would not pencil out. We asked these be suspended, look at and define costs better. Three committees with amendment approved the suspension but when board took action, were blown off, happened second time. New league president is from Modesto, his theme is cities helping cities. Won't let them forget.
- Council Member Taylor – political dividing line is changing to coastal v inland. High density v. low density.

PUBLIC COMMENT

Opened at 7:16pm

- Robert Eierman – city attorney, council voted unanimously to ask for independent arbitrator. Seems you forgot one step. Only time you may do that is when city has found contractor in default on the agreement. Is cart before the horse or is contract in default
 - Mayor Morgan – disagreement between city and contractor
 - Robert Eierman – doesn't cut it, doesn't say you have disagreement. Your saying you have not found contractor in default
 - Mayor Morgan – you are trying to corner me.
 - Robert Eierman – no I'm not, just want to know if you have found contractor in default

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY/FINANCING AUTHORITY
REGULAR**

October 6, 2010

Page 9

- Kurt Wilson – asking for legal opinion, best to let the attorney discuss.
- Dave Matthews – was informed this afternoon that the historical society met earlier today and has decided they want to move the old school house building out of Helmer's park.
 - Mayor Morgan – going to have an update about that subject
 - Dave Matthews – occurred to me, when I inquired about project being put over there, was informed building would not be an interference. Still believe is city's responsibility because that park is part of the heritage of city of Ridgecrest regardless of the school building. Was pointed out at historical society meeting that many of us have memories of that park because it was the only park in town when the city was incorporated. Begun to realize that city has been lacking in preserving some of its history. Understand that most of previous city council has been photographed and are in storage but a lot of things besides minutes that go along with preserving history. Will bring up in quality of life committee meeting tomorrow. Also want to mention speed reduction report. Stopped by security engineering a couple days ago and parked on the street. When I was leaving, was amazed at how fast traffic was moving in 25 mph zone suggest RCPD patrol more.
- Odessa Newman-Staples – wearing vice president of democratic club in Ridgecrest, opportunity to invite candidates and public to forum Saturday October 16th at 11am at Sizzler. All candidates welcome to attend, discuss your plans and why you are running.
- Ray Peters – Ridgecrest resident. 45 years in construction industry, 22 years in Navy. Trying to stir up public interest in helping the country's economic. Done some writings and trying to get people to open their eyes. Cost of construction permits in Ridgecrest. Letter regarding economic and employment problems and how getting building industry back on its feet. We are complacent in Ridgecrest because naval station is supporting area so heavily. Retired from the station, feel strongly the economic situation and employment situation we are in can be greatly reduced by getting housing industry back on its feet. A one-man crusade to do this, not a Politian or party-man, but conservatives I see talk about quit spending money. Not completely against that but put the money where it can do more good. Fail to understand why politicians can't see that. Solution to economic and employment problems, say how you are going to do it, offer a suggestion. Trying to get people interested and give a solution. Have 45 years experience in construction. Know back in the 90's we had problems and utilities lowered their fees, but a lot of other areas we can help by improving construction and giving jobs. Politicians can't see the forest for the trees. Trying to get food for thought out there and hopefully stir up some thoughts that this might work. Spoke on employee Francie Lewis, great employee willing to bend over backwards to help everybody. You can't convince me that there isn't anybody that isn't affected by the housing industry. Everybody is affected by the housing industry.
 - Mayor Morgan – are you going to present a copy of the document

MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY/FINANCING AUTHORITY REGULAR

October 6, 2010

Page 10

CITY MANAGER/EXECUTIVE DIRECTOR REPORTS

- Announced special meeting on October 12 for trash workshop. Planning the same concept for budget workshops later this year.
- State of the City address to let people know other things that go on in the city.
- State budget update – floor vote scheduled for tomorrow, could have budget in place by early next week.
- Schoolhouse – historical society met today, concept of removing old schoolhouse, Mr. Bradley made several attempts to find location, historical society indicated interest. They have come to the point of voting to say they want the building, optimistic plans will be final in the next 48 hours.

MAYOR AND COUNCIL COMMENTS

- Mayor Morgan – one thing mentioned in league of California cities discussion, don't understand or was not aware of. Over the years, most communities own their lighting systems. Purchased from electric companies. They didn't understand our problem; we can't just go change a light because we don't own them. Maybe in future can begin changing this. Other thing will mention is we received report from city attorney. When council members are accused of lying, violating your rights to vote, or not allowing initiatives on ballot. Council now has a court document that says we were right, they have nothing.
- Council Member Carter – thanked candidate and invite them to two forums. Hope they participate. Anything our candidates can do to get their message out we would appreciate. Everybody have a great weekend.
- Council Member Wiknich – motocross this past weekend, volunteered with PACT. Well organized event, everything went well, enjoyed helping out. Also bring to council attention, cut a water line to go to Trona. Example of one thing we hear a lot about, when water district cuts pavement for water line, usually not a good patch but whoever did the patch across California Street did excellent job. Hope they continue with that patch thru civic center.
- Council Member Holloway – want to touch a little on trip to San Diego league conference. Mayor of city of Barstow is trying to create film commission and trying to compete with Ridgecrest. Tired of hearing how good they are. Was quite stunning to me to get that interaction. Our film commission doing incredible job. Think about the area of Barstow, could you simulate things there like in Ridgecrest. We are a film friendly community and have we established groundwork to build the RACVB up. Want to congratulate everyone who participates, especially BLM. Also alternative energy projects, we tested the water then pulled back, encourage us to explore a utility district in our community. Cost opposed to revenue we could generate, opportunity will be incredible. We have to create a new revenue source and utility district could help. State is trying to eliminate but need to look at. Other thing saw at league is surplus property in city and brought up the idea to put it on eBay. One booth at league is called government deals; they put the package together and sell it for

**MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY/FINANCING AUTHORITY
REGULAR**

October 6, 2010

Page 11

us. Prop 22 on November 2 ballot. Cities have escaped budget but if prop 22 needs yes vote.

- Council Member Taylor – interesting what Mr. Peters brought up, award winner in economic development was a city that cut fee structure and had growth in the city. This is challenging agenda but encourage as a discussion item. Reason fees like these were established were increased needs in sewer and other utilities. Pavement management system has been funded, will be surveying every street in Ridgecrest, looking forward to final report. Water district update. New technology viewed for smart watering. Every well owner in valley is seeing water levels go down. Military banner program, met last week, rotary club meeting next week. Will be happening soon. One agenda item in public comment, intent of splitting public comment was to give people opportunity to speak not to have two public comments. Apologize for my comments; this is your opportunity to tell us what is wrong, not a time for debate. Is frustrating and becomes cumbersome.
- Mayor Morgan – City Manager just passed budget package, additional copies available. Final comment that has been thru it before and had campaign signs stolen, destroyed, burned. If you see anyone messing with campaign signs, call us. Have a great night.

ADJOURNMENT – 7:55pm

Rachel J. Ford, CMC - City Clerk

This Page Intentionally Left Blank

This Page Intentionally Left Blank

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Expenditure Approval List (DWR) as of 10/05/2010
PRESENTED BY: W. Tyrell Staheli
SUMMARY: Attached is the Expenditure Approval List (DWR), for 10/05/2010: Total Disbursed: \$175.00
FISCAL IMPACT: Total Disbursed: \$175.00 Reviewed by Finance Director
ACTION REQUESTED: Receive and file as presented.
CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION: Action as requested:

Submitted by: Kelly Brewton

Action Date: 10/20/2010

(Rev. 6/12/09)

This Page Intentionally Left Blank

BANK: 02

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE	VOUCHER	P.O.			DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO							AMOUNT
0003025	00	KERN COUNTY AIR POLLUTION CONTROL							
10/09/10		000216		02	10/05/2010	018-4191-419.21-09	ND/KW/PERMIT FOR DEMO	175.00	
							VENDOR TOTAL *	175.00	
				02	UNION BANK-GENERAL CHECKING		BANK TOTAL *	175.00	
							TOTAL EXPENDITURES ****	175.00	
							GRAND TOTAL *****		175.00

This Page Intentionally Left Blank

This Page Intentionally Left Blank

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Expenditure Approval List (DWR) as of 10/08/2010
PRESENTED BY: W. Tyrell Staheli
SUMMARY: Attached is the Expenditure Approval List (DWR), for 10/08/2010: Total Disbursed: \$133,228.21
FISCAL IMPACT: Total Disbursed: \$133,228.21 Reviewed by Finance Director
ACTION REQUESTED: Receive and file as presented.
CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION: Action as requested:

Submitted by: Kelly Brewton

Action Date: 10/20/2010

(Rev. 6/12/09)

This Page Intentionally Left Blank

BANK: 02

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000859	00	ALTAONE FEDERAL CREDIT UNION						
PPE 10/03/10	PR1008		02	10/08/2010	001-0000-218.03-02	PPE 10/03/10 PEAR DUES	1,429.00	
						VENDOR TOTAL *	1,429.00	
0003509	00	AMERIPRIDE						
2100046890	000202		02	10/08/2010	002-4340-434.28-05	ST/EC/UNIFORM CLEANING	47.75	
2100048728	000202		02	10/08/2010	002-4340-434.28-05	ST/EC/UNIFORM CLEANING	47.75	
2100050573	000202		02	10/08/2010	002-4340-434.28-05	ST/EC/UNIFORM CLEANING	40.99	
2100048328	000202		02	10/08/2010	005-4554-455.28-05	WW/JB/UNIFORM CLEANING	41.66	
2100046891	000202		02	10/08/2010	140-6710-671.28-05	PW/EC/UNIFORM CLEANING	292.85	
2100050574	000202		02	10/08/2010	140-6710-671.28-05	PW/EC/UNIFORM CLEANING	19.80	
2100048729	000202		02	10/08/2010	140-6710-671.28-05	PW/EC/UNIFORM CLEANING	138.59	
						VENDOR TOTAL *	629.39	
0005645	00	ANDERSON, MICHAEL						
9/15-09/23/10	000202		02	10/08/2010	001-4620-462.28-15	PR/JP/SOFTBALL OFFICIAL	72.00	
						VENDOR TOTAL *	72.00	
0005219	00	ARMSTRONG SMALL ENGINE REPAIR						
2138	000202		02	10/08/2010	005-4554-455.32-04	WW/JH/REPAIR MOWER	40.00	
						VENDOR TOTAL *	40.00	
0005266	00	ASPEN UNIVERSITY, LLC						
21135	000202		02	10/08/2010	111-6119-619.29-04	MIS/CB/EDU TUITION-BRADLY	675.00	
						VENDOR TOTAL *	675.00	
0001830	00	BERCHTOLD EQUIPMENT CO.						
PC81990	000202		02	10/08/2010	140-6710-671.35-10	PW/EC/CLIP, SPRIN R289	7.44	
						VENDOR TOTAL *	7.44	
0000153	00	BUD EYRE CHEVROLET-TOYOTA						
CVW93868	000202		02	10/08/2010	140-6710-671.35-10	PW/EC/COVER, R350	7.96	
						VENDOR TOTAL *	7.96	
0004623	00	BURTCH CONSTRUCTION						
15464	PI0151 006309		02	10/08/2010	002-4340-434.32-05	1400 GALS CRS-2	4,380.00	
						VENDOR TOTAL *	4,380.00	
0004882	00	CA TRANSPORT REFRIGERATION, INC.						
36974	000202		02	10/08/2010	140-6710-671.35-10	PW/EC/ALTERNATOR R282	944.40	
						VENDOR TOTAL *	944.40	
0000291	00	CAL SUN POOLS						
8379	000202		02	10/08/2010	001-4630-463.37-01	PR/JP/2-53 GAL DRUM ACID	441.76	
						VENDOR TOTAL *	441.76	
0000227	00	CAMPBELL HEATING & AIR COND.						
25331	000202		02	10/08/2010	001-4630-463.23-03	PR/JP/DEFROST FREEZER	212.50	
25325	000202		02	10/08/2010	130-6510-651.23-04	CH/JP/REPAIR EXHAUST FANS	709.00	

BANK: 02

VEND NO	SEQ#	VENDOR NAME							EFT OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0000227	00	CAMPBELL HEATING & AIR COND.							
						VENDOR TOTAL *		921.50	
0009999	00	CATLIN, ERIC							
2825/1238	000229		02	10/08/2010	001-0000-220.07-00	PR/JP/RFND RM DEP-CATLIN		150.00	
						VENDOR TOTAL *		150.00	
0001664	00	CDW GOVERNMENT INC.							
TTP2666	000202		02	10/08/2010	111-6119-619.41-25	MIS/CB/COMPUTRACE DATA		578.06	
TVG0115	PI0157	006479	02	10/08/2010	111-6119-619.41-25	PROCESSORS&HARD DRIVES		4,424.00	
TVN1553	PI0158	006479	02	10/08/2010	111-6119-619.41-25	PROCESSOR & BRACKETS		870.26	
TVV4589	PI0159	006479	02	10/08/2010	111-6119-619.41-25	MEMORY		989.92	
TWD2546	PI0160	006479	02	10/08/2010	111-6119-619.41-25	PROCESSOR		1,806.41	
						VENDOR TOTAL *		8,668.65	
0005233	00	CENTRAL SANITARY SUPPLY							
9520752	000202		02	10/08/2010	001-4630-463.33-01	PR/JP/PAD DRVR W/CLUTCH		104.76	
						VENDOR TOTAL *		104.76	
0004286	00	CHEMSEARCH DIVISION							
774049	000202		02	10/08/2010	005-4554-455.35-01	WW/JH/MAXI-LUBE		412.37	
						VENDOR TOTAL *		412.37	
0001671	00	CLINICAL LAB. OF SN BERNARDINO							
910073	PI0152	006397	02	10/08/2010	005-4554-455.21-04	AUG10 LAB SERVICES		380.00	
						VENDOR TOTAL *		380.00	
0003904	00	COFFEE BREAK SERVICE							
SEP2637	000202		02	10/08/2010	001-4199-419.29-09	ND/EP/SEP10 WTR CLR RENT		200.00	
						VENDOR TOTAL *		200.00	
0002980	00	COLONIAL LIFE AND ACC. INS							
OCT10 PRE-TAX	PR1008		02	10/08/2010	001-0000-218.30-00	OCT10 PREMIUM PRE-TAX		511.28	
OCT10-POST-TAX	PR1008		02	10/08/2010	001-0000-218.31-00	OCT10 PREMIUM POST-TAX		198.72	
						VENDOR TOTAL *		710.00	
0000334	00	CRANES WASTE OIL							
103033	000202		02	10/08/2010	140-6710-671.22-04	PW/EC/OIL DISPOSAL		65.00	
103185	000202		02	10/08/2010	140-6710-671.22-04	PW/EC/OIL FILTER DISPOSAL		85.00	
						VENDOR TOTAL *		150.00	
0000354	00	DAILY INDEPENDENT							
18394	000204		02	10/08/2010	113-6118-618.26-04	HR/KG/AD- CULTURAL AFFAIR		261.61	
						VENDOR TOTAL *		261.61	
0003886	00	DESERT AREA RESOURCES AND TRAINING							
13329	000204		02	10/08/2010	001-4199-419.29-09	CD/JM/RECYCLING AUG10		240.00	
						VENDOR TOTAL *		240.00	

BANK: 02

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000396	00	DESERT INDUSTRIAL SUPPLY						
653669	000204		02	10/08/2010	002-4340-434.23-04	ST/EC/VALVES,NIPPLES,CPLG	158.47	
							VENDOR TOTAL *	158.47
0000403	00	DESERT SPORT CENTER, INC.						
64525	000204		02	10/08/2010	001-4630-463.32-01	PR/JP/TIRE SEALENT	18.35	
64496	000204		02	10/08/2010	001-4630-463.32-03	PR/JP/PULL START HANDLE	7.52	
64342	000204		02	10/08/2010	140-6710-671.35-10	PW/EC/OIL FILTERS R356	19.38	
64524	000204		02	10/08/2010	140-6710-671.35-10	PW/EC/SPARK PLUG, AIR FTR	29.00	
							VENDOR TOTAL *	74.25
0002981	00	DR. DANIEL MALLORY O.D.						
PPE 10/03/10	PR1008		02	10/08/2010	001-0000-218.08-00	PPE 10/03/10 VISION	65.99	
							VENDOR TOTAL *	65.99
0004492	00	DYSART, CHRISTOPHER						
8/25-08/28/10	000204		02	10/08/2010	001-0000-115.02-10	PD/RS/CLR TA-CRPOA	130.00-	
8/25-08/28/10	000204		02	10/08/2010	001-4210-421.25-01	PD/RS/CLR TA-CRPOA	307.00	
							VENDOR TOTAL *	177.00
0004981	00	FASTENAL COMPANY						
CARID52426	000204		02	10/08/2010	005-4554-455.38-04	WW/JH/RESPIRATR	24.89	
CARID52521	000204		02	10/08/2010	005-4554-455.31-01	WW/JH/COMB WRNCH	34.60	
							VENDOR TOTAL *	59.49
0000478	00	FEDERAL EXPRESS CORP.						
721339567	000204		02	10/08/2010	001-4210-421.25-03	PD/RS/DOCS TO OTS	24.46	
723697722	000205		02	10/08/2010	111-6119-619.25-03	MIS/CB/DOCS TO ENVIRO LAB	44.94	
723697722	000204		02	10/08/2010	113-6010-601.25-03	CC/EP/DOCS TO R CARTER	18.73	
							VENDOR TOTAL *	88.13
0004156	00	FOLD-A-GOAL						
60913A	000205		02	10/08/2010	001-4620-462.36-01	PR/JP/CORNER FLAGS	197.80	
							VENDOR TOTAL *	197.80
0002804	00	GIBBS, CHRIS						
9/22-09/29/10	000205		02	10/08/2010	001-4620-462.28-15	PR/JP/SOFTBALL OFFICIAL	33.00	
							VENDOR TOTAL *	33.00
0002904	00	GOLDEN STATE SUPPLY						
9251135149	000205		02	10/08/2010	001-4630-463.32-01	PR/JP/NON-CHLO BRKLN,OIL	92.10	
9251134786	000205		02	10/08/2010	001-4630-463.32-03	PR/JP/CABLE, BATTERIES	114.29	
9251134802	000205		02	10/08/2010	140-6710-671.31-01	PW/EC/WLDNG RD,BRUSH	84.29	
9251135002	000205		02	10/08/2010	140-6710-671.35-10	PW/EC/RPR KIT,OIL, SWITH	33.48	
							VENDOR TOTAL *	324.16
0001593	00	HACH COMPANY						
6896888	000207		02	10/08/2010	005-4554-455.37-01	WW/JB/POTASSIUM HYDROXIDE	22.24	
							VENDOR TOTAL *	22.24

PROGRAM: GM339L

AS OF: 10/08/2010 CHECK DATE: 10/08/2010

CITY OF RIDGECREST

UNION BANK-GENERAL CHECKING

BANK: 02

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005658	00	HEATHER STONE MEDICAL GROUP						
9/08/10	000208		02	10/08/2010	113-6118-618.21-04	HR/KG/DOT PHYSICAL	90.00	
5/28/10	000208		02	10/08/2010	113-6118-618.21-04	HR/KG/DOT PHYSICAL	90.00	
VENDOR TOTAL *							180.00	
0004447	00	HELT ENGINEERING, INC.						
10378	PI0147	006400	02	10/08/2010	018-4760-430.21-06	WRK PRFMD 08/16-08/31/10	455.00	
10377	PI0148	006506	02	10/08/2010	018-4760-430.46-01	WRK PRFMD 08/16-08/31/10	1,347.51	
10379	PI0149	006507	02	10/08/2010	018-4760-430.46-01	WRK PRFMD 08/16-08/31/10	1,437.50	
10376	PI0150	006509	02	10/08/2010	018-4760-430.46-01	WRK PRFMD 08/16-08/31/10	415.00	
VENDOR TOTAL *							3,655.01	
0003383	00	HOBART SERVICE						
461136622	000208		02	10/08/2010	001-4630-463.23-03	PR/JP/REPLACE DOOR SWITCH	370.20	
VENDOR TOTAL *							370.20	
0004931	00	HOME DEPOT CREDIT SERVICES						
2997478	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/EVERGREEN	9.72	
7014743	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/BUG SPRAY	7.73	
7998209	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/GFCI OUTLET	15.69	
7998241	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/PVC BUSH	10.39	
7998247	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/PEPIPE,CPLNG	11.55	
6998442	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/EYEWEAR,BUCK	17.22	
6998481	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/BR5LED3HL	16.21	
5998613	000223		02	10/08/2010	001-4630-463.31-01	PR/JP/HOG PLIERS	15.10	
5143586	000223		02	10/08/2010	001-4630-463.31-01	PR/JP/RTRN HOG PLIERS	15.10	
5998609	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/CHISEL SET	24.81	
5998631	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/TOILET SEAT	8.16	
4015195	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/RUG,HOLE SAW	73.38	
4998915	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/PRIMER	16.22	
9015711	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/BUCKET, SPRAY,BRUSH	45.85	
9015719	000223		02	10/08/2010	001-4630-463.32-04	PR/JP/CPLR, MASTER KEY	8.81	
4998788	000223		02	10/08/2010	001-4720-410.23-03	PW/DS/PAINT,TAPE	26.52	
14427	000223		02	10/08/2010	005-4554-455.32-04	WW/JH/CPLNG,HOE,WLDBRK	53.96	
9997961	000223		02	10/08/2010	005-4554-455.31-01	WW/JH/PLIRS,RATCHET,MOP	79.37	
7998259	000223		02	10/08/2010	005-4554-455.31-01	WW/JH/BOW HACK,HAMMER	19.43	
6014819	000223		02	10/08/2010	005-4554-455.33-01	WW/JH/RAT TRAPS	16.78	
6014883	000223		02	10/08/2010	005-4554-455.31-01	WW/JH/SANDER,DISC	52.98	
6998438	000223		02	10/08/2010	005-4554-455.32-04	WW/JH/PAINT & SUPPLIES	219.89	
5097630	000223		02	10/08/2010	005-4554-455.32-04	WW/JH/5" DISC	9.71	
7995022	000223		02	10/08/2010	111-6119-619.31-01	MIS/CB/RH#20, KEY	5.76	
7104550	000223		02	10/08/2010	130-6510-651.32-04	CH/JP/GAZEBO LIGHTING	36.77	
6014827	000223		02	10/08/2010	130-6510-651.32-04	CH/JP/PVC SAW,PRIMR,TAPE	47.47	
6104610	000223		02	10/08/2010	130-6510-651.32-04	CH/JP/75FT HOSE	46.52	
6104624	000223		02	10/08/2010	130-6510-651.32-04	CH/JP/DRILL HMR,BALL VLV	38.24	
5021433	000223		02	10/08/2010	130-6510-651.32-04	CH/JP/CPL,ADPTR,BIBB,CPLG	16.56	
8015821	000223		02	10/08/2010	130-6510-651.32-04	CH/JP/HANGING TOOL,TAPE	32.68	
VENDOR TOTAL *							968.38	

PROGRAM: GM339L

AS OF: 10/08/2010 CHECK DATE: 10/08/2010

CITY OF RIDGECREST

UNION BANK-GENERAL CHECKING

BANK: 02

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000642	00	ICMA RETIREMENT TRUST-457						
PPE 10/03/10	PR1008		02	10/08/2010	001-0000-218.10-02	PPE 10/03/10 DEF COMP	7,248.20	
VENDOR TOTAL *							7,248.20	
0004724	00	INCONTACT, INC						
122898505	000208		02	10/08/2010	130-6510-651.26-03	CH/JP/08/15-09/15/10 SRVS	285.58	
VENDOR TOTAL *							285.58	
0001571	00	INYO LEASING, INC.						
610220	000225		02	10/08/2010	005-4552-455.32-01	WW/JH/FIBERGLASS RPR KIT	19.47	
610071	000225		02	10/08/2010	005-4554-455.35-01	WW/JH/PTEX SUPERBOND SM	3.78	
609112	000225		02	10/08/2010	005-4554-455.32-01	WW/JB/GLASS CLEANER	9.72	
608905	000225		02	10/08/2010	005-4554-455.32-01	WW/JB/SUPER PROTCTR,CLNR	11.34	
608628	000225		02	10/08/2010	005-4556-455.35-01	WW/JB/OIL, FUEL LINE HOSE	106.58	
604285	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/CORE	29.23	
603443	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/RADTR HOSE,THRMSTAT	67.16	
604070	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/DISC BRAKE PADS	82.68	
604072	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/BRAKE PADS	170.80	
604142	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/BRAKE PADS	104.52	
604209	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/TURN ROTORS	140.00	
604366	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/GAS CAP	15.69	
606389	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/OIL FLTR,FUEL FLTRS	51.53	
607146	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/SOLENOID,RLY,CNTR	62.21	
608270	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/AIR SPRINGS, R244	163.45	
607542	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/CONNCRS, CBL TIES	88.10	
607543	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/GL BLAC	5.94	
607598	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/AIR COMPRESSOR&KIT	424.69	
607650	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/AIR CMMPRSSRW/CLTCH	461.98	
607638	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/FREON DYE	142.76	
607639	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/GEAR OIL R291	297.69	
608278	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/OIL SEAL R300	24.89	
608371	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/AIR SPRING R244	163.45	
608488	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/HUB ASSY KIT R283	353.02	
608972	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/BALL JOINT,SHOCK	258.40	
608894	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/RTRN OIL SEAL	24.89	
609015	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/OIL SEAL	12.76	
609030	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/TORQUE ROD R244	402.53	
609291	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/BRAKE PADS,ROTOR	290.45	
609438	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/OIL FILTER R130	7.17	
609573	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/AIR CMMPRSSR,VLV	478.41	
609848	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/CHEMICAL R289	10.23	
609880	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/ALTERNATOR BEARING	38.20	
610785	000225		02	10/08/2010	140-6710-671.35-10	PW/EC/RADIATOR,CNDSR,FAN	583.98	
VENDOR TOTAL *							5,057.92	
0000398	00	JIM CHARLON FORD, INC.						
FOR30446	000208		02	10/08/2010	140-6710-671.35-10	PW/EC/HANDLE	28.06	
FOR30517	000208		02	10/08/2010	140-6710-671.35-10	PW/EC/SUPPORT RADI R310	56.28	
FOCS82036	000208		02	10/08/2010	140-6710-671.35-10	PW/EC/CNVRTR ASY R311	927.11	

BANK: 02

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE	VOUCHER	P.O.			DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO							AMOUNT
0000398	00	JIM CHARLON FORD, INC.							
FOR29874	000208			02	10/08/2010	140-6710-671.35-10	PW/EC/BRACKET R300	42.40	
FOR30396	000208			02	10/08/2010	140-6710-671.35-10	PW/EC/TANK ASY R300	100.81	
FOR30388	000208			02	10/08/2010	140-6710-671.35-10	PW/EC/TANK ASY R300	67.08	
FOR30366	000208			02	10/08/2010	140-6710-671.35-10	PW/EC/CONDENSER ASY,SHFT	863.94	
VENDOR TOTAL *								2,085.68	
0002989	00	JUDICIAL DATA SYSTEMS CORP							
492	000208			02	10/08/2010	001-4210-421.21-09	PD/RS/AUG10 PARKING CITES	100.00	
VENDOR TOTAL *								100.00	
0005485	00	KELLY EQUIPMENT							
26554	000208			02	10/08/2010	140-6710-671.35-10	PW/EC/SENDER TACH R343	109.86	
VENDOR TOTAL *								109.86	
0003916	00	KERN COUNTY BUILDING INSP DEPT							
1611IN	PI0146	006022		02	10/08/2010	001-4430-443.21-09	2007&2008 PERMIT FEES	52,940.86	
VENDOR TOTAL *								52,940.86	
0002748	00	KERN COUNTY WASTE MGMT DEPT							
40756614	000208			02	10/08/2010	001-4630-463.22-04	PR/JP/SEP PRUNIN	2.63	
40756748	000208			02	10/08/2010	001-4630-463.22-04	PR/JP/GREEN WASTE UNTARPD	9.46	
VENDOR TOTAL *								12.09	
0000779	00	LEDBETTER, JIM							
9/15-09/23/10	000208			02	10/08/2010	001-4620-462.28-15	PR/JP/SOFTBALL OFFICIAL	192.00	
VENDOR TOTAL *								192.00	
0000784	00	LEMIEUX & O'NEIL A PROFESSIONA							
SEP10	PI0163	006523		02	10/08/2010	113-6040-604.21-03	SEP10 CITY RETAINER	7,000.00	
VENDOR TOTAL *								7,000.00	
0000785	00	LIEBERT CASSIDY WHITMORE							
121668	000208			02	10/08/2010	113-6118-618.21-07	AD/KW/SRVS THRU 8/31/10	2,671.50	
VENDOR TOTAL *								2,671.50	
0003329	00	MCI COMM SERVICE							
7N987884SEP10	000210			02	10/08/2010	001-4210-421.26-03	PD/RS/STMNT END 09/19/10	24.45	
VENDOR TOTAL *								24.45	
0003369	00	MEDIACOM CALIFORNIA LLC							
294225SEP10	000212			02	10/08/2010	111-6119-619.26-01	MIS/CB/09/16-10/15/10 SRS	130.30	
VENDOR TOTAL *								130.30	
0009999	00	MEDICAL SUPPORT LOS ANGELES							
10638	OL			02	10/08/2010	001-0000-215.01-00	RFND OVRPYMNT OL 10-10256	84.00	
VENDOR TOTAL *								84.00	
0005098	00	MEINERT'S INDUSTRIAL							

BANK: 02

VEND NO	SEQ#	VENDOR NAME						EFT OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0005098	00	MEINERT'S INDUSTRIAL						
6292A	000212		02	10/08/2010	005-4554-455.32-09	WW/JB/CRIMP WIRE	49.05	
6295A	000212		02	10/08/2010	005-4554-455.31-01	WW/JH/COMBO WRENCH	17.40	
6274A	000212		02	10/08/2010	140-6710-671.35-10	PW/EC/WIRE,MTFXREEL	118.69	
6301A	000212		02	10/08/2010	140-6710-671.31-01	PW/EC/STEAM HOSE,CPLR	203.53	
						VENDOR TOTAL *	388.67	
0005254	00	METROPOLITAN LIFE INSURANCE COMPANY						
OCT10 METLIFE	PR1008		02	10/08/2010	001-0000-218.04-03	OCT10 PREMIUM METLIFE	1,799.13	
						VENDOR TOTAL *	1,799.13	
0003577	00	MILLER, JENNIFER						
9/15-09/23/10	000212		02	10/08/2010	001-4620-462.28-15	PR/JP/SOFTBALL OFFICIAL	72.00	
						VENDOR TOTAL *	72.00	
0000840	00	MODERN TROPHY/STUFF ON SHIRTS						
100240	000212		02	10/08/2010	001-4620-462.36-01	PR/JP/PLAQUES,TROPHY	134.45	
						VENDOR TOTAL *	134.45	
0005046	00	MOJAVE DESERT BANK						
44200274OCT10	PI0165	006500	02	10/08/2010	900-4630-463.51-01	PYMNT 56OF81ROOF RPR	3,285.63	
44200274OCT10	PI0166	006500	02	10/08/2010	900-4630-463.52-01	PYMNT 56OF81ROOF RPR	528.50	
						VENDOR TOTAL *	3,814.13	
0003079	00	MOORE WALLACE						
224485160	000212		02	10/08/2010	001-4210-421.29-05	PD/RS/PROP EVIDENCE FORMS	193.59	
						VENDOR TOTAL *	193.59	
0001403	00	MOTION TIRE & WHEEL						
105937	000212		02	10/08/2010	005-4554-455.32-01	WW/JB/TIRE REPAIR R347	20.00	
106069	000212		02	10/08/2010	140-6710-671.35-10	PW/EC/TIRE REPAIR	10.00	
105724	000212		02	10/08/2010	140-6710-671.35-10	PW/EC/TIRE REPAIRS	82.27	
105919	000212		02	10/08/2010	140-6710-671.35-10	PW/EC/BALANCE	60.00	
106117	000212		02	10/08/2010	140-6710-671.35-10	PW/EC/BATTERY R331	129.85	
						VENDOR TOTAL *	302.12	
0005587	00	MOTOR COP SHOP, INC.						
6318	000212		02	10/08/2010	001-4210-421.41-58	PR/RS/HELMETS	1,021.90	
						VENDOR TOTAL *	1,021.90	
0004471	00	MUNISERVICES, LLC						
22872	000212		02	10/08/2010	001-4150-415.21-09	FN/WS/TAX QTR END 3/31/10	769.22	
						VENDOR TOTAL *	769.22	
0001939	00	MYERS, MICHAEL						
10/13-10/16/10	000212		02	10/08/2010	001-0000-115.02-10	PD/HR/TA SLI	175.00	
						VENDOR TOTAL *	175.00	
0001729	00	NELSON'S AUTOMOTIVE INC						

BANK: 02

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001729	00	NELSON'S AUTOMOTIVE INC						
85767	000212		02	10/08/2010	140-6710-671.35-10	PW/EC/ABS LGT, SMOG R264	209.95	
						VENDOR TOTAL *	209.95	
0005005	00	NEWCO DISTRIBUTORS, INC.						
950928	000212		02	10/08/2010	001-4210-421.33-01	PD/RS/CAT LITTER	518.77	
						VENDOR TOTAL *	518.77	
0005752	00	O'REILLY AUTO PARTS						
2846122347	000212		02	10/08/2010	005-4552-455.32-01	WW/JH/BATTERY	67.98	
2846122030	000212		02	10/08/2010	005-4554-455.35-01	WW/JH/OIL, FILTER	46.96	
2846120975	000212		02	10/08/2010	005-4554-455.31-01	WW/JB/GAS CAN	11.90	
2846120677	000212		02	10/08/2010	111-6119-619.31-01	MIS/CB/AIR FRESHNER	4.32	
2846120676	000213		02	10/08/2010	111-6119-619.31-01	MIS/CB/WPR BLDS, SEAT CVR	50.46	
						VENDOR TOTAL *	181.62	
0004039	00	OGDEN BENEFITS ADMINISTRATION, INC						
OCT10 ADMN FEE	PR1008		02	10/08/2010	001-0000-218.07-03	OCT10 DENTAL ADMN FEES	440.00	
						VENDOR TOTAL *	440.00	
0002268	00	PARS TRUSTEE						
PPE 10/03/10	PR1008		02	10/08/2010	001-0000-218.01-02	PPE 10/03/10 PARS	519.66	
						VENDOR TOTAL *	519.66	
0001393	00	PEARSON'S AUTO WRECKING & TOWING						
32842	000214		02	10/08/2010	140-6710-671.35-10	PW/EC/TAIL LIGHT R 290	81.19	
						VENDOR TOTAL *	81.19	
0005769	00	PEINADO, JOSIE						
9/27/10	000214		02	10/08/2010	130-6510-651.32-04	PR/JP/REIMB PURCHASE	40.56	
						VENDOR TOTAL *	40.56	
0009999	00	PETERSON, DANIEL						
3053	000214		02	10/08/2010	001-0000-367.22-12	PD/RS/REIMB LIFE SCAN FEE	32.00	
						VENDOR TOTAL *	32.00	
0004620	00	PORAC						
203029994THQTR	000214		02	10/08/2010	001-4210-421.28-07	PD/RS/FY10 4TH QTR MBRSHP	80.00	
						VENDOR TOTAL *	80.00	
0002673	00	POSTAGE BY PHONE						
9/22/10	000214		02	10/08/2010	001-4199-419.26-02	ND/KW/REFILL POSTAGE MTR	1,000.00	
						VENDOR TOTAL *	1,000.00	
0005770	00	PURCHASE POWER - PITNEY BOWES						
17680711	000229		02	10/08/2010	001-4199-419.26-02	ND/EP/POSTAGE	368.99	
						VENDOR TOTAL *	368.99	
0005178	00	PVP COMMUNICATIONS INC.						

BANK: 02

VEND NO	SEQ#	VENDOR NAME							EFT OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0005178	00	PVP COMMUNICATIONS INC.							
13965	000214		02	10/08/2010	001-4210-421.23-02	PD/RS/SHOLDERMIC REPAIR		132.11	
						VENDOR TOTAL *		132.11	
0001035	00	RAMOS/STRONG, INC.							
237271	000214		02	10/08/2010	140-6710-671.35-01	PW/EC/55 GAL CHEV DELO		648.36	
237385	PI0155	006474	02	10/08/2010	140-6710-671.35-01	753 GAL REG GAS		2,006.62	
237592	PI0156	006474	02	10/08/2010	140-6710-671.35-01	1221 GAL REG GAS		3,263.50	
						VENDOR TOTAL *		5,918.48	
0001668	00	RELISTAR LIFE INS CO OF N.Y							
10A7360615	PR1008		02	10/08/2010	001-0000-218.10-03	PPE 10/03/10 DEF COMP		18.00	
						VENDOR TOTAL *		18.00	
0002488	00	RIDGECREST SANITATION INC.							
966903300SEP10	000214		02	10/08/2010	015-4570-457.21-09	CD/JM/SEPT10 RECYCLING		188.88	
						VENDOR TOTAL *		188.88	
0005534	00	ROSSER, CHET							
9/16/10	000214		02	10/08/2010	001-4210-421.29-04	PD/RS/TUITION REIMBURSMNT		470.74	
						VENDOR TOTAL *		470.74	
0005637	00	RYAN'S AUTO GLASS							
9/15/10	000214		02	10/08/2010	140-6710-671.35-10	PW/EC/RPLC WINDSHILD R342		220.00	
						VENDOR TOTAL *		220.00	
0003785	00	SEALE, BARRY NEIL							
9/15-09/23/10	000214		02	10/08/2010	001-4620-462.28-15	PR/JP/FAST PITCH OFFICIAL		24.00	
						VENDOR TOTAL *		24.00	
0002008	00	SECURITY ENGINEERING							
49227	000214		02	10/08/2010	001-4630-463.32-04	PR/JP/PAD LOCKS		49.69	
						VENDOR TOTAL *		49.69	
0005673	00	SHRED-IT FRESNO							
1185309217	000214		02	10/08/2010	015-4570-457.21-09	CD/JM/SEP10 SHREDING		200.00	
						VENDOR TOTAL *		200.00	
0001128	00	SOUTHERN CALIFORNIA EDISON CO.							
3001256857SEP10	0000229		02	10/08/2010	002-4310-431.22-02	ST/LC/08/30-09/29/10 SRVS		38.40	
3001256853SEP10	0000229		02	10/08/2010	002-4310-431.22-02	ST/LC/08/30-09/29/10 SRVS		30.78	
						VENDOR TOTAL *		69.18	
0005229	00	SPARKLETTS							
4362596SEP10	000798		02	10/08/2010	001-4150-415.29-09	FN/WS/DRINKINGWTR/CLR RNT		11.49	
4362596SEP10	000798		02	10/08/2010	001-4630-463.28-01	PR/WS/COOLER RENT		3.00	
4362596SEP10	000798		02	10/08/2010	005-4554-455.22-03	WW/WS/DRINKINGWTR/CLR RNT		53.94	
						VENDOR TOTAL *		68.43	

BANK: 02

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005453	00	SPRINT						
742519815033	000214		02	10/08/2010	003-4360-436.26-01	TR/SS/08/19-09/18/10 SRV	233.94	
742519815033	000214		02	10/08/2010	111-6119-619.26-01	MIS/CB/08/19-09/18/10 SRV	326.16	
						VENDOR TOTAL *	560.10	
0002720	00	STAGE, MARY						
7/16/10	000214		02	10/08/2010	001-4210-421.32-04	PD/RS/REIMB-PD FOR SRV CL	65.00	
						VENDOR TOTAL *	65.00	
0005744	00	STAPLES ADVANTAGE						
3142020807	000214		02	10/08/2010	001-4430-443.34-01	CD/JM/STENO BOOKS	25.40	
3142020807	000214		02	10/08/2010	001-4451-445.34-01	CD/JM/STAPLES, STAMP	10.71	
						VENDOR TOTAL *	36.11	
0001496	00	STATE CONTROLLER'S OFFICE						
9/29/10	000214		02	10/08/2010	113-6115-615.21-09	FN/WS/SCO FEE-CREATE RPT	100.00	
						VENDOR TOTAL *	100.00	
0001168	00	SWAP SHEET, INC.						
21585	000214		02	10/08/2010	113-6118-618.26-04	HR/KG/PRE-SCHOOL AID AD	14.00	
21743	000214		02	10/08/2010	113-6118-618.26-04	HR/KG/PRE-SCHOOL AID AD	14.00	
22593	000217		02	10/08/2010	113-6118-618.26-04	HR/KG/MAINT WRKR 1 AD	56.00	
22755	000217		02	10/08/2010	113-6118-618.26-04	HR/KG/MNT WRKR 1/KNL ATND	99.40	
22941	000217		02	10/08/2010	113-6118-618.26-04	HR/KG/MNT WRKR 1/KNL ATND	99.40	
						VENDOR TOTAL *	282.80	
0001649	00	TOSTI, SHERRY						
9/15-09/23/10	000219		02	10/08/2010	001-4620-462.28-15	PR/JP/SOFTBALL OFFICIAL	126.00	
						VENDOR TOTAL *	126.00	
0005478	00	TRANSFIRST SERVICES INC.						
650001AUG10	000710		02	10/08/2010	113-6115-615.28-99	FN/WS/CREDIT CARD FEES	67.12	
650019AUG10	000710		02	10/08/2010	113-6115-615.28-99	FN/WS/CREDIT CARD FEES	44.21	
650027AUG10	000710		02	10/08/2010	113-6115-615.28-99	FN/WS/CREDIT CARD FEES	210.56	
650035AUG10	000710		02	10/08/2010	113-6115-615.28-99	FN/WS/CREDIT CARD FEES	27.95	
						VENDOR TOTAL *	349.84	
0004950	00	TRIPP ELECTRIC						
2182	000219		02	10/08/2010	002-4340-434.23-04	ST/EC/TRBLSHT ENTRY GATE	65.00	
2180	PI0153 006463		02	10/08/2010	111-6119-619.23-03	CONSLT CIRCUIT-GAS PUMPS	65.00	
2181	PI0154 006463		02	10/08/2010	111-6119-619.23-03	RECONFIG WIRE-GAS PUMPS	65.00	
						VENDOR TOTAL *	195.00	
0003740	00	UFCW LOCAL 8						
OCT10 DUES	PR1008		02	10/08/2010	001-0000-218.03-01	OCT10 RACE UNION DUES	750.00	
						VENDOR TOTAL *	750.00	
0004026	00	USABLUEBOOK						
227619	000219		02	10/08/2010	005-4554-455.31-01	WW/JH/COREPRO	93.95	

BANK: 02

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0004026	00	USABLUEBOOK						
						VENDOR TOTAL *	93.95	
0001258	00	VALIC						
PPE 10/03/10	PR1008		02	10/08/2010	001-0000-218.10-01	PPE 10/03/10 DEF COMP	275.00	
						VENDOR TOTAL *	275.00	
0001249	00	VALLEY FENCE COMPANY						
2001	000219		02	10/08/2010	001-4630-463.32-04	PR/JP/WINDSCREEN	1,150.00	
						VENDOR TOTAL *	1,150.00	
0000308	00	VERIZON CALIFORNIA						
7603755438	SEP10000219		02	10/08/2010	001-4630-463.26-01	PR/JP/09/01-10/01/10 SRVS	50.21	
						VENDOR TOTAL *	50.21	
0000308	00	VERIZON CALIFORNIA,CK GRP-1						
7603752222	SEP10000219		02	10/08/2010	001-4630-463.26-01	PR/JP/09/01-10/01/10 SRVS	46.71	
						VENDOR TOTAL *	46.71	
0000308	00	VERIZON CALIFORNIA,CK GRP-2						
7604464631	SEP10000219		02	10/08/2010	005-4554-455.26-01	WW/JB/09/13-10/13/10 SRVS	54.90	
						VENDOR TOTAL *	54.90	
0000308	00	VERIZON CALIFORNIA,CK GRP-3						
7603759817	SEP10000219		02	10/08/2010	001-4630-463.26-01	PR/JP/09/19-10/09/10 SRVS	85.58	
						VENDOR TOTAL *	85.58	
0000308	00	VERIZON CALIFORNIA,CK GRP-4						
7603711457	SEP10000219		02	10/08/2010	130-6510-651.26-01	CH/JP/09/19-10/19/10 SRVS	126.43	
						VENDOR TOTAL *	126.43	
0000308	00	VERIZON CALIFORNIA,CK GRP-5						
7603758657	SEP10000219		02	10/08/2010	001-4210-421.26-01	PD/RS/09/19-10/19/10 SRVS	103.42	
						VENDOR TOTAL *	103.42	
0002135	00	WAL-MART COMMUNITY						
4499	000221		02	10/08/2010	001-4210-421.33-01	PR/JP/CLEANING SUPPLIES	423.39	
5760	000221		02	10/08/2010	001-4720-410.34-01	PW/DS/BATTERIES	10.79	
8075	000221		02	10/08/2010	130-6510-651.32-04	CH/JP/DECORATIONS	72.53	
						VENDOR TOTAL *	506.71	
0004071	00	WESTRIDGE TRUE VALUE HOME CNTR						
579744	000227		02	10/08/2010	001-4210-421.32-04	PD/RS/CAP, CUT OFF RISER	5.98	
580061	000227		02	10/08/2010	001-4630-463.32-04	PR/JP/SOLVENT CEMENT	5.40	
580072	000227		02	10/08/2010	001-4630-463.32-04	PR/JP/CEIL FLANGE	5.72	
580105	000227		02	10/08/2010	001-4630-463.32-04	PR/JP/NUTS,BOLTS,SCREWS	1.73	
580217	000227		02	10/08/2010	001-4630-463.32-03	PR/JP/NUTS,SCREWS,BOLTS	22.71	
580226	000227		02	10/08/2010	001-4630-463.32-03	PR/JP/RTRN UNIV WHEEL	21.63	
367890	000227		02	10/08/2010	001-4630-463.32-03	PR/JP/WHEEL	35.31	

BANK: 02

VEND NO	SEQ#	VENDOR NAME							EFT OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0004071	00	WESTRIDGE TRUE VALUE HOME CNTR							
580262	000227		02	10/08/2010	001-4630-463.32-04	PR/JP/WIND MACHINE		32.46	
580268	000227		02	10/08/2010	001-4630-463.32-04	PR/JP/NUT,BOLTS,SCREWS		9.74	
579964	000227		02	10/08/2010	002-4340-434.31-01	ST/EC/PWR BIT,NUT SETTER		11.63	
580379	000227		02	10/08/2010	002-4340-434.39-09	ST/EC/STRAP		18.39	
580014	000227		02	10/08/2010	005-4554-455.31-01	WW/JH/CHAIN		58.43	
580152	000227		02	10/08/2010	005-4554-455.32-04	WW/JH/HOLE DISC		9.19	
580176	000227		02	10/08/2010	005-4554-455.32-04	WW/JH/SAND BELT		9.50	
580099	000227		02	10/08/2010	130-6510-651.32-04	CH/JP/CLK GUN,SAFTY GLASS		21.09	
580322	000227		02	10/08/2010	130-6510-651.32-04	CH/JP/IRRIGATION SUPPLIES		36.09	
579339	000227		02	10/08/2010	140-6710-671.35-10	PW/EC/SPRINGS R180		10.93	
579853	000227		02	10/08/2010	140-6710-671.35-10	PW/EC/NUTS,BOLTS,SCREWS		5.20	
						VENDOR TOTAL *		277.87	
0003506	00	WINDOWS, WALL, 'N FLOORS							
21994	000229		02	10/08/2010	001-4210-421.23-04	PD/RS/FAUX WOOD		168.42	
						VENDOR TOTAL *		168.42	
0005349	00	YORK INSURANCE SERVICE GROUP							
500002903	PI0164	006537	02	10/08/2010	110-6195-619.28-06	SEP10 WRKS CMP CLAIM ADMN		3,062.50	
						VENDOR TOTAL *		3,062.50	
0001561	00	ZEE MEDICAL SERVICE CO.							
34592306	000221		02	10/08/2010	002-4340-434.37-01	ST/EC/FIRST AID SUPPLIES		116.80	
						VENDOR TOTAL *		116.80	
			02	UNION BANK-GENERAL CHECKING		BANK TOTAL *		133,228.21	

15

This Page Intentionally Left Blank

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Expenditure Approval List (DWR) as of 10/08/2010
PRESENTED BY: W. Tyrell Staheli
SUMMARY: Attached is the Expenditure Approval List (DWR), for 10/08/2010: RDA Total: \$8,208.53
FISCAL IMPACT: RRA Fund: \$8,208.53 Reviewed by Finance Director/RDA Treasurer:
ACTION REQUESTED: Receive and file as presented.
CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION: Action as requested:

Submitted by: Kelly Brewton

Action Date: 10/20/2010

This Page Intentionally Left Blank

BANK: 03

VEND NO	SEQ#	VENDOR NAME							EFT OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0000784	00	LEMIEUX & O'NEIL A PROFESSIONA							
SEP10.		PI0161 006523	03	10/08/2010	009-4460-446.21-03	SEP10 RRA RETAINER		1,250.00	
SEP10		PI0162 006523	03	10/08/2010	019-4472-447.21-03	SEP10 RRA RETAINER		1,250.00	
						VENDOR TOTAL *		2,500.00	
0004660	00	PARSONS, GARY M.							
5/24-05/25/10		000214	03	10/08/2010	009-4460-446.25-01	RRA/KW/ICSC CONF		76.00	
						VENDOR TOTAL *		76.00	
0005768	00	PLACER TITLE COMPANY							
9/24/10		000200	03	10/08/2010	019-4472-447.29-10	RRA/JM/MORT ASST PROG-SA		3,150.00	
						VENDOR TOTAL *		3,150.00	
0005768	00	PLACER TITLE COMPANY,CK GRP-1							
9/24/10		000200	03	10/08/2010	019-4472-447.29-10	RRA/JM/MORT ASST PROG-BB		2,100.00	
						VENDOR TOTAL *		2,100.00	
0001155	00	STRADLING YOCCA CARLSON RAUTH							
2586920000		000200	03	10/08/2010	009-4460-446.21-03	RRA/JM/SRVS THRU 7/31/10		382.53	
						VENDOR TOTAL *		382.53	
		03 UNION BANK-RRA FUNDS				BANK TOTAL *		8,208.53	

This Page Intentionally Left Blank