



**City Council
Successor Redevelopment Agency
Financing Authority
Housing Authority**

AGENDA

Wednesday

Regular

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

January 21, 2015

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

(760) 499-5000

**Peggy Breeden, Mayor
James Sanders, Mayor Pro Tempore
Lori Acton, Vice Mayor
Eddie B. Thomas, Council Member
Mike Mower, Council Member**

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LAST ORDINANCE NO. 15-xx
LAST RESOLUTION CITY COUNCIL NO. 15-xx
LAST RESOLUTION FINANCING AUTHORITY NO. 15-xx
LAST RESOLUTION OF THE HOUSING AUTHORITY NO. 15-xx
LAST RESOLUTION OF THE SUCCESSOR REDEVELOPMENT AGENCY NO. 15-xx

CITY OF RIDGECREST

CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY

AGENDA

Regular Council
Wednesday January 21, 2015

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

Closed Session – 5:00 p.m.
Regular Session – 6:30 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 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 Avenue, Ridgecrest, CA 93555
3. City of Ridgecrest official website at <http://ci.ridgecrest.ca.us>

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT – CLOSED SESSION

AGENDA - CITY COUNCIL - REGULAR

January 21, 2015

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CLOSED SESSION

- GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – City Of Ridgecrest v. Matasantos
- GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – Eva Balfour v. City Of Ridgecrest
- GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – Squillacote v. City Of Ridgecrest
- GC54956.9 (d) (4) Conference With Legal Counsel – Anticipated Litigation – Public Disclosure Of Potential Litigant Would Prejudice The City Of Ridgecrest (2 Cases)
- GC54956.8 Successor Redevelopment Agency Real Property Negotiations – Negotiation For Sale, Lease, Or Purchase – APN 033-071-20 and a portion of 21, (K-Partners) – Agency Negotiators City Manager Dennis Speer And Economic Development Program Manager Gary Parsons
- GC54956.8 Local Agency Real Property Negotiations – Negotiations For Sale, Lease, Or Purchase – Leroy Jackson Park – Agency Negotiators City Manager Dennis Speer And Recreation Supervisor Jason Patin
- GC54956.9 (d) (1) Conference With Legal Counsel – Liability Claim Of Paul And Sons – Claim No. 14-16

REGULAR SESSION – 6:30 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
- Presentation of Report regarding investigation of Counsel Member Employment

PUBLIC COMMENT

AGENDA - CITY COUNCIL - REGULAR

January 21, 2015

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CONSENT CALENDAR

1. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving A Contract Change Order Number One With The Contractor, Griffith Company, For The Mahan Project From Ward Avenue To Graaf Street, Authorizing The City Manager To Sign The Notice Of Completion, Authorizing The City Clerk To File The Notice Of Completion, Authorizing The Release Of Retention And Authorizing The City Manager, Dennis Speer, To Sign The Change Order Number One Speer
2. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving A Contract Change Order Number Two With The Contractor, Griffith Company, For The Gateway Project From Upjohn Avenue To Bowman Avenue, Authorizing The City Manager To Sign The Notice Of Completion, Authorizing The City Clerk To File The Notice Of Completion, Authorizing The Release Of Retention And Authorizing The City Manager, Dennis Speer, To Sign The Change Order Number Two Speer
3. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving Contract Change Order Numbers Two, Six And Seven With The Contractor Griffith Company For The Federal Safe Routes To School Project Cycle 3, Authorizing The City Manager To Sign The Notice Of Completion On The Federal Safe Routes To School Project Cycle 3, Authorizing The City Clerk To File The Notice Of Completion, Authorizing The Release Of Retention And Authorizing The City Manager, Dennis Speer, To Sign The Change Order Numbers Two, Six And Seven Speer
4. Adopt A Resolution Authorizing The City Manager To Sign The Notice Of Completion, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention On The City Hall Alleyway Project Speer
5. Adopt A Resolution Of The Ridgecrest City Council Accepts A Right Of Way Agreement And Offer Of Dedication From Michael And Lori B. Howard For APN 456-090-07, In The City Of Ridgecrest, County Of Kern, State Of California And Authorizes The Mayor To Sign The Escrow Instructions And Certificate Of Acceptance, And Authorizes The Mayor And City Manager To Sign The Right Of Way Agreement And Approves And The Allocation Of \$42,839.00 For Fee Interest In The Dedicated Portion Of The Parcel Speer

AGENDA - CITY COUNCIL - REGULAR

January 21, 2015

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6. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Setting The Public Hearing For Unmet Transit Needs Findings Speer
7. Adopt A Resolution To Approve A Global Markets Safekeeping Agreement With Union Bank And Authorize The Finance Director, V. Rachele McQuiston, To Execute This Agreement McQuiston
8. Adopt A Resolution Of The Successor Agency To The Ridgecrest Redevelopment Agency Approving A Revised Long Range Property Management Plan Parsons
9. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Meeting Dated December 17, 2014 Ford

DISCUSSION AND OTHER ACTION ITEMS

10. Presentation And Accept For File The Annual Report Of The Ridgecrest Area Convention And Visitors Bureau Ford
11. Adopt A Resolution Establishing Certain Standing Committees Of The Ridgecrest City Council Ford
12. Nominations And Appointments To Council Committees, Boards, And Commissions Ford
13. Nominations And Appointments To Vacancies On The Measure 'L' Committee Ford
14. Discussion And Council Action On The Ridgecrest Charter School Appeal Of Planning Commission Decision Regarding CUP 01-14 Modification Alexander
15. Presentation Of Tax Allocation Bond (TAB) Funding Possibilities For The Downs Street Project Between West Ridgecrest Blvd. And Upjohn Avenue Speer

ORDINANCES

16. Second Reading And Adoption By Title Only, Ordinance 15-01, An Ordinance Of The City Council Of The City Of Ridgecrest Granting A Non-Exclusive Taxi Franchise To The Owner Sandra Gamble Speer

AGENDA - CITY COUNCIL - REGULAR

January 21, 2015

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- 17. Waive Reading In Full And Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code Chapter 6, Article 24 With Regard To License Tax Rates And Classifications** **McQuiston**

COMMITTEE REPORTS

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

Members: Eddie Thomas and Lori Acton
Meetings: 3rd Tuesday of the Month at 4:00 P.M., Kerr-McGee Center
Next Meeting: To Be Announced

Veterans Advisory Committee

Members: To be appointed
Meetings: 1st and 3rd Tuesday of the Month At 6:00 p.m., Kerr McGee Center
Next Meeting: To Be Announced

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Lori Acton and Eddie Thomas
Meetings: 1st Wednesday Of The Month, 8:00 A.M.
Next Meeting: To Be Announced

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORT

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: Approve Contract Change Order Number One With The Contractor, Griffith Company, For The Mahan Project From Ward Avenue to Graaf Street, Authorize The City Manager To Sign The Notice Of Completion, Authorize The City Clerk To File The Notice Of Completion, Authorize The Release Of Retention And Authorize The City Manager, Dennis Speer, To Sign The Change Order Number One

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

During the rehabilitation of the Mahan Project from Ward Avenue to Graaf Street, there was a change order to the work that needed to be done. Below is the purpose of the change order and the corresponding dollar value:

Change Order #1	Adjusted quantities to item Number 1 for tight Blade Cold Mix. Included labor, materials, equipment.	\$18,758.19
	TOTAL	\$18,758.19

All contingency funds have been used for this project and funds will need to be used from TAB Funding 002-4340-434-3205 MCPAVE. There is an existing dollar value on the original Purchase Order of \$1,014.80. Only \$17,743.39 will be added to the existing Purchase Order. This dollar amount will be added to the existing PO #7483. This brings the total contract amount to \$133,987.19.

It is time to file the Notice of Completion with Kern County and authorize the Release of Retention in the amount of \$6,648.62 if no claims have been filed within the thirty day time frame. This retention includes invoices that have already been paid along with the final invoice.

The funding source for this project will come from 018-4760-430-4601 ST15-03.

FISCAL IMPACT:\$17,743.39

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution Of The City Council Of The City Of Ridgecrest To Approving Contract Change Order Number One With The Contractor, Griffith Company, For The Mahan Project From Ward Avenue to Graaf Street, Authorizing The City Manager To Sign The Notice Of Completion, Authorizing The City Clerk To File The Notice Of Completion, Authorizing The Release Of Retention And Authorizing The City Manager, Dennis Speer, To Sign The Change Order Number One Authorize

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

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RESOLUTION NO. 15-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING A CONTRACT CHANGE ORDER NUMBER ONE WITH THE CONTRACTOR, GRIFFITH COMPANY, FOR THE MAHAN PROJECT FROM WARD AVENUE TO GRAAF STREET, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AUTHORIZING THE RELEASE OF RETENTION AND AUTHORIZING THE CITY MANAGER, DENNIS SPEER, TO SIGN THE CHANGE ORDER NUMBER ONE

WHEREAS, During the rehabilitation of the Mahan Project from Ward Avenue to Graaf Street there was a change order to the work that needed to be done; and

WHEREAS, the purpose of the change order and the corresponding dollar value is enclosed; and

WHEREAS, Change Order #1 Adjusted quantities to item Number 1 for tight Blade Cold Mix and included labor, materials, equipment in the sum of \$18,758.19; and

WHEREAS, there is an existing dollar value of \$1,014.80 on the original Purchase Order and only \$17,743.39 will be added to the existing Purchase Order

WHEREAS, the total change order adjustment is \$17,743.39; and

WHEREAS, contingency funds have been used for this project; and

WHEREAS, funds will need to be used from TAB Funding 002-4340-434-3205 MCPAVE; and

WHEREAS, this dollar amount will be added to the existing PO #7483; and

WHEREAS, the original contact amount was \$115,229.00 and this brings the total contract amount to \$133,987.19, and

WHEREAS, retained funds to date in the amount of \$6,648.62 (5%) of the final construction cost will be withheld until 30 days after recordation of the notice of completion; and

WHEREAS, this retention includes invoices that have already been paid along with the final invoice, and

WHEREAS, Staff is requesting authorization to release the retained funds in the amount of \$6,648.62 thirty (30) days after the recordation of the notice of completion providing no claims have been filed against said retained funds.

WHEREAS, the funding source for this project will come from 018-4760-430-4601 ST15-03.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby:

1. Approves the Change Order Number One to Griffith Company to provide for Construction on Mahan Street from Ward Avenue to Graaf Street at the cost of \$18,758.19.
2. Add only the Change Order Adjustment Amount of \$17,743.39 to the Purchase Order #7483.
3. Authorizes the City Manager to Sign the Notice of Completion
4. Authorizes the City Clerk to File the Notice of Completion
5. Authorizes City Staff to release the retained funds in the amount of \$6,648.62 thirty (30) days after recordation of the notice of completion providing no claims have been filed against said retained funds
6. Authorizes the Finance Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.
7. Authorizes the City Manager, Dennis Speer, to execute the Change Order Number One.

APPROVED AND ADOPTED this 21st day of January 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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** November 28, 2014

- 8. The work of improvement completed is described as follows:

Mahan Avenue from Ward Avenue to Graaf Street:
Road Rehabilitation

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

- 10. The street address of said property is: Mahan Avenue from Ward Avenue to Graaf Street

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

Date

Dennis Speer, City Manager

Verification for **INDIVIDUAL** owner

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

Dennis Speer, City Manager

SUBSCRIBED AND SWORN TO before me on

Rachel Ford, City Clerk

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**GRIFFITH
COMPANY**

Change Order

Griffith Company
3050 E. Birch Street
Brea, CA 92821

Project: 30605. Mahan St
Ridgecrest, CA

Change Order #: 101BN Tight Blade Cold Mix-MAHAN

To (Contractor): Griffith Company
3050 E. Birch Street
Brea, CA 92821

Change Order Date 11/01/14

You are directed to make the following changes in this Contract:

C.O. Item	Contract Item	Units	UM	Description	Unit Price	Amount
1	701.30		LS	Tight Blade Cold Mix- Extra Work PO #7483		\$18,758.19

Total For Change Order: 101BN \$18,758.19

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Purchase Order or Contract Time.

The original Purchase Order Sum was	115,229.00
The net change by previously authorized Change Orders was	0.00
The Purchase Order Sum prior to this Change Order was	115,229.00
The Purchase Order Sum will be increased by this Change Order	18,758.19
The new Purchase Order Sum will be	133,987.19

The new Contract Completion date as of this Change Order will be 11/7/2014

Authorized By Owner:
CITY OF RIDGECREST
100 W. CALIFORNIA AVENUE
RIDGECREST, CA 93555

By: _____
Date: _____

Accepted By Contractor:
Griffith Company
3050 E. Birch Street
Brea, CA 92821
By: 
Date: 1-13-15

Architect/Engineer:
By: _____
Date: _____

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: Approve Contract Change Order Number Two With The Contractor, Griffith Company, For The Gateway Project From Upjohn Avenue to Bowman Avenue, Authorize The City Manager To Sign The Notice Of Completion, Authorize The City Clerk To File The Notice Of Completion, Authorize The Release Of Retention And Authorize The City Manager, Dennis Speer, To Sign The Change Order Number Two

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

During the rehabilitation of the Gateway Project From Bowman Avenue to Upjohn Avenue, there was a change order to the work that needed to be done. Below is the purpose of the change order and the corresponding dollar value:

Change Order #2	Adjusted quantities to item Number 2 for tight Blade Cold Mix. Included labor, materials, equipment.	\$20,997.19
	TOTAL	\$20,997.19

All contingency funds have been used for this project and funds will need to be used from TAB Funding 002-4340-434-3205 MCPAVE. There is an existing dollar amount on the original Purchase Order in the amount of \$5,828.54. Only \$15,168.65 needs to be added to the Purchase Order. This dollar amount will be added to the existing PO #7482. The original contract amount was \$166,216.00 and this brings the total contract amount to \$187,213.19.

It is time to file the Notice of Completion with Kern County and authorize the Release of Retention in the amount of \$9,069.23 if no claims have been filed within the thirty day time frame. This retention amount includes invoices that have been paid along with the final invoice.

The funding source for this project will come from 018-4760-430-4601 ST15-04.

FISCAL IMPACT:\$15,168.65

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving Contract Change Order Number Two With The Contractor, Griffith Company, For The Gateway Project From Upjohn Avenue to Bowman Avenue, Authorizing The City Manager To Sign The Notice Of Completion, Authorizing The City Clerk To File The Notice Of Completion, Authorizing The Release Of Retention And Authorizing The City Manager, Dennis Speer, To Sign The Change Order Number Two

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Submitted by: Karen Harker
(Rev. 02/13/12)

Action Date: January 21, 2015

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RESOLUTION NO. 15-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING A CONTRACT CHANGE ORDER NUMBER TWO WITH THE CONTRACTOR, GRIFFITH COMPANY, FOR THE GATEWAY PROJECT FROM UPJOHN AVENUE TO BOWMAN AVENUE, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AUTHORIZING THE RELEASE OF RETENTION AND AUTHORIZING THE CITY MANAGER, DENNIS SPEER, TO SIGN THE CHANGE ORDER NUMBER TWO

WHEREAS, During the rehabilitation of the Gateway Project From Bowman Avenue to Upjohn Avenue there was a change order to the work that needed to be done; and

WHEREAS, the purpose of the change order and the corresponding dollar value is enclosed; and

WHEREAS, Change Order #2 Adjusted quantities to item Number 1 for Tight Blade Cold Mix and included labor, materials, equipment in the sum of \$20,997.19; and

WHEREAS, there is an existing dollar value of \$5,828.54 on the original Purchase Order and only \$15,168.65 will be added to the existing Purchase Order, and

WHEREAS, the total change order adjustment is \$15,168.65; and

WHEREAS, contingency funds have been used for this project; and

WHEREAS, funds will need to be used from TAB Funding 002-4340-434-3205 MCPAVE; and

WHEREAS, this dollar amount will be added to the existing PO #7482; and

WHEREAS, the original contract amount was \$166,216.00 and this brings the total contract amount to \$187,213.19.

WHEREAS, the funding source for this project will come from 018-4760-430-4601 ST15-04.

WHEREAS, retained funds to date in the amount of \$9,069.23 (5%) of the final construction cost will be withheld until 30 days after recordation of the notice of completion; and

WHEREAS, this retention includes invoices that have already been paid along with the final invoice, and

WHEREAS, Staff is requesting authorization to release the retained funds in the amount of \$9,069.23 thirty (30) days after the recordation of the notice of completion providing no claims have been filed against said retained funds.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby:

1. Approves the Change Order Number One to Griffith Company to provide for Construction on Gateway Project from Bowman Avenue to Upjohn Avenue at the cost of \$20,997.19.
2. Authorizes Add only the Change Order Adjustment Amount of \$15,168.65 to the Purchase Order #7482.
3. Authorizes the City Manager to Sign the Notice of Completion
4. Authorizes the City Clerk to File the Notice of Completion
5. Authorizes City Staff to release the retained funds in the amount of \$9,069.23 thirty (30) days after recordation of the notice of completion providing no claims have been filed against said retained funds
6. Authorizes the Finance Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.
7. Authorizes the City Manager, Dennis Speer, to execute the Change Order Number Two.

APPROVED AND ADOPTED this 21st day of January 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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**

November 24, 2014

- 8. The work of improvement completed is described as follows:

Gateway Boulevard from Upjohn Avenue to
Bowman Road: Road Rehabilitation

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

Griffith Company

- 10. The street address of said property is:

Gateway Boulevard from Upjohn Avenue to Bowman Road

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

Date

Dennis Speer, City Manager

Verification for **INDIVIDUAL** owner

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

Dennis Speer, City Manager

SUBSCRIBED AND SWORN TO before me on _____

Rachel Ford, City Clerk

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Change Order

Griffith Company
 3050 E. Birch Street
 Brea, CA 92821

Project: 30605. Gateway Blvd
 Ridgecrest, CA

Change Order #: 101BN Tight Blade Cold Mix-GATEWAY

To (Contractor): Griffith Company
 3050 E. Birch Street
 Brea, CA 92821

Change Order Date 11/01/14

You are directed to make the following changes in this Contract:

C.O. Item	Contract Item	Units	UM	Description	Unit Price	Amount
2	701.30		LS	Tight Blade Cold Mix- Extra Work		
				PO #7482		\$20,997.19
Total For Change Order: 101BN						\$20,997.19

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Purchase Order Sum or Contract Time.

The original Purchase Order Sum was	166,216.00
The net change by previously authorized Change Orders was	0.00
The Purchase Order Sum prior to this Change Order was	166,216.00
The Purchase Order Sum will be increased by this Change Order	20,997.19
The new Purchase Order Sum will be	187,213.19

The new Completion date as of this Change Order will be 11/7/2014

Authorized By Owner:
 CITY OF RIDGECREST
 100 W. CALIFORNIA AVENUE
 RIDGECREST, CA 93555

By: _____
Date: _____

Accepted By Contractor:
 Griffith Company
 3050 E. Birch Street
 Brea, CA 92821

By: _____
Date: 1-13-15

Architect/Engineer:

By: _____
Date: _____

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: Approve Contract Change Order Numbers Two, Six and Seven With The Contractor Griffith Company For The Federal Safe Routes To School Project Cycle 3, Authorize The City Manager To Sign The Notice Of Completion On The Federal Safe Routes To School Project Cycle 3, Authorize The City Clerk To File The Notice Of Completion, Authorize The Release Of Retention And Authorize The City Manager, Dennis Speer, To Sign The Change Order Numbers Two, Six and Seven

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:

The Federal Safe Routes To School Project Cycle 3 has come to completion at all of the project sites: Gateway Elementary, Las Flores Elementary and James Monroe Middle School. The last of the change orders for contract additions and contract deletions to the projects have been signed by the contractor, Griffith Company, Resident Engineer, Mike Bustos and City Engineer Loren Culp.

It is time to file the Notice of Completion with Kern County and authorize the Release of Retention if no claims have been filed within the thirty day time frame. This will allow the City to ask Willdan Engineering to move forward with the close-out of the project with Caltrans and final invoicing.

Change Order #2	Construct 3 curb ramps on Gateway Blvd and Upjohn Blvd. Includes labor, materials, equipment	\$7,500.00
Change Order #6	Update to Change Order #2 for the 3 curb ramps On Gateway Blvd and Upjohn Ave. Includes labor, materials and equipment	\$9,283.98
Change Order #7a-7l	Adjustments to bid quantities for Type B hot mix Slurry seal; sidewalk, curb and gutter; Class II Aggregate Base; Chain Link Fence	(\$7,323.70)
TOTAL		\$9,460.28

This project is Federally Funded at one hundred percent (100%). Therefore, these change orders are within the funding amount for the project and can be added to the contract amount and existing PO number 7461.

It is time to file the Notice of Completion with Kern County and authorize the Release of Retention in the amount of \$20,172.41 if no claims have been filed within the thirty day time frame. This retention includes invoices that have already been paid along with the final invoice.

The funding source for this project will come from 018-4760-430-4601 ST1201.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving A Contract Change Order Numbers Two, Six and Seven With The Contractor Griffith Company For The Federal Safe Routes To School Project Cycle 3, Authorizing The City Manager To Sign The Notice Of Completion On The Federal Safe Routes To School Project Cycle 3, Authorizing The City Clerk To File The Notice Of Completion, Authorizing The Release Of Retention And Authorizing The City Manager, Dennis Speer, To Sign The Change Order Numbers Two, Six and Seven

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested

Submitted by: Karen Harker
(Rev. 02/13/12)

Action Date: January 21, 2015

RESOLUTION NO. 15-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING CONTRACT CHANGE ORDER NUMBERS TWO, SIX AND SEVEN WITH THE CONTRACTOR GRIFFITH COMPANY FOR THE FEDERAL SAFE ROUTES TO SCHOOL PROJECT CYCLE 3, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION ON THE FEDERAL SAFE ROUTES TO SCHOOL PROJECT CYCLE 3, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AUTHORIZING THE RELEASE OF RETENTION AND AUTHORIZING THE CITY MANAGER, DENNIS SPEER, TO SIGN THE CHANGE ORDER NUMBERS TWO, SIX AND SEVEN

WHEREAS, The Federal Safe Routes To School Project Cycle 3 has come to completion at all the project sites: Gateway Elementary, Las Flores Elementary and James Monroe Middle School; and

WHEREAS, The last of the change orders for contract additions and deletions to the projects have been signed by the contractor, Griffith Company, Resident Engineer, Mike Bustos and City Engineer Loren Culp; and

WHEREAS, it is time to file the Notice of Completion with Kern County and authorize the Release of Retention if no claims have been filed within the thirty day time frame; and

WHEREAS, this will allow the City to ask Willdan Engineering to move forward with the close-out of the project with Caltrans and final invoicing; and

WHEREAS, Change Order #2 was for the construction of three (3) new curb ramps on Gateway Boulevard and Upjohn Avenue which included labor, materials, and equipment for a fee of \$7,500.00; and

WHEREAS, Change Order #6 was an Update to Change Order #2 for the three (3) new curb ramps on Gateway Boulevard and Upjohn Avenue which Included labor, materials and equipment, for a fee of \$9,283.98; and

WHEREAS, Change Order #7a-7l encompassed many items of adjustments to bid quantities such as Type B hot mix, slurry seal, sidewalk, curb and gutter; Class II Aggregate Base; Chain Link Fence for a credit of (7,323.70) ; and

WHEREAS, the total dollar value for the change orders are \$9,460.28; and

WHEREAS, this project is federally funded at one hundred percent (100%); and

WHEREAS, these change orders are within the funding amount for the project and can be added to the contract amount and existing purchase order number 7461; and

WHEREAS, the funding source for this project will come from 018-4760-430-4601 ST1201.

WHEREAS, authorizing the City Manager, Dennis Speer, to sign the Notice of Completion and the City Clerk to file the notice of completion is hereby requested; and

WHEREAS, retained funds to date in the amount of \$20,172.41 (5%) of the final construction cost and the release of retention invoice will be withheld until 30 days after recordation of the notice of completion; and

WHEREAS, Staff is requesting authorization to release the retained funds in the amount of \$20,172.41 thirty (30) days after the recordation of the notice of completion providing no claims have been filed against said retained funds.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby:

1. Approves the Change Order Numbers Two, Six and Seven to Griffith Company to provide Services additions and deletions to the Federal Safe Routes to School Project Cycle 3 at the cost of \$9,460.28.
2. Authorizes the City Manager to sign the Notice Of Completion on the Federal Safe Routes To School Project Cycle 3
3. Authorizes the City Clerk to file the Notice Of Completion
4. Authorizes the Finance Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.
5. Authorizes City Staff to release the retained funds in the amount of \$20,172.41 thirty (30) days after recordation of the notice of completion providing no claims have been filed against said retained funds
6. Authorizes the City Manager, Dennis Speer, to execute the Change Order Numbers Two, Six and Seven to Griffith Company

APPROVED AND ADOPTED this 21st day of January 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden

ATTEST

Rachel J. Ford, CMC, City Clerk

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** October 29, 2014

- 8. The work of improvement completed is described as follows: Cycle 3 Safe Routes to School Project

SRTSL - 5385 - (045)

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

- 10. The street address of said property is: Las Flores Ave, Warner St, Gateway Blvd, and Upjohn Ave

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

Date	<u>Dennis Speer, City Manager</u>
------	-----------------------------------

Verification for **INDIVIDUAL** owner

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	<u>Dennis Speer, City Manager</u>
----------------	-----------------------------------

SUBSCRIBED AND SWORN TO before me on _____

Rachel Ford, City Clerk



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

2

DATE:

10/17/14

Project Name: Cycle 3 Safe Routes to School (SRTS) Project

Willdan Project # : 101465

Contractor: Griffith Company

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

As directed by the City of Ridgecrest, Griffith Company is to provide all traffic control and quality control required for change order work.	Cost	(working days)
Original contract amount:	\$ 385,213.00	35
Previous Change Order No(s). amount(s) to:	\$ (5,600.00)	0
Current Change Order No. (2) amounts to:	\$ 7,500.00	0
Total increase to contract to date:	\$ 1,900.00	0
Revised contract amount:	\$ 387,113.00	35
Percentage of total increase to contract amount to date:	0.49%	

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item	Description	Contract Qty	Change Order Qty.	Adjusted Contract Quantity	Unit	Unit Cost	Change order Cost	Time Ext. Working Days
2	Construct (3) Curb Ramps on Gateway Blvd and Upjohn Avenue. Compensation will be made on a time and materials basis. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markups, required to complete the extra work.	0.00	1.00	1.00	LS	\$7,500.00	\$ 7,500.00	0

TOTAL THIS CHANGE ORDER: \$ 7,500.00 0

Requested: [Signature]
Construction Manager/Resident Engineer

Date: 12/31/14

Approved: _____
City Engineer

Date: _____

Approved: _____
Public Works Director

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: **GRIFFITH COMPANY**
Contractor

Date: 12/22/14

By: [Signature]
LUCAS J. WALKER
REGIONAL MANAGER

Title: _____

BR:60 *00372*

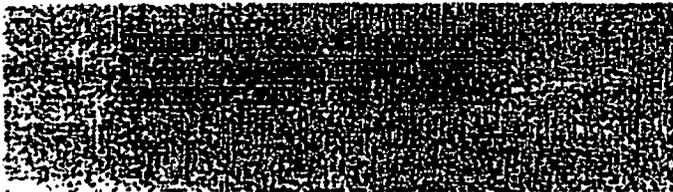


American Subcontractor Assoc. Supplier of the Year - 2014

Shipped From Bakersfield Store

Tel:(909)379-2100 Fax:(909)885-5974

#37890



Bank all payments to:
HUB CONSTRUCTION SPECIALTIES, INC
P.O. BOX 1269
SAN BERNARDINO, CA 92402-1269

206005315	8-08-14
002584	
489.29	

JOB SITE / DELIVERY ADDRESS

Ridgecrest, CA 93555

Thankyou for your business!
in yard

Please take portion with your payment. Make checks payable to
HUB CONSTRUCTION SPECIALTIES INC
Write your account number on the check to insure proper credit

On Hand

266643	002584	608	OUR TRUCK	8-08-14		
--------	--------	-----	-----------	---------	--	--

Item	Qty	Price	EA	Amount
320059 MEADOWS 1600 CURE DRUM	1	253.00	EA	253.00
611165 ADA 3X4 YELLOW PAVER 2.35 SPA	1	199.00	EA	199.00

+ Tax

~~DUPLICATE~~

RECEIVED
AUG 14 2014
BAKERSFIELD

= 213.93

Emergency Response / MSDS Information - Call (800) 535-5053
Notice: Sale of Used Equipment or Material is made 'As Is'
Invoice Due and Payable on or before 9-10-14
Sale is subject to additional Terms and Conditions as stated at www.hubhsst.com

An Employee Owned Company - You'll find us on the Internet at www.hubhsst.com

NET TOTAL:	452.00
SALES TAX:	37.29
FREIGHT/HANDLING:	.00
TOTAL :	489.29

ROBERTSON'S

ROCK • SAND • BASE MATERIALS
 READY MIX CONCRETE
 (861) 835-2200 • (800) 834-7857
 FED. I.D. #33-0491685

75200

10 C

INVOICE

CUSTOMER JOB NUMBER / P.O.
 30603.30 11972803
 JOB ADDRESS
 GATEWAY
 RIDGECREST

DELIVERY DATE
 09/19/14

PLANT DEL. FROM
 ZONE

DATE
 09/19/14
 CUST. NO.
 66409
 NUMBER
 425473
 JCN NO.
 30603

GRIFFITH CO - BAKERSFIELD -
 1128 CARRIER PARKWAY AVE
 BAKERSFIELD CA 93308

REMIT TO: P.O. BOX 9600
 CORONA, CA 92578

TERMS:
 DUE 10TH OF MONTH FOLLOWING
 DATE OF INVOICE

DELIVERY TICKET NO.	ARRIVE JOB	ORDER HOUR	MIN	QUANTITY	UNIT	DESCRIPTION	TAX	UNIT PRICE	AMOUNT
9208440	9:15	10:00	45	10.00	CY	RS450T31 4500 1" PUMP M	Y	103.00	1,030.00
9208440				10.00	FO	323315 RECOVER-1.5 HR	Y	1.97	19.70
9208440				10.00	PY	3669 CHILLED WATER	Y	3.00	30.00
9208442	10:41	11:10	29	10.00	CY	RS450T31 4500 1" PUMP M	Y	103.00	1,030.00
9208442				10.00	FO	323315 RECOVER-1.5 HR	Y	1.97	19.70
9208442				10.00	PY	3669 CHILLED WATER	Y	3.00	30.00

121.21 per cy.

RECEIVED

SEP 25 2014

BAKERSFIELD

SCANNED

ENERGY SURCHG	40.00
ENVPCE	40.00
SUBTOTAL	2,299.40
SALES TAX	184.75

TOTAL QUANTITY
 20.00

TERMS: INVOICES ARE DUE 10TH OF MONTH FOLLOWING DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO A MONTHLY SERVICE CHARGE OF 1.5%. BUYER TO PAY REASONABLE COSTS OF COLLECTION INCLUDING ATTORNEY FEES.

INVOICETOTAL
 2,424.15

GRIFFITH COMPANY
DAILY EXTRA WORK REPORT



JOB NO. 30603 CCO NO. 30.800.03 REPORT NO. 92154
 CONTRACT I.D. CODE _____ DATE PERFORMED 9/23/2014 AUTHORIZED AMOUNT \$ T&M _____
 DATE OF REPORT 10/1/2014 PREVIOUS EXPENDITURE _____
 LOCATION OF WORK CITY OF RIDGECREST Today \$ 5863.54
 DESCRIPTION OF WORK BACKFILL CASE A RAMP & ROUGH GRADE To Date \$ 5863.54

#		Hour Type ST/OT/DT	HOURS	HOURLY RATE*	EXTENDED AMOUNTS
LABOR					
97646	CLARENCE PAUL SISCO	Operating Engineers	ST 1.50	67.90	101.85
99006	JR RONALD ELLEDGE HIGGINBOTHAM	Operating Engineers	ST 1.50	67.90	101.85
97890	ROD WITTEN	Operating Engineers	ST 1.50	65.78	98.67
99683	ZACHARY ROY VANCE	Laborers	ST 1.50	51.63	77.45
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
SUBTOTAL					\$379.82

* LABOR SURCHARGE 12% STANDARD TIME LABOR SURCHARGE TOTAL 12% 45.58
 * LABOR SURCHARGE 11% OVERTIME LABOR SURCHARGE TOTAL 11% -
 SUBSISTENCE NO. @ \$ _____
 TRAVEL EXPENSE NO. @ \$ _____
 OTHER _____

TOTAL COST OF LABOR (A) \$425.40

EQUIPMENT					
8264	TRUCK, TRUCK TRAILERS, EXCL. DUMP TRUCKS & EQPT TRAIL		1.50	27.33	41.00
8285	TRUCK - FORD F-250		1.50	27.33	41.00
3398	LOADERS, RUBBER TIRE		1.50	71.86	107.79
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
TOTAL COST OF EQUIPMENT (B)					\$189.79

MATERIALS					
ARSENAL	WACKER				54.30
TOTAL COST OF MATERIALS (C)					54.30

SUBCONTRACTORS					
TOTAL COST OF SUBCONTRACTORS (D)					-

<i>The above record is complete and correct</i>		FOR OFFICE USE ONLY	Labor markup: 35%	(A)	148.89
		Pd on Est. No. _____	Equipment markup: 15%	(B)	28.47
		Checked by _____	Material markup: 15%	(C)	8.15
			Markup on Approved Subcontractor		
			10% up to first \$5000		-
			5% above first \$5000		-
			Subtotal for Subcontractor Markup	(D)	-
			Subtotal		854.99
			Bond 1%		8.55
Contractor's Representative			TOTAL BILLING		863.54
Customer's Representative					

Check here if agreement will be for hours of labor & equipment only

_____ Initial here if work is in accordance with Subsection 3-5, "Disputed Work" of the SSPWC.

GRIFFITH COMPANY
DAILY EXTRA WORK REPORT

No. 92154

JOB NO: 30603

DATE: 9-23-14

AUTHORIZATION: _____

TRACT/UNIT: _____

PERFORMED FOR: CITY OF RIDGECREST

LOCATION OF WORK: S/E CORNER GATEWAY & UPJOHN

DESCRIPTION OF WORK: BACKFILL CASE A RAMP & ROUGH GRADE
NEED TO COMPACT & FINE GRADE STILL T & M WORK

LABOR		HOURS	HOURLY RATE	EXTENDED AMOUNT
<u>Paul Sisco</u>	<u>FOREMAN</u>	<u>1.5</u>		
<u>ROB HIGGINS/BOYD</u>	<u>GRADE CHECKER/FOREMAN</u>	<u>1.5</u>		
<u>ROB WITTEN</u>	<u>OPERATOR</u>	<u>1.5</u>		
<u>ZACK VANCE</u>	<u>LABOR</u>	<u>1.5</u>		
			TOTAL COST OF LABOR	

EQUIPMENT		HOURS	HOURLY RATE	EXTENDED AMOUNT
<u>F250 PUTER</u>	<u>8264</u>	<u>1.5</u>		
<u>F250 PUTER</u>	<u>8285</u>	<u>1.5</u>		
<u>Car 4th Backhoe</u>	<u>3398</u>	<u>1.5</u>		
<u>Rental Vacker</u>	<u>ARSENAL</u>	<u>8</u>		
			TOTAL COST OF EQUIPMENT	

MATERIALS AND/OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES		HOURS	HOURLY RATE	EXTENDED AMOUNT
			TOTAL COST OF MATERIALS	

I HEREBY CERTIFY THE ABOVE REPORT TO BE CORRECT

Paul Sisco

GRIFFITH COMPANY

RECEIVED SEP 29 2014

TOTAL THIS REPORT

Verified Crew & Equipment.
Final approval by City of
RidgeCrest. J. Esp. Jr.



Remit To:
 34921 PETROL ROAD
 BAKERSFIELD, CA 93308
 Phone: 661-587-0500

Job Site:
 GRIFFITH COMPANY
 RIDGECREST BLVD & CHINA LAKE
 RIDGECREST, CA 93555
 5254
 C#: 661-392-6640 J#: 661-392-6640

RENTAL RETURN

Invoice #... 25825-0001
 Invoice date 9/29/14
 Date out... 9/23/14 7:00 AM
 Date in... 9/26/14 3:34 PM
 Job Loc... RIDGECREST BLVD & CHIN
 Job NO... 00011412357
 P.O. #... VERBAL
 Ordered By... VICKI
 Terms... Net 30 Days
 Written by... CODY ODOM

Customer: 1016
 GRIFFITH COMPANY
 1128 CARRIER PARKWAY AVE
 BAKERSFIELD, CA 93308
 Sales Rep: TRENT MORRIS

Qty	Equipment #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

1	RAMMER RR1020001 ATLAS COPCO UNIT BGF051625	80.00	80.00	214.00	535.00	214.00
---	--	-------	-------	--------	--------	--------

Qty	Item number	Unit	Price	Amount
1	CA SVC CA SERVICE FEE	EA	3.21	3.21

Arsenal
Equipment Rentals
 RECEIVED
 BAKERSFIELD
 Sub-totals: 217.21
 Total: 217.21

54.30 per Day

SCANNED _____

**CUSTOMER IS RESPONSIBLE FOR CONTACTING US WHEN THEY ARE FINISHED WITH THE EQUIPMENT.
 IT WILL REMAIN ON RENT UNTIL THE CUSTOMER CALLS OFF THE EQUIPMENT.
 WE CHARGE FOR TIME OUT - NOT TIME USED**

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AS SOON AS POSSIBLE. MULTIPLE COPIES OR OVERSICKE BATHS APPLY. CUSTOMER IS RESPONSIBLE FOR RETURNING EQUIPMENT IN SAME CONDITION AS RECEIVED.

1. All equipment is rented on a basis of not more than eight hours metered time over a 24-hour period, with additional metered hours during the 24-hour period provided. Rentals presume eight hours use per day, 40 hours per week, 100 hours per month.
 2. DAMAGE WAIVER CHARGE (DWC) IS 14% OF RENTAL CHARGE. RENTER MAY DECLINE BENEFITS OF DAMAGE WAIVER BY INITIALING ON THE REVERSE SIDE OF THIS CONTRACT. DWC IS NOT INSURANCE.
 3. DAMAGE WAIVER CLAIMS ARE AT THE TOTAL DISCRETION OF THE RENTING COMPANY.
 4. I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. I understand that this is NOT a rent-to-own agreement. I verify that the address given is my current and present address.

CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____



Remit To:
 34921 PETROL ROAD
 BAKERSFIELD, CA 93308
 Phone: 661-587-0500

Job Site:
 GRIFFITH COMPANY
 RIDGECREST BLVD & CHENA LAKE
 RIDGECREST, CA 93555
 5254
 C#: 661-392-6640 J#: 661-392-6640

RENTAL RETURN

Invoice #... 25825-0001
 Invoice date 9/29/14
 Date out... 9/23/14 7:00 AM
 Date in... 9/26/14 3:34 PM
 Job Loc... RIDGECREST BLVD & CHIN
 Job No... 00011412357
 P.O. #... VERBAL
 Ordered By... VICKI
 Terms... Net 30 Days
 Written by... CODY ODOM

Customer: 1016
 GRIFFITH COMPANY
 1128 CARRIER PARKWAY AVE
 BAKERSFIELD, CA 93308
 Sales Rep: TRENT MORRIS

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	RAMMER RR1020001 ATLAS COPCO UNIT BGF051625	80.00	80.00	214.00	535.00	214.00

SALES ITEMS:
 Qty Item number
 1 CA SVC
 CA SERVICE FEE

Arsenal
 Unit Price
 BA 3.210

3.21

RECEIVED
 Equipment Rentals
 BAKERSFIELD
 Sub-total: 217.21
 Total: 217.21

54.30 per Day

SCANNED _____

**CUSTOMER IS RESPONSIBLE FOR CONTACTING US WHEN THEY ARE FINISHED WITH THE EQUIPMENT.
 IT WILL REMAIN ON RENT UNTIL THE CUSTOMER CALLS OFF THE EQUIPMENT.
 WE CHARGE FOR TIME OUT - NOT TIME USED**

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE. MULTIPLE COPIES OF OVERTIME RATES APPLY. CUSTOMER IS RESPONSIBLE FOR REPAIRING DAMAGES OR REPAIRS.

1. All equipment is rented on a basis of not more than eight hours metered time over a 24-hour period, with additional metered hours during the 24-hour period pro-rated. Rentals presume eight hours use per day, 40 hours per week, 100 hours per month.
 2. DAMAGE WAIVER CHARGE (DWC) IS 14% OF RENTAL CHARGE. RENTER MAY DECLINE BENEFITS OF DAMAGE WAIVER BY INITIALING ON THE REVERSE SIDE OF THIS CONTRACT. DWC IS NOT INSURANCE.
 3. DAMAGE WAIVER CLAIMS ARE AT THE TOTAL DISCRETION OF THE RENTING COMPANY.
 4. I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. I understand that this is NOT a rec'd-to-own agreement. I verify that the address given is my current and present address.

CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____

Mike Bustos

CCO #2 Backup

From: Mike Bustos
Sent: Friday, September 12, 2014 10:14 AM
To: 'Eucce, Eric'; Loren Culp
Cc: Garza, Jeff; Sisco, Paul; Beam, Greg; 'Masoud Eskandari'; Beau Thompson; Larry Brown (lbrown@willdan.com)
Subject: RE: SRTS Ramps

Yes, there should be 3 curb ramps on the project. All on Gateway. There's a Case A at the west side of the crosswalk, a Case C at the east side of the crosswalk, and another Case A at the southeast corner of Gateway/Upjohn. It looks like the curb ramp bid item was left off of the Bid Schedule. Please submit a per each cost proposal for these 3 curb ramps.

Thanks,



Mike Bustos, PE, ENV SP
Associate Engineer II

Willdan Engineering
Celebrating 50 years of service
374 Poli Street, Ste 101
Ventura, CA 93001
T. 805.653.6597
F. 805.643.0791
C. 805.279.6870

From: Eucce, Eric [<mailto:eeucce@GriffithCompany.net>]
Sent: Friday, September 12, 2014 10:00 AM
To: Mike Bustos; Loren Culp
Cc: Garza, Jeff; Sisco, Paul; Beam, Greg
Subject: SRTS Ramps

Mike,

Take a look at the plans for the SRTS sheet 5 of 7. There is a ramp on the West side of the road that isn't shaded, but has a note to build. Can you verify if this ramp is to be constructed?

Thanks

Eric Eucce
Estimator / Project Manager
Central Region
Griffith Company
P (661) 392-6640 ext. 6651
F (661) 393-9525
C (661) 529-1494
eeucce@griffithcompany.net
www.griffithcompany.net



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

6

DATE:

12/5/14

Project Name: Cycle 3 Safe Routes to School (SRTS) Project

Willdan Project # : 101465

Contractor: Griffith Company

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

As directed by the City of Ridgecrest, Griffith Company is to provide all traffic control and quality control required for change order work.	Cost	(working days)
Original contract amount:	\$ 385,213.00	35
Previous Change Order No(s). amount(s) to:	\$ 16,274.86	4
Current Change Order No. (6) amounts to:	\$ 9,283.98	0
Total increase to contract to date:	\$ 25,558.84	4
Revised contract amount:	\$ 410,771.84	39
Percentage of total increase to contract amount to date:	6.63%	

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item	Description	Contract Qty	Change Order Qty.	Adjusted Contract Quantity	Unit	Unit Cost	Change order Cost	Time Ext. Working Days
6	Update to CCO #2 for time and materials to construct (3) Curb Ramps on Gateway Blvd and Upjohn Avenue. Compensation will be made on a time and materials basis. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markups, required to complete the extra work.	0.00	1.00	1.00	LS	\$9,283.98	\$ 9,283.98	0

TOTAL THIS CHANGE ORDER: \$ 9,283.98 0

Requested: [Signature]
Construction Manager/Resident Engineer

Date: 12/31/14

Approved: _____
City Engineer

Date: _____

Approved: _____
Public Works Director

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: **GRIFFITH COMPANY**
Contractor

Date: 12/19/14

By: [Signature]
LUCAS J. WALKER
REGIONAL MANAGER

Title: _____

Austin Enterprise
 PO Box 81926
 13421 Snow Road
 Bakersfield, CA 93380

Invoice

6105

Date	Invoice #
10/17/2014	13969

Bill To
Griffith Company 1128 Carrier Parkway Avenue Bakersfield, CA 93308

P.O. No.	Terms	Project
30603	Net 15	2502-14 / Cycle 3 Ridgecrest

Quantity	Description	Rate	Amount
	Curb Cut Breakdown @ Upjohn & Gateway Ridgecrest Job Ticket #11274 / Dated 10-6-2014	1,175.00 RECEIVED OCT 20 2014 BAKERSFIELD PAID	1,175.00
		Total	\$1,175.00

HR:60 *00372*



American Subcontractor Assoc. Supplier of the Year - 2014
Shipped From Bakersfield Store
Tel:(909)379-2100 Fax:(909)885-5974

#37890



Bank all payments to:
HUB CONSTRUCTION SPECIALTIES, INC
P.O. BOX 1269
SAN BERNARDINO, CA 92402-1269

206005315	8-08-14
002584	
489.29	

JOB SITE / DELIVERY ADDRESS

Ridgecrest, CA 93555

Thankyou for your business!
in yard

Return this portion with your payment. Make checks payable to
HUB CONSTRUCTION SPECIALTIES INC
Write your amount number on the check to insure proper receipt

Qty Desc

Qty	Desc	Unit	Price	Ext	EA	Amount
1	266643 002584 608 OUR TRUCK 8-08-14					
1	320059 MEADOWS 1600 CURE DRUM		253.00	253.00	EA	253.00
1	611165 ADA 3X4 YELLOW PAVER 2.35 SPA		199.00	199.00	EA	199.00

+ Tax

PAID

RECEIVED
AUG 14 2014
BAKERSFIELD

= 213.93

Emergency Response / MSDS Information - Call (800) 535-5053
Notice: Sale of Used Equipment or Material is made 'As Is'
Invoice Due and Payable on or before 9-10-14
Sale is subject to additional Terms and Conditions as stated at www.hubhsit.com

An Employee Owned Company - You'll find us on the internet at www.hubhsit.com

NET TOTAL:	452.00
SALES TAX:	37.29
FREIGHT/HANDLING:	.00
TOTAL :	489.29

ROBERTSON'S

ROCK • SAND • BASE MATERIALS
 READY MIX CONCRETE
 (851) 885-2300 • (800) 834-7657
 FED. I.D. #33-0491866

#75200

10 C

INVOICE

CUSTOMER JOB NUMBER/PO.
 30603.30 11972803

DELIVERY DATE
 09/19/14

PLANT/DEL FROM
 ZONE

DATE
 09/19/14
 NUMBER
 425473
 CUST. NO.
 66409
 JCH NO.
 30603

GATEWAY
 RIDGECREST

GRIFFITH CO -BAKERSFLD-
 1128 CARRIER PARKWAY AVE

REMIT TO: PO. BOX 8800
 CORONA, CA 92878

BAKERSFIELD CA 93308

TERMS:
 DUE 10TH OF MONTH FOLLOWING
 DATE OF INVOICE

ORDER NUMBER	ARRIVE TIME	DEPART TIME	MPH	QUANTITY	UNIT	DESCRIPTION	TAX	UNIT PRICE	AMOUNT	
9208440	9:15	10:00	45	10.00	CY	RS450T31 4500 1" PUMP M	Y	103.00	1,030.00	
9208440				10.00	FO	323315 RECOVER-1.5 HR	Y	1.97	19.70	
9208440				10.00	PY	3669 CHILLED WATER	Y	3.00	30.00	
9208442	10:41	11:10	29	10.00	CY	RS450T31 4500 1" PUMP M	Y	103.00	1,030.00	
9208442				10.00	FO	323315 RECOVER-1.5 HR	Y	1.97	19.70	
9208442				10.00	PY	3669 CHILLED WATER	Y	3.00	30.00	
<p>RECEIVED</p> <p>SEP 25 2014</p> <p>BAKERSFIELD</p>							ENERGY SURCHG	40.00		
							ENRFEE	40.00		
							SUBTOTAL	2,239.40		
							SALES TAX	184.75		
TOTAL QUANTITY		TERMS: INVOICES ARE DUE 10TH OF MONTH FOLLOWING DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO A MONTHLY SERVICE CHARGE OF 1.5%. BUYER TO PAY REASONABLE COSTS OF COLLECTION INCLUDING ATTORNEY FEES.					INVOICE TOTAL			
20.00							2,424.15			

121.21 per cy.

SCANNED



Remit To:
 34921 PETROL ROAD
 BAKERSFIELD, CA 93308
 Phone: 661-587-0500

Job Site:
 GRIFFITH COMPANY
 RIDGECREST BLVD & CHINA LAKE
 RIDGECREST, CA 93555
 5054
 C#: 661-392-6640 J#: 661-392-6640

RENTAL RETURN

Invoice #: 25825-0001
 Invoice date: 9/29/14
 Date out: 9/23/14 7:00 AM
 Date in: 9/26/14 3:34 PM
 Job Loc: RIDGECREST BLVD & CHIN
 Job No: 00011412357
 P.O.: VERBAL
 Ordered By: VICKI
 Terms: Net 30 Days
 Written by: CODY ODOM

Customer: 1016
 GRIFFITH COMPANY
 1128 CARTER PARKWAY AVE
 BAKERSFIELD, CA 93308
 Sales Rep: TRENT MORRIS

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	RAMMER RR1020001 ATLAS COPCO UNIT BGF051625	80.00	80.00	214.00	535.00	214.00

SALES ITEMS:
 Qty Item number Price
 1 CA SVC 3.21
 CA SERVICE FEE

Arsenal

Equipment Rentals

RECEIVED

Sub total:

217.21
217.21

BAKERSFIELD

54.30 per Day

SCANNED

**CUSTOMER IS RESPONSIBLE FOR CONTACTING US WHEN THEY ARE FINISHED WITH THE EQUIPMENT.
 IT WILL REMAIN ON RENT UNTIL THE CUSTOMER CALLS OFF THE EQUIPMENT.
 WE CHARGE FOR TIME OUT - NOT TIME USED**

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE. MILEAGE SERVICE OR OVERSEAS RATES APPLY. CUSTOMER IS RESPONSIBLE FOR REPAIRS OR REPLACEMENTS.

1. All equipment is rented on a basis of not more than eight hours returned time over a 24-hour period, with additional material hours during the 24-hour period pro-rated. Rentals require eight hours use per day, 48 hours per week, 168 hours per month.
 2. DAMAGE WAIVER CHARGE (DWC) IS 1% OF RENTAL CHARGE. RENTER MAY DECLINE BENEFITS OF DAMAGE WAIVER BY INITIALING ON THE REVERSE SIDE OF THIS CONTRACT. DWC IS NOT INSURANCE.
 3. DAMAGE WAIVER CLAIMS ARE AT THE TOTAL DISCRETION OF THE RENTING COMPANY.
 4. I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations and included herein. I understand that this is NOT a net-to-own agreement. I verify that the address given is my current and present address.

CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____



Remit To:
 34921 PETROL ROAD
 BAKERSFIELD, CA 93308
 Phone: 661-587-0500

Job Site:
 GRIFFITH COMPANY
 RIDGECREST BLVD & CHINA LAKE
 RIDGECREST, CA 93555
 5254
 C#: 661-392-6640 J#: 661-392-6640

RENTAL RETURN

Invoice #... 25825-0001
 Invoice date 9/29/14
 Date out.... 9/23/14 7:00 AM
 Date in..... 9/26/14 3:34 PM
 Job Loc..... RIDGECREST BLVD & CHIN
 Job No..... 00011412357
 P.O. # VERBAL
 Ordered By.. VICKI
 Terms..... Net 30 Days
 Written by.. CODY ODOM

Customer: 1016
 GRIFFITH COMPANY
 1128 CARRIER PARKWAY AVE
 BAKERSFIELD, CA 93308
 Sales Rep: TRENT MORRIS

Qty	Equipment #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

1	RAMMER RR1020001 ATLAS COPCO UNIT EGF051625	80.00	80.00	214.00	535.00	214.00
---	--	-------	-------	--------	--------	--------

SALES	ITEMS:	Qty	Item number	Unit	Price	Amount
1	CA SVC CA SERVICE FEE	1		EA	3.21	3.21

Arsenal
Equipment Rentals
 RECEIVED
 OCT 01 2014
 BAKERSFIELD
 Sub-total: 217.21
 Total: 217.21

54.30 per Day

SCANNED

CUSTOMER IS RESPONSIBLE FOR CONTACTING US WHEN THEY ARE FINISHED WITH THE EQUIPMENT.
IT WILL REMAIN ON RENT UNTIL THE CUSTOMER CALLS OFF THE EQUIPMENT.
WE CHARGE FOR TIME OUT - NOT TIME USED

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHEETS OR OVERTIME RATES APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS

1. All equipment is rented on a basis of not more than eight hours rental time over a 24-hour period, with additional rental hours during the 24-hour period provided. Rental assumes eight hours use per day, 40 hours per week, 160 hours per month.

2. DAMAGE WAIVER CHARGE (DWC) IS 14% OF RENTAL CHARGE. RENTER MAY DECLINE BENEFITS OF DAMAGE WAIVER BY INITIALING ON THE REVERSE SIDE OF THIS CONTRACT. DWC IS NOT INSURANCE.

3. DAMAGE WAIVER CLAIMS ARE AT THE TOTAL DISCRETION OF THE RENTING COMPANY.

4. I have read and understand the terms and conditions on both sides of this agreement and verify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. I understand that this is NOT a real-estate agreement. I verify that the address given is my current and present address.

CUSTOMER SIGNATURE	DATE	NAME PRINTED	DELIVERED BY	DATE
--------------------	------	--------------	--------------	------



Remit To:
 34921 PETROL ROAD
 BAKERSFIELD, CA 93308
 Phone: 661-587-0500

Job Site:
 GRIFFITH COMPANY
 RIDGECREST BLVD & CHINA LAKE
 RIDGECREST, CA 93555
 C#: 661-392-6640 J#: 661-392-6640

RENTAL RETURN

Invoice #... 25496-0001
 Invoice date 10/02/14
 Date out... 9/15/14 6:00 AM
 Date in... 9/26/14 3:50 PM
 Job Loc... RIDGECREST BLVD & CHIN
 Job No... 00011412357
 P.O. #... 11377074
 Ordered by... VICKI
 Terms... Net 30 Days
 Written by... CODY ODOM

Customer: 1016
 GRIFFITH COMPANY
 1128 CARRIER PARKWAY AVE
 BAKERSFIELD, CA 93308
 Sales Rep: TRENT MORRIS

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	4000 GAL WATER TRK 10186 Make: GMC Model: GMC Ser #: 1GDM7C1C95F518163 MI OUT1 55073.00 MI IN1: 55390.00 TOTAL: 317.00	350.00	350.00	1200.00	3200.00	2400.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
14.5	DSL	EA	8.000			116.00
1	DIESEL CA SVC CA SERVICE FEE	EA	36.000			36.00
	DELIVERY CHARGE					350.00
	PICKUP CHARGE					350.00
Sub-total:						3136.00
Fuel:						116.00
Total:						3252.00

Arsenal

RECEIVED
 Equipment Rentals
 BAKERSFIELD

SCANNED...

40.65 per hr.

CUSTOMER IS RESPONSIBLE FOR CONTACTING US WHEN THEY ARE FINISHED WITH THE EQUIPMENT.
 IT WILL REMAIN ON RENT UNTIL THE CUSTOMER CALLS OFF THE EQUIPMENT.
 WE CHARGE FOR TIME OUT - NOT TIME USED

1. All equipment is rented on a basis of not more than eight hours calendar time over a 24-hour period, with additional calendar hours during the 24-hour period provided. Rentals process eight hours per day, 48 hours per week, 168 hours per month.
 2. DAMAGE WAIVER CHARGE (DWC) IS 14% OF RENTAL CHARGE. RENTER MAY DECLINE BENEFITS OF DAMAGE WAIVER BY INITIALING ON THE REVERSE SIDE OF THIS CONTRACT. DWC IS NOT INSURANCE.
 3. DAMAGE WAIVER CLAIMS ARE AT THE TOTAL DISCRETION OF THE RENTING COMPANY.
 4. I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. I understand that this is NOT a rent-to-own agreement. I certify that the address given is my current and correct address.

CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____

Mike Bustos

CCO #2 Backup

From: Mike Bustos
Sent: Friday, September 12, 2014 10:14 AM
To: 'Eucce, Eric'; Loren Culp
Cc: Garza, Jeff; Sisco, Paul; Beam, Greg; 'Masoud Eskandari'; Beau Thompson; Larry Brown (lbrown@willdan.com)
Subject: RE: SRTS Ramps

Yes, there should be 3 curb ramps on the project. All on Gateway. There's a Case A at the west side of the crosswalk, a Case C at the east side of the crosswalk, and another Case A at the southeast corner of Gateway/Upjohn. It looks like the curb ramp bid item was left off of the Bid Schedule. Please submit a per each cost proposal for these 3 curb ramps.

Thanks,



Mike Bustos, PE, ENV SP
Associate Engineer II

Willdan Engineering

Celebrating 50 years of service

374 Poli Street, Ste 101
Ventura, CA 93001
T. 805.653.6597
F. 805.643.0791
C. 805.279.6870

From: Eucce, Eric [<mailto:eeucce@GriffithCompany.net>]
Sent: Friday, September 12, 2014 10:00 AM
To: Mike Bustos; Loren Culp
Cc: Garza, Jeff; Sisco, Paul; Beam, Greg
Subject: SRTS Ramps

Mike,

Take a look at the plans for the SRTS sheet 5 of 7. There is a ramp on the West side of the road that isn't shaded, but has a note to build. Can you verify if this ramp is to be constructed?

Thanks

Eric Eucce

Estimator / Project Manager

Central Region

Griffith Company

P (661) 392-6640 ext. 6651

F (661) 393-9525

C (661) 529-1494

eeucce@griffithcompany.net

www.griffithcompany.net

George A. Bertrand Jr.
BERTRAND ENTERPRISES
1210 W. Graaf Ave.
Ridgecrest, Calif. 93555
(760) 446-6600 (760) 446-2669

9112

GRIFFITH COMPANY
1128 Carrier Parkway Ave.
Bakersfield CA 93308-

GATEWAY SCHOOL
ROBERTSONS
#30603

VIA	FOB	Terms	YOUR #		
DESCRIPTION	ORDERED	SHIPPED	UNIT PRICE	DISC.	EXTENDED
REMOVAL CONCRETE- HOURLY ITEM # 2	4.0	4.0	100.0000		400.00

RECEIVED
OCT 16 2014
BAKERSFIELD

Sub-Total : 400.00
Tax : 0.00
Total : 400.00
Net To Pay: 400.00

George A. Bertrand Jr.
BERTRAND ENTERPRISES
1210 W. Graaf Ave.
Ridgecrest, Calif. 93555
(760) 446-6600 (760) 446-2669

9112

GRIFFITH COMPANY
1128 Carrier Parkway Ave.
Bakersfield CA 93308-

GATEWAY SCHOOL
30603

VIA	10/09/14	699108	11/08/14	1		
FOB	Terms	YOUR #				
DESCRIPTION	NET 30	ORDERED	SHIPPED	UNIT PRICE	DISC.	EXTENDED
WATER TRUCK RENTAL ITEM # 4		1.0	1.0	100.0000		100.00

RECEIVED
OCT 16 2014
BAKERSFIELD

~~SAVED~~

Sub-Total : 100.00
Tax : 0.00
Total : 100.00
Net To Pay: 100.00

GRIFFITH COMPANY
DAILY EXTRA WORK REPORT

No. 92156

JOB NO: 30603 SRTS

DATE: 10-9-14

AUTHORIZATION: 30,800.3

TRACT/UNIT: _____

PERFORMED FOR: CITY OF RIDGECREST

LOCATION OF WORK: GATEWAY ELEMENTARY SCHOOL

DESCRIPTION OF WORK: SAW CUT DEMO EXISTING SIDEWALK AREA & C&G, LOAD HAUL CONC TO KOBELSON'S DUMP FEES GRADE. ALSO DEMO SIDEWALK ON UPDOWN 10'X5.5 AS DIRECTED

		HOURS	HOURLY RATE	EXTENDED AMOUNT
LABOR				
<u>PAUL SISCO</u>	<u>FOREMAN / OPERATOR (Traffic Control)</u>	<u>9</u>		
<u>BOCK VANCE</u>	<u>LABOR</u>	<u>8</u>		
		TOTAL COST OF LABOR		
EQUIPMENT				
<u>F250 PU TRK</u>	<u>8264</u>	<u>8</u>		
<u>Atlas Comp</u>	<u>Air Compressor 3708 Pkg</u>	<u>3</u>		
<u>10' off Saw</u>	<u>Certified G</u>	<u>2</u>		
<u>at 446 Bracket</u>	<u>3398</u>	<u>4.5</u>		
		TOTAL COST OF EQUIPMENT		
MATERIALS AND/OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES				
<u>BERKMAN 10 WHEELER</u>	<u>2 LOADS</u>			<u>4 hrs.</u>
		TOTAL COST OF MATERIALS		
		TOTAL THIS REPORT		

I HEREBY CERTIFY THE ABOVE REPORT TO BE CORRECT

Paul Sisco

GRIFFITH COMPANY RECEIVED OCT 13 2014

*Verified Time & Eq't.
Final approval Per C.
of Ridgcrest.*

10/10/14 Marshall Zohli

**GRIFFITH COMPANY
DAILY EXTRA WORK REPORT**

No. 92566

JOB NO: 30603

DATE: 10/9/2014

AUTHORIZATION: T.M. City of

TRACT/UNIT: Ridgecrest.

PERFORMED FOR: City of Ridgecrest

LOCATION OF WORK: In Front of Gutway Elementary School on UP John & Gilek

DESCRIPTION OF WORK: Set-up Case A Ramp on the S/E Corner of UP John & Gilek and Poured Back also set-up Case A Ramp in front of school on Gutway
Had trouble getting the correct % with all the different tie in points

		HOURS	HOURLY RATE	EXTENDED AMOUNT
LABOR				
JEFF GARZA	Concrete Foreman	8 hrs		
ROSENDO MICHAS	Cement mason	8 hrs		
ALBERT GARCIA	Cement mason	8 hrs.		
HECTOR ZAMBIG	Cement mason	8 hrs.		
MIGUEL CORONADO	Cement Mason	8 hrs.		

TOTAL COST OF LABOR

		HOURS	HOURLY RATE	EXTENDED AMOUNT
EQUIPMENT				
TR # 304	Ford 1 Ton	8		
TR # 8124	WORK TRUCK.	8		

TOTAL COST OF EQUIPMENT

MATERIALS AND/OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES

ROBERTSONS	10 yard of 4500			
	Ticket # 9200575			

TOTAL COST OF MATERIALS

I HEREBY CERTIFY THE ABOVE REPORT TO BE CORRECT

[Signature]
GRIFFITH COMPANY

RECEIVED OCT 15 2014

TOTAL THIS REPORT

Verified Time, material & Equipment
Final approval by City of Ridgecrest
Mason & Esteban '06

ROBERTSON'S

ROCK • SAND • BASE MATERIALS
 READY MIX CONCRETE
 (951) 885-2200 • (800) 834-7557
 FED. I.D. #33-0491865

75200 10 c

INVOICE

CUSTOMER JOB NUMBER / P.O.
 30603.30 11372803
 JOB ADDRESS

DELIVERY DATE
 10/09/14

PLANT DEL. FROM
 ZONE

DATE NUMBER
 10/09/14 436877
 CUST. NO. JCN NO.
 66409 30603

GATEWAY
 RIDGECREST

GRIFFITH CO -BAKERSFLD-
 1126 CARRIER PARKWAY AVE

REMIT TO: P.O. BOX 3800
 CORONA, CA 92878

BAKERSFIELD CA 93308

TERMS:
 DUE 10TH OF MONTH FOLLOWING
 DATE OF INVOICE

DELIVERY TICKET NO.	ARRIVE JOB	FINISH HOUR	MIN	QUANTITY	UNIT	DESCRIPTION	TAX	UNIT PRICE	AMOUNT
9208575	11:59	12:50	51	10.00	CY	RS450T31 4500 1" PUMP M	Y	103.00	1,030.00
9208575				10.00	FO	323315 RECOVER-1.5 HR	Y	1.97	19.70
9208575				10.00	PY	3669 CHILLED WATER	Y	3.00	30.00
<p>RECEIVED OCT 15 2014 BAKERSFIELD SCANNED</p>								<p>ENERGY SURCHG 20.00 ENV FEE 20.00 SUBTOTAL 1,119.70 SALES TAX 92.38 22.00</p>	
STANDBY TIME				TOTAL MIN	ALLOWED MIN	STANDBY MIN			
				51	40	11			
TOTAL QUANTITY		TERMS: INVOICES ARE DUE 10TH OF MONTH FOLLOWING DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO A MONTHLY SERVICE CHARGE OF 1.5%. BUYER TO PAY REASONABLE COSTS OF COLLECTION INCLUDING ATTORNEY FEES.					INVOICE TOTAL		
10.00							1,234.08		

**GRIFFITH COMPANY
DAILY EXTRA WORK REPORT**

No. 92567

JOB NO. 30003

DATE: 10-10-14

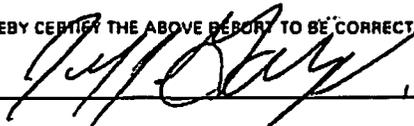
AUTHORIZATION: 30,800.03

TRACT/UNIT: _____

PERFORMED FOR: City Ridgecrest
 LOCATION OF WORK: In Front of Gateway Elementary School on UP John St
 DESCRIPTION OF WORK: Set-up wheelchair Ramp Breakdown 4' bottom with Gateway 8" wings Set-up Case A Ramp Poured back used 10 yards from Robertson

		HOURS	HOURLY RATE	EXTENDED AMOUNT
LABOR				
<u>Jesse Garcia</u>	<u>Concrete Foreman</u>	<u>7</u>		
<u>Sosando Mirles</u>	<u>Cement Mason</u>	<u>8</u>		
<u>Albert Garcia</u>	<u>Cement mason</u>	<u>8</u>		
<u>Hector Zambia</u>	<u>Cement mason</u>	<u>8</u>		
<u>Miguel Comodo</u>	<u>Cement mason</u>	<u>8</u>		
		TOTAL COST OF LABOR		
EQUIPMENT				
<u>TR 8304</u>	<u>Ford Item</u>	<u>8</u>		
<u>TR # 8124</u>	<u>work truck</u>	<u>8</u>		
<u>Labor stayed</u>	<u>to Baby sit Concrete in front</u>			
<u>of school</u>				
		TOTAL COST OF EQUIPMENT		
MATERIALS AND/OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES				
<u>Robertsons</u>	<u>10 yards of 4500</u>			
	<u>Ticket # 9208579</u>			
		TOTAL COST OF MATERIALS		
		TOTAL THIS REPORT		

I HEREBY CERTIFY THE ABOVE REPORT TO BE CORRECT.


GRIFFITH COMPANY

RECEIVED OCT 15 2014

Verified for time, material & Equipment. Final approval by City of Ridgecrest. 10/11/14

ROBERTSON'S

ROCK • SAND • BASE MATERIALS
 READY MIX CONCRETE
 (951) 685-2200 • (800) 834-7657
 FED. I.D. #33-0401865

#75200

10 C

INVOICE

CUSTOMER JOB NUMBER / R.O.
 30603.30 11372803
 JOB ADDRESS

DELIVERY DATE
 10/10/14

PLANT DEL FROM
 ZONE

DATE NUMBER
 10/10/14 437816
 CUST. NO. JCN NO.
 66409 30603

GATEWAY
 RIDGECREST

GRIFFITH CO -BAKERSFLD-
 1128 CARRIER PARKWAY AVE

REMIT TO: P.O. BOX 3600
 CORONA, CA 92878

BAKERSFIELD CA 93308

TERMS:
 DUE 10TH OF MONTH FOLLOWING
 DATE OF INVOICE

DELIVERY TICKET NO.	ARRIVE JOB	FINISH P.O.B.	LN	QUANTITY	UNIT	DESCRIPTION	TAX	UNIT PRICE	AMOUNT
9208579	9:24	10:08	44	10.00	CY	RS480T31 4500 1" PUMP M	Y	103.00	1,030.00
9208579				10.00	FO	323315 RECOVER-1.5 HR	Y	1.97	19.70
9208579				10.00	PY	3669 CHILLED WATER	Y	3.00	30.00
<p>RECEIVED OCT 15 2014 BAKERSFIELD SCANNED</p>							<p>ENERGY SURCHG 20.00 ENV FEE 20.00 SUBTOTAL 1,119.70 SALES TAX 92.38</p>		8.00
STANDBY TIME				TOTAL MIN 44	ALLOWED MIN 40	STANDBY MIN 4			
TOTAL QUANTITY 10.00		TERMS: INVOICES ARE DUE 10TH OF MONTH FOLLOWING DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO A MONTHLY SERVICE CHARGE OF 1.5%. BUYER TO PAY REASONABLE COSTS OF COLLECTION INCLUDING ATTORNEY FEES.						INVOICE TOTAL 1,220.08	



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No. 7

DATE: 1/7/15

Project Name: Cycle 3 Safe Routes to School (SRTS) Project

Willdan Project # : 101465

Contractor: Griffith Company

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

As directed by the City of Ridgecrest, Griffith Company is to provide all traffic control and quality control required for change order work.	Cost	(working days)
Original contract amount:	\$ 385,213.00	35
Any authorization to increase the contract amount by City Council:	-	
Previous Change Order No(s). amount(s) to:	\$ 25,558.84	4
Current Change Order No. (7) amounts to:	\$ (7,323.70)	0
Total increase to contract to date:	\$ 18,235.14	4
Revised contract amount:	\$ 403,448.14	39
Percentage of total increase to contract amount to date:	4.73%	

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item	Description	Contract Qty	Previous Change Order Qty.	THIS Change Order Qty.	Adjusted Contract Quantity	Unit	Unit Cost	Change order Cost	<u>Time Ext. Working Days</u>
7.a	Quantity adjustment for actual quantities installed for Bid Item No. 7 (8" Type B Curb and Gutter per City Std Plate R2)	290.00	0.00	-17.00	273.00	LF	\$42.00	\$ (714.00)	0
7.b	Quantity adjustment for actual quantities installed for Bid Item No. 8 (Type 1 PCC Sidewalk per City Std Plate R2)	3,375.00	0.00	-504.00	2,871.00	SF	\$7.00	\$ (3,528.00)	0
7.c	Quantity adjustment for actual quantities installed for Bid Item No. 10 (Type A AC Dike per Caltrans Std Plan A87D)	570.00	0.00	14.00	584.00	LF	\$13.00	\$ 182.00	0
7.d	Quantity adjustment for actual quantities installed for Bid Item No. 12 (Type B Hot Mix Asphalt Concrete)	490.00	0.00	26.43	516.43	TN	\$126.00	\$ 3,330.18	0
7.e	Quantity adjustment for actual quantities installed for Bid Item No. 13 (Class II Aggregate Base)	1,550.00	0.00	-163.52	1,386.48	TN	\$34.20	\$ (5,592.38)	0
7.f	Quantity adjustment for actual quantities installed for Bid Item No. 14 (Slurry Seal Joint Treatment)	1,950.00	0.00	-1049.00	901.00	SF	\$3.50	\$ (3,671.50)	0
7.g	Quantity adjustment for actual quantities installed for Bid Item No. 23 (Cold Plane and Remove Existing AC Pavement)	1,125.00	0.00	30.00	1,155.00	SF	\$4.00	\$ 120.00	0
7.h	Quantity adjustment for actual quantities installed for Bid Item No. 29 (Chain Link per Caltrans Std Plan A85)	255.00	0.00	-110.00	145.00	LF	\$27.00	\$ (2,970.00)	0
7.i	Quantity adjustment for actual quantities installed for Bid Item No. 31 (PCC Bus Pad with Monolithic 8" Curb)	1,325.00	0.00	15.00	1,340.00	SF	\$14.00	\$ 210.00	0
7.j	Quantity adjustment for actual quantities installed for Bid Item No. 32 (Type B Hot Mix Asphalt Concrete)	30.00	0.00	21.61	51.61	TN	\$255.00	\$ 5,510.55	0
7.k	Quantity adjustment for actual quantities installed for Bid Item No. 33 (Class II Aggregate Base)	45.00	0.00	2.95	47.95	TN	\$91.00	\$ 268.45	0

7.1	Quantity adjustment for actual quantities installed for Bit Item No. 34 (Slurry Seal Joint Treatment)	350.00	0.00	-134.00	216.00	SF	\$3.50	\$ (469.00)	0
-----	---	--------	------	---------	--------	----	--------	-------------	---

TOTAL THIS CHANGE ORDER: \$ (7,323.70) 0

Requested: _____
Construction Manager/Resident Engineer

Date: _____

Approved: _____
City Engineer

Date: _____

Approved: _____
Public Works Director

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: _____
Contractor

Date: _____

By: _____

Title: _____

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: A Resolution Authorizing The City Manager To Sign The Notice Of Completion, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention On The City Hall Alleyway Project

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

Griffith Company finished a project that consisted of road reconstruction of the City Hall Alley located between City Hall and the Splash Carwash and America's Best Hotel. City Council awarded a contract to Griffith Company on October 15, 2014 in the amount of \$82,989.00. Work has been completed and, with the exception of retention in the amount of \$3,961.70 (5%), the contractor, Griffith Company has been paid in full.

This project was fully funded by Tax Allocation Bonds.

The project was completed on November 24, 2014.

The City will authorize release of retention thirty days from the filing of the Notice of Completion as long as no claims have been filed against the retained funds.

FISCAL IMPACT:

Reviewed by Finance Director

ACTION REQUESTED:

- 1.) Authorize the City Manager to sign the Notice of Completion,
- 2.) Authorize the City Clerk to file the Notice of Completion,
- 4.) Authorize release of retained funds in the amount of \$3,961.70 thirty (30) days after recordation of the Notice of Completion.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer
(Rev. 02/13/12)

Action Date: January 21, 2015

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RESOLUTION NO. 15-XX

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION AND AUTHORIZING THE RELEASE OF RETENTION ON THE CITY HALL ALLEYWAY PROJECT

WHEREAS, Griffith Company finished a project that consisted of road reconstruction of the City Hall Alleyway located between City Hall and the Splash Carwash and America's Best Hotel; and

WHEREAS, City Council awarded a contract to Griffith Company on October 15, 2014 in the amount of \$82,989.00; and

WHEREAS, authorizing the City Manager, Dennis Speer, to sign the Notice of Completion and the City Clerk to file the notice of completion is hereby requested; and

WHEREAS, retained funds to date in the amount of \$3,961.70 (5%) of the final construction cost will be withheld until 30 days after recordation of the notice of completion; and

WHEREAS, Staff is requesting authorization to release the retained funds in the amount of \$3,961.70 thirty (30) days after the recordation of the notice of completion providing no claims have been filed against said retained funds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Ridgecrest hereby

- 1) Authorizes the City Manager to sign the Notice of Completion
- 2) Authorizes the City Clerk to file the notice of completion for recordation for the project
- 3) Authorizes City Staff to release the retained funds in the amount of \$3,961.70 thirty (30) days after recordation of the notice of completion providing no claims have been filed against said retained funds

APPROVED AND ADOPTED this 21st day of January, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST

Rachel J. Ford, CMC, City Clerk

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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**

November 28, 2014

8. The work of improvement completed is described as follows:

City Hall Alleyway between California Avenue and West Ridgecrest Boulevard; Road Rehabilitation

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

Griffith Company

10. The street address of said property is:

City Hall Alleyway between California Avenue and West Ridgecrest Boulevard

11. The property on which said work of improvement was completed is in the City of Ridgecrest County of Kern, State of California, and is described as follows:

Date

Dennis Speer, City Manager

Verification for **INDIVIDUAL** owner

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

Dennis Speer, City Manager

SUBSCRIBED AND SWORN TO before me on _____

Rachel Ford, City Clerk

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

A Resolution Of The Ridgecrest City Council Accepting A Right of Way Agreement and Offer of Dedication From Michael and Lori B. Howard For APN 456-090-07, In The City Of Ridgecrest, County Of Kern, State Of California And Authorizing The Mayor To Sign The Escrow Instructions and Certificate of Acceptance, And Authorizing The Mayor and City Manager To Sign the Right of Way Agreement And Approve And Allocation Of \$42,839.00 For Fee Interest In The Dedicated Portion Of The Parcel.

PRESENTED BY:

Dennis Speer, City Manager / Director of Public Work

SUMMARY:

The Ridgecrest Boulevard reconstruction and widening project required additional Right Of Way in order to construct full width street improvements. Negotiations between the City of Ridgecrest and Michael and Lori B. Howard have reached a mutual agreement for the allocation of funds in the amount of \$42,839.00. Funds for the fees will come from the TAB Allocation Funds that were dedicated for the West Ridgecrest Boulevard Project and be transferred the West Ridgecrest Boulevard Project ST0101 expenditure line item 018-4760-430-2106.

The owner of the above property hereby grants to the City of Ridgecrest in a Grant Deed, dedication for ingress, egress and road purposes on, over and across the described property. The owner also in the above described dedication grants to the City of Ridgecrest the right to go on said property and to perform all acts necessary for the ownership of said improvements and the described dedication are to be kept open, clear and from buildings, and structures of any kind.

Attached are the Escrow Instructions, Right of Way Agreement, Grant Deed, Legal Description, Plat Map And Certificate Of Acceptance.

FISCAL IMPACT: \$42,839.00 plus cost for title insurance, escrow and recording fees.

Reviewed by Finance Director

ACTIONS REQUESTED:

1. Accept the Offer of Dedication for APN 456-090-07.
2. Authorize the Mayor, Peggy Breeden, to execute the Escrow Instructions, Right of Way Agreement, and Certificate of Acceptance.
3. Authorize the City Manager, Dennis Speer, to execute the Right of Way Agreement
4. Approve and allocate \$42,839.00 for fee interest in the dedicated portion of the parcel

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Karen Harker

Action Date: January 21, 2015

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RESOLUTION NO. 15-xx

A RESOLUTION OF THE RIDGECREST CITY COUNCIL ACCEPTS A RIGHT OF WAY AGREEMENT AND OFFER OF DEDICATION FROM MICHAEL AND LORI B. HOWARD FOR APN 456-090-07, IN THE CITY OF RIDGECREST, COUNTY OF KERN, STATE OF CALIFORNIA AND AUTHORIZES THE MAYOR TO SIGN THE ESCROW INSTRUCTIONS AND CERTIFICATE OF ACCEPTANCE, AND AUTHORIZES THE MAYOR AND CITY MANAGER TO SIGN THE RIGHT OF WAY AGREEMENT AND APPROVES AND THE ALLOCATION OF \$42,839.00 FOR FEE INTEREST IN THE DEDICATED PORTION OF THE PARCEL

WHEREAS, The West Ridgecrest Boulevard Reconstruction And Widening Project required additional Right Of Way in order to construct full width street improvements; and

WHEREAS, the above Offer of Dedication is necessary to construct the improvements; and

WHEREAS, Negotiations between the City of Ridgecrest and Michael and Lori B. Howard have reached a mutual agreement for the allocation of funds in the amount of \$42,839.00.

WHEREAS, Funds for the fees will come from the TAB Allocation Funds that were dedicated to the West Ridgecrest Boulevard Project, and

WHEREAS, these dedicated funds will be transferred to the West Ridgecrest Boulevard Project ST0101 expenditure line item 018-4760-430-2106; and

WHEREAS, the owner of the above property, hereby grants to the City of Ridgecrest, in a Grant Deed, dedication for ingress, egress and road purposes on, over and across the described property, and

WHEREAS, the above described dedication grants to the City of Ridgecrest the right to go on said property and to perform all acts necessary for the ownership of said improvements, and

WHEREAS, the described dedication are to be kept open, clear and from buildings, and structures of any kind.

WHEREAS, Attached are the Escrow Instructions, Right of Way Agreement, Grant Deed, Legal Description, Plat Map and Certificate of Acceptance

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest hereby:

1. Accepts a Right Of Way Agreement and Grant Deed from Michael and Lori B. Howard for Apn 456-090-07 at a cost of \$42,839.00.
2. Authorizes the Mayor to sign the Escrow Instructions and Certificate Of Acceptance
3. Authorizes the Mayor and City Manager to sign the Right Of Way Agreement
4. Approves and the Allocation of \$42,839.00 for fee interest in the dedicated portion of the parcel
5. Authorizes the Finance Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.

APPROVED AND ADOPTED this 21st day of January 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

EXHIBIT A
FEE LEGAL DESCRIPTION

EXHIBIT "A"

SHEET 1 OF 2

Being a portion of the Southeast Quarter (SE ¼), of the Southeast Quarter (SE ¼), of the Southeast Quarter (SE ¼), of the Southeast Quarter (SE ¼) of Section 32, Township 26 South, Range 40 East, Mount Diablo Base and Meridian, situated in the City of Ridgecrest, County of Kern, State of California, more particularly describes as follows:

Commencing at the northwest corner of the Southeast Quarter (SE ¼), of said Section 32; thence along the north line thereof, North 89°52'42" East, 276.05 feet to the **True Point of Beginning**; thence continuing along said north line, North 89°52'42" East, 22.00 feet to the existing west right-of-way of North Downs Street (33.00 feet wide); thence along said right-of-way, South 00°16'42" West, 301.76 feet to the existing right-of-way of West Ridgecrest Boulevard; thence along said right of way, South 89°52'17" West, 298.02 feet; thence, North 00°16'20" East, 25.00 feet to a line 25.00 feet north of and parallel with the existing north right-of-way of West Ridgecrest Boulevard (30.00 feet wide); thence along said line, North 89°52'17" East, 256.02 feet; thence departing said line, North 45°04'29" East, 28.39 feet to a line 22.00 feet west of and parallel with the west right-of-way of North Downs Street; thence along said line, North 00°16'42" East, 256.76 to the **True Point of Beginning**.

Subject to:

A ten foot (10.00') wide easement for utility purposes, in favor of Southern California Edison, recorded March 31, 1967 in Book 4039, Page 472 of Official Records.

Containing 13,739 square feet more or less.

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act.



Gregory L. Rice
Licensed Land Surveyor
California No. 8201



10/23/14

Date

EXHIBIT B
EASEMENT LEGAL DESCRIPTION

EXHIBIT "A"
SHEET 1 OF 2

Being a portion of the Southeast Quarter (SE ¼), of the Southeast Quarter (SE ¼), of the Southeast Quarter (SE ¼), of the Southeast Quarter (SE ¼) of Section 32, Township 26 South, Range 40 East, Mount Diablo Base and Meridian, situated in the City of Ridgecrest, County of Kern, State of California, more particularly describes as follows:

Being a strip of land 4.00 feet wide, lying 2.00 feet on each side of, and parallel with, the following described centerline:

Commencing at the northwest corner of the Southeast Quarter (SE ¼), of said Section 32; thence along the north line thereof, North 89°52'42" East, 276.05 feet to a line 22.00 feet west of and parallel with the west right-of-way of North Downs Street (33.00 feet wide); thence along said line, South 00°16'42" West, 256.76 feet; thence departing said line, South 45°04'29" West, 28.39 feet to a line 25.00 feet north of and parallel with the north right-of-way of West Ridgecrest Boulevard, (30.00 feet wide); thence along said line, South 89°52'17" West, 25.85 to the True Point of Beginning; thence North 00°00'07" East, 20.00 feet to the Point of Terminus.

Containing 80 square feet more or less.

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act.



Gregory L. Rice
Licensed Land Surveyor
California No. 8201



8/21/14

Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from _____ to the City of Ridgecrest, a political corporation and/or governmental agency, is hereby accepted by order of the undersigned officer or agent on behalf of the Ridgecrest City Council pursuant to authority conferred by Resolution 87-17 of the Ridgecrest City Council adopted on February 18, 1987, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Peggy Breeden, Mayor

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RECORDING REQUESTED BY:

First American Title Company

WHEN RECORDED RETURN TO:

City of Ridgecrest
100 West California Avenue
Ridgecrest, CA 93555

Attn: Kern County Clerk Recorder

No Fee Document – per Government code 6103
No Document Transfer Tax – Per R&T Code 11922

Space above this line for Recorder's Use

GRANT DEED

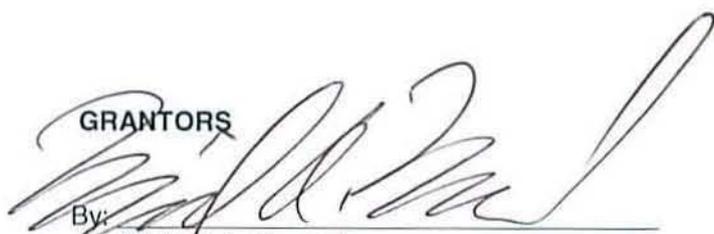
Grantors	Grantee	County	Street	City	Assessors' Parcel Number
Michael A. Howard	City of Ridgecrest	Kern	West Ridgecrest Boulevard	Ridgecrest California	456-090-07

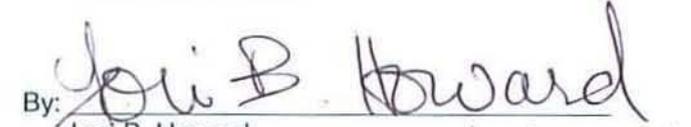
Michael A. Howard, as to 50% interest, and Lori B. Howard, as to 50% interest, as tenants in common (Grantors) hereby GRANT to the City of Ridgecrest (City) a California municipal corporation of the State of California (Grantee) all that real property in the City of Ridgecrest, Kern County, State of California, described as:

SEE EXHIBIT "A", LEGAL DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF

Grantors further understand that the present intention of Grantee is to construct and maintain public roadway and streetscape improvements and appurtenances on the lands hereby conveyed in fee and Grantors, for themselves, their successors and assigns, hereby waive any claims for any and all damages to Grantor's remaining property (if applicable) contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said roadway improvements.

Date: DEC. 1, 2014.

GRANTORS

By: _____
Michael A. Howard


By: _____
Lori B. Howard
December 4, 2014

Please See Attached For
CA CIVIL CODE SECTION 1189
Compliant Acknowledgment


City	County	Street	E. A.	Project	Grantee	Grantor	APN
Ridgecrest	Kern		BRI 09110-B	West Ridgecrest Boulevard Improvement	City of Ridgecrest	Howard Property	456-090-07

Ridgecrest _____, California

October 23, 2014

Michael A. Howard and Lori B. Howard

 Grantor

**CITY OF RIDGECREST
 RIGHT OF WAY AGREEMENT**

Document Number 45609007-1, in the form of a Grant Deed to the City of Ridgecrest (City) covering a 0.33± acre (13,739 square foot) portion and Document Number 45609007-2, in the form of a Easement Deed to Sothern California Edison (SCE) covering a 0.001± acre (80 square foot) portion of Grantors 1.75± acre (76,230 square foot) Real Property situated on West Ridgecrest Boulevard as delineated on the plat map and particularly described in the legal description, labeled "Exhibit A" and "Exhibit B" attached hereto and made a part hereof and has been executed and delivered to, Jeff Aldal, Right of Way Agent, acting as Agent for the City of Ridgecrest by Michael A. Howard, as to 50% interest, and Lori B. Howard, as to 50% interest, as tenants in common (Grantor).

In consideration of which, and the other conditions hereinafter set forth, it is mutually agreed as follows:

- A. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve City of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- B. City desires to acquire said property described in Exhibit "A" for roadway and streetscape improvement purposes a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.
- C. City desires to acquire said property described in Exhibit "B" for installation of a guy pole/anchor and appurtenances.
- D. Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The City of Ridgecrest shall:

- (A) Pay the undersigned Grantor the sum of **\$42,839.00** for the property or interests therein conveyed by the above document numbers 45609007-1 and , 45609007-2 when title to said property vests in County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees for this transaction, and if title insurance in the amount of \$42,839 is desired by City, the premium charged therefore. Said escrow and recording charges shall include documentary transfer tax. This transaction will be handled through an escrow with First American Title Company of California, Escrow No. 1503-4651516 located at 8500 Stockdale Hwy., Suite 190, Bakersfield, CA 93311.

-----No Obligation Other Than Those Set Forth Herein Will Be Recognized-----

R/W Contract
Page 2

3. It is agreed and understood that the City's offer of Just Compensation is based on a Fair Market Value Appraisal of the 0.33± acre portion in Fee and 80 square foot portion in Easement of the 1.75± acre subject property located at Northwest corner of West Ridgecrest Boulevard and North Downs Street, situated within the limits of the City of Ridgecrest, Kern County, California, further identified as APN 456-090-07 obtained by City.
4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, that City or its authorized agents or contractors may enter upon the Property described herein for the purposes of performing activities related to and incidental to the construction of the project, inclusive of the right to remove and dispose of any improvements prior to Grantor receiving the Purchase Price through escrow. Such possession and use of the property by City will commence on the date of execution of this agreement.
5. Grantor warrants that there are no oral or written leases on the portion of the property desired by City exceeding a period of one month.
6. City agrees to indemnify and hold harmless the undersigned Grantor from any liability arising out of City's construction operations under this agreement. City further agrees to assume responsibility for any damages proximately caused to Grantor's remainder property by reason of City's construction operations under this agreement and City, at its option, shall either repair or pay for such damage.
7. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, it/their respective heirs, personal representatives, successors, and or assignees.

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-----No Obligation Other Than Those Set Forth Herein Will Be Recognized-----

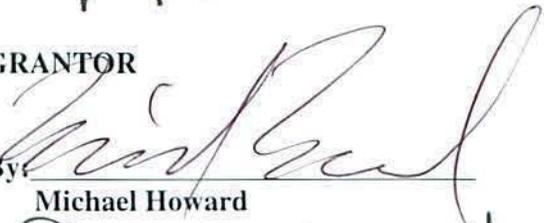
5-34

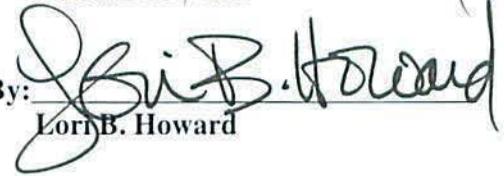
IN WITNESS WHEREOF, the parties have executed this Agreement on 11/14/14 as follows:

CITY OF RIDGECREST

By: _____
Chairman of the City Council

GRANTOR

By: 
Michael Howard

By: 
Lori B. Howard

ATTEST:

By: _____
Deputy Clerk

**APPROVED AS TO CONTENT:
Department of Public Works**

By: _____
Public Works Director

**APPROVED AS TO FORM:
City Counsel**

By: _____
City Counsel

RECOMMENDED FOR APPROVAL:

By: 
Jeff Aldal
Right of Way Agent
Bender Rosenthal Inc.



ESCROW INSTRUCTIONS

First American Title Company
Escrow Officer: Nick Ashcraft
8500 Stockdale Hwy., Suite 190
Bakersfield CA 93311

Owner: Howard, Michael and Lori B.
Escrow No: 1503-4651516 (NA)
Preliminary Date: June 3, 2014
Project: West Ridgecrest Blvd. Improvements
APN: 456-090-07
BRI No: 09110

Dear Mr. Ashcraft:

This escrow will be closed in accordance with the Agreement executed by your company and the City of Ridgecrest. Michael A. Howard, as to 50% interest, and Lori B. Howard, as to 50% interest, as tenants in common and the City of Ridgecrest have entered into a right of way agreement for acquisition of a portion of their property wherein the transaction is a purchase of real property for a public project. The following items have been checked to indicate the method in which this escrow is to be closed:

- Policy of Title insurance shall be issued in the amount of \$42,839.00.
- Enclosed is the Right of Way Agreement.
- Enclosed are the Grant Deed and Easement Deed with attached Certificate of Acceptances.
- Any taxes due shall be paid current from this escrow.

THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY:

<u>Exception No.</u>	<u>Description</u>	<u>Justification</u>
1, 2, 3,4	Property taxes	Paid current through this escrow
5,6,8,12,13,14	Rights, matters	City use compatible

THE FOLLOWING MUST NOT APPEAR IN THE TITLE POLICY: N/A

<u>Exception No.</u>	<u>Description</u>	<u>Justification</u>
7,9	inspection/survey	acquisition area clearly defined
10	Court Official Records	documents will be obtained Prior to close of escrow
11,15	spouse rights/title	documents will be obtained Prior to close of escrow

OTHER INSTRUCTIONS: The City of Ridgecrest will pay for all costs of escrow and title insurance policy. The original policy together with two copies of title insurance, all recorded documents, and your billing, should be sent to my attention at the close of escrow.

INSTRUCTIONS FROM SELLERS: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document(s) to the City of Ridgecrest upon receipt of warrant in the amount of Forty Two Thousand Eight Hundred Thirty Nine Dollars (\$42,839.00) from the City of Ridgecrest payable to Michael A. Howard, as to 50% interest, and Lori B. Howard, as to 50% interest.

City of Ridgecrest
100 West California Ave.
Ridgecrest, CA



GRANTOR:

Date: November 8, 2014

By: [Signature]
Michael A. Howard

By: [Signature]
Lori B. Howard

THE CITY OF RIDGECREST:

Date: _____

By: _____

Any questions should be directed to the undersigned.

[Signature]

Jeff Aldal
Bender Rosenthal, Inc.
4400 Auburn Blvd., Suite 102
Sacramento, CA 95841
(916) 978-4900

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

A Resolution of the City of Ridgecrest City Council setting a Public Hearing for Unmet Transit Needs.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The Transportation Development Act of 1971 (TDA), as amended provides for the disbursement of funds from the Local Transportation Fund for various eligible transportation uses. The funds are distributed by the Kern Council of Governments (KCOG), in its capacity as the Regional Transportation Planning Agency. An eligible claimant wishing to receive TDA funding through KCOG must conduct an annual review of the transit needs of the individuals and groups in the community. This year's submittal of the Public Hearing documentation is due to Kern Council of Government by the end of April 2015. Subsequently, a public hearing must be held before the end of April 2015.

Since the public hearing must be duly noticed for thirty days prior to the public hearing date, staff is requesting that the hearing be scheduled for the Council Meeting of March 4, 2015 at 6:00 p.m.

FISCAL IMPACT:

None

Reviewed by Finance Director

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Approve the Resolution 15 - , that sets the public hearing for Unmet Transit Needs; approve the Notice of Public Hearing; and directs the City Clerk to publish the notice.

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RESOLUTION NO. 15-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST SETTING THE PUBLIC HEARING FOR UNMET TRANSIT NEEDS FINDINGS

WHEREAS, the City of Ridgecrest receives Transportation Development Act funds for various transportation uses; and

WHEREAS, a public hearing must be held to determine if there are any “Unmet Needs that are Reasonable to Meet” in the public transportation system; and

WHEREAS, a Notice of Public Hearing must be published thirty days prior to the hearing date; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest does hereby set the public hearing for Unmet Transit Needs for March 4, 2015 at 6:00 pm, approves the Notice of Public Hearing, and directs the City Clerk to publish the notice.

ADOPTED, AND APPROVED, this 21st day of January, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, *CMC*
City Clerk

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January 21, 2015

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BEFORE THE CITY OF RIDGECREST CITY COUNCIL IN THE COUNCIL CHAMBERS OF CITY HALL, 100 W. CALIFORNIA AVENUE, RIDGECREST, CALIFORNIA ON WEDNESDAY, MARCH 4, 2015, AT 6:00 P.M. OR AS SOON THEREAFTER AS THE MATTERS MAY BE HEARD.

UNDER CONSIDERATION WILL BE a public hearing to receive comments related to unmet and reasonable transit needs in the City of Ridgecrest and the surrounding county areas services by the Ridgecrest Transit System.

Kern COG is required to define “unmet needs” and “reasonable to meet,” and has defined them by resolution 90-04.

Unmet needs:

An unmet need exists if an individual or any age or physical condition is unable to transport him or herself due to deficiencies in the existing transportation system. Excluded are (1) those request for minor operational improvements, and (2) those improvements funded and scheduled for implementation in the following fiscal year.

Reasonable to meet:

- A. Operational feasibility. The requested improvement must be safe to operate and there must be adequate roadways for transit vehicles.
- B. Duplication of Service. The proposed services shall not duplicate other transit services.
- C. Timing. The proposed service shall be in response to an existing, rather than a future need.
- D. Service must meet the legally required fare box ratio (PUC Sections 99288.2, 99288.5 and CAC Sections 8833.2, 8833.5 with fares of similar service.

All interested persons are invited to attend and present testimony.

CITY OF RIDGECREST

Rachel J. Ford, CMC, City Clerk

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

Adopt a resolution to approve a Global Markets Safekeeping Agreement with Union Bank and authorize the Finance Director, V. Rachelle McQuiston, to execute this agreement.

PRESENTED BY:

Rachelle McQuiston, Director of Finance

SUMMARY:

The City's investment policy objectives are in order

- Safety
- Liquidity
- Yield

Currently, the investment yield is .24%, less than ¼ of 1 percent. The Finance Director is reviewing available investment opportunities that are as safe, less liquid, and a higher yield than the current LAIF investments.

Before Union bank will allow the City to open an account for deposits and safekeeping of investments, the City must enter into a Global Markets Safekeeping agreement with the bank.

Therefore, the Finance Director requests the Council approve the attached resolution and authorize the Finance Director, V. Rachelle McQuiston, to execute this agreement.

FISCAL IMPACT:

None

Reviewed by Director of Finance

ACTION REQUESTED:

Approve resolution and authorize Finance Director to execute this agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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RESOLUTION NO. 15-xx

A RESOLUTION OF THE RIDGECREST CITY COUNCIL APPROVING THE GLOBAL MARKETS SAFEKEEPING AGREEMENT WITH UNION BANK AND AUTHORIZE THE FINANCE DIRECTOR, V. RACHELLE MCQUISTON, TO EXECUTE THE AGREEMENT

WHEREAS, the City investment policy allows for the Finance Director to analyze investments that meet the objectives of the policy;

WHEREAS, the City's bank requires a Global Markets Safekeeping agreement to open an investment account; and

WHEREAS, opening a Global Safekeeping account is required before the City can diversify investments;

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Ridgecrest hereby:

1. Approves the Global Markets Safekeeping agreement.
2. Authorizes the Finance Director, V. Rachelle McQuiston, to execute the agreement.

APPROVED AND ADOPTED, this 21st day of January 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM

SUBJECT:

Approval Of A Resolution Of The City Of Ridgecrest Successor Agency Authorizing A Modification Of The Agency's Existing Property Management Plan To Include The Development And Execution Of Compensation Agreements With All Other Property Taxing Agency's For The Sale Of Properties Within The City/Redevelopment Agency Business Park.

PRESENTED BY:

Gary Parsons – Economic Development Program Manager

SUMMARY:

The Department of Finance (DOF) auditor has required that the agency modify its Property Management Plan to include entering into compensation agreements with all other taxing agencies who receive a share of the property taxes which involved the former City's Redevelopment agency in order to receive the DOF approval of the agency's PMP. This approval will allow the successor agency to market and sell those exiting properties within the Ridgecrest city business park without DOF review and approval on each individual property. Opening up the ability of the agency to development these properties for economic development.

The Compensation agreement will provide for an agreement with each taxing agency as to that portion of the sale proceeds of each property sold will go to that taxing agency. A first draft of this agreement has been attached but will need to be modified as each taxing agency's agreement is negotiated and developed.

FISCAL IMPACT:

Any property sale proceeds remaining after all interested parties are paid will be added to the city's general fund

Reviewed by Finance Director

ACTION REQUESTED:

Approval of the attached resolution approving a modification to the successor agency property management plan

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Recommend approval of the attached resolution

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RESOLUTION NO. 15-xx

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE RIDGECREST REDEVELOPMENT AGENCY APPROVING A REVISED LONG RANGE PROPERTY MANAGEMENT PLAN

WHEREAS, prior to February 1, 2012, the Ridgecrest Redevelopment Agency (herein referred to as the “Former Agency”) was a community redevelopment agency duly organized and existing under the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.), and was authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (“City Council”) of the City of Ridgecrest (“City”); and

WHEREAS, Assembly Bill x1 26, chaptered and effective on June 27, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484, chaptered and effective on June 27, 2012 (together, the “Dissolution Act”); and

WHEREAS, as of February 1, 2012 the Former Agency was dissolved pursuant to the Dissolution Act and as a separate legal entity the City serves as the Successor Agency to the Ridgecrest Redevelopment Agency (“Successor Agency”); and

WHEREAS, the Successor Agency administers the enforceable obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board (“Oversight Board”); and

WHEREAS, pursuant to Health & Safety Code Section 34191.5(b), upon the Successor Agency’s receipt of a “Finding of Completion” from the California Department of Finance pursuant to Health & Safety Code Section 34179.7, the Successor Agency is required to prepare a long range property management plan (“Property Management Plan”) for the Former Agency’s real property assets and submit the approved Property Management Plan to the Oversight Board and the Department of Finance for approval, all within six months of the date of the Finding of Completion; and

WHEREAS, during December of 2013, pursuant to Health & Safety Code Section 34179.7, the Successor Agency received a Finding of Completion from the Department of Finance; and

WHEREAS, on February 20, 2014, by its Resolution No. 14-13, the Successor Agency approved a Long Range Property Management Plan (the “February 2014 PMP”), which February 2014 PMP was subsequently approved by the Oversight Board to the Successor Agency on February 24, 2014, by its Resolution No. 14-02, and was subsequently submitted to the California Department of Finance (“DOF”); and

WHEREAS, the DOF has indicated, through its staff, that the Successor Agency is required to modify its Property Management Plan to include provisions for compensation agreements in connection with the transfer of certain properties; and

WHEREAS, Successor Agency staff has prepared a modified Property Management Plan in the form now submitted herewith (the “February 2015 LRPMP”), including provisions for compensation agreements as more particularly set forth therein; and

WHEREAS, by this Resolution, the Successor Agency desires to approve the February 2015 LRPMP in the form submitted to the Successor Agency concurrently herewith and to authorize the transmittal of the February 2015 LRPMP as the Property Management Plan, and to authorize the Successor Agency to transmit such Property Management Plan to the Department of Finance for approval, all pursuant to Health & Safety Code Section 34191.5(b).

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE RIDGECREST REDEVELOPMENT AGENCY:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The Successor Agency hereby approves the February 2015 LRPMP as the Property Management Plan in the form submitted to the Successor Agency Board concurrently herewith and authorizes the Successor Agency to transmit said Property Management Plan to the Oversight Board and, upon approval by the Oversight Board, to the Department of Finance for approval, all pursuant to Health & Safety Code Section 34191.5(b).

Section 3. This Resolution shall be effective immediately upon adoption.

Section 4. Successor Agency staff is authorized and directed to furnish a copy of this Resolution to the Oversight Board together with the February 2015 LRPMP.

Section 5. The Secretary to the Successor Agency shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 21st day of January 2015.

**SUCCESSOR AGENCY TO THE RIDGECREST
REDEVELOPMENT AGENCY**

Peggy Breeden, Executive Director

ATTEST:

Secretary

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.
CITY OF RIDGECREST)

I, Rachel J. Ford, CMC, Secretary of the Successor Agency to the Ridgecrest Redevelopment Agency, hereby certify that the foregoing resolution was duly adopted by the Successor Agency at its regular meeting held on the 21st day of January, 2015, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary of the Successor Agency

COMPENSATION AGREEMENT

(PURSUANT TO HEALTH AND SAFETY CODE SECTION 34180(f) REGARDING RIDGECREST SUCCESSOR AGENCY TRANSFER OF PROPERTIES TO CITY OF RIDGECREST)

This Compensation Agreement, as further defined in part (a) of Section 1, below (the “Agreement”), which is dated for reference purposes as of February 1, 2015, is entered into by and among the Successor Agency of the Ridgecrest Redevelopment Agency, the City of Ridgecrest, the County of Kern, the Kern County Fire Fund, the Eastern Kern County Resources Conservation District, the Kern County Water Agency, the Kern County Office of Education, the Sierra Sands Unified School District, and the Kern Community College District, on the basis of the following facts, understandings, and intentions of the foregoing entities (the “Parties”):

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. Pursuant to the Redevelopment Dissolution Statutes (as defined below), the Ridgecrest Redevelopment Agency (“Former RDA”) was dissolved as of February 1, 2012, and the Successor Agency became responsible for paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former RDA.

C. Accordingly, ownership of the Former RDA’s properties (other than properties acquired with moneys from the Former RDA’s low- and moderate-income housing fund) that had been acquired to implement the Redevelopment Plan (as defined below) transferred to the Successor Agency for disposition in accordance with the Redevelopment Dissolution Statutes.

D. The Successor Agency received a “Finding of Completion” from the DOF in December 2013 confirming that the Successor Agency had made specified required payments under the Redevelopment Dissolution Statutes, and entitling the Successor Agency to prepare and submit a long-range property management plan to the Oversight Board and the DOF (as those capitalized terms are defined below) for approval.

E. The Successor Agency initially prepared and obtained Oversight Board approval of a long range property management plan in February 2014 (the “February 2014 LRPMP”). Under the February 2014 LRPMP, as described in Section 1.2 thereof, three categories of properties were set forth as follows: (i) that property listed as item #1 in Section 1.2, currently used for flood control purposes, which was (or is) to be transferred to the City as governmental use property (the “Governmental Property”); (ii) that property listed as #3 at Section 1.2, known by the street address of 227 Desert Candles Street, which was (or is) to be liquidated (the “Liquidation Property”); and (iii) twenty four (24) Parcels (as “Parcels” is defined below) within the Ridgecrest Business Park, as listed at #2 of Section 1.2 (the “Designated Properties”). Under the February 2014 LRPMP, the Governmental Property was to be transferred to the City without payment of any remuneration therefor; the Liquidation Property is to be disposed of in a manner of the Successor Agency’s choosing, as more fully described in the February 2014 LRPMP but without the use of compensation

agreements; and the Designated Properties are to be transferred to the City for future development of the City's choosing.

F. An analyst employed by the DOF has directed that, in order to obtain DOF approval, the February 2014 LRPMP needed to be amended to provide for preparation and execution of a compensation agreement among the City and the Taxing Entities based upon Health and Safety Code Section 34180(f), providing for specified proceeds of the City's subsequent disposition of the Designated Properties to be distributed to the Taxing Entities in accordance with their proportional shares of the base property tax revenues.

G. To comply with this DOF directive, the Successor Agency amended the February 2014 LRPMP by the "February 2015 Amendment" to the February 2014 LRPMP as approved by the Oversight Board at its March 2015 meeting; the February 2014 LRPMP as amended by the March 2015 Amendment is referred to as the "LRPMP." As amended by the February 2015 Amendment, the LRPMP includes the following language:

The Successor Agency interprets Health and Safety Code Section 34191.5 to mean that agreements with taxing agencies are not required in connection with the disposition of Successor Agency property to the sponsoring city for governmental uses or for subsequent disposition for development consistent with redevelopment and community plans in accordance with a long-range property management plan. However, pursuant to Department of Finance direction, the City will enter into an agreement with the taxing entities that addresses disposition of each parcel to be conveyed to the City for redevelopment purposes pursuant to this Long Range Property Management Plan. The agreement will indicate that any net proceeds from the sale of such parcels, taking into account costs, liens, and amounts required to be paid under the Long Range Property Management Plan, will be distributed to all of the taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. Notwithstanding the foregoing, this section of this Plan will not be operative if a court order, legislation or Department of Finance policy reverses the Department's directive regarding such agreements, or otherwise determines that an agreement for such compensation is not required to be entered into by the City.

This Agreement implements the DOF directive referenced in the provisions of the LRPMP.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement as it may be amended from time to time.

(b) “Applicable Fiscal Year” means each Fiscal Year of the City in which the City receives Interim Municipal Use Annual Operating Proceeds from an Interim Municipal Use of one or more of the Designated Properties, as more fully described in Section 7.

(c) “Applicable Shares” has the meaning given in Section 6(a).

(d) “Auditor-Controller” means the Kern County Auditor-Controller.

(e) “City” means the City of Ridgecrest.

(f) “Designated Properties” means the twenty four (24) Parcels so identified (as Designated Properties) in Recital E hereof. Each of the Designated Properties constitutes a “Designated Property.”

(g) “DDA” means, with respect to each Designated Property, the disposition and development agreement between the City and a Developer for that Designated Property, as hereafter approved by the City from time to time.

(h) “Developer” means, with respect to each Designated Property, the entity to which the City disposes of that Designated Property pursuant to a DDA as hereafter approved by the City from time to time.

(i) “Disposition Proceeds” means, with respect to each Designated Property, the gross purchase price and other compensation, if any, actually received by the City from the Developer in consideration for the disposition of the Property pursuant to the DDA after deduction of the Owner Amount, less the sum of the City’s actual costs for the following items (but only to the extent paid from City funds and not from funds provided by the Successor Agency, a Developer, or another separate entity), each to be documented in reasonable detail in the Disposition Proceeds Statement for the Property:

(1) the City’s actual costs, for maintenance, management and insurance of the applicable Designated Property from the date the Designated Property is transferred by the Successor Agency to the City pursuant to Section 4 to the date the Designated Property is disposed of by the City to the Developer pursuant to the DDA; plus

(2) the City’s actual costs of any capital improvements or repairs to maintain the Designated Property in a safe and lawful condition incurred from the date the Designated Property is transferred by the Successor Agency to the City pursuant to Section 4 to the date the Designated Property is disposed of by the City to the Developer pursuant to the DDA;

(3) the City’s actual costs of site preparation, including hazardous materials remediation and pollution legal liability insurance premiums, if any, required to be paid by the City under the DDA for the applicable Designated Property to prepare the Designated Property for disposition; plus

(4) amounts to which the Successor Agency is indebted to the City as reflected in the 14-15A recognized obligation payment schedule as approved by the Oversight Board; plus

(5) the City's actual costs, not to exceed Fifty Thousand Dollars (\$50,000) per Parcel, to pay third party vendors for appraisal, legal, real estate consultant, marketing, title company, title insurance, publication charges, and other costs related to Developer selection, DDA preparation and approval, and closing costs for disposition of the Designated Property; plus

(6) any broker's commissions or other costs payable by the City pursuant to the DDA for the Designated Property.

(j) "Disposition Proceeds Receipt Date" means, with respect to each Designated Property, the date on which the City receives the proceeds from the disposition of that Designated Property to the Developer pursuant to the DDA.

(k) "Disposition Proceeds Statement" means, with respect to each Designated Property, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 5(b).

(l) "DOF" means the California Department of Finance.

(m) "Effective Date" has the meaning given in Section 2.

(n) "ERAF" means the Educational Revenue Augmentation Fund maintained by the Auditor-Controller.

(o) "Fiscal Year" means the fiscal year of the City in effect from time to time. The current Fiscal Year period of the City commences on July 1 of each calendar year and ends on the following June 30.

(p) "Former RDA" means the Ridgecrest Redevelopment Agency.

(q) "Interim Municipal Use" means an interim use by the City of a Property prior to its sale to a private party, such as for pocket parks, landscape features, bus shelters, parking lots available for community events, or other uses.

(r) "Interim Municipal Use Annual Operating Proceeds" means, for each Applicable Fiscal Year, the revenue actually received by the City from Interim Municipal Use of the Designated Properties, net of operating costs and expenses incurred by the City, as documented in reasonable detail in the Operating Proceeds Statement for the Applicable Fiscal Year.

(s) "LRPMP" means the Long-Range Property Management Plan of the Successor Agency as defined in Recital E hereof, together with such amendments which may be made thereto from time to time.

(t) "Operating Proceeds Statement" means, with respect to each Applicable Fiscal Year, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 7(c).

(u) "Oversight Board" means the Successor Agency's oversight board established and acting in accordance with the Redevelopment Dissolution Statutes.

(v) “Owner Amount” means that amount payable to the private party which holds a note secured by revenues payable with respect to disposition of the Designated Properties as described in the discussion of item #2 in the LRPMP.

(w) “Parcel” means a unit of land reflected by an assessor’s parcel number (as listed at Section 1.2 of the LRPMP), as such assessor’s parcels are configured as of January 1, 2015.

(x) “Parties” means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. “Party” means one of the Parties individually.

(y) “Redevelopment Dissolution Statutes” means collectively ABx1 26 enacted in June 2011, and AB 1484 enacted in June 2012.

(z) “Redevelopment Plan” means the Redevelopment Plan for Ridgecrest Redevelopment Project as approved by Ordinance No. 86-37 adopted by the City Council of the City on November 16, 1986, and as subsequently amended by the City by Ordinance No. 91-13 and Ordinance 95-04.

(aa) “Successor Agency” means the Successor Agency of the Ridgecrest Redevelopment Agency”.

(bb) “Taxing Entities” means, collectively, the following entities that comprise affected taxing entities for purposes of the Redevelopment Dissolution Statutes: the County of Kern, the Kern County Fire Fund, the City of Ridgecrest, the Eastern Kern County Resources Conservation District, the Kern County Water Agency, the Kern County Office of Education, the Sierra Sands Unified School District, and the Kern Community College District. “Taxing Entities” shall also mean and include ERAF if and to the extent the Auditor-Controller determines that ERAF is entitled to a distribution of compensation pursuant to Section 6 and the provisions of Health and Safety Code Section 34188. The County administers payments on behalf of ERAF.

Section 2. Effectiveness of Agreement. This Agreement shall become effective only upon satisfaction of the following conditions:

(a) Approval of this Agreement by the Oversight Board and direction by the Oversight Board for the Successor Agency to execute and implement this Agreement pursuant to Health and Safety Code Section 34180(f) (the “Oversight Board Action”); and

(b) Notification to the DOF of the Oversight Board Action and effectiveness of the Oversight Board Action in accordance with the provisions of Health and Safety Code Section 34179(h).

Promptly following: (i) receipt of approval from the DOF, (ii) the elapse of time for approval or review by DOF under Section 34179(h), or (iii) approval by a court, whichever shall first occur (the date of the first of such events to occur constituting the “Effective Date”), the City, on behalf of the City and the Successor Agency, shall transmit notice to all the other Parties that the Agreement is effective and specifying the date the Agreement became.

Section 3. ERAF. ERAF may be entitled to a distribution pursuant to Section 6 of a portion of the Disposition Proceeds from the disposition of each Designated Property. Pursuant to past practices of DOF as agreed to hereby by the County on behalf of the County and its Auditor-Controller, there is no need for a separate signatory to execute this Agreement on behalf of ERAF because the ultimate beneficiaries of any distribution of Disposition Proceeds to ERAF are themselves Taxing Entities that are signatories to this Agreement. Within this Agreement, any share for ERAF is accommodated by the share allocable to the County as reflected in Exhibit T.

Section 4. Conveyance of Properties To City. Promptly following the Effective Date, and in consideration for the distributions to the Taxing Entities by the City through the Auditor-Controller set forth in Section 6, the Successor Agency shall convey, and the City shall accept, all of the interest in and to the Designated Properties. The Successor Agency shall convey the Designated Properties by grant deed or quitclaim in form reasonably acceptable to each of the Successor Agency and the City.

Section 5. Disposition of Properties By City. Within a time frame determined by the City to yield a financially feasible and marketable development and in accordance with the procedures and requirements set forth in the LRPM, if any, the City shall use diligent good faith efforts to select a Developer for each Designated Property, negotiate and obtain approval and execution of the DDA for each Designated Property, and dispose of each Designated Property to the Developer in accordance with the applicable DDA in order to obtain the Disposition Proceeds for distribution through the Auditor-Controller to the Taxing Entities pursuant to Section 6 and to enable development of each Designated Property in accordance with the Redevelopment Plan. Each Designated Property DDA may be sold at the fair reuse value for the corresponding Designated Property at the use and with the covenants and conditions and development costs authorized by the applicable DDA.

Upon the execution of the DDA for each Designated Property, the City shall transmit a copy of the executed DDA to each of the other Parties that has submitted a request that such copies be provided to it.

The City reserves the right to dispose of properties by other means, including without limitation by means of selling properties after listing properties or by auction, in the event it becomes impracticable, as determined in good faith by the City, to dispose of the Designated Properties in the manner described in the first paragraph of this Section 5.

Section 6. Compensation To Taxing Entities Related To Disposition Proceeds.

(a) Distribution of Disposition Proceeds. Within fifteen (15) days after the Disposition Proceeds Receipt Date with respect to each Designated Property, the City shall remit the Disposition Proceeds for that Designated Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the "Applicable Shares"), as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit B shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 6 had the distribution been made on January 1, 2015, as provided by the Auditor-Controller.

(b) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor-Controller a statement

prepared in accordance with sound accounting practice that provides the City's calculation of the Disposition Proceeds (the "Disposition Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds with respect to each distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Disposition Proceeds.

Section 7. Compensation To Taxing Entities Related To Interim Municipal Use Annual Operating Proceeds.

(a) Applicability. The provisions of this Section 7 shall apply for each Fiscal Year in which one or more of the Designated Properties is used for an Interim Municipal Use and generates Interim Municipal Use Annual Operating Proceeds to the City (each, an "Applicable Fiscal Year"). Nothing in this Agreement shall obligate the City to charge any fees or other amounts or to collect any revenues with respect to an Interim Municipal Use of any of the Designated Properties.

(b) Distribution of Interim Municipal Use Annual Operating Proceeds. Within ninety (90) days after the end of each Applicable Fiscal Year, the City shall remit the Interim Municipal Use Annual Operating Proceeds for that Applicable Fiscal Year to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their Applicable Shares, as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit B shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 7 had the distribution been made on January 1, 2015, as provided by the Auditor-Controller.

(c) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Interim Municipal Use Annual Operating Proceeds (the "Operating Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Interim Municipal Use Annual Operating Proceeds with respect to each distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of the Interim Municipal Use Annual Operating Proceeds.

Section 8. Term of Agreement; Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon the distribution by the City of all amounts owed to the Taxing Entities under this Agreement.

(b) Early Termination. Notwithstanding any other provision of this Agreement or the LRPMP, a Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses the DOF's directive regarding the need for compensation agreements generally or this Agreement, specifically, and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(f) (an "Early Termination"). An Early Termination shall become effective five (5) days after the terminating Party

delivers the required notice to the other Parties in accordance with Section 9(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain the Disposition Proceeds from the disposition of any Property for which the City has not yet received the Disposition Proceeds as of the effective date of the Early Termination, and may retain any Interim Municipal Use Annual Operating Proceeds for which the City was not required to make the distribution to the Taxing Entities as of the effective date of the Early Termination; provided, however, that the City shall have no right to recover any Disposition Proceeds or any Interim Municipal Use Annual Operating Proceeds from any Taxing Entity that were distributed by the City prior to the effective date of the Early Termination.

Section 9. Miscellaneous Provisions.

(a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested, postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit A. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section 9(a).

(b) No Third Party Beneficiaries. There shall be no third party beneficiaries of this Agreement. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(c) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement; provided, however, that the costs of such litigation shall be borne solely by the City and/or the Successor Agency.

(d) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Kern County, California or in the Federal District Court for the Eastern District of California.

(e) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the Parties and approved by the Oversight Board and the DOF, except as otherwise provided below. If, at the time of a proposed amendment of this Agreement, the Successor Agency and the Oversight Board have been terminated in accordance with the applicable provisions of the Redevelopment Dissolution Statutes, then the proposed amendment shall not require execution by the terminated Successor Agency or approval by the terminated Oversight Board. In that event, to obtain the approval of the DOF for such proposed amendment, the City shall transmit the proposed amendment to the DOF on behalf of the remaining Parties and seek the timely approval by the DOF for such amendment.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the

legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(g) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(h) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(i) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(j) Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: List of Addresses For Notice Purposes

Exhibit B: Illustrative Taxing Entities Applicable Shares of Property Taxes

(k) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(l) Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Manager or his or her designee, who must be an employee of the City, may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration. Whenever action and/or approval by the Successor Agency is required under this Agreement, the Executive Director or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the Executive Director determines in his or her discretion that such action or approval requires referral to the Successor Agency Board for consideration.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval
as to Form (Optional)

For Execution
(Required)

SUCCESSOR AGENCY OF THE
RIDGECREST REDEVELOPMENT AGENCY

By: _____

Print Name: _____

Title: _____

CITY OF RIDGECREST

By: _____

Print Name: _____

Title: _____

COUNTY OF KERN

By: _____

Print Name: _____

Title: _____

KERN COUNTY FIRE FUND

By: _____

Print Name: _____

Title: _____

For Attestation and/or Approval
as to Form (Optional)

For Execution
(Required)

KERN COUNTY OFFICE OF EDUCATION

By: _____

Print Name: _____

Title: _____

KERN COUNTY WATER AGENCY

By: _____

Print Name: _____

Title: _____

EASTERN KERN COUNTY RESOURCES
CONSERVATION DISTRICT

By: _____

Print Name: _____

Title: _____

SIERRA SANDS UNIFIED SCHOOL
DISTRICT

By: _____

Print Name: _____

Title: _____

KERN COMMUNITY COLLEGE DISTRICT

By: _____

Print Name: _____

Title: _____

For Attestation and/or Approval
as to Form (Optional)

For Execution
(Required)

EXHIBIT A

LIST OF ADDRESSES FOR NOTICE PURPOSES

Successor Agency of the Ridgecrest Redevelopment Agency
100 W. California Avenue
Ridgecrest, CA 93555-4054
Attn: Executive Director

City of Ridgecrest
100 W. California Avenue
Ridgecrest, CA 93555-4054
Attn: City Manager

County of Kern
Board of Supervisors
1115 Truxtun Avenue
Bakersfield, CA 93301
Attn: County Administrator

Kern County Fire Fund
County of Kern
1115 Truxtun Avenue
Bakersfield, CA 93301

Eastern Kern County Resources Conservation District
300 S. Richmond Road
Ridgecrest, CA 93555

Kern County Office of Education
1300 17th Street, City Centre
Bakersfield, CA 93301-4533

Sierra Sands Unified School District
113 W. Feldspar
Ridgecrest, CA 93555

Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301

EXHIBIT B

ILLUSTRATIVE TAXING ENTITIES
APPLICABLE SHARES OF PROPERTY TAXES

<u>Taxing Entity/Fund</u>	<u>Property Tax Share</u>
County of Kern ¹	32.7532%
Eastern Kern County Resources Conservation District	.0803%
Kern County Water Agency	.8014%
Kern County Office of Education	1.9130%
Sierra Sands Unified School District ²	48.0743%
City of Ridgecrest	9.6089%
Kern Community College District	6.7689%
TOTAL	100.0000%

¹ Includes County general fund (0.230822), County advertising (0.001093), and County fire fund (0.095617).

² Includes funds 82082 and 83050.

Local Taxing Agencies

 **County of Kern**

 **Indian Wells Water District**

 **Kern County Water Agency**

 **Sierra Sands Unified School District**

 **Kern County Community College District**

LONG-RANGE PROPERTY MANAGEMENT PLAN

CITY OF RIDGECREST SUCCESSOR AGENCY



Prepared By:



KOSMONT COMPANIES

865 S. Figueroa Street, #3500

Los Angeles, CA 90017

Telephone: (213) 417-3300

www.kosmont.com

FEBRUARY 11, 2014

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The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.

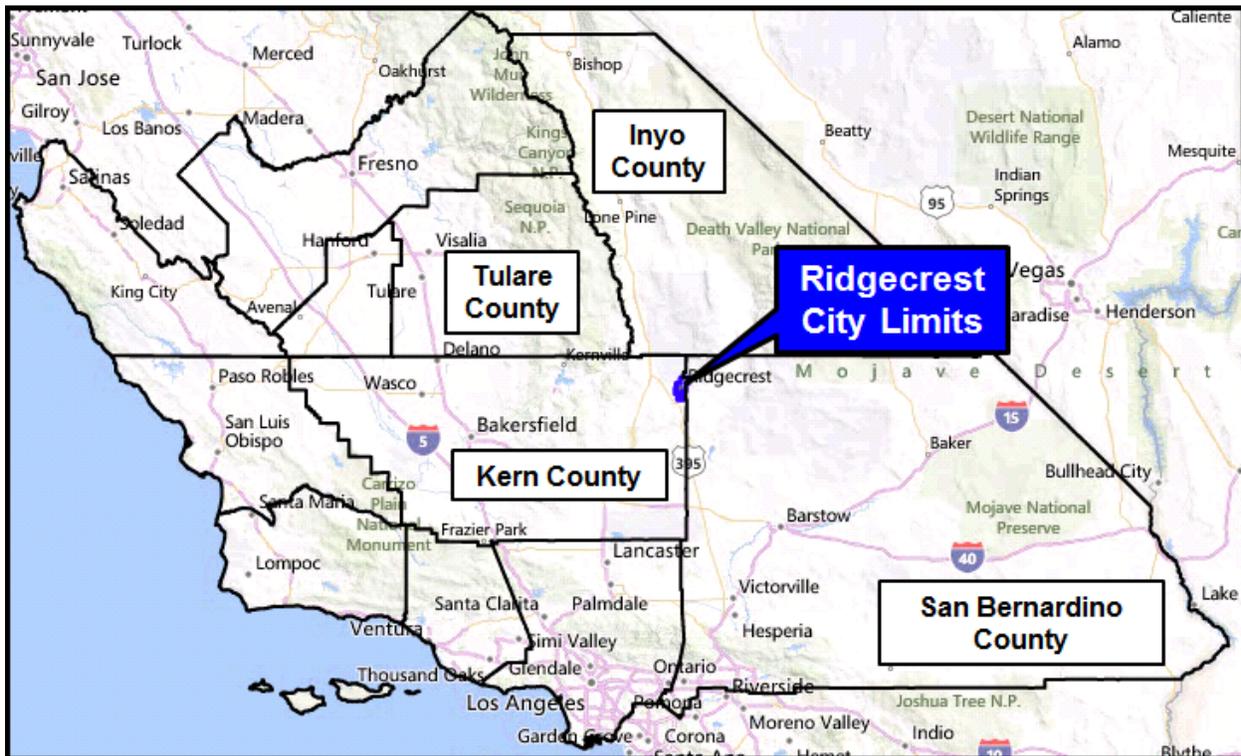
865 South Figueroa Street, 35th Floor Los Angeles California 90017 ph 213.417.3300 fax 213.417.3311

1.0 Introduction

1.1 Background & Purpose

Health and Safety Code Section 34191.5, added by AB 1484 (signed into law on June 27, 2012), requires each Successor Agency (“SA”) to prepare and approve a Long-Range Property Management Plan (“LRPMP”) that addresses the disposition and use of the real properties of the former redevelopment agency. Properties held by a successor agency cannot be disposed of until the State Department of Finance (“DOF”) has approved the LRPMP. This document is the LRPMP for the SA to the former City of Ridgecrest Redevelopment Agency (“RDA”).

Table 1.1: City Location Map



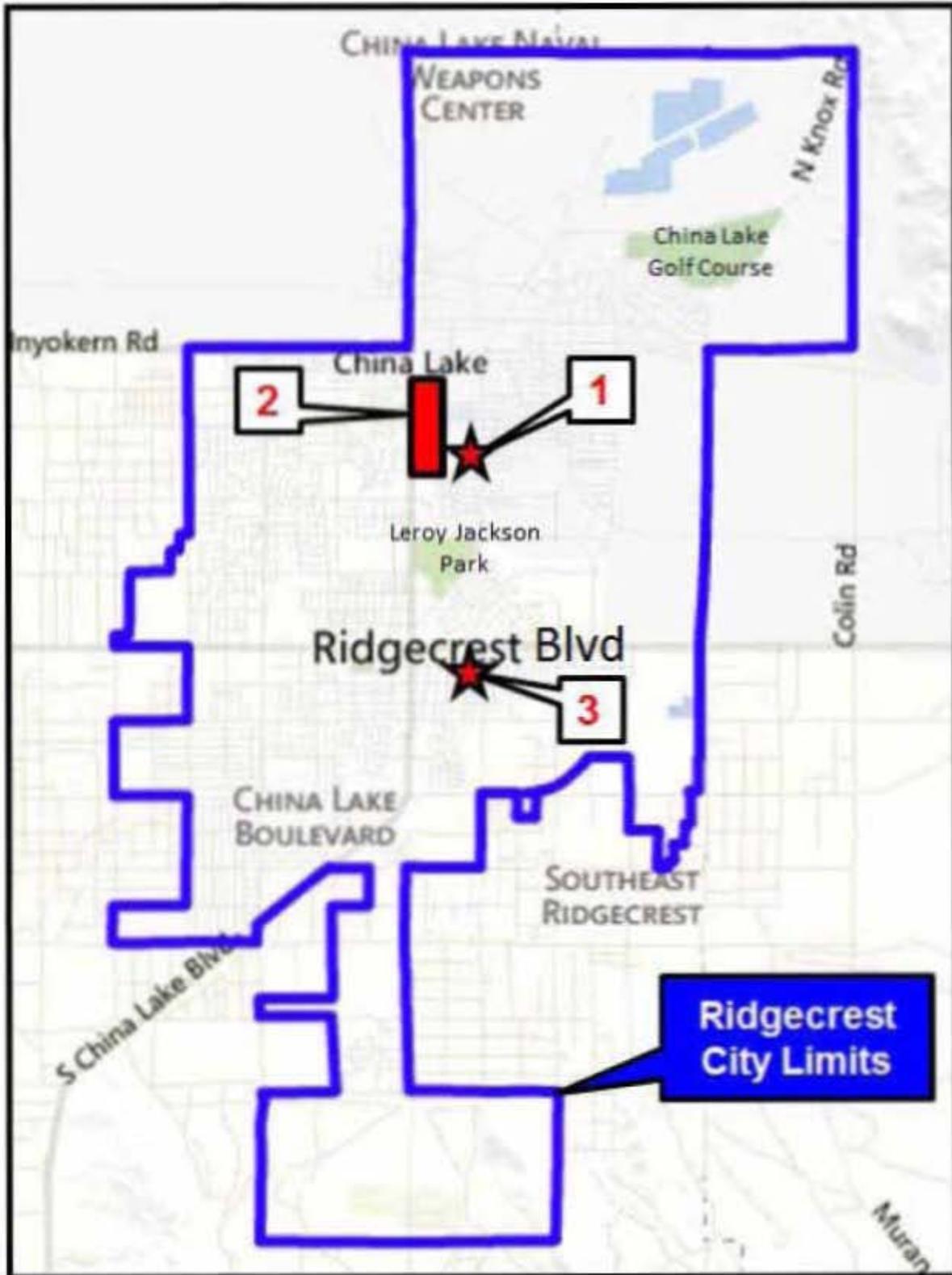
1.2 Successor Agency Property Summary

The SA / former RDA owns four (3) district properties (comprised of 26 parcels) in the City of Ridgecrest. Of these properties, one (1) distinct property (comprised of 1 parcel) is a governmental use property that is proposed to be transferred to the City to continue exclusive governmental use. One (1) distinct property (comprised of 24 parcels) is designated to be transferred to the City for future development. The remaining one (1) distinct property (comprised of 1 parcel) is designated for liquidation, with sale proceeds to be distributed as property tax to local taxing entities. Table 1.2 below summarizes the recommendations for disposition for the LRPMP properties, and Exhibit 1.2 on the following page includes a map of the SA properties.

Table 1.2: Successor Agency Property Summary

#	Address / Description	APN	Purpose			
			Gov't	Future Dev.	Liquid.	Enf. Oblig.
1	Flood Control Site	033-050-23	X			
2	Ridgecrest Business Park	033-070-01 033-070-02 033-070-03 033-070-05 033-070-06 033-070-07 033-070-08 033-070-09 033-070-10 033-070-11 033-070-12 033-070-14 033-070-15 033-070-16 033-070-28 033-070-29 033-070-30 033-070-31 033-070-32 033-070-33 033-070-34 033-070-35 033-070-36 033-070-41		X		
3	227 Desert Candles St.	080-161-25			X	

Exhibit 1.2: Map of Successor Agency Properties



2.0 Long-Range Property Management Plan (PMP)

Property #1: Flood Control Site



Parcel Data – Property #1	
Address	N/A
APN	033-050-23
Lot Size	12.43 acres
Use	This property is a vacant lot, the majority which contains a natural depression of approximately 3 feet in depth utilized as essential flood control public infrastructure supporting the surrounding property, including the planned Ridgecrest Business Park Redevelopment Project.
Zoning	Western ~6 acres: CS – Service Commercial (General Plan C – Commercial) Eastern ~6 acres: M1 – Light Industrial (General Plan I – Industrial)
Current Title	Ridgecrest Successor Agency

Acquisition & Valuation Information – Property #1	
Purchase Date	April 2003
Purchase Price	Former Redevelopment Agency property valued at \$163,097 was exchanged for the subject Property valued at \$245,025
Funding Source	Tax increment
Purpose	Acquired by the Ridgecrest Redevelopment Agency as essential flood control public infrastructure for surrounding property, including the planned Ridgecrest Business Park Redevelopment Project
Estimate of Current Value	\$0.00
Method of Valuation	Non-revenue generating public amenity

Revenues Generated by Property & Contractual Requirements – Property #1	
No Revenues or Contractual Requirements	There are currently no revenues generated by this property and no contractual requirements.

History of Environmental Contamination or Remediation Efforts – Property #1	
None	No known history of environmental contamination, designation, as Brownfield site, or remediation.

Transit-Oriented Development & Agency Planning Objectives – Property #1

Potential for TOD	Not applicable
Agency Planning Objectives	Utilizing the site as essential flood control public infrastructure meets a number of the Agency’s goals from the approved Five-Year Implementation Plan (adopted February 12, 2010), including Redevelopment Plan Goal #3 (“ACCESS” / Improve Community Facilities) and Redevelopment Plan Goal #4 (“GROW” / Cultivate New Investment). Additionally, public infrastructure on this property supports the planned Ridgecrest Business Park Redevelopment Project as explicitly characterized within the approved Five-Year Implementation Plan. ¹

Brief History of Previous Development Proposals and Activities – Property #1

History	There has been no notable development proposal activity or other activity in connection with this property since Agency acquisition.
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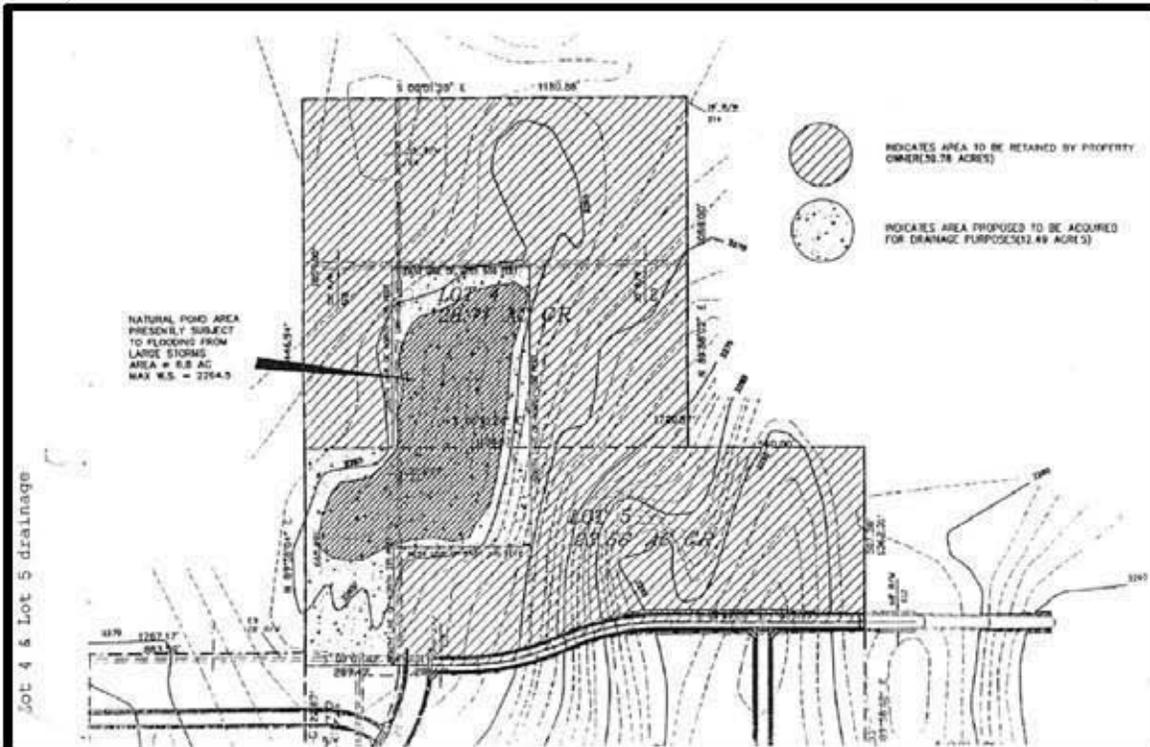
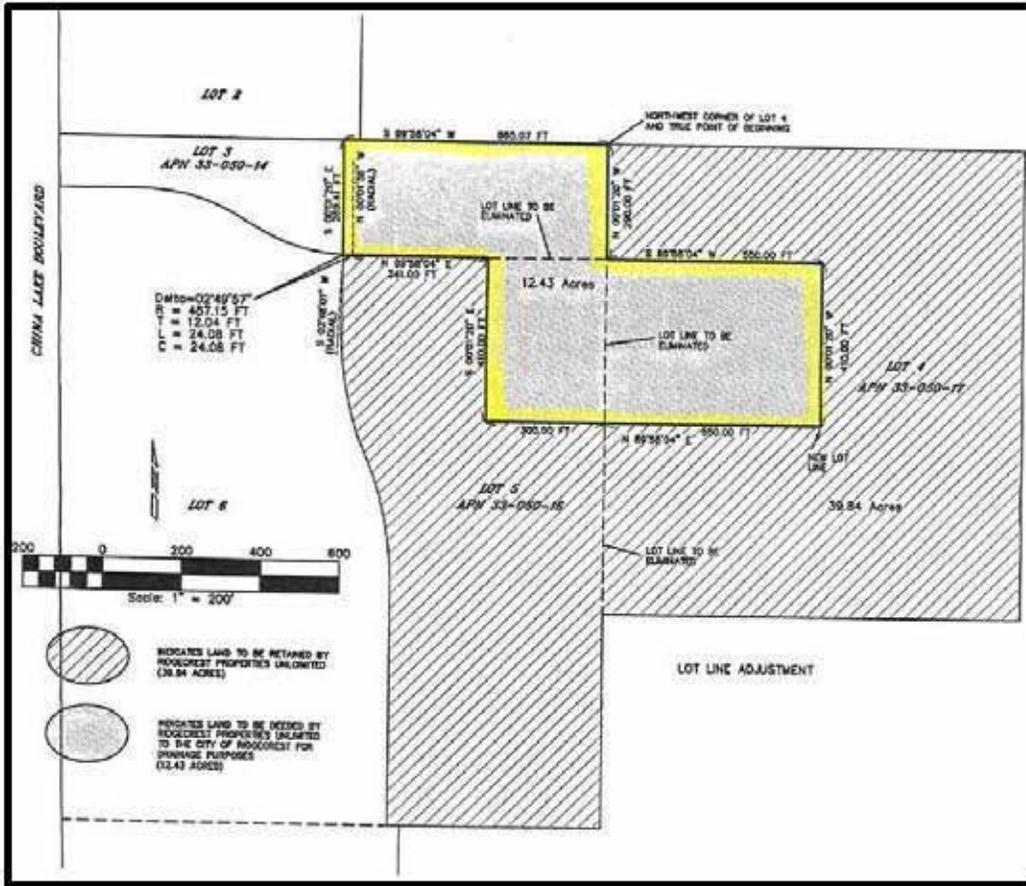
Recommendation for Disposition – Property #1

Retain for Government Use	Retention of the property by the City for government use is consistent with the goals in the approved City of Ridgecrest Redevelopment Agency Implementation Plan adopted February 12, 2010. Health and Safety Code Section 34181(a) allows for the City to retain title to property constructed and used for governmental purpose such as roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset.
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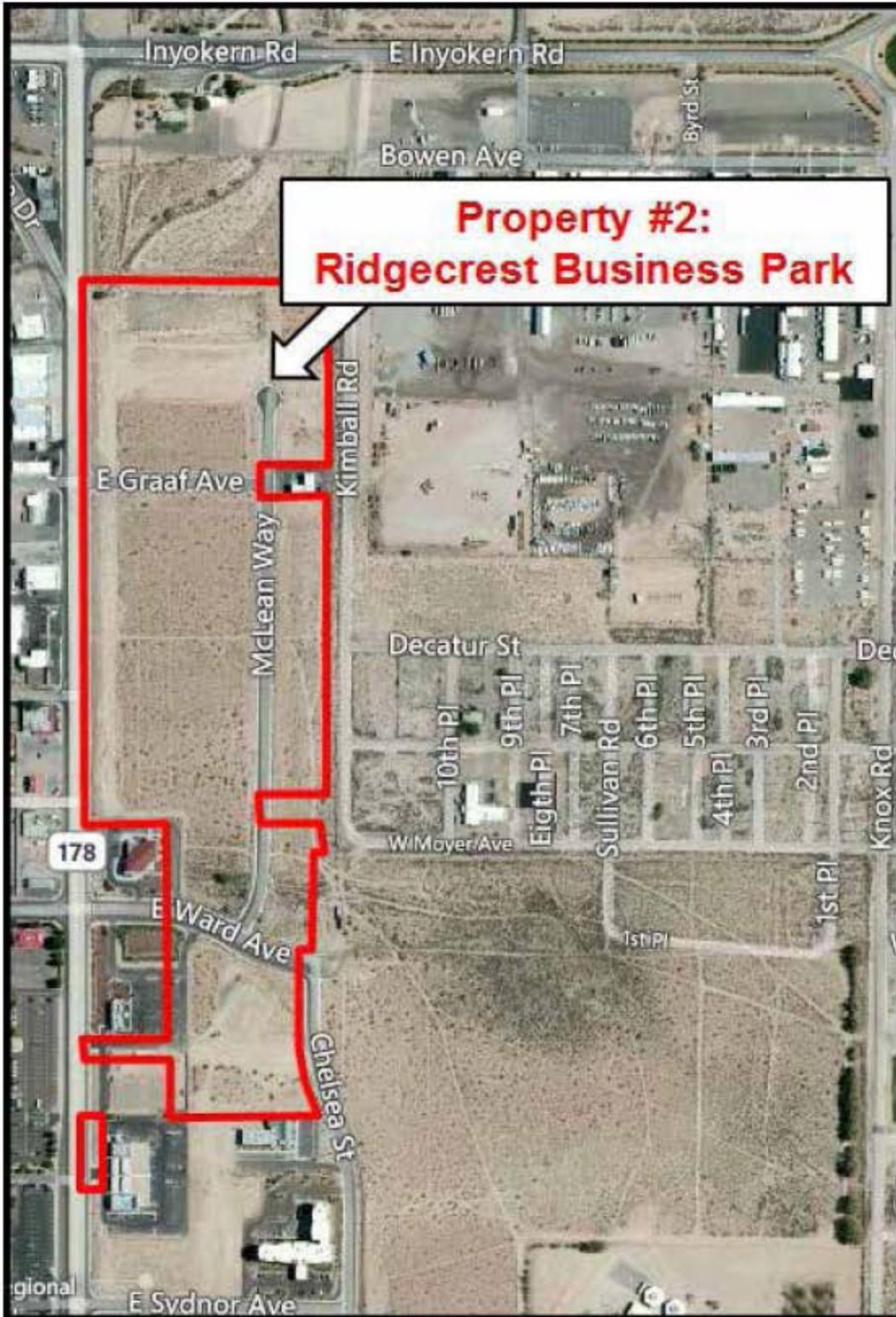
¹ See pages 4-5 of 17 of the approved City of Ridgecrest Redevelopment Project Implementation Plan (attached) for a list of goals and planned Redevelopment Projects for the Redevelopment Agency



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.



Property #2: Ridgecrest Business Park



Parcel Data – Property #2	
Address	N/A
APN	033-070-01 through 03 033-070-05 through 12 033-070-14 through 16 033-070-28 through 36 033-070-41 (24 total parcels)
Lot Size	Approximately 36.1 acres
Use	This property is a vacant lot, designated for the planned Ridgecrest Business Park Redevelopment Project
Zoning	CS – Service Commercial (General Plan C – Commercial)
Current Title	Ridgecrest Successor Agency

Acquisition & Valuation Information – Property #2	
-Purchase Date	May 2000
Purchase Price	\$348,480 cash plus \$1,853,478 promissory note due to China Lake Properties limited partnership to be adjusted as delineated in Section 1.3 of attached Ridgecrest Business Park Purchase and Sale Agreement, including condition of sharing of 50% of sale proceeds from eventual sale of a portion of the property by the former Redevelopment Agency following development of the planned Ridgecrest Business Park Redevelopment Project.
Funding Source	Tax increment
Purpose	This property was acquired by the Ridgecrest Redevelopment Agency to implement a significant Business Park Redevelopment Project to facilitate investment and revitalization in this commercial and industrial area of the City.
Estimate of Current Value	\$1,853,478
Method of Valuation	Appraisal dated October 13, 2003

Revenues Generated by Property & Contractual Requirements – Property #2	
Contractual Requirements Upon Sale of Property	There are currently no revenues generated by this property. There are contractual requirements involving the sharing of sale proceeds generated by the eventual sale of the property by the former Redevelopment Agency following development of the planned Ridgecrest Business Park Redevelopment Project as delineated in Section 1.3 of attached Ridgecrest Business Park Purchase and Sale Agreement.

History of Environmental Contamination or Remediation Efforts – Property #2	
None	No known history of environmental contamination, designation as Brownfield site, or remediation.

Transit-Oriented Development & Agency Planning Objectives – Property #2

Potential for TOD	Not applicable
Agency Planning Objectives	<p>Development of the site as the Ridgecrest Business Park meets a number of the Agency’s goals from the approved Five-Year Implementation Plan (adopted February 12, 2010), including Redevelopment Plan Goal #1 (“CLEAN” / Update and Renovate) and Redevelopment Plan Goal #4 (“GROW” / Cultivate New Investment).</p> <p>More directly, the Ridgecrest Business Park Redevelopment Project is explicitly characterized within the approved Five-Year Implementation Plan as a planned implementation activity of the former Redevelopment Agency.²</p>

Brief History of Previous Development Proposals and Activities – Property #2

History	Since Agency acquisition of this property in May 2000, the City has invested U.S. Economic Development Administration (EDA) grant funds of approximately \$1.7 million into public infrastructure (street) improvements on and surrounding the property.
---------	--

Recommendation for Disposition – Property #2

Retain for Future Development	Health and Safety Code Section 34191.5 (c) (2)(A) allows for the City to retain title to property for development that is included in an approved redevelopment plan. The future development of the property by the City is consistent with the approved Redevelopment Plan adopted February 12, 2010 as noted above.
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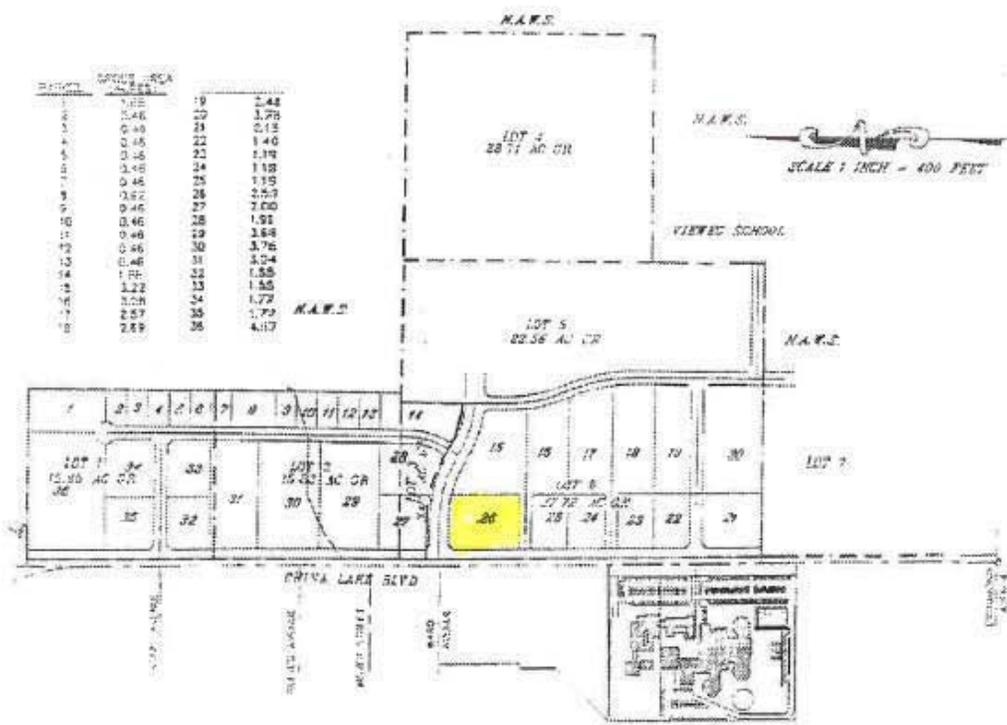
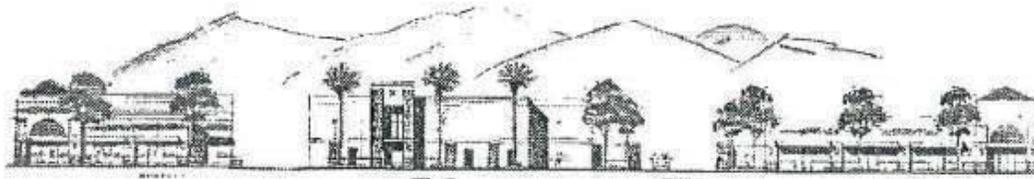
² See pages 4-5 of 17 of the approved City of Ridgecrest Redevelopment Project Implementation Plan (attached) for a list of goals and planned Redevelopment Projects for the Redevelopment Agency

"The Ridgecrest Business Park"

The Ridgecrest Business Park

East side of N. China Lake Blvd.
 At the north entrance to the City of Ridgecrest

A new 63 acre business, technology, and medical Business park
 Opening Winter of 2001



Property #3: 227 Desert Candles Street





Parcel Data – Property #3	
Address	227 Desert Candles St.
APN	080-161-25
Lot Size	0.24 acres
Use	This property contains a vacant, dilapidated single family residential dwelling
Zoning	R-1 – Single Family Residential (General Plan RL – Residential Low)
Current title	Ridgecrest Successor Agency

Acquisition & Valuation Information – Property #3	
Purchase Date	October 1998
Purchase Price	\$1.00
Funding Source	Low Income Housing Set-Aside Funds
Purpose	Future low-income housing development
Estimate of Current Value	\$40,000
Method of Valuation	Comparable sales with consideration of significant rehabilitation costs necessary on the property

Revenues Generated by Property & Contractual Requirements – Property #3	
No Revenues or Contractual Requirements	There are currently no revenues generated by this property and there are no contractual requirements related to this property.
History of Environmental Contamination or Remediation Efforts – Property #3	
None	No known history of environmental contamination, designation as Brownfield site, or remediation.
Transit-Oriented Development & Agency Planning Objectives – Property #3	
Potential for TOD	Not applicable
Agency Planning Objectives	Future development of this property by a private third party as a residential project has potential to meet Redevelopment Plan Goal #6 (“LIVE” / Housing for All) from the approved Five-Year Implementation Plan (adopted February 12, 2010). ³
Brief History of Previous Development Proposals and Activities – Property #3	
History	Purchased from U.S. Department of Housing and Urban Development (HUD) in 1998 for future low-income housing development. Multiple attempts were made to transfer to third parties for development; however dilapidated conditions and the presence of a pool on the property have made it difficult to facilitate development.
Recommendation for Disposition – Property #3	
Liquidation	Sale of property to developer or end-user for development consistent with Agency planning objectives for a sale price consistent with estimate of current value. Revenue generated from the sale of this property is proposed to be distributed to local taxing agencies pursuant to AB 1484.

³ See pages 4-5 of 17 of the approved City of Ridgecrest Redevelopment Project Implementation Plan (attached) for a list of goals and planned Redevelopment Projects for the Redevelopment Agency

3.0 Attachments

- A. Approved City of Ridgecrest Redevelopment Project Five-Year Implementation Plan (February 12, 2010)**
- B. Parcel Map – Ridgecrest Business Park**
- C. Purchase and Sale Agreement – Ridgecrest Business Park**

ATTACHMENT A:

**Approved City of Ridgecrest Redevelopment
Project Implementation Plan (February 12, 2010)**

FIVE YEAR IMPLEMENTATION PLAN

RIDGECREST REDEVELOPMENT PROJECT

FY 2009-10 through 2013-14



FEBRUARY 12, 2010



RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan: FY 2009-10 through 2013-14

ABOUT THIS IMPLEMENTATION PLAN

In 1993, the State Legislature enacted Assembly Bill 1290 requiring all redevelopment agencies to adopt five year implementation plans and ten year housing compliance plans. In fulfillment of Article 16.5 of California Community Redevelopment Law ("CRL"), the Ridgecrest Redevelopment Agency ("Agency") has prepared this Implementation Plan for the Ridgecrest Redevelopment Project Area ("Implementation Plan"). This Implementation Plan is the Agency's fourth Implementation Plan and covers fiscal years 2009-10 through 2013-14. Included in this Implementation Plan are the Agency's anticipated redevelopment and affordable housing programs during the five year planning period.

This Implementation Plan conforms to the City's General Plan and has been prepared according to guidelines established in the programs and goals outlined in the Housing Element of the General Plan.

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RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

ABOUT THE PROJECT AREA

Who, What, When, Where, and Why

The City of Ridgecrest ("City") encompasses 13,691 acres in Kern County near the southern portion of the Indian Wells Valley. The City is surrounded by four mountain ranges: the Sierra Nevada on the west, the Cosos on the north, the Argus Range on the east, and the El Paso Mountains on the south. It is approximately 80 miles from the Lancaster/ Palmdale area and approximately 125 miles from both Bakersfield and San Bernardino, the three nearest major urban centers.

Prior to the establishment of the Naval Ordinance Test Station (NOTS) at China Lake in 1943, the community consisted of a few scattered farms and homesteads. Ridgecrest was founded in 1963, after development during the 1950s and 1960s housing and services for Federal employees and contractors. NOTS, later China Lake Naval Weapons Center (NWC) and now the China Lake Naval Air Weapons Station (NAWS), continue to be the major source of employment for Ridgecrest residents. At the same time NAWS depends increasingly upon Ridgecrest for services. The economic stability Ridgecrest has enjoyed as a service community for the NAWS has been essential to its successful emergence as a community in its own right.

On November 16, 1986, the City Council adopted the Ridgecrest Redevelopment Plan and Project Area. The Project Area represents 54 percent of the total city-wide acreage, with the remainder of the City's acreage falling within NAWS and several vacant lot on the outskirts of the City. The Project Area is generally bound by Inyokern Road to the north, the Kern County limit to the east, College Heights Boulevard to the south, and Mahan Street to the west. The Project Area encompasses approximately 7,405 acres and contains a mix of land uses, predominantly residential and governmental. Other uses within the Project Area include commercial, industrial, and other miscellaneous land uses.

Notable Timeframes and Limitations		Land Uses	Population
Redevelopment Plan	Adopted 11/16/1986 Expires 11/16/2027	7,405 Acres	26,767 People ³
Final Date to Incur Indebtedness	None	<ul style="list-style-type: none"> ■ Commercial ■ Government ■ Industrial ■ Miscellaneous ■ Residential ■ Vacant 	<ul style="list-style-type: none"> ■ White ■ Black ■ Asian/Pacific Islander ■ Other
Eminent Domain Authority	N/A		
Final Date to Collect Tax Increment Revenue	11/16/2037		
Annual Tax Increment Revenue Limit ¹	\$ 20,063,181		
Total Bonded Indebtedness Limit ²	\$ 200,631,814		

¹ The annual Tax Increment Revenue Limit is adjusted annually by a Consumer Price Index (CPI) Inflationary factor. The Revenue Limit in 1986 was \$10,000,000.

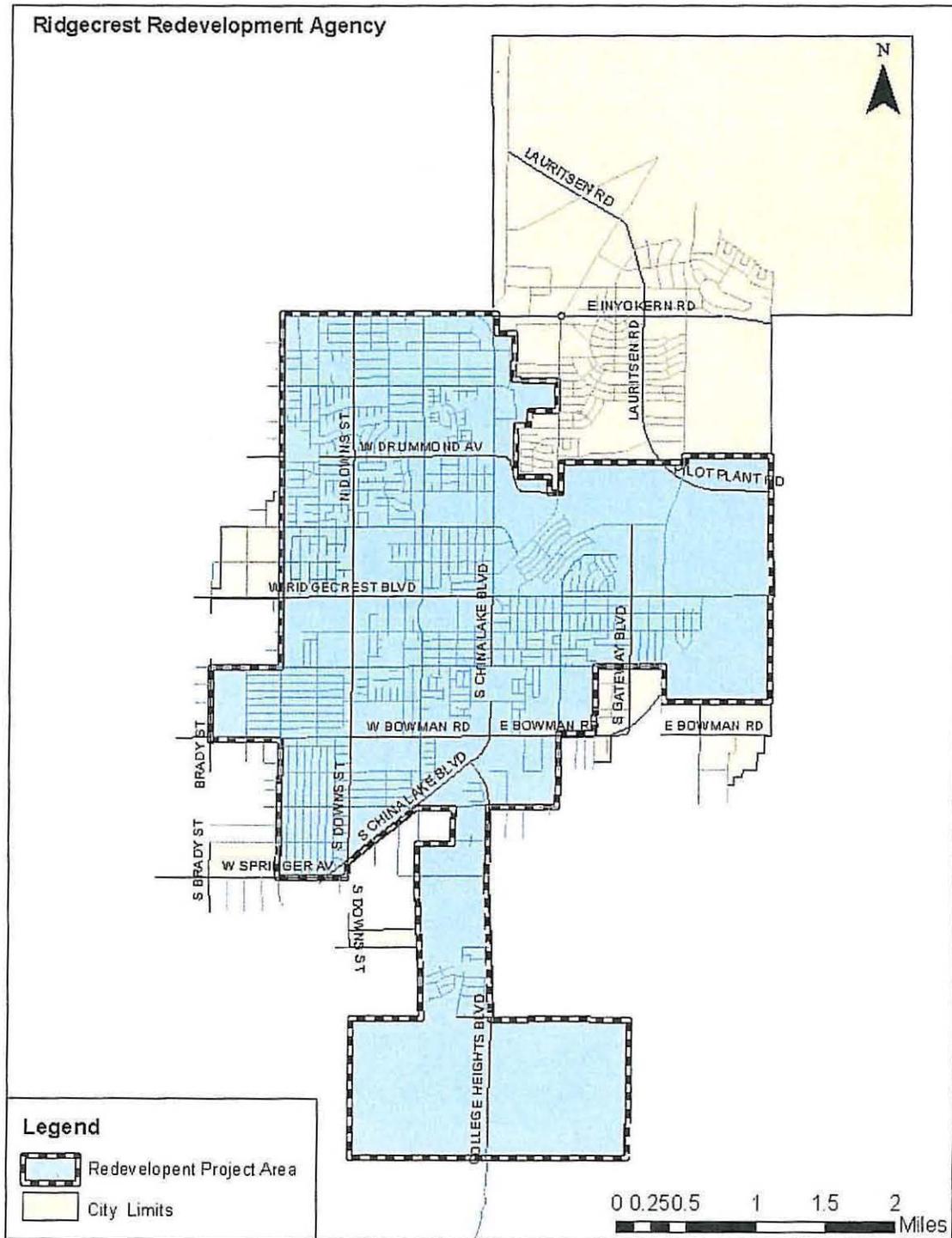
² The Total Bonded Indebtedness Limit is adjusted annually by a Consumer Price Index (CPI) Inflationary factor. The Indebtedness Limit in 1986 was \$100,000,000.

³ 2009 population estimate from ESRI, based on 2000 Census information. Hispanic/Latino is not considered a separate racial category by the Census Bureau. Of the 26,767 people in Ridgecrest, 5,062 (18.9%) identify themselves as being of Hispanic origin.

RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

RIDGECREST REDEVELOPMENT PROJECT AREA



RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

REDEVELOPMENT PLAN GOALS

Community Reinvestment and Revitalization

Adopted in 1986, the Redevelopment Plan establishes a variety of goals for redevelopment of the Project Area; these goals frame the near term redevelopment objectives for the Implementation Plan period. The Redevelopment Plan goals are listed below:



CLEAN

Update and Renovate. To stimulate and provide new private investment opportunities by revitalizing property characterized by deterioration or blight, and to encourage continued investment in the older commercial and industrial areas of the City. To remedy, remove and prevent blight and economic obsolescence.



SHOP

Revitalize the Downtown. Develop Ridgcrest as a regional center for shopping, business services, and a variety of recreational experiences by strengthening retail and other commercial functions.



ACCESS

Improve Community Facilities. To eliminate circulation problems through the reconstruction and improvement of existing streets in the project area. To improve inadequate public utilities, infrastructure and civic facilities which impair and, in some cases, prevent development allowed by the General Plan.



GROW

Cultivate New Investment. To remove physical restraints such as existing subdivision patterns which inhibit market forces for redevelopment or reuse. To provide for the expansion, renovation and relocation of businesses within the Project Area to enhance their economic viability.



HELP

Encourage Participation. Develop an effective local government that is responsive to the identified public service needs of the community, and maximize community participation in policy decisions. To encourage the cooperation and participation of residents, business, business persons, public agencies, and community organizations in the redevelopment process and activities.



LIVE

Housing for All. Facilitate provision of a range of housing by location, type, and price to meet the growth needs of the City. Promote affordable housing opportunities in compliance with the CRL and promote rehabilitation of the existing housing stock where appropriate.

RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

PROPOSED REDEVELOPMENT PROJECTS AND PROGRAMS

Five Year Work Program for Reinvestment & Revitalization

Over the next five years, the Agency plans to implement the following redevelopment projects and programs using available non-housing redevelopment funds. The list below describes the projects proposed, what blighting conditions would be eliminated, approximate costs, and the Redevelopment Plan goals that would be achieved¹.

Project/Description	Preliminary Cost Estimates	Goals Achieved
<p>Ridgecrest Business Park The Agency will promote the expansion of and upgrade local commercial facilities by providing funding for exterior and interior rehabilitation. The Agency will also fund the installation of a traffic signal at China Lake Blvd and Ward St. This project encompasses over 5.3 acres and contains 36 parcels located on North China Lake Boulevard.</p> <p>Completion of this program would address vacant buildings, low lease rates, and dilapidated buildings in the Project Area.</p> <p><i>Timeframe</i>.....2011-14</p>	<p>\$2,000,000</p>	 GROW  CLEAN
<p>Ridgecrest Industrial Park Development The Agency will promote the conversion of an existing and planned 81-acre industrial park near West Inyokern Road and Mahan Street into a mixed use development featuring research and development, manufacturing, and commercial uses.</p> <p>Completion of this project would address high vacancy rates, low lease rates, factors hindering the viable use of buildings and parcels.</p> <p><i>Timeframe</i>.....2011-14</p>	<p>\$500,000</p>	 GROW  CLEAN
<p>Capital Infrastructure Improvements Design and reconstruct infrastructure at West Ridgecrest Boulevard, College Height Street, and Norma Street. Projects will include traffic improvements, curbs, gutters, and sidewalks where necessary.</p> <p>Completion of these projects would address factors hindering the viable use of buildings or lots.</p> <p><i>Timeframe</i>.....2010-14</p>	<p>\$6,800,000</p>	 ACCESS  GROW

¹ Costs are subject to change, and completion of these projects may require future action by the Agency.

RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

Project/Description	Preliminary Cost Estimates	Goals Achieved
<p>Corporate City Yard Design and construction of a Corporate City Yard incorporating public works, street maintenance, central garage fleet operations, parks and recreation, transit and other ancillary operations to a central location.</p> <p>Completion of this project would facilitate development of inadequate lots and vacant properties.</p> <p><i>Timeframe</i>.....2010-12</p>	\$3,000,000	 CLEAN
<p>Agency Economic Development, Business Retention, and/or Incentive Grant Program The Agency will provide grants and loans to provide development, relocation, or a loan funding aimed to increase jobs or employment opportunities within the City.</p> <p>Completion of this program will decrease business vacancies and increase low lease rates. It will also create and retain jobs within the Project Area.</p> <p><i>Timeframe</i>.....2010-14</p>	\$2,750,000	 CLEAN  GROW
<p>Agency Improvement, Façade, and Business Retention Olde Towne Enhancement Grant Program The Agency may provide revolving loans to stimulate economic growth, business development, and business retention within the Project Area. Loan proceeds may be utilized to offset Development Impact Fees or Drainage and/or Traffic Fees for commercial, industrial, professional services, or retail properties.</p> <p>Completion of this program will decrease business vacancies and increase low lease rates. It will also create and retain jobs within the Project Area.</p> <p><i>Timeframe</i>.....2011-14</p>	\$1,000,000	 SHOP  CLEAN
<p>Civic Center Solar Realignment Energy Project The Agency will participate in an alternative Solar Energy Project to install a .5 megawatt photo-voltaic facility to provide heating, air conditioning, and electrical power for the civic center and community center. The project will replace inefficient, aging, and overloaded systems with new energy efficient systems.</p> <p>Completion of this project will improve public facilities.</p> <p><i>Timeframe</i>.....2011-13</p>	\$500,000	 CLEAN

RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

Project/Description	Preliminary Cost Estimates	Goals Achieved
<p>Parks and Recreation</p> <p>The Agency will acquire land to expand the Kerr McGee Youth Sports Complex, and will fund the rehabilitation and construction of facilities, including playing fields, tennis courts, restrooms, concession stands, storage facilities, lighting, fencing, and parking at the Kerr McGee Youth Sports Facility and Jackson Sports Complex. The Agency will also conduct a Phase I study for the development of an aquatic park at a location to be determined.</p> <p>Completion of this project will provide public facilities and improve existing public facilities.</p> <p><i>Timeframe.....2011-15</i></p>	<p>\$4,935,000</p>	 <p>GROW</p>
<p>Other Redevelopment Initiatives</p> <p>Consistent with the Redevelopment Plan, the Agency anticipates pursuing additional projects including infrastructure, public facilities, and other non-residential projects.</p> <p>The purpose of these projects would be to eliminate persistent elements of blight in the Project Area.</p> <p><i>Timeframe.....2009-13</i></p>	<p>Contingent on available funding</p>	
<p>Total Preliminary Cost Estimate</p>	<p>\$21,485,000</p>	

RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

PROPOSED HOUSING PROJECTS AND PROGRAMS

Five Year Work Program for Building Community Assets

Over the next five years, the Agency plans to implement the following affordable housing projects and programs. The list below describes the projects proposed, what blighting conditions would be eliminated, approximate costs, and the Redevelopment Plan goals that would be achieved.

Project/Description	Preliminary Cost Estimates	Goals Achieved
<p>Ridgecrest Villa Apartments Conversion</p> <p>The Agency will enter into an affordable housing agreement with the owner of a 24-unit apartment complex on 1.2 acres located at 141 West Upjohn Avenue. The Agency will provide a loan for the rehabilitation and conversion of the units to affordable senior housing. The loan will be partially forgivable upon successful completion of the conversion.</p> <p>Completion of the project will create affordable housing.</p> <p><i>Timeframe</i>..... 2010-11</p>	<p>\$750,000</p>	 CLEAN  LIVE
<p>Briarwood Apartment Rehabilitation</p> <p>The Agency will provide financing to rehabilitate a 48-unit apartment complex and convert the units to income restricted housing featuring long-term affordability covenants. The project is located at 831 North Norma Street and encompasses approximately 2.5 acres.</p> <p>Completion of the project will create affordable housing.</p> <p><i>Timeframe</i>..... 2011</p>	<p>\$ 2,500,000</p>	 CLEAN  LIVE
<p>Apartment Construction on West Argus Avenue</p> <p>The Agency will help finance the development of a 50-unit apartment complex on a 3 acre parcel located along West Argus Avenue. The project will yield very low to moderate income rental housing units featuring 55 year affordability covenants.</p> <p>Completion of the project will create affordable housing.</p> <p><i>Timeframe</i>..... 2011-12</p>	<p>\$2,000,000</p>	 LIVE  HELP

RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

<p>Workforce Multi-Family Housing Projects</p> <p>Workforce housing units are needed throughout the community to support the service sector employment base. The Agency will identify locations of parcels approximately 2.5 acres in size to develop approximately 50 units of workforce housing. The units are anticipated to be a rental product featuring 55 year affordability covenants.</p> <p>Completion of the project will create affordable housing.</p> <p><i>Timeframe</i>..... 2011-14</p>	<p>\$2,000,000</p>	 <p>LIVE</p>
<p>Infill Projects for Affordable Housing</p> <p>The Agency will identify opportunities to facilitate infill housing projects on vacant parcels in the Project Area, specifically near the Ridgecrest Heights area. The Agency anticipates the development of 50 low to moderate income housing units that will be sold and feature 45 year affordability covenants.</p> <p>Completion of this project will facilitate development of inadequate lots and vacant properties, and will create affordable housing.</p> <p><i>Timeframe</i>..... 2011-14</p>	<p>\$1,500,000</p>	 <p>LIVE</p>  <p>GROW</p>
<p>Habitat for Humanity</p> <p>The Agency is working with Habitat for Humanity to provide housing to low-income families in the Project Area. The Agency anticipates that 6 single family homes with 45 year affordability covenants will be developed over the next five years.</p> <p>Completion of this project will create affordable housing.</p> <p><i>Timeframe</i>..... 2011-14</p>	<p>\$115,000</p>	 <p>LIVE</p>  <p>HELP</p>
<p>First Time Homebuyers Program</p> <p>The Agency will assist up to 18 low and moderate income first-time homebuyers by providing \$7,500 in down payment assistance to qualified applicants.</p> <p>Completion of this project will help to eliminate the blighting condition of a prevalence of depreciated property values and will create affordable housing within the Project Area.</p> <p><i>Timeframe</i>..... 2011-14</p>	<p>\$135,000</p>	 <p>LIVE</p>  <p>HELP</p>
<p>Total Preliminary Cost Estimate</p>	<p>\$9,000,000</p>	

RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

AFFORDABLE HOUSING PROGRAM COMPLIANCE OBJECTIVES

Ten Year Outlook of Affordable Housing

The CRL requires all redevelopment agencies to prepare and adopt affordable housing compliance plans for successive ten year cycles, and include updates corresponding with adoption of their five year implementation plans.

This section of the Implementation Plan addresses specific requirements in the CRL with respect to prior affordable housing activities and the anticipated housing program for the current Ten-year Compliance Period from fiscal years 2004-05 through 2013-14 ("Ten Year Planning Period"). Additionally, this section evaluates the Agency's affordable housing requirements for the life of the Redevelopment Plan.

Redevelopment agencies use implementation plans to establish ten year objectives to achieve compliance with the state law in its affordable housing programs. These housing goals generally fall into three categories:

- Housing Production – Based on the number of housing units constructed or substantially rehabilitated over a ten year period, a redevelopment agency must ensure that a percentage of these units are affordable to low and moderate income households.
- Replacement Housing – Another legal obligation for redevelopment agencies is to ensure that any housing units destroyed or removed as a result of an Agency redevelopment project are replaced within four years.
- Expenditures by Household Types – The law establishes specific requirements on the amount of housing set-aside funds an agency must spend over the Ten Year Planning Period on housing affordable to very low income households, low income households, and housing for residents under the age of 65.

The housing program goals are described in this report.

RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

HOUSING PRODUCTION

Estimated Production Needs

This section of the Implementation Plan identifies all new residential construction or substantial rehabilitation that has occurred within the Project Area since adoption of the Redevelopment Plan in order to determine affordable housing production needs. It accounts for past residential construction and substantial rehabilitation, and includes projections of new dwelling units that may be constructed or substantially rehabilitated during the current ten year planning period, which extends through June 30, 2014.

To date, the Agency has not directly developed or substantially rehabilitated housing units in the Project Area. However, per Section 33413(b) of the CRL, not less than 15 percent of the units produced by persons or entities other than the Agency must be affordable to low and moderate income households. In addition, not less than 40 percent of the required affordable units must be available to very low income households at an affordable housing cost. To satisfy the Agency's production requirements, new or substantially rehabilitated units must have recorded 55-year income restrictions or covenants for rental units and 45-year income restrictions or covenants for owner occupied units. The affordable housing units may be constructed inside or outside the Project Area, but units outside the Project Area may only be counted on a 2-for-1 basis. The Agency may also purchase affordability covenants on very-low or low-income multifamily units and received production credit for such purchases on a limited basis.

Table 1 summarizes the housing production activities within the Project Area, including the first five years of the Ten Year Planning Period, and identifies the projected production requirements for FY 2009-10 through 2013-14 of the Ten Year Planning Period, and over the life of the Redevelopment Plan. Historical construction and substantial rehabilitation statistics were provided by the State Department of Finance. The number of affordable units required is based on statutory thresholds, and the Agency is responsible for ensuring that the appropriate number of affordable units is created during the ten year planning period.

It should be noted that neither the existing housing units nor projections for future dwelling units include any units to be developed by the Agency. However, the Agency will continue to cooperate with and provide assistance and incentives to private developers, in order to fulfill the Agency's affordable housing production requirements.

RIDGECREST REDEVELOPMENT PROJECT

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Time Period	Actual/Assumed Housing Units Constructed and Substantially Rehabilitated in Project Area	Required Affordable Units ¹	
		Total	Very Low
Inception to 1993-94	3,059	459	184
1994-95 to 2003-04	58	9	4
Ten Year Planning Period	1,492	224	90
2004-05 to 2008-09 (Actual)	488	73	30
2009-10 to 2013-14 (Forecast)	1,004	151	60
2014-15 to 2018-19 (Forecast)	1,197	180	72
2019-20 to End of Plan (Forecast)	2,152	323	129
Redevelopment Plan Duration (1986 to 2027)	7,958	1,195	479
Notes:			
1/	All required units based on 15 percent of actual/assumed units developed by entities other than the Agency. No units developed by the Agency.		
<i>Sources: California Department of Finance, Kern KOG</i>			

In the current 2004-05 through 2013-14 planning period, actual and projected housing production is estimated to result in a need for 224 affordable units with 90 units affordable to very low income households. Over the duration of the Redevelopment Plan, the Agency is projected to need 1,195 affordable units of which 479 units must be affordable to very low income households.

The Agency has been able to obtain some of these affordable units to date, as discussed in the following section.

RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

Housing Production Fulfillment

Table 2 identifies the Agency's anticipated plans to meet identified production requirements for the Ten Year Planning Period, and over the life of the Redevelopment Plan.

Time Period	Units Required (from Table 1)		Units Produced		Additional Units Required		Net Surplus Units Produced ^{1/}	
	Total	Very Low	Total	Very Low	Total	Very Low	Total	Very Low
10 Year Planning Period	224	90	0	0	224	90	0	0
2004-05 to 2008-09(Actual) ^{2/}	73	30	0	0	73	30	0	0
2009-10 to 2013-14(Forecast)	151	60	0	0	151	60	0	0
2014-15 to 2018-19 (Forecast)	180	72	0	0	180	72	0	0
2019-20 to End of Plan (Forecast)	323	129	0	0	323	129	0	0
Redevelopment Plan Duration ^{3/} (1986-2027)	1,195	479	487	147	708	332	0	0
Notes:								
1/	The surplus affordable units in a 10-year period may be applied against the unit production requirements during the following ten-year compliance period, while any deficit affordable units must be first produced during the following ten-year compliance period.							
2/	Affordable Units Required based on actual or estimated Total Units Produced during each planning period within the Project Area pursuant to CRL Section 33413 (b).							
3/	Redevelopment Plan Duration totals include requirements and production from the periods between the Plan inception and 2003-04. All requirements from the 1994-95 to 2003-04 period have been fulfilled, and a surplus of 19 affordable units constructed during this time period may be used to address future needs. A deficit of 41 very low income units stemming from the pre-1994 period must be addressed before the end of the Plan Duration.							
<i>Source: City of Ridgecrest Redevelopment Agency and California Department of Finance Housing Estimates.</i>								

The Agency exceeded its affordable housing requirements during the 1994-95 to 2003-04 planning period, and carried a surplus of 19 total affordable units into the current Ten Year Planning Period. The surplus units may be used to help meet future requirements during any planning period until the end of the Redevelopment Plan duration. However, the Agency does have a deficit of 41 very low income units that was accumulated before 1994, when the obligation to fulfill housing requirements during each planning period came into effect. This deficit may be filled at any time prior to the end of the Redevelopment Plan duration.

During the first five years of the current Ten Year Planning Period (fiscal year 2004-05 through 2008-09), the Agency generated a requirement for 73 affordable units, of which 30 needed to be affordable to very low income households. During the remainder of the Ten Year Planning Period (fiscal year 2009-10 through 2013-14), the Agency is anticipated to incur a need for 151 inclusionary units, of which 60 need to be very low income units. To meet its estimated requirements for the Ten year Planning Period, over the next five years the Agency must produce 224 affordable units, of which 89 units must be affordable to very low income households.

RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

From 2014-15 to the remaining life of the Redevelopment Plan, the Agency is projected to generate the need for 503 affordable units of which 201 need to be affordable to very low income households. Over the duration of the Plan, it is estimated that the Agency will generate the need for 1,195 affordable housing units, including 478 very low income units. Thus far, 487 total affordable housing units, including 147 very low income units, have been constructed in the Project Area.

REPLACEMENT HOUSING NEEDS

The CRL requires that whenever dwelling units housing low and moderate income households are destroyed as part of an Agency project, the Agency is responsible for ensuring that an equivalent number of replacement units are constructed or substantially rehabilitated within four years. These units must provide at least the same number of bedrooms destroyed, and 100 percent of the replacement units must be affordable to the same income categories (i.e. very low, low, and moderate) as those removed. The Agency receives a full credit for replacement units created inside or outside the Project Area.

According to Agency records, no units have been destroyed by Agency activity. Additionally, no units are expected to be destroyed or removed as a part of an Agency project during the planning period or over the life of the Redevelopment Plan.

LOW AND MODERATE INCOME HOUSING FUND

The Agency's primary source of funding for housing program implementation is the annual set-aside deposits of 20% of the Agency's total tax increment in the Low and Moderate Income Housing Fund ("Housing Fund"). The CRL requires that not less than 20% of all tax increment revenue allocated to the Agency must be used to increase, improve, and preserve the community's supply of housing available, at affordable housing cost, to persons and families of very low, low, and moderate incomes. Beginning July 1, 2009, the Agency had a Housing Fund balance of approximately \$4,901,910². As shown in Table 3, it is estimated that the Agency will deposit an additional \$10,178,073 into the Housing Fund.

Table 3: Estimated Housing Fund Deposits

Fiscal Year	Estimated Deposit Amount	
	Annual	Cumulative
2009-10	\$ 1,971,970	\$ 1,971,970
2010-11	1,965,134	3,937,104
2011-12	2,021,967	5,959,071
2012-13	2,079,936	8,039,007
2013-14	2,139,065	10,178,073

Source: RSG Tax Increment Projections

Targeting of Housing Fund Expenditures

Effective January 1, 2002, expenditure of housing set-aside revenues is subject to certain legal requirements. At a minimum, the Agency's low and moderate income housing set-aside revenue is to be expended in proportion to the community's need for very low and low income housing, as well as the proportion of the low income population under the age of 65. New legal requirements took effect in 2006 that modified the previous limitation of spending Housing Fund monies on households under the age of 65. Section 33334.4(b) of the CRL formerly required that an agency spend its Housing Fund monies "in at least the same proportion as the low-income population under age 65 bears to the most recent census." The new statute provides a higher level of specificity to spend monies "in at least the same proportion as the number of low-income households with a member under age 65 bears to the total number of low-income households of the community as reported in the most recent census."

² Per Agency's Basic Financial Statements and Independent Auditors Report for the Fiscal Year Ended June 30, 2009.

RIDGECREST REDEVELOPMENT PROJECT

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The percentage of very low and low income household expenditure requirements are based on Kern County Association of Governments ("KCOG") Regional Housing Needs Assessment ("RHNA") requirements for the City of Ridgecrest for the planning period of January 1, 2006 through June 30, 2014. The percentage of low income households under the age of 65 is based on Comprehensive Housing Affordability Strategy³ ("CHAS") reports of 2000 Census data as required by CRL Section 33334.4, enacted in 2005. Data relating to low income households under the age of 65 is not readily available from the Census. However, CHAS uses an extrapolation of Census data to calculate the number of low income households under the age of 62; which is the data that may be closest to that which is required by the CRL and used in this Plan.

Table 4 below presents the Agency's requirements over the Ten Year Planning Period for Housing Fund expenditures, from January 1, 2002 June 30, 2014.

Household Type	Minimum Percentage of Housing Fund Expenditures
Very Low Income Households	41%
Low Income Households	28%
Households Under Age 65	71%

Source: ESRI Business Online, KCOG, HUD

Between 2002 through 2006, the Agency's expenditures on non-senior housing were expected to be proportional to the prior requirement of 89 percent. However, for expenditures after 2006, including this implementation plan period, the minimum non-senior housing requirement is 71 percent of total Housing Fund expenditures. The minimum requirements for very-low and low income housing are 41 percent and 28 percent of total Housing Fund expenditures, respectively. Over the next five years of the compliance planning period available Housing Fund revenue must be allocated to meet these RHNA-based ratios.

Housing Set-Aside Expenditures since January 2002

The proportionality requirements affect expenditures over a ten year period, although the law permits the compliance initially for a period beginning January 2002 and ending June 30, 2014. Table 5 below documents the amount of Housing Fund revenues used since January 2002 for these income categories. The Agency is required to fulfill its target requirements by FY 2013-14.

³ Comprehensive Housing Affordability Strategy, "<http://socds.huduser.org/chas/index.htm>"

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Table 5: Expenditure Targeting Status - Actual and Planned Expenditures

	Total ^{1/}	Very Low Income	Low Income	Households Under Age 65
Expenditure Targeting Summary				
Actuals (2001-02 through 2008-09)	\$ 687,433	\$ 64,551	\$ 559,132	\$ 212,433
Planned (2009-10 through 2013-14) ^{2/}	9,000,000	3,914,216	2,165,459	6,691,039
Planning Period Projected Totals	9,687,433	3,978,767	2,724,591	6,903,472
Planning Period Targets ^{3/}	100%	41%	28%	71%

Notes:

- 1/ Also includes moderate income household and senior housing expenditures which are not subject to proportionality requirements.
- 2/ Planned expenditures based on projects listed in 2009-10 implementation plan and are subject to change.
- 3/ Targets based on estimates of planned expenditures and targeting percentages shown in Table 4. Actual targets are based on actual expenditures at the end of the 2001-02 - 2013-14 compliance period.

Source: City of Ridgecrest financial statements and estimated housing fund expenditures

The Agency spent \$64,551 on very low income households and \$559,132 on low income households during the 2001-02 through 2008-09 period. During this period, the Agency spent \$212,433 on households under age 65. Under current total planned expenditures, the Agency is required to spend at least \$3,914,216 on very low income housing, and \$2,165,459 on low income housing during the 2009-10 through 2013-14 period. The Agency must also spend \$6,691,039 on housing for households under age 65 during this period.

RIDGECREST REDEVELOPMENT PROJECT

Five Year Implementation Plan 2009-10 through 2013-14

Units Assisted by the Housing Fund

State law requires a recap of the affordable housing projects for families (households under the age of 65) assisted by the Housing Fund over the past implementation plan period. In addition the CRL requires a recap of affordable housing projects assisted by the Housing Fund. Table 6 below summarizes these statistics by project from 2002 through 2009 to account for affordable housing projects since proportionality requirements became effective.

Project/Location	Housing Set-Aside Expenditures	Units Assisted by Housing Set-Aside Fund (FY 2001-02 through 2008-09)					Total
		Extr. Low	Very Low	Low	Moderate		
Family Projects	\$ 212,433 31%	0	27	49	40	116	
First Time Homebuyer	\$ 15,000	0	26	19	15	60	
Ridgecrest Cares	\$ 32,433	0	1	9	0	10	
Desert Willows	\$ 75,000	0	0	15	0	15	
Habitat for Humanity	\$ 30,000	0	0	6	0	6	
Women's Shelter	\$ 60,000	0	0	0	25	25	
Senior Projects	\$ 475,000 69%	0	3	23	0	26	
High Desert Haven	\$ 475,000	0	3	23	0	26	
Totals	\$ 687,433 100%	0	30	72	40	142	

Housing Units Constructed During Prior Implementation Plan Period without Using Housing Funds

No income-restricted housing units with affordability covenants were constructed in the Project Area without using Housing Funds during the prior Implementation Plan period.

ATTACHMENT B:

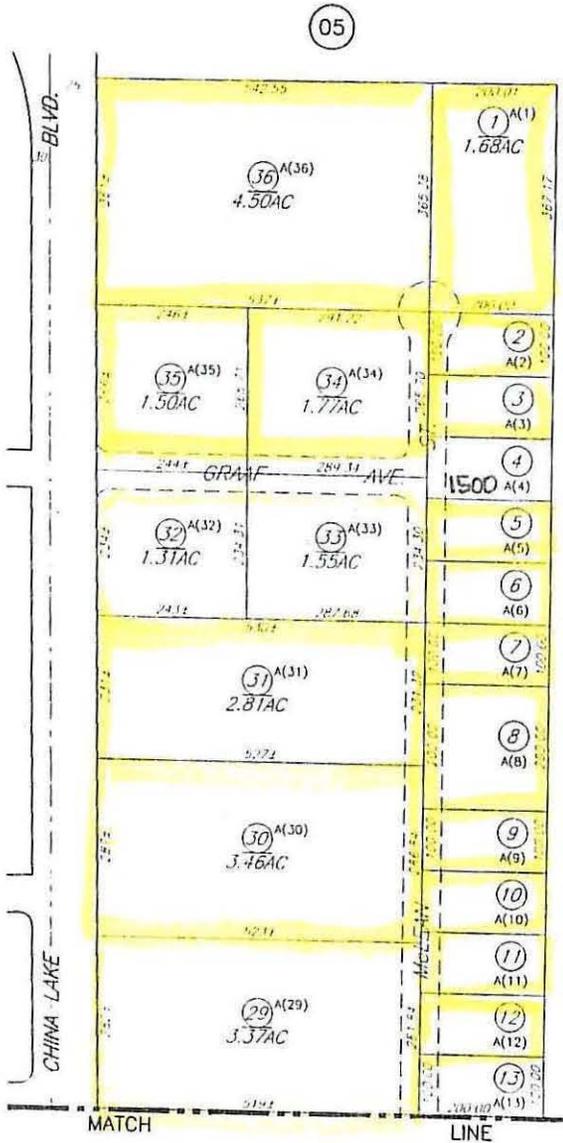
Parcel Map – Ridgecrest Business Park

033-07

PTN. E1/2 SEC. 27 T.26S. R.40E.

RRSA Property List RBP Summary #2-24,31 Parcel Map 10819

033-07

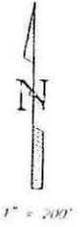


BK. 419

LEGEND	
REVISED	June 7, 2011
JURISDICTION	CITY OF RIDGECREST
SUBD. KEY	BLT SUBD
A	PM 10819
B	LLA #20420M059
C	LLA 06-04
D	LLA 07-08
E	PM 11806
(10)	DESIGNATIONS (S PARCELS)
DISCLAIMER	
This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.	



BK. 421



ASSESSORS MAP NO. 033-07
COUNTY OF KERN

08

ATTACHMENT C:

**Purchase and Sale Agreement –
Ridgecrest Business Park**

**Ridgecrest Business Park (RBP)
Purchase Agreement and Escrow Instructions**

4/19/00

AGREEMENT AND ESCROW INSTRUCTIONS FOR ACQUISITION OF REAL PROPERTY

THIS AGREEMENT AND ESCROW INSTRUCTIONS FOR SALE AND ACQUISITION OF REAL PROPERTY (the "Agreement") is entered into by and between the Ridgecrest Redevelopment Agency, a public body corporate and politic, (hereinafter called "Agency"), and China Lake Properties, a California limited partnership (hereinafter called "China Lake") for acquisition by the Agency of certain real property hereinafter set forth and is made on the basis of the following facts, intentions and understandings.

RECITALS

A. China Lake is the present owner of that certain real property and the improvements located thereon (the "Property") located in Ridgecrest, California, (the "City") at Blocks 1000 through 1600 on the east side of China Lake Boulevard, and more particularly described in Exhibit "A" ("Legal Description"), which is attached hereto and incorporated herein by reference.

B. Agency desires to acquire the Property for purposes of redevelopment, including (a) the integration of all existing and proposed development into an overall business park for the area, maximizing and enhancing the existing amenities, (b) enhancing the area as a business park for the entire City and (c) providing for much needed commercial activity and growth within the community, and China Lake has agreed to sell, assign and transfer the Property on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Purchase and Sale of China Lake's Interest. China Lake shall sell to Agency, and Agency shall purchase from China Lake, China Lake's Interest in the Property, which consists of a fee simple interest (subject to the exceptions to title as set forth in the title policy approved in writing by the Executive Director of the Agency, or his designee), for a Purchase Price calculated as follows: (i) the first eight (8) acres at zero; (ii) the next eight (8) acres (the first sixteen (16) acres being referred to as the "Group I Parcels") at one dollar (\$1.00) per square foot; (iii) the next twenty-one (21) acres (the "Group II Parcels") at one dollar (\$1.00) per square foot; and (iv) the balance of the Property (the "Group III Parcels") at fifty percent (50%) of the fair market value to be determined as provided in Section 1.3 hereof.

1.1 The Purchase Price shall be paid part in cash, in an amount equal to \$348,480 (the "Cash Amount") and part in accordance with the terms of a promissory note in the initial amount of \$1,853,478.00 which amount is to be adjusted as provided in Section 1.3 (the "Note Amount") substantially in the form attached hereto as Exhibit "E" (the "Promissory Note") for purposes of this Agreement, the Purchase Price for the Group III Parcels has been set at \$1.00 per square foot, which amount will be adjusted as provided in Section 1.3. The Promissory Note shall be secured by a deed of trust on the Property (excluding therefrom the Group I Parcels and the Land Underlying the Proposed Rights-of-Way for the Improvements) in substantially the form attached hereto as Exhibit "F" (the "Deed of Trust"). The Land Underlying the Proposed Rights-of-Way which are to be excluded from the effect of the Deed of Trust are identified in Exhibit "A," and are subject to a



Power of Termination as defined in Civil Code section 885.010, et. sec., or successor provisions thereto, as more fully described in the Grant Deed referred to below).

1.2 The Promissory Note shall provide among other things that a pro-rata portion of the principal thereof shall be payable to China Lake upon close of escrow with respect to a sale or lease of any portion of the Group II Parcels or Group III Parcels. The portion of the Purchase Price to be paid with respect to any parcel shall be calculated on gross square foot basis and shall be measured as if the property extends to the centerline of any adjacent public right-of-way other than China Lake Boulevard. The Purchase Price for the Group II Parcels and the Land Underlying the Proposed Rights-of-Way shall be calculated based on \$1.00 per square foot and the Purchase Price with respect to the sale of the Group III Parcels (exclusive of the Land Underlying the Proposed Rights-of-Way) shall be calculated based on the adjusted amount as determined pursuant to Section 1.3 hereof.

1.3 The Purchase Price (and the Note Amount) with respect to the Group III Parcels has been set initially at \$1.00 per square foot and shall be adjusted upon the sale or lease of all of the Group I Parcels and Group II Parcels. The Agency shall provide written notice to China Lake of opening escrow with respect to the final parcel or parcels of the Group II Parcels. The parties shall then meet to establish the fair market value for the Group III Parcels. If an agreement cannot be reached as to fair market value, either party, or both, may obtain an appraisal from an MAI (or similarly qualified) appraiser and if an agreement cannot be reached, then the two appraisers shall select a third similarly qualified appraiser. Fair market value shall then be determined based on the average of the two closest appraised values. Each appraiser shall be instructed to assume completion of the Improvements. If China Lake fails to meet with the Agency or fails to obtain an appraisal as provided in this section, then fair market value of the Group III Parcels shall be determined based on the appraisal obtained by the Agency. In the event that all of the Group III Parcels have not been sold within three (3) years of the establishment of the adjusted Purchase Price for the acres and each three years thereafter, the Purchase Price shall be adjusted again in accordance with the above procedure for the then unsold Group III Parcels. For purposes of this section the fair market value of the Group III Parcels shall set with out regard to the Land Underlying the Proposed Rights-of-Way, which has been set at \$1.00 per square foot.

The Land Underlying the Proposed Rights-of-Way is subject to a Power of Termination, as defined by Civil Code section 885.010, et. sec., or successor provisions thereto, to the extent that the Improvements as defined in the Agreement to be constructed upon such land or portion thereof, are not completed. The exercise of the Power of Termination shall be identified by the commencement of a foreclosure proceeding, non-judicially by the recordation of a notice of default, or judicially by the filing of a complaint for judicial foreclosure. Further, the trustee's deed upon sale in a non-judicial foreclosure action or the entry of judgment in an action for judicial foreclosure shall be effective to transfer the title to the Land Underlying the Proposed Rights-of-Way then subject to the Power of Termination to the transferee identified in such trustee's deed or the such judgment or execution resulting therefrom. This Power of Termination shall not apply to any portion of the Land Underlying the Proposed Rights-of-Way upon which the Improvements have been completed.

2. **Closing.** This transaction shall close ("Closing") no later than April 28, 2000 (the "Outside Date"). The Closing shall occur at a location within Kern County at a time and place reasonably agreed on by the parties. The "Closing" shall mean the time and day the Grant Deed (referred to below) are filed for record with the Kern County Recorder. The "Closing Date" shall mean the day on which the Closing occurs.

3. **Conditions of Closing.** The Closing is conditioned upon:

(a) Conveyance to Agency of good and marketable title free of any and all interests, encumbrances, liens, easements, rights of possession, rights of approval by third parties as to the development of the Property or other clouds of title, except for such exceptions as set forth in the title insurance policy approved in writing by the Executive Director of the Agency, or his designee; and

(b) Delivery of a standard CLTA Owner's title insurance policy, at Agency's expense, subject only to such liens, encumbrances, clouds or conditions as may be approved in writing by Agency's Executive Director, or designee; and

(c) Satisfaction of all of the China Lake's obligations enumerated in Section 4 hereof; and

(d) Satisfaction of all of Agency's obligations in Section 5 hereof; and

(e) Agency's written approval of the Preliminary Title Report required under Section 9.2 of this Agreement; and

(f) Agency's environmental consultant, if any, providing to Agency evidence deemed sufficient by Agency, in writing that the Property is clear of hazardous contamination. The cost of said site investigation shall be at the expense of Agency; and

(g) China Lake's execution of an affidavit of exemption from the Foreign Investment in Real Property Tax Act ("FIRPTA"); and

The closing of escrow on the transaction shall be deemed a waiver of any unsatisfied condition. To the extent that any of the above conditions cannot be satisfied or waived, then this Agreement shall be terminated.

4. **China Lake's Obligations.** China Lake shall deliver to escrow on or before noon, five (5) business days after this Agreement is executed by Agency a grant deed signed by China Lake and notarized in the form of Exhibit "C" attached hereto and incorporated herein by this reference (the "Grant Deed").

5. **Agency's Obligations.** No later than 12:00 o'clock noon one business day before the anticipated Closing, Agency shall deliver to escrow the following:

(a) The Cash Amount; and

(b) The certificate of acceptance (Exhibit "D") signed by Agency's authorized representative in the form attached to the Grant Deed.

(c) The Promissory Note and the Deed of Trust signed by the Agency and notarized in the form of Exhibit "E" and Exhibit "F" attached hereto and incorporated herein by this reference.

6. Representations and Warranties of China Lake. China Lake represents and warrants to Agency as follows:

(a) China Lake is the owner of the Property and has full right, power, title and lawful authority to enter into this Agreement and to grant, sell and convey the Property as provided herein and, except as disclosed in writing by the China Lake to the Agency, China Lake has not entered into or executed any agreement or document which would transfer all or part of China Lake's interest in the Property to any third party; and

(b) There are no tenants or other persons who have a lawful interest in the Property; and

(c) Except as disclosed by the China Lake in writing to the Agency, there are no service contracts or other contracts affecting the Property; and

(d) To the best of China Lake's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign; and

(e) Until the closing, China Lake shall maintain the Property in such condition as existed on March 15, 2000, the date on which Agency conducted an inspection of the Property; and

(f) Until the closing, China Lake shall not do anything which would impair China Lake's title to any of the Property; and

(g) To the best of China Lake's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument which affects the Property; and

(h) Until the closing, China Lake shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 6 not to be true as of closing, immediately give written notice of such fact or condition to Agency; and

(i) China Lake is not a "foreign person" within the parameters of FIRPTA, or is exempt from the provisions of FIRPTA, or that China Lake has complied and will comply with all the requirements under FIRPTA.

The representations and warranties set forth in this Section 6 shall survive close of escrow.

7. Intentionally Omitted.

8. Condition of the Property.

8.1 Hazardous Waste. Neither China Lake nor, to the best of China Lake's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. China Lake shall not cause or permit the presence, use generation, release,

discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes 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 Section 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 "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 Code of Regulations, 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) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. 51317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 56901 et seq. (42 U.S.C. 56903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42. U.S.C. 56901 et seq. (42 U.S.C. 59601).

8.2 Compliance with Environmental Laws. To the best of China Lake's knowledge, the Property and its present use do not violate any applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environmental Quality Act, and the rules, regulations, and ordinances of the City within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

8.3 Agency's Environmental Contingency. This Agreement, or escrow created hereby, is additionally contingent upon the Agency receiving satisfactory evidence, in the form of an environmental assessment report, from a licensed contractor who is acceptable to the Agency in its sole and absolute discretion and who shall be hired by the Agency, showing that the Property is free from any Hazardous Materials in the soil or groundwater, or any other conditions which may affect the value of the Property. In the event the Agency is not able to obtain such an environmental assessment report, the Agency is entitled to conduct such further and other examination and testing as it or any other responsible governmental agency may require or request to determine the nature, source, scope, and extent of such Hazardous Materials, or it may cancel escrow. If a licensed contractor selected by the Agency determines that there are Hazardous Materials in, on or under the Property, including in the groundwater, then the Agency may elect to: (i) cancel escrow; or (ii) purchase the Property at the price agreed to herein. Regardless of which option is selected by the Agency in the event Hazardous Materials are found in, on or under the Property, neither party waives or relinquishes any common law or statutory rights it or they may have against one another or third persons arising from or related to the cause or source of the Hazardous Materials, or for contribution

or indemnity as a result of site evaluation, remediation and clean-up costs and liability. The Agency, at its option, may elect to remove or cause the removal of any Hazardous Waste; provided, that the costs incurred by the Agency shall be deducted from future sales proceeds of the Property prior to completing any calculations required by Section 1.1 until the Agency is fully reimbursed for such costs.

9. Escrow. Within five (5) days after the execution of this Agreement by Agency, the parties shall open escrow with an escrow company mutually agreeable to the Agency and China Lake (the "Escrow Agent").

9.1 Escrow Fees, Charges and Costs. Agency agrees to pay all of China Lake's and Agency's usual fees, charges, and costs which arise from escrow.

9.2 Preliminary Title Report. Promptly after the opening of escrow, Agency shall obtain a Preliminary Title Report on this Property issued by a title company selected by the Agency.

10. Escrow Instructions. This Agreement constitutes the joint escrow instructions of Agency and China Lake, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

By noon, the last business day before Closing, Agency will deposit the certificate of acceptance with Escrow Agent. Agency agrees to deposit the Cash Amount together with the Promissory Note and Deed of Trust upon demand of Escrow Agent. Agency and China Lake agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

Insurance policies for fire or casualty, if any, are not to be transferred, and China Lake will cancel his own policies after the Closing.

All funds received in this 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 of California. All disbursements shall be made by check from such account. However, if escrow does not close within 2 business days from deposit of the Purchase Price, the funds shall be deposited into an interest bearing account with such interest accruing to the benefit of the Agency.

Escrow agent is instructed to release China Lake's escrow closing and Agency's escrow closing statement to the parties as identified in Section 15.4 of this Agreement.

Escrow Agent is authorized to, and shall:

(a) Pay and charge China Lake, with China Lake's prior written consent, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement (Agency's sole remedy in the event that China Lake fails to agree to such payments or charges shall be termination of this agreement pursuant to section 11); and

(b) Pay and charge Agency for any escrow fees, charges, and costs payable under Section 9.1 and 9.2 of this Agreement; and

(c) Disburse funds, deliver, and record the Grant Deed and the Deed of Trust when conditions of this escrow have been fulfilled by Agency and China Lake; and

(d) Do such other actions as necessary, including obtaining policy of title insurance, to fulfill its obligations under this Agreement; and

(e) If the provisions of FIRPTA apply to the transaction memorialized in this Agreement, and unless China Lake is not a "foreign person" or an exemption applies, the Escrow Agent shall deduct and withhold from China Lake's proceeds ten percent (10%) of the gross sales price and shall otherwise comply with all applicable provisions of FIRPTA. China Lake and Agency agree to execute and deliver as directed by Escrow Agent any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and regulation promulgated thereunder. China Lake expressly agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a China Lake's Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent; and

(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.

All time limits within which any matter herein specified is to be performed may be extended, but only by mutual agreement of the parties hereto, and by amendment of this Agreement. Any amendment of, or supplement to, this Agreement must be in writing, and signed by both parties, hereto.

11. Termination.

If (except for deposit of money by Agency, which shall be made by Agency upon demand of Escrow Agent before the Closing) escrow is not in condition to close by the Outside Date, then either party may give ten (10) days written notice to the other and if at the end of such notice period the escrow is not in a condition to close, such party may, in writing, demand the return of money or property and terminate this Agreement.

12. Loss or Damage. Loss or damage to the Property, by fire or other casualty, occurring prior to the recordation of the Grant Deed shall be at the risk of China Lake. In the event that loss or damage to the Property, by fire or other casualty, occurs prior to recordation of the Grant Deed, Agency may elect to require that the China Lake pay to Agency the proceeds of any insurance which may become payable to China Lake by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of the Property by reason of such loss or damage or the amount of insurance payable to China Lake, whichever is greater.

13. Construction of Improvements. The Agency, at no cost to China Lake, will construct or cause the construction of all of the off-site public improvements required in connection with the development of the Property as described in Exhibit B (the "Improvements"). The Improvements shall be constructed in accordance with the Schedule attached hereto as part of Exhibit "B" (the "Schedule"). The Agency shall fund all of the construction of the Improvements,



including, without limitation, engineering and design services and marketing costs. Additionally, the Agency shall pay for the demolition and removal of any existing buildings or improvements on the Property prior the commencement of construction of the Improvements and shall comply with all mitigation measures required pursuant to the California Environmental Quality Act or other environmental review requirements. The Agency agrees to commence construction of the Improvements not later than March 15, 2002 and thereafter to proceed with reasonable diligence Improvements. The obligation of the Agency to proceed with the development of the Improvements shall be secured by a deed of trust in the form attached hereto as Exhibit "F."

14. Sale or Lease of the Property. The Agency agrees that it will use its best efforts to market and sell or lease the Property for the purpose of developing a business park. The Agency shall be solely responsible for determining to whom to sell or lease the Property and for what consideration. If all of the Property has not been sold or leased by the end of the tenth (10th) year following the Close of Escrow, the Agency agrees to sell all or any portion of the Property to a third party or parties identified in writing to the Agency by China Lake with a specific reference to exercise of the provisions of this Section 14; provided, that the Agency shall receive not less than one-half of fair market value of the portion of the Property being sold and that China Lake delivers a release of the Deed of Trust with respect to the portion of the Property being sold in exchange for payment to China Lake of the balance of the proposed purchase price.

15. General Provisions.

15.1 Real Estate Brokerage Commission. China Lake represents and warrants to the Agency that the Agency is not responsible for any broker's or finder's commission or finder's fee if any, in connection with this transaction, and agrees to defend and hold harmless the Agency from any claim to any such commission or fee resulting from any action on its part.

15.2 Assignment.

This Agreement shall be binding upon and shall inure to the benefit of Agency and China Lake and their respective heirs, personal representatives, successors and assigns.

Agency shall not assign this Agreement or any interest or right under this Agreement or under the escrow prior to the close of escrow without obtaining the prior written consent of China Lake. China Lake may not assign any of its rights pursuant to this Agreement without the written consent of the Agency. In no event shall any assignment relieve the assigning party of any of its obligations under this Agreement.

15.3 Attorneys' Fees. In any action between the parties to interpret, enforce, award, 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 to, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

15.4 Approvals and Notices. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party



may later designate by Notice. Any Notice given under this paragraph, whether personally or by mail, shall be deemed received only upon actual receipt by the intended party.

To China Lake: China Lake Properties
5150 Savannah Drive
Banning, California 92220
Attention: Robert Menke

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

With Copies To: Stradling Yocca Carlson and Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: David R. McEwen

15.5 Jurisdiction and Venue. This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. The parties consent to the jurisdiction of the California courts with venue in Kern County.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.



15.11 Offer. Any delivery of unsigned copies of this Agreement is solely for the purpose of review by the party to whom delivered, and neither the delivery nor any prior communications between the parties, whether oral or written, shall in any way be construed as an offer by Agency, nor in any way imply that Agency is under any obligation to enter the transaction which is the subject of this Agreement. The signing of this Agreement by China Lake constitutes an offer which shall not be deemed accepted by Agency unless and until buyer has signed this Agreement. This is not a binding agreement until and unless executed on behalf of Agency by its Executive Director or his designee after adoption of a resolution or minute action by the Agency.

15.12 Right of Access. Agency shall first be entitled to possession of the Property on and after the Closing Date. Prior to the Closing date, Agency, and its representatives, agents, employees, contractors and designees shall have the right of access to the Property at all reasonable times for the purpose of making necessary and appropriate inspections, tests, borings, samplings, surveys, etc. The Agency shall save and protect the China Lake against any liability and/or claims resulting from such access or use of the Property undertaken pursuant to this Section.

15.13 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.

15.14 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.

15.15 Time of Essence. Time is expressly made of the essence with respect to the performance by Agency and China Lake of each and every obligation and condition of this Agreement including, without limitation, the Closing.

15.16 Cooperation. Each party agrees to cooperate with the other in the Closing of 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.

15.17 Records. The Agency agrees that all business records relating to the park will be held in confidence to the extent permitted by law.

16. Agreement in Total.

16.1 Merger of Prior Agreements and Understandings. 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. China Lake is entering this Agreement based solely upon the representations set forth herein and upon China Lake own independent investigation of any and all fact China Lake deems material.

16.2 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

16.3 Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated in this Agreement by this reference. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twelve (12) pages and six (6) exhibits including Exhibit "A," Legal Description; Exhibit "B," Agency Improvements; Exhibit "C," Grant Deed; Exhibit "D," Certificate of Acceptance; Exhibit "E," Promissory Note; and Exhibit "F," the Deed of Trust.



IN WITNESS WHEREOF, the Agency and the China Lake have signed this Agreement on the date set forth below.

SELLER:

CHINA LAKE PROPERTIES, a California limited partnership

Dated: 4-19, 2000

By: B. A. Manke
Its: General Partner

BUYER:

RIDGECREST REDEVELOPMENT AGENCY, a public body, corporate and politic

Dated: _____, 2000

Executive Director

ATTEST:

Agency Secretary

IN WITNESS WHEREOF, the Agency and the China Lake have signed this Agreement on the date set forth below.

SELLER:

CHINA LAKE PROPERTIES, a California limited partnership

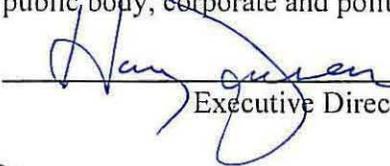
Dated: _____, 2000

By: _____
Its: _____

BUYER:

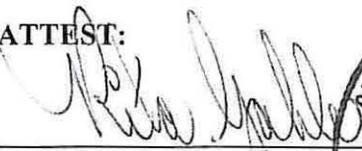
RIDGECREST REDEVELOPMENT AGENCY, a public body, corporate and politic

Dated: 4-26, 2000



Executive Director

ATTEST:



Agency Secretary



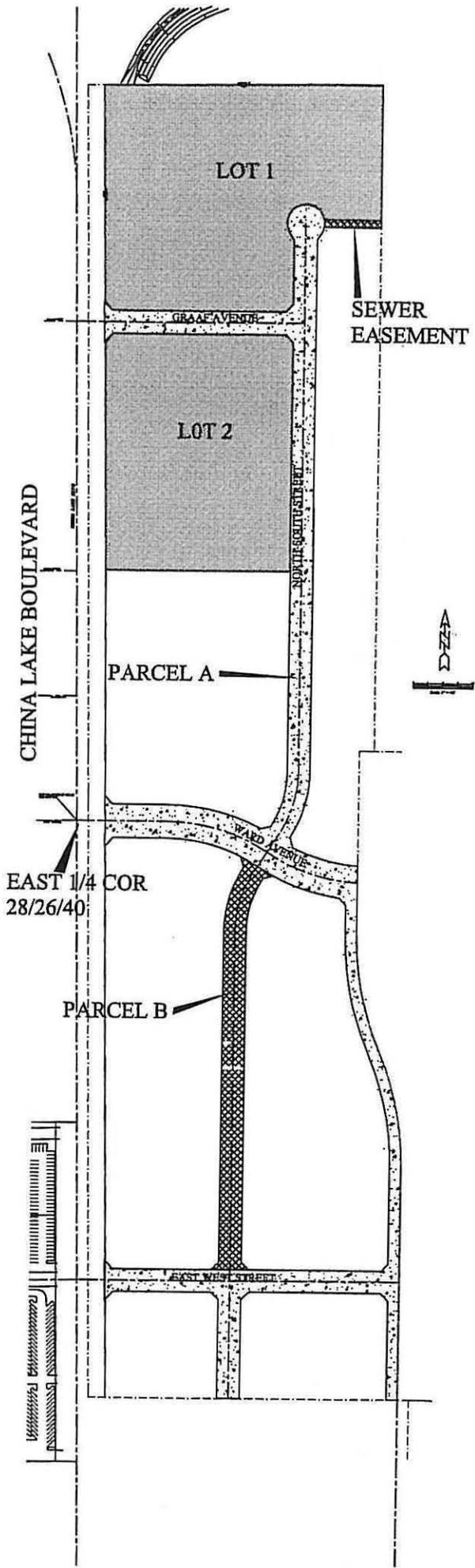


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THOSE PORTIONS OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 40 EAST, M.D.B.M., IN THE CITY OF RIDGECREST, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "A" AS DESIGNATED ON EXHIBIT "B" ATTACHED TO THE QUITCLAIM DEED EXECUTED BY THE UNITED STATES OF AMERICA IN FAVOR OF CHAPARRAL INVESTMENTS, A LIMITED PARTNERSHIP, RECORDED OCTOBER 3, 1983 IN BOOK 5594, PAGE 597 OF OFFICIAL RECORDS OF KERN COUNTY, CALIFORNIA, THENCE NORTH 00°28'10" WEST, 1375.259 FEET; THENCE NORTH 00°52'32" WEST, 3716.493 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°52'32" WEST, 883.557 FEET; THENCE NORTH 89°25'18" EAST, 787.555 FEET; THENCE SOUTH 00°03'57" EAST, 883.580 FEET; THENCE SOUTH 89°25'19" WEST, 755.068 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

COMMENCING AT POINT "A", AS DESIGNATED ON EXHIBIT "B" ATTACHED TO QUITCLAIM DEED EXECUTED BY THE UNITED STATES OF AMERICA IN FAVOR OF CHAPARRAL INVESTMENTS, A LIMITED PARTNERSHIP, RECORDED OCTOBER 3, 1983 IN BOOK 5594, PAGE 597 OF OFFICIAL RECORDS OF KERN COUNTY, CALIFORNIA, THENCE NORTH 00°28'10" WEST, 1375.259 FEET; THENCE NORTH 00°52'32" WEST, 2840.196 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°52'32" WEST, 876.297 FEET; THENCE NORTH 89°25'29" EAST, 755.068 FEET; THENCE SOUTH 00°03'57" EAST, 883.585 FEET; THENCE SOUTH 89°58'04" WEST, 762.653 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3

COMMENCING FOR A POINT OF REFERENCE AT THE POINT LABELED AS TRUE POINT OF BEGINNING FOR PARCEL B ON WESTERN DIVISION OF DEPARTMENT OF NAVY – NAVY FACILITIES COMMAND DRAWING NUMBER C-102522 DATED FEBRUARY 18, 1983, THE CALIFORNIA STATE PLANE COORDINATES, ZONE 5 FOR SAID POINT ARE N 111,952.404,E2,395,610,131 AS SHOWN ON SAID DRAWING C-102522, AS DESIGNATED ON EXHIBIT "B" ATTACHED TO QUITCLAIM DEED EXECUTED BY THE UNITED STATES OF AMERICA IN FAVOR OF CHAPARRAL INVESTMENTS, A LIMITED PARTNERSHIP, RECORDED OCTOBER 3, 1983 IN BOOK 5594, PAGE 597 OF OFFICIAL RECORDS OF KERN COUNTY; CALIFORNIA; THENCE ALONG THE FOLLOWING TWO COURSE(S); TO THE TRUE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 00°28'10" WEST, A DISTANCE OF 1375.259 FEET; THENCE NORTH 00°52'32" WEST, A DISTANCE OF 2840.196 FEET; THENCE LEAVING SAID TRUE POINT OF BEGINNING ALONG THE FOLLOWING 6 COURSE(S); THENCE NORTH 89°58'04" EAST, A DISTANCE OF 722.65 FEET; THENCE SOUTH 00°03'57" EAST, A DISTANCE OF 290.00 FEET; THENCE

 A-1

ALONG A CURVE WHOSE RADIUS POINT BEARS NORTH 00°01'56" WEST, WHOSE RADIUS 675.86 FEET THROUGH A CENTRAL ANGLE OF 22°10'04" TO A POINT WHICH BEARS SOUTH 22°08'08" WEST, FROM SAID RADIUS POINT; THENCE ALONG A CURVE WHOSE RADIUS POINT BEARS SOUTH 22°08'08" WEST, WHOSE RADIUS IS 675.86 FEET THROUGH A CENTRAL ANGLE OF 22°10'04" TO A POINT WHICH BEARS NORTH 00°01'56" WEST, FROM SAID RADIUS POINT; THENCE SOUTH 89°58'04" WEST, A DISTANCE OF 210 FEET; THENCE NORTH 00°52'32" WEST, A DISTANCE OF 190.11 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

COMMENCING FOR A POINT OF REFERENCE AT THE POINT LABELED AS TRUE POINT OF BEGINNING FOR PARCEL B ON WESTERN DIVISION OF DEPARTMENT OF NAVY – NAVY FACILITIES COMMAND DRAWING NUMBER C-102522 DATED FEBRUARY 18, 1983, THE CALIFORNIA STATE PLANE COORDINATES, ZONE 5 FOR SAID POINT ARE N 111,952.404, E 2,395,610.131 AS SHOWN ON SAID DRAWING C-102522, AS DESIGNATED ON EXHIBIT "B" ATTACHED TO QUITCLAIM DEED EXECUTED BY THE UNITED STATES OF AMERICA IN FAVOR OF CHAPARRAL INVESTMENTS, A LIMITED PARTNERSHIP, RECORDED OCTOBER 3, 1983 IN BOOK 5594, PAGE 597 OF OFFICIAL RECORDS OF KERN COUNTY; CALIFORNIA; THENCE LEAVING SAID TRUE POINT OF BEGINNING ALONG THE FOLLOWING 2 COURSE(S): THENCE NORTH 00°28'10" WEST, A DISTANCE OF 1375.259 FEET; THENCE NORTH 00°52'32" WEST, A DISTANCE OF 1119.132 FEET; THENCE LEAVING SAID TRUE POINT OF BEGINNING ALONG THE FOLLOWING 9 COURSE(S); THENCE NORTH 00°52'32" WEST, A DISTANCE OF 1530.958 FEET; THENCE NORTH 89°58'04" EAST, A DISTANCE OF 210 FEET; THENCE ALONG A CURVE WHOSE RADIUS POINT BEARS SOUTH 00°01'56" EAST, WHOSE RADIUS IS 675.86 FEET THROUGH A CENTRAL ANGLE 22°10'04" TO A POINT WHICH BEARS NORTH 22°08'08" EAST, FROM SAID RADIUS POINT, THENCE ALONG A CURVE WHOSE RADIUS POINT BEARS NORTH 22°08'08" EAST WHOSE RADIUS IS 675.86 FEET THROUGH A CENTRAL ANGLE OF 22°10'04" TO A POINT WHICH BEARS SOUTH 00°01'56" EAST, FROM SAID RADIUS POINT; THENCE SOUTH 00°01'02" EAST, A DISTANCE OF 620.00 FEET; THENCE SOUTH 89°58'02" WEST, A DISTANCE OF 824.93 FEET; TO THE TRUE POINT OF BEGINNING.

ATTACHMENT A

PROPERTY DESCRIPTION

PARCEL 1:

THOSE PORTIONS OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 40 EAST, M.D.B.M., IN THE CITY OF RIDGECREST, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "A" AS DESIGNATED ON EXHIBIT "B" ATTACHED TO THE QUITCLAIM DEED EXECUTED BY THE UNITED STATES OF AMERICA IN FAVOR OF CHAPARRAL INVESTMENTS, A LIMITED PARTNERSHIP, RECORDED OCTOBER 3, 1983 IN BOOK 5594, PAGE 597 OF OFFICIAL RECORDS OF KERN COUNTY, CALIFORNIA, THENCE NORTH 00°28'10" WEST, 1375.259 FEET; THENCE NORTH 00°52'32" WEST, 3716.493 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°52'32" WEST, 883.557 FEET; THENCE NORTH 89°25'18" EAST, 787.555 FEET; THENCE SOUTH 00°03'57" EAST, 883.580 FEET; THENCE SOUTH 89°25'19" WEST, 755.068 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

COMMENCING AT POINT "A", AS DESIGNATED ON EXHIBIT "B" ATTACHED TO QUITCLAIM DEED EXECUTED BY THE UNITED STATES OF AMERICA IN FAVOR OF CHAPARRAL INVESTMENTS, A LIMITED PARTNERSHIP, RECORDED OCTOBER 3, 1983 IN BOOK 5594, PAGE 597 OF OFFICIAL RECORDS OF KERN COUNTY, CALIFORNIA, THENCE NORTH 00°28'10" WEST, 1375.259 FEET; THENCE NORTH 00°52'32" WEST, 2840.196 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°52'32" WEST, 876.297 FEET; THENCE NORTH 89°25'29" EAST, 755.068 FEET; THENCE SOUTH 00°03'57" EAST, 883.585 FEET; THENCE SOUTH 89°58'04" WEST, 762.653 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3

COMMENCING FOR A POINT OF REFERENCE AT THE POINT LABELED AS TRUE POINT OF BEGINNING FOR PARCEL B ON WESTERN DIVISION OF DEPARTMENT OF NAVY - NAVY FACILITIES COMMAND DRAWING NUMBER C-102522 DATED FEBRUARY 18, 1983, THE CALIFORNIA STATE PLANE COORDINATES, ZONE 5 FOR SAID POINT ARE N 111,952.404,E2,395,610,131 AS SHOWN ON SAID DRAWING C-102522, AS DESIGNATED ON EXHIBIT "B" ATTACHED TO QUITCLAIM DEED EXECUTED BY THE UNITED STATES OF AMERICA IN FAVOR OF CHAPARRAL INVESTMENTS, A LIMITED PARTNERSHIP, RECORDED OCTOBER 3, 1983 IN BOOK 5594, PAGE 597 OF OFFICIAL RECORDS OF KERN COUNTY; CALIFORNIA; THENCE ALONG THE FOLLOWING TWO COURSE(S); TO THE TRUE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 00°28'10" WEST, A DISTANCE OF 1375.259 FEET; THENCE NORTH 00°52'32" WEST, A DISTANCE OF 2840.196 FEET; THENCE LEAVING SAID TRUE POINT OF BEGINNING ALONG THE FOLLOWING 6 COURSE(S); THENCE NORTH 89°58'04" EAST, A DISTANCE OF 722.65 FEET; THENCE SOUTH 00°03'57" EAST, A DISTANCE OF 290.00 FEET; THENCE ALONG A CURVE WHOSE RADIUS POINT BEARS NORTH 00°01'56" WEST, WHOSE



RADIUS 675.86 FEET THROUGH A CENTRAL ANGLE OF 22°10'04" TO A POINT WHICH BEARS SOUTH 22°08'08" WEST, FROM SAID RADIUS POINT; THENCE ALONG A CURVE WHOSE RADIUS POINT BEARS SOUTH 22°08'08" WEST, WHOSE RADIUS IS 675.86 FEET THROUGH A CENTRAL ANGLE OF 22°10'04" TO A POINT WHICH BEARS NORTH 00°01'56" WEST, FROM SAID RADIUS POINT; THENCE SOUTH 89°58'04" WEST, A DISTANCE OF 210 FEET; THENCE NORTH 00°52'32" WEST, A DISTANCE OF 190.11 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

COMMENCING FOR A POINT OF REFERENCE AT THE POINT LABELED AS TRUE POINT OF BEGINNING FOR PARCEL B ON WESTERN DIVISION OF DEPARTMENT OF NAVY – NAVY FACILITIES COMMAND DRAWING NUMBER C-102522 DATED FEBRUARY 18, 1983, THE CALIFORNIA STATE PLANE COORDINATES, ZONE 5 FOR SAID POINT ARE N 111,952.404,E2,395,610.131 AS SHOWN ON SAID DRAWING C-102522, AS DESIGNATED ON EXHIBIT "B" ATTACHED TO QUITCLAIM DEED EXECUTED BY THE UNITED STATES OF AMERICA IN FAVOR OF CHAPARRAL INVESTMENTS, A LIMITED PARTNERSHIP, RECORDED OCTOBER 3, 1983 IN BOOK 5594, PAGE 597 OF OFFICIAL RECORDS OF KERN COUNTY; CALIFORNIA; THENCE LEAVING SAID TRUE POINT OF BEGINNING ALONG THE FOLLOWING 2 COURSE(S): THENCE NORTH 00°28'10" WEST, A DISTANCE OF 1375.259 FEET; THENCE NORTH 00°52'32" WEST, A DISTANCE OF 1119.132 FEET; THENCE LEAVING SAID TRUE POINT OF BEGINNING ALONG THE FOLLOWING 9 COURSE(S); THENCE NORTH 00°52'32" WEST, A DISTANCE OF 1530.958 FEET; THENCE NORTH 89°58'04" EAST, A DISTANCE OF 210 FEET; THENCE ALONG A CURVE WHOSE RADIUS POINT BEARS SOUTH 00°01'56" EAST, WHOSE RADIUS IS 675.86 FEET THROUGH A CENTRAL ANGLE 22°10'04" TO A POINT WHICH BEARS NORTH 22°08'08" EAST, FROM SAID RADIUS POINT, THENCE ALONG A CURVE WHOSE RADIUS POINT BEARS NORTH 22°08'08" EAST WHOSE RADIUS IS 675.86 FEET THROUGH A CENTRAL ANGLE OF 22°10'04" TO A POINT WHICH BEARS SOUTH 00°01'56" EAST, FROM SAID RADIUS POINT; THENCE SOUTH 00°01'02" EAST, A DISTANCE OF 620.00 FEET; THENCE SOUTH 89°58'02" WEST, A DISTANCE OF 824.93 FEET; TO THE TRUE POINT OF BEGINNING.

BUT EXCLUDING THEREFROM THE FOLLOWING:

LOT 1

Beginning at a point of reference at the East quarter corner of Section 28 T 26 S R 40 E from whence the southeast corner of said section bears S 00d 52' 32" E thence N 00d 44' 24" W a distance of 1321.99' thence N 89d 56' 03" E a distance of 75.01' thence N 00d 52' 32" W a distance of 49.72' to the true point of beginning;

thence S 45d 28'14" E a distance of 28.08' to a point thence N 89d 56'03" E a distance of 464.38' to a point thence N 44d 56'03" E a distance of 28.28' to a point thence N 00d 03'57" W a distance of 164.71' to a point around a curve to the left through a central angle of 42d 50'00" an arc distance of 18.69' a chord bearing of N 21d 28'57" W a distance of 18.26' to a point around a curve to the right through a central angle of 222d 50'00" an arc distance of 194.46' a chord bearing of N 68d 31'03" E a distance of 93.09' to a point thence N 89d 56'03" E a distance of 150.00' to a point thence N 00d 03'57" W a distance of 367.17' to a point thence S 89d 25'19" W a distance of 742.90' to a point thence S 00d 54'34" E a distance of 576.57'



to the Point of Beginning
Containing 383659.1010 square feet or 8.8076 acres more or less.

LOT 2

Beginning at a point of reference at the East quarter corner of Section 28 T 26 S R 40 E from whence the southeast corner of said section bears S 00d 52' 32" E thence N 00d 44' 24" W a distance of 1321.99' thence N 89d 56' 03" E a distance of 75.01' thence S 00d 52' 32" E a distance of 50.29' to the true point of beginning;

thence S 00d 52'32" E a distance of 608.68' to a point thence N 89d 58'03" E
a distance of 494.36' to a point thence N 00d 03'57" W a distance of 609.19' to a point
thence N 45d 03'57" W a distance of 28.28' to a point thence S 89d 56'03" W
a distance of 462.97' to a point thence S 44d 31'46" W a distance of 28.48' to a point
to the Point of Beginning

Containing 313364.0132 square feet or 7.1938 acres more or less.

SEWER EASEMENT

A 20' wide easement for sewer purposes, 10' on either side of said line

Beginning at a point of reference at the East quarter corner of Section 28 T 26 R 40 from whence the southeast corner of said section bears S 00d 52' 32" E ;

thence N 00d 52'32" W a distance of 1324.57' to a point thence N 89d 56'03" E
a distance of 608.68' to a point thence N 00d 03'57" W a distance of 265.70' to a point
thence N 89d 56'03" E a distance of 50' to the Point of Beginning a point thence N 89d 56'03" E
a distance of 150' to a point.

End of description.

LAND UNDERLYING PROPOSED RIGHTS-OF-WAY

PARCEL A (Phase I Improvements)

Beginning at a point of reference at the East quarter corner of Section 28 T 26 S R 40 E from whence the southeast corner of said section bears S 00d 52' 32" E thence continuing to the true point of beginning;

thence S 00d 52'32" E a distance of 65.30' to a point thence N 44d 32'46" E a distance of 28.49' to a point thence N 89d 58'04" E a distance of 144.04' to a point around a curve to the right through a central angle of 33d 18'16" an arc distance of 257.01' a chord bearing of S 73d 22'48" E a distance of 253.41' to a point around a curve to the left through a central angle of 25d 29'59" an arc distance of 236.84' a chord bearing of S 69d 28'40" E a distance of 234.89' to a point thence S 41d 07'30" E a distance of 26.30' to a point thence S 00d 01'20" E a distance of 79.94' to a point around a curve to the left through a central angle of 23d 36'48" an arc distance of 326.61' a chord bearing of S 11d 49'44" E a distance of 324.30' to a point around a curve to the right through a central angle of 23d 36'48" an arc distance of 301.88' a chord bearing of S 11d 49'44" E a distance of 299.75' to a point thence S 00d 01'24" E a distance of 257.72' to a point thence S 44d 58'19" W a distance of 28.28' to a point thence S 89d 58'02" W a distance of 715.32' to a point thence N 45d 27'15" W a distance of 28.08' to a point thence S 00d 52'32" E a distance of 100.01' to a point thence N 44d 32'45" E a distance of 28.49' to a point thence N 89d 58'02" E a distance of 261.92' to a point thence S 45d 00'58" E a distance of 28.29' to a point thence S 00d 00'01" W a distance of 262.27' to a point thence N 89d 58'02" E a distance of 60.00' to a point thence N 00d 00'01" E a distance of 262.29' to a point thence N 44d 59'02" E a distance of 28.28' to a point thence N 89d 58'02" E a distance of 351.91' to a point thence S 45d 01'41" E a distance of 28.29' to a point thence S 00d 01'24" E a distance of 262.27' to a point thence N 89d 58'02" E a distance of 29.99' to a point thence N 00d 01'20" W a distance of 619.99' to a point around a curve to the left through a central angle of 23d 36'48" an arc distance of 314.25' a chord bearing of N 11d 49'44" W a distance of 312.03' to a point around a curve to the right through a central angle of 23d 36'48" an arc distance of 314.25' a chord bearing of N 11d 49'44" W a distance of 312.03' to a point thence N 00d 01'20" W a distance of 79.94' to a point thence N 00d 01'20" W a distance of 105.60' to a point around a curve to the right through a central angle of 23d 16'39" an arc distance of 179.63' a chord bearing of N 75d 09'26" W a distance of 178.40' to a point thence N 15d 44'52" W a distance of 29.62' to a point around a curve to the left through a central angle of 32d 05'20" an arc distance of 184.82' a chord bearing of N 15d 58'43" E a distance of 182.41' to a point thence N 00d 03'57" W a distance of 1403.73' to a point around a curve to the right through a central angle of 42d 50'00" an arc distance of 18.69' a chord bearing of N 21d 21'03" E a distance of 18.26' to a point around a curve to the left through a central angle of 265d 40'01" an arc distance of 231.84' a chord bearing of S 89d 56'03" W a distance of 73.33' to a point around a curve to the right through a central angle of 42d 50'00" an arc distance of 18.69' a chord bearing of S 21d 28'57" E a distance of 18.26' to a point thence S 00d 03'57" E a distance of 164.71' to a point thence S 44d 56'03" W a distance of 28.28' to a point thence S 89d 56'03" W a distance of 464.38' to a point thence N 45d 28'14" W a distance of 28.08' to a point thence S 00d 52'32" E a distance of 100.01' to a point thence N 44d 31'46" E a distance of 28.48' to a point thence N 89d 56'03" E a distance of 462.97' to a point thence S 45d 03'57" E a distance of 28.28' to a point thence S 00d 03'57" E a distance of 1139.02' to a point around a curve to the right through a central angle of 32d 47'18" an arc distance of 154.51' a chord bearing of S 16d 19'42" W a distance of 152.41' to a point thence S 75d 23'56" W a distance of 27.11' to a point

around a curve to the left through a central angle of 28d 06'28" an arc distance of 261.06'
a chord bearing of N 75d 58'42" W a distance of 258.45' to a point thence S 89d 58'04" W
a distance of 145.95' to a point thence N 45d 27'14" W a distance of 28.08' to a point
thence S 00d 52'32" E a distance of 64.71' to a point
to the Point of Beginning
Containing 303058.6477 square feet or 6.9573 acres more or less.

PARCEL B (Phase II Improvements)

Beginning at a point of reference at the East quarter corner of Section 28 T 26 S R 40 E from whence
the southeast corner of said section bears S 00d 52' 32" E thence
thence S 00d 52'32" E a distance of 65.30' to a point thence N 44d 32'46" E a distance of 28.49' to a
point thence N 89d 58'04" E a distance of 144.04' to a point around a curve to the right
through a central angle of 33d 18'16" an arc distance of 257.01' a chord bearing of S 73d 22'48" E
a distance of 253.41' to the point of beginning, thence, around a curve to the left through a central
angle of 05d 11'48" an arc distance of 48.27' a chord bearing of S 59d 19'34" E a distance of 48.25' to
a point thence S 75d 23'56" W a distance of 27.11' to a point around a curve to the left through a
central angle of 32d 47'18" an arc distance of 154.51' a chord bearing of S 16d 19'42" W a distance of
152.41' to a point thence S 00d 03'57" E a distance of 873.13' to a point thence S 45d 02'57" E a
distance of 28.28' to a point thence S 89d 58'02" W a distance of 100.00' to a point thence N 44d
57'03" E a distance of 28.29' to a point thence N 00d 03'57" W a distance of 873.08' to a point
around a curve to the right through a central angle of 32d 05'20" an arc distance of 184.82'
a chord bearing of N 15d 58'43" E a distance of 182.41' to a point thence N 15d 44'52" W
a distance of 29.62' to a point around a curve to the right through a central angle of 06d 47'27"
an arc distance of 52.40' a chord bearing of S 60d 07'23" E a distance of 52.37' to a point
to the Point of Beginning
Containing 65789.0505 square feet or 1.5103 acres more or less.

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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

WITNESS my hand and official seal.

Signature Of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above



EXHIBIT "B"

AGENCY IMPROVEMENTS

The Agency intends to complete the project which includes construction of infrastructure improvements for a 58.55 acre business park and is planned to be accomplished in two phases. Phase-I includes development of 38 to 42 acres through an Economic Development Administration (EDA) grant. Construction for Phase-I Improvements is tentatively scheduled to begin on March 15, 2002, with completion by March of 2003. Phase-II includes development of the remaining acreage and is scheduled for implementation when approximately 70% to 80% of the Phase-I parcels have been fully developed.

Phase I and II improvements include surface preparation and utility distribution systems. Surface requirements include streets, gutters, sidewalk, street lighting, and drainage improvements. Utility distribution systems for water and sewer are included as well as some preparatory work (trenching and conduit) for electrical and communication lines. Electric and communication wires and gas distribution lines will be provided for through a separately funded but related project, necessary for complete development of each parcel.

The 38 to 42 acres included in the Phase I Business Park project will be subdivided into approximately 20 to 27 parcels. These parcels will be created as a result of implementing all required infrastructure improvements, right-of-way dedications and utility laterals to each parcel. This will facilitate the rapid construction of buildings in order to fast track parcel development by new businesses. Of the 25 parcels 15 will be approximately 20,000 SF in size and the 10 larger parcels will vary in size up to 211,000 SF.

Phase I Performance Schedule

Financing

1. EDA authorizes funding for Infrastructure improvements 07-15-2000*

Design

1. Contract award for Engineering and Construction drawing preparation 01-15-2001
2. Plans, Specifications and Engineering drawings completed 09-15-2001

Entitlements

1. Planning and Environmental (entitlements/Public hearings) initiated 07-15-2000
2. Planning and Environmental completed 04-15-2001

Construction

1. Advertise and award construction contract 03-15-2002
2. Start of project construction 03-15-2002
3. Complete project construction 03-15-2003
4. Start of project inspection 03-15-2002
5. Project inspection complete 03-15-2003
6. Project construction close out 09-15-2003

* Failure to receive funding commitment by this date is not a default so long as subsequent times are met.

Phase II Performance Schedule

Base Date means the date of sale of the final Group II Parcel.

Financing

- | | | |
|----|---|------------------------------|
| 1. | Agency receives commitment for funding for Phase II Infrastructure Improvements | 6 months following Base Date |
|----|---|------------------------------|

Design

- | | | |
|----|---|-------------------------------|
| 1. | Contract award for Engineering and Construction drawing preparation | 12 months following Base Date |
| 2. | Plans, Specifications and Engineering drawings completed | 6 months following Base Date |

Entitlements

- | | | |
|----|---|-------------------------------|
| 1. | Planning and Environmental (entitlements/Public hearings) initiated | 6 months following Base Date |
| 2. | Planning and Environmental completed | 15 months following Base Date |

Construction

- | | | |
|----|---|-------------------------------|
| 1. | Advertise and award construction contract | 26 months following Base Date |
| 2. | Start of project construction | 26 months following Base Date |
| 3. | Complete project construction | 38 months following Base Date |
| 4. | Start of project inspection | 26 months following Base Date |
| 5. | Project inspection complete | 28 months following Base Date |
| 6. | Project construction close out | 44 months following Base Date |

EXHIBIT "C"

WHEN RECORDED MAIL TO and)
MAIL TAX STATEMENTS TO:)
)
Ridgecrest Redevelopment Agency)
100 W. California Avenue)
Ridgecrest, California 93555)
Attention: Agency Secretary)
)

(Space above for recorder's use only)
No recording fee pursuant to Government Code Section 6103

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

China Lake Properties

hereby GRANT(S) to Ridgecrest Redevelopment Agency, a body corporate and politic the real property in the City of Ridgecrest, County of Kern, State of California, described in Attachment A, attached hereto and incorporated.

The Land Underlying the Proposed Rights-of-Way is subject to a Power of Termination, as defined by Civil Code section 885.010, et. sec., or successor provisions thereto, to the extent that the Improvements as defined in the Agreement to be constructed upon such land or portion thereof, are not completed. The exercise of the Power of Termination shall be identified by the commencement of a foreclosure proceeding, non-judicially by the recordation of a notice of default, or judicially by the filing of a complaint for judicial foreclosure. Further, the trustee's deed upon sale in a non-judicial foreclosure action or the entry of judgment in an action for judicial foreclosure shall be effective to transfer the title to the Land Underlying the Proposed Rights-of-Way then subject to the Power of Termination to the transferee identified in such trustee's deed or the such judgment or execution resulting therefrom. This Power of Termination shall not apply to any portion of the Land Underlying the Proposed Rights-of-Way upon which the Improvements have been completed.

Dated: 04/19/2000

CHINA LAKE PROPERTIES, a California limited partnership

By: *Meghan M. Handland*
Its: *General Partner*

MTO

CONFIDENTIAL TO BE A TRUE
FIRST CLASS MAIL PERMIT NO. 1000
RIDGECREST, CALIFORNIA

EXHIBIT "E"

PROMISSORY NOTE

\$ _____

2 May 2000
Ridgecrest, California

FOR VALUE RECEIVED, RIDGECREST REDEVELOPMENT AGENCY, a public body corporate and politic (the "Agency"), promises to pay to China Lake Properties, a California limited partnership ("China Lake") or order at China Lake's office at 5150 Savannah Drive, Banning, California 92220, or such other place as China Lake may designate in writing, the principal sum of One Million, Eight Hundred Fifty-Three, Four Hundred Seventy-Eight Dollars (\$1,853,478.00) (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

1. Agreement. This Promissory Note (the "Note") is given in accordance with that certain Agreement and Escrow Instructions For Acquisition of Real Property executed by the Agency and China Lake, dated as of 2 May 2000 (the "Agreement"). The rights and obligations of the Agency and China Lake under this Note shall be governed by the Agreement and by the additional terms set forth in this Note.

2. Interest. The Note Amount shall bear interest at the rate of zero percent (0.00%) per annum.

3. Repayment of Note Amount. The Note Amount shall be payable in part upon the sale or lease of any part of the Group II or Group III Parcels calculated in the manner provided in Section 1 of the Agreement. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth in Section 12 below. The Note Amount shall be adjusted in the manner provided in Section 1.3 of the Agreement.

4. Security. This Note is secured by a Deed of Trust With Assignment of Leases and Rents, Security Agreement, Financing Statement, and Fixture Filing (the "Deed of Trust") dated as of the same date as this Note.

5. Waivers

(a) Agency expressly agrees that this Note or any payment hereunder may be extended from time to time at China Lake's sole discretion and that China Lake may accept security in consideration for any such extension or release any security for this Note at its sole discretion.

(b) No extension of time for payment of this Note made by agreement by China Lake with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Agency under this Note, either in whole or in part.

(c) The obligations of Agency under this Note shall be absolute and Agency waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

(d) Agency waives presentment, demand, notice of protest and nonpayment, notice of default or delinquency, notice of acceleration, notice of costs, expenses or leases or interest thereon, notice of dishonor, diligence in collection or in proceeding against any of the rights or interests in or to properties securing or this Note, and the benefit of any exemption under any homestead exemption laws, if applicable.

(e) No previous waiver and no failure or delay by China Lake in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure or condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

6. Attorneys' Fees and Costs. Agency agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

7. Joint and Several Obligation. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors and assigns.

8. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by China Lake and by the Agency.

9. Agency May Assign. China Lake may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Agency.

10. Agency Assignment Prohibited. In no event shall Agency assign or transfer any portion of this Note without the prior express written consent of China Lake, which consent may be given or withheld in China Lake's sole discretion.

11. Terms. Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

12. Acceleration and Other Remedies. Upon: (a) the occurrence of a default under the terms of this Note, or (b) a breach or default under the Agreement, China Lake may, at China Lake's option, declare the outstanding principal amount of this Note, and all other sums secured by the Deed of Trust, to be due and payable immediately, and upon such declaration, such principal and other sums shall immediately become and be due and payable without demand or notice, all as further set forth in the Deed of Trust. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. China Lake shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as China Lake may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of China Lake in exercising any right hereunder, under the Agreement or under the Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable

hereunder, or part thereof, after the due date of such payment shall not be a waiver of China Lake's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

13. Consents. Agency hereby consents to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Agency, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Agency or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

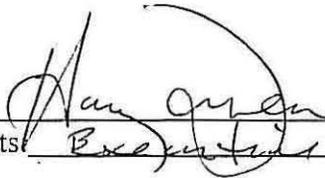
14. Successors and Assigns. Whenever "Agency" is referred to in this Note, such reference shall be deemed to include the Ridgecrest Redevelopment Agency and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Agency, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of China Lake and China Lake's successors and assigns.

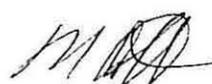
15. No Personal Liability. In the event of any default under the terms of this Note or the Deed of Trust, the sole recourse of China Lake for any and all such defaults shall be by judicial foreclosure or by the exercise of the trustee's power of sale, and the Agency shall not be personally liable for the payment of this Note or for the payment of any deficiency established after judicial foreclosure or trustee's sale; provided, however, that the foregoing shall not in any way affect any rights China Lake may have (as a secured party or otherwise) hereunder or under the Agreement or Deed of Trust to (a) recover directly from the Agency any amounts secured by the Deed of Trust, or any funds, damages or costs (including without limitation reasonable attorneys' fees and costs) incurred by China Lake as a result of fraud, misrepresentation or waste; or (b) recover directly from the Developer any condemnation or insurance proceeds, or other similar funds or payments attributable to the Property which under the terms of the Deed of Trust should have been paid to China Lake, and any costs and expenses incurred by China Lake in connection with (a) or (b) above (including without limitation reasonable attorneys' fees and costs).

16. **Miscellaneous.** Time is of the essence hereof. This Note shall be governed by and construed under the laws of the State of California except to the extent Federal laws preempt the laws of the State of California. Developer acknowledges that this Note was entered into and is to be performed in the County of Kern and irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Kern or the United States District Court of the Central District of California, as Agency hereof may deem appropriate, or, if required, the Municipal Court of the State of California for the County of Kern, in connection with any legal action or proceeding arising out of or relating to this Note. Developer also waives any objection regarding personal or in rem jurisdiction or venue.

AGENCY:

RIDGECREST REDEVELOPMENT AGENCY,
a public agency, corporate and politic

By: 
Its: Executive Director



FIRST AMERICAN TITLE COMPANY
 634 S. CHINA LAKE BLVD. STE. G * RIDGECREST, CA 93555
 (760) 375-4790

ESCROW NUMBER: 44861T
 PROPERTY: VACANT LAND
 RIDGECREST, CA 93555
 PTN. 27/26/40

TODAY'S DATE: 5/12/2000
 CLOSING DATE: 5/12/2000

ESCROW CLOSING STATEMENT OF:
 RIDGECREST REDEVELOPMENT AGENCY, a public body corporate@

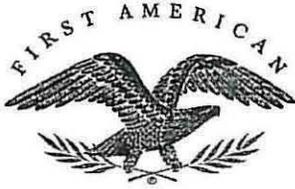
OTHER PARTY:
 CHINA LAKE PROPERTIES, LTD., a California Limited @

BUYER'S CLOSING STATEMENT

DESCRIPTION	DEBITS	CREDITS
Sales Price	2,201,958.00	
Deposit By		357,190.58
First Deed of Trust (New) CHINA LAKE PROPERTIES, LTD., a		1,853,478.00
Prorate Real Estate 5/12/2000 to 7/01/2000 @ \$5935.00/6 mos.	1,615.64	
Title Policy Fee FIRST AMERICAN TITLE INS. CO.	4,972.00	
Escrow Fee FIRST AMERICAN TITLE INS. CO.	1,877.00	
Recording fees: Deed \$ 33.00 Mtg \$ 68.00 Releases \$ 25.00	84.50	
Balance Due To Buyer	161.44	
TOTALS	2,210,668.58	2,210,668.58

This statement should be retained by you for Income Tax purposes.

CERTIFIED TO BE A TRUE
 CORRECT COPY OF SIGNED ORIGINAL
M. K. ...
 FIRST AMERICAN TITLE COMPANY



FIRST AMERICAN TITLE COMPANY

634 S. CHINA LAKE BLVD. STE. G - RIDGECREST, CA 93555
Phone: (760) 375-4790 Fax: (760) 375-6807

ESCROW RECEIPT

RECEIPT NUMBER
008646

100-02
Co. Off.

44861T
Escrow Number

5/10/2000
Date

Funds in the amount of \$ 8,710.58

were received from RIDGECREST REDEVELOPMENT AGENCY, a public body cor

and are credited to the escrow account of RIDGECREST REDEVELOPMENT AGENCY, a public body cor

	Bank Name	Check Number	ABA Number	Account Number
Check \$ <u>8,710.58</u>	<u>UNION BANK</u>	<u>04117</u>	<u>16-49</u>	

Property Location
VACANT LAND
RIDGECREST, CA 93555
PTN. 27/26/40

TS

Customer Copy

By: 
Authorized Signature



FIRST AMERICAN TITLE COMPANY

634 S. CHINA LAKE BLVD. STE. G - RIDGECREST, CA 93555
Phone: (760) 375-4790 Fax: (760) 375-6807

ESCROW RECEIPT

RECEIPT NUMBER
008647

100-02
Co. Off.

44861T
Escrow Number

5/10/2000
Date

Funds in the amount of \$ 348,480.00

were received from RIDGECREST REDEVELOPMENT AGENCY, a public body cor

and are credited to the escrow account of RIDGECREST REDEVELOPMENT AGENCY, a public body cor

	Bank Name	Check Number	ABA Number	Account Number
Check \$ <u>348,480.00</u>	<u>UNION BANK</u>	<u>04115</u>	<u>16-49</u>	

Property Location
VACANT LAND
RIDGECREST, CA 93555
PTN. 27/26/40

TS

Customer Copy

By: 
Authorized Signature

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/HOUSING
AUTHORITY/FINANCING AUTHORITY AGENDA ITEM**

SUBJECT:

Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of December 17, 2014

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of December 17, 2014

FISCAL IMPACT:

None

Reviewed by Finance Director:

ACTION REQUESTED:

Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Approve Draft Minutes

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MINUTES OF THE REGULAR MEETING OF THE RIDGECREST CITY COUNCIL

City Council Chambers
100 West California Avenue
Ridgecrest, California 93555

December 17, 2014
5:30 pm

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. Meetings are recorded for the purpose of preparation of minutes.

CALL TO ORDER – 5:30 p.m.

CALL TO ORDER

ROLL CALL

Council Present: Mayor Peggy Breeden; Mayor Pro Tem James Sanders; Vice Mayor Lori Acton; Council Members Eddie B. Thomas and Mike Mower

Staff Present: City Manager Dennis Speer; City Clerk Rachel J. Ford; City; City Attorney Keith Lemieux and other staff

APPROVAL OF AGENDA

DELETE FROM CLOSED SESSION

GC54956.9 (d)(4) Conference With Legal Counsel – Existing Litigation – Brutuco v. City Of Ridgecrest

ADD TO CLOSED SESSION

GC54956.9 (d) (1) Conference With Legal Counsel – Liability Claim Of Verizon v. City Of Ridgecrest – Claim No. 14-13

Motion To Add Closed Session Item Verizon v. City Of Ridgecrest Claim No. 14-13 And Delete Item Identified As Brutuco v. City Of Ridgecrest Made By Council Member By Lori Acton, Mike Mower 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

Motion To Approve Agenda As Amended Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Voice Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

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REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

PUBLIC COMMENT – CLOSED SESSION

- None Presented

CLOSED SESSION

GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – City Of Ridgecrest v. Matasantos

GC54956.8 Successor Redevelopment Agency Real Property Negotiations – Negotiation For Sale – APN 033-070-41. Agency Negotiators City Manager Dennis Speer And Economic Development Program Manager Gary Parsons

GC54956.8 Local Agency Real Property Negotiations – Negotiation For Sale – PM 10819 Lot Parcel 22 APN 033-070-41. Agency Negotiators City Manager Dennis Speer And Economic Development Program Manager Gary Parsons

GC54956.8 Local Agency Real Property Negotiations – Negotiations for Purchase – Leroy Jackson Park. Agency Negotiators City Manager Dennis Speer and Recreations Supervisor Jason Patin

Item added to closed session prior to approval of the agenda

GC54956.9 (d) (1) Conference With Legal Counsel – Liability Claim Of Verizon V. City Of Ridgecrest – Claim No. 14-13

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
 - Conference With Legal Counsel – Existing Litigation – City Of Ridgecrest v. Matasantos – report received – hearing on City motion will be heard the week of January 21 - no reportable action
 - Conference With Legal Counsel – Existing Litigation – Brutuco v. City Of Ridgecrest – struck from the agenda
 - Successor Redevelopment Agency Real Property Negotiations – Negotiation For Sale – APN 033-070-41. Agency Negotiators City Manager Dennis Speer And Economic Development Program Manager Gary Parsons – report received – no reportable action
 - Local Agency Real Property Negotiations – Negotiation For Sale – PM 10819 Lot Parcel 22 APN 033-070-41. Agency Negotiators City Manager Dennis Speer And Economic Development Program Manager Gary Parsons – report received – no reportable action
 - Local Agency Real Property Negotiations – Negotiations for Purchase – Leroy Jackson Park. Agency Negotiators City Manager Dennis Speer and Recreations Supervisor Jason Patin – report received – no reportable action
 - Conference With Legal Counsel – Liability Claim Of Verizon V. City Of Ridgecrest – Claim No. 14-13. Claim denied and City Clerk directed to send a letter of rejection.
- Other
 - None

PUBLIC COMMENT Opened at 6:52 p.m.

Sophia (Sam) Merck

- Presented council with papers she wrote regarding land use and BLM
- Wished new council

Pertexa

- Congratulated new council
- Gave report of Pertexa's progress since receiving grant funding
- New office procured
- New employee's thru TOSS and Cerro Coso College
- Challenged with attracting new business
- Took 1 month to get internet in the building and concerned about other businesses facing the same issue.
- Trying to get heat into the building
- Still moving forward with RoboDoc
- Encouraged council to contact them with questions

Public Comment closed at 6:57 p.m.

PRESENTATIONS

1. Finance Department Report

McQuiston

Rachelle McQuiston

- Presented staff report.
- PowerPoint presentation available in the City clerk's office.
- Reviewed funding sources, functions of the department, staffing, opportunities, threats, and goals.

Lori Acton

- Asked about the cost of a new financial system
 - Rachelle McQuiston – between \$100k and 500k. have not reviewed all proposals.
- Asked about current staff who can do grant writing
 - Rachelle McQuiston – some staff in several departments do part time grant writing. Desire a full time grant writer.
- Can position be filled by a current employee
 - Needs to be someone at a level higher than clerical

Peggy Breeden

- Commented on the format of the budget. Asked if new program will allow capability to identify how much money went to specific projects
 - Rachelle – that is the hope
- Spoke on working with a friend to understand the budget. Encouraged a good understandable budget
 - Rachelle – will work on this in the next budget cycle as we are building the budget.

Eddie Thomas

- Requested clarification of needing 'more time'
 - Rachelle – goal is to be able to do more planning. Currently reacting to needs and not able to do more planning to become efficient.

Jim Sanders

- Will new financial system save enough staff time to devote a staff member to grant writing
 - Rachelle – possible.

Public Comment

Dave Matthews

- A few years ago City did have a dedicated grant writer who was dismissed during reduced budget.
- Suggested one grant writer for the entire City.
- Asked for clarification of revenue sources and property tax
 - Rachelle – currently receive 5% of the 1% of property tax. Prior to RDA City received 50% of the 1% and now that RDA is gone will need to talk with the county.

Closed Public Comment

2. Presentation Of Employee Service Awards

Council

Council

- Presented a certificate of appreciation to Pat Richard for achievement of years of service milestone.

CONSENT CALENDAR

3. Adopt A Resolution To Approve To Amend The Professional Service Agreement With HLA Group For Documentation And Construction Oversight For The Addition Of A Pre-Fabricated Restroom And Concession Building Located At The Kerr McGee Youth Sports Complex Project Site

Patin

4. Adopt A Resolution Approving The Annual Report On Development Impact Fee Revenues And Expenditures, And Making Findings As To Unexpended Funds

McQuiston

5. Adopt A Resolution Approving Adjustments To The FY 2014-2015 Budget

McQuiston

6. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving Contract Change Order Number Fourteen With The Contractor, Griffith Company, For The West Ridgecrest Boulevard Project And Authorize The City Manager, Dennis Speer, To Sign The Change Order Number Fourteen

Speer

7. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving Contract Change Order Numbers Three, Four And Five With The Contractor, Griffith Company, For The South China Lake Boulevard Project Between Upjohn Avenue And Bowman Road And Authorize The City Manager, Dennis Speer, To Sign The Change Order Numbers Three, Four And Five Speer
8. Adopt A Resolution Rejecting All Bids On A Construction Contract For The City Corporation Yard And Bus Garage (Transit Facility) Speer
9. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Minutes Dated December 3, 2014 Ford

Items Pulled From Consent Calendar

Request to Amend Item No. 9 on the minutes of December 3, 2014 to correct nomination seconded by Council Member Mower

- Item Nos. 4, 6, and 8 pulled for discussion

Motion To Approve Consent Calendar Items Nos. 3, 5, 7, And 9 As Amended Made By Council Member Sanders, Second By Council Member Thomas. Motion Carried By Voice Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, and Mower); 0 Noes; 0 Abstain; 0 Absent.

Item No. 4 Discussion

Stan Rajtora

- Commented on impact fees having been necessary during a time of recession however may be inhibiting growth at this time
- Suggested City review and possibly put the impact fees on hold to allow for growth.
- Commented the fees are designed to fund increased need.
- Suggested City review whether these fees are doing more harm than good.
 - Rachele – this is required report, if council chooses to do this it would fall under the City manager

Mike Mower

- No problem looking that the fees. Building permits are \$20,000 before breaking ground on construction
- Justification for some fees but if killing ability to buy a home then needs review.

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Peggy Breeden

- Likes the idea and feels appropriate for future item looking at all fees

Jim Sanders

- In favor of looking at the fees

Eddie Thomas

- Questioned if these fees are for goals or necessary
 - Rachelle – responded
- At the rate we are growing may never reach the goal
 - Dennis – traffic impact fees have been substantial over the past few years and parks will be bringing before council

Motion To Approve Item No. 4 As Presented And Give Direction To Staff To Conduct A Fee Study Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

Item No. 6 Discussion

Dave Matthews

- Light standards late being delivered and suggest getting a rebate from manufacture because they did not deliver.
 - Dennis Speer - responded

Motion To Approve Consent Calendar Item No. 6 Made By Council Member Thomas, Second Acton By Council Member. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; 0 Absent.

Item No. 8 Discussion

Dave Matthews

- Clarified bid process

Mike Mower

- Explained reason for rejection

Motion To Approve Consent Calendar Items No. 8 Made By Council Member Thomas, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; 0 Absent.

DISCUSSION AND OTHER ACTION ITEMS

10. Minute Motion Appointments To Council Committees, Boards, And Commissions And Discussion And Possible Formation Of Additional Standing Committees Of The City Council Ford

Peggy Breeden

- Opened discussion of re-establishing standing committees.
- Asked each Council Member to address existing committee appointments

Nominees for Planning Commission were announced by each Council Member as follows:

- Peggy Breeden nominated Solomon Rajaratamin for appointment
- Jim Sanders nominated Scott Davis for reappointment
- Lori Acton nominated Matthew Baudhuin for reappointment
- Eddie Thomas nominated Ronald Carter for appointment
- Mike Mower nominated Warren Cox for appointment

City Attorney was requested to research conflict of appointment of Ron Carter for Planning since he is already serving on Measure 'L' Citizens Advisory Committee.

Motion To Approve Nominations Of Planning Commissioners Was Made By Vice Mayor Acton, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

Nominees for Personnel Appeals Board were announced by each Council Member as follows:

- Peggy Breeden nominated Janis Bottoroff
- Jim Sanders nominated Ryan Hunter
- Lori Acton nominated Jerry Taylor
- Eddie Thomas nominated Christina Witt
- Mike Mower nominated Mike Avery

Motion To Approve Nomination To The Personnel Appeals Board Was Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 5 Ayes (May Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

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Nominees for Construction Appeals Board were announced by each Council Member as follows:

- Peggy Breeden nominated Mike Ferguson
- Jim Sanders will provide nominee at the next council meeting
- Lori Acton will provide nominee at the next council meeting
- Eddie Thomas nominated Robert Oberfell
- Mike Mower nominated Russell Hurst

Motion To Approve Nominees For The Construction Appeals Board Made By Council Member Sanders, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

Nominees for Handicap Appeals Board were announced by each Council Member as follows:

- Peggy Breeden nominated Jinny DeAngelis as the public member
- Jim Sanders nominated Russell Hurst as a construction member
- Lori Acton nominated Tami Miller as a handicap member
- Eddie Thomas nominated Gary Maxwell as a handicap member
- Mike Mower will provide nominee at the next council meeting

Motion To Approve Nominees For The Handicap Appeals Board Made By Vice Mayor Acton, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

Mayor Breeden announced the following additional Council appointments.

- Activate Community Talents and Interventions for Optimal Neighborhoods Task Force (ACTION)
 - Eddie Thomas and Lori Acton
- Ridgecrest Area Convention & Visitors Bureau (RACVB)
 - Lori Acton and Eddie Thomas
- Veterans Advisory Committee
 - To be appointed at the next council meeting
- Kern Council of Governments (KernCOG)
 - Peggy Breeden with Jim Sanders as the alternate
- Navy Community Council
 - Peggy Breeden and Lori Acton
- IWV Groundwater
 - Jim Sanders and Peggy Breeden
- Water Conservation Ad Hoc Committee
 - Jim Sanders and Peggy Breeden

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Committee Nomination *(continued)*

- Youth Advisory Council
 - Eddie Thomas
- Civilian & Military Affairs
 - Peggy Breeden and Lori Acton
- East Kern County Air Pollution Control Board
 - Peggy Breeden
- Senior Advisory Council
 - Combined with Parks, Recreation, and Quality of Life committee
- Arts Council
 - Combined with Parks, Recreation, and Quality of Life committee
- Quad State Local Governments Authority
 - Jim Sanders and Mike Mower
- League of California Cities
 - Peggy Breeden and Jim Sanders with Eddie Thomas as alternate
- Disaster Council (appointments set by Municipal Code)
 - Mayor, City Manager, and Chief of Police
- Round Table and Bureau of Land Management
 - Lori Acton
- Energy Conservation Plan (DRECP)
 - Lori Acton
- Infrastructure Committee (re-establishment of committee scheduled for next council meeting)
 - Jim Sanders and Mike Mower
- City Organization and Services Committee (re-establishment of committee scheduled for next council meeting)
 - Lori Acton and Mike Mower
- Parks, Recreation, and Quality of Life (includes Senior Advisory Council and Arts Council)
 - Eddie Thomas and Lori Acton

Motion To Approve Additional Council Member Appointments As Announced Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.

Additional appointments and formation of Standing Council Committees to be brought back for discussion and action at the next Council meeting.

Dave Matthews

- Appointments were made to IWV Groundwater and AdHoc which are separate committees
 - Peggy Breeden - same people will serve on each committee.

Keith Lemieux

- Requires a written resolution to establish former standing committees. Mayor has authority to appoint members now and when committees are reformed then appointees will assume the appointments.

11. Downs Project Overview

Speer

Dennis Speer

- Presented staff report and PowerPoint presentation.

Jim Sanders

- Asked cost for moving ball park lights
 - Dennis Speer – don't have a cost, streets does not drive it. SCE has guidelines to follow for transmission purposes.
- Sounds like its likely we will have to move the ball park lights.
- CMAC funding apply to this situation for paving dirt?
 - Dennis Speer – no doubt this qualifies for ISIP but would have to make a case for CMAC. Spoke on traffic bottleneck and air quality issues.

Mike Mower

- Edison and how long would it take to move the poles
 - Dennis Speer – Ridgecrest Blvd. move to approx. 6 months
- Would dividers be removed
 - Dennis Speer - yes

Peggy Breeden

- Moving poles then going underground seems doing the same thing.
 - Dennis Speer – want to make the decision which is to be done and not both.

Mike Mower

- Commented on modified street section
 - Dennis Speer – can do but poles will not go underground

Jim Sanders

- Asked about bike lanes
 - Dennis Speer - responded

Mower

- Asked about right of way
 - Dennis Speer – do not have all the right of way

Lori Acton

- Clarified moving poles and undergrounding

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Jim Sanders

- Asked about benefits of undergrounding versus moving poles
 - Dennis Speer – beautification and allocation saved for payment. We have 2.5 million saved for project and county willing to give another 2.5 on loan to do the undergrounding.

Lori Acton

- Mr. McQuiston went out of his way to procure that money for us and is a good beautification.

Mike Mower

- Do want to underground but concerned about waiting on Edison. Interested in widening street now and moving poles then underground later.
- Commented on lights blinking in businesses.

Dennis Speer

- Spoke on a project and likelihood of moving poles now and but completion time funding date for underground may come due.

Peggy Breeden

- Are there considerations for safety of school children
 - Dennis Speer – safety always weighs into funding allocations.

Public comments

Don Baker

- Works at the school and from 2:30pm to 3:30pm there is a glutton of traffic trying to pick up students.
- Are large transmission pole going to stay
 - Dennis Speer – yes
- Asked how many poles would be affected
 - Dennis Speer – do not have a full count.
- When discussing visual will still have several huge transmission lines.
- Anything done to move the widening project forward is beneficial.
- Commented on difficulty driving with rain at night because of the bends.

Dave Matthews

- Asked about rule 20 money. Been a promise for up to 20 years but nothing happening.
- What would be a way to get the street done in the least amount of time without a huge amount of funding?
- That is the only section left. Original widening started 40 years ago and tired of that section being left out.
- Whatever needs to be done, get it done.

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Tom Wiknich

- Agree this undergrounding has been discussed for a long time. Did not know the transmission lines would still be there. Do we want to spend that much money to take down half the poles.
- How long does council want to wait to do the project
- 3-5 years for programmed approval thru Kern COG.
- Quickest approach was reallocating TAB funds which is in the control of the Council.
- There is a lot to consider.

Mike Mower

- Longer it takes the more it will cost.

Dennis Speer

- Requesting direction on which approach council prefers

Mike Mower

- Asked if could come back to council with alternative for funding.
- Downs project should be a priority.
- Want to see right of way issues taken care of.
 - Dennis Speer – in process.
- Requested staff come back at next council with projects and funding

Peggy Breeden

- Funding
- TAB projects and impact to moving funds
- Estimate of cost for Downs project

Jim Sanders

- First preference is TAB funding route
- Distribution lines only ones to be undergrounded and it is approximately 7 poles, just as many transmission poles above ground.
 - Single transmission pole estimate to move is \$384k

Lori Acton

- Would like to see the funding options.
- If waiting on funds from Kern COG and we are not top priority could be another 16 years to get funded.

12. Executive Summary And Discussion Of Fiscal Year 2014-2015 Budget Projections **McQuiston**

Rachelle McQuiston

- Presented staff report and General Fund status updates thru October.

Lori Acton

- This is positive, thank you

Jim Sanders

- The principles used in the budgeting process is left more than that as a reserve. There was temptation to use the money and glad we did not do it.
- This shows good budgeting practices and thanked Mrs. McQuiston for her hard work.

Public Comment

- None Presented

ORDINANCES

13. Approve Two Motions To Waive Reading In Full And Introduce By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Granting A Non-Exclusive Taxi Franchise To Sandra Gamble **Speer**

Public Comment

Dave Matthews

- How many taxi franchises do we have
 - Dennis – Three

Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Granting A Non-Exclusive Taxi Franchise To Sandra Gamble Made By Council Member mower , Second By Council Member Thomas . Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; 0 Absent

Requires A Second

Motion To Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Granting A Non-Exclusive Taxi Franchise To Sandra Gamble Made By Council Member mower , Second By Council Member Acton . Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; 0 Absent

Requires A Second

COMMITTEE REPORTS

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

Members:

Meetings: 3rd Tuesday of the Month at 4:00 P.M., Kerr-McGee Center

Next Meeting: To Be Announced

- No Report

Veterans Advisory Committee

Members:

Meetings: 1st and 3rd Monday of the Month At 6:00 p.m., Council Conference Room

Next Meeting: To Be Announced

- No Report

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members:

Meetings: 1st Wednesday Of The Month, 8:00 A.M.

Next Meeting: Date And Location To Be Announced

- No Report

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Jim sanders

- Water conservation Ad Hoc met
- Don Zebeda gave presentation on water conservation options
- Discussed an enabling ordinance for residents to use grey water in the City
- Gave staff direction to find that ordinance and identify impacts to other City ordinances.
- Will set new meeting schedule

CITY MANAGER REPORT

Dennis Speer

- Reminded council the January 7 meeting will not have staff items so questioned council if they want to hold the meeting on that date.
 - Council agreed to cancel the meeting

MAYOR AND COUNCIL COMMENTS

Mike Mower

- No comments

Eddie Thomas

- Happy holidays to everyone
- Excited about the downs project, huge safety concerns so let go forward

MINUTES - CITY COUNCIL - REGULAR

December 17, 2014

Page 16 of 16

Jim Sanders

- Wished everyone a Merry Christmas
- Love this community and hopes as a community we can maintain this as a religious holiday

Lori Acton

- Thanked staff for their hard work and wished everyone happy holidays
- Love the enthusiasm of getting the Downs Street project done.

Peggy Breeden

- Asked staff to provide the impact of one Council meeting a month? Staff time will be used for more meetings. Want to see if this is feasible and how will it impact other agencies
- Want to look at moving closed session to end of the meeting. Want to look at the options. Talked about cheerleaders who had to leave because closed session went long. Want to see the impacts and see if it is good or bad.
- Merry Christmas everyone and staff
- Saw a beautiful Christmas tree lighting and party because of our staff. Thank you for your hard work.

ADJOURNMENT at 8:48pm

Rachel J. Ford, CMC
City Clerk

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CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM

SUBJECT:

Presentation And Receive For Filing The Annual Report For The Ridgecrest Area Convention And Visitors Bureau (RACVB)

PRESENTED BY:

Rachel Ford – City Clerk

SUMMARY:

At the request of the Ridgecrest Area Convention and Visitors Bureau (RACVB), Doug Lueck will present the agencies annual report for acceptance by the Council and filing with the City Clerk.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Presentation only, no action required

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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Your Tourism & Film Commission

P.O. Box 1838 Ridgecrest CA 93556
760/375-8202 • 800/847-4830
Fax 760/375-9850

**Ridgecrest Area Convention & Visitor's Bureau
Ridgecrest Regional Film Commission
Ridgecrest Tourism Improvement District**

2013-2014 Annual Report Fiscal Year Ending September 30, 2014

The Annual Report of the Ridgecrest Area Convention & Visitor's Bureau (RACVB) as the owner's association of the Ridgecrest Tourism Improvement District for FY 2013-2014 is presented to the City Council for its review and acceptance in accordance with Section 36650 of the Health & Safety Code.

Pursuant to the requirements, the RACVB did file with the City Clerk after the end of the associations' fiscal year a copy of the report required by Section 36650 (b). The City Council may approve the report as filed by the owners' association or may modify any particular item contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The report shall contain all of the following information:

- 1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- 2) The improvements and activities to be provided for that fiscal year.
- 3) An estimate of the cost of providing the improvements and the activities for that fiscal year.
- 4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- 5) The amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- 6) The amount of any contributions to be made from sources other than assessments levied pursuant to this part.

2013 Annual Planning Report The Ridgecrest Tourism Improvement District

District Name: This report is for The Ridgecrest Tourism Improvement District.

Fiscal Year of Report: This report applies to the 2013-2014 Fiscal year only.

Boundaries: The RTID includes all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Ridgecrest. The boundaries currently include 17 lodging businesses. The City's boundaries for the RTID will remain the same for the 2014-2015 fiscal year. See District Map attached to this report as Appendix A.

Improvements and Activities for 2013-2014:

- Organization and publicity costs related to the Ridgecrest Desert Wildflower Festival.
- Organization and publicity costs related to the Ridgecrest Petroglyph & Heritage Festival.
- Trade Shows and Events Including:
 - International PowWow
 - California Only Film Locations Conference
 - LA Travel and Adventure Show
 - AFCI Locations Show

Total Estimate Cost: A breakdown of the total 2013-2014 budget is attached to this report as Appendix B.

Method and Basis for Assessment: The method and basis for levying the 2013-2014 assessment for the Ridgecrest Tourism Improvement District remains the same as listed in the Management District plan.

Amount of Surplus/Deficit from previous Fiscal Year: Based on the annual review at the conclusion of the 2012-2013 fiscal year, was \$1,463.00.

Amount of Contributions from other sources: The district received additional revenue from the following sources:

Film Permit Fees:	\$ 2,800.00
Membership Dues:	\$ 14,500.00

(Attached will be the budget review from Harold Manning of Burkey Cox & Evans and the District Map)

RACVB Budget				
2013-2014				
	CATEGORIES	2013-14 BUDGET		
INCOME	TID	185,000.00		
	MEMBERSHIPS	8,500.00		
	FILM PERMITS	2,000.00		
	GRANTS	3,000.00		
	FLOWER FEST	3,500.00		
TOTAL		202,000.00		
PERSONNEL	DIRECTOR	48,351.00		
	HEALTH INS	3,720.00		
	ADMIN. ASST	14,630.00		
	HEALTH INS	0.00		
	EMPLOYER TAXES	21,041.00		
TOTAL		87,742.00		
OPERATING	MARKETING	56,000.00		
	AUTO INSURANCE	815.00		
	AUTO EXPENCE	2,300.00		
	DUES SUBSCRIPTIONS	3,000.00		
	LEGAL/PROFESSIONAL	4,000.00		
	LICENSE&FEES	300.00		
	LIABILITY INSURANCE	1,400.00		
	FLOWER FESTIVAL	2,000.00		
	OFFICE EQUIP & SUPPLYS	5,250.00		
	POSTAGE	900.00		
	UTILITIES	2,040.00		
	RENT	14,400.00		
	REPAIR & MAINTENANCE	1,000.00		
	TELEPHONE	3,000.00		
	TRADE SHOW	6,000.00		
	TRAVEL & TRAINING	5,000.00		
	WORKERS COMP. INS	900.00		
	MISCELLANEOUS	1,500.00		
TOTAL		109,805.00		
	EXPENSES (PERSONNEL)	87,742.00		
	EXPENSES (OPERATING)	109,805.00		
	MANAGEMENT RESERVE	4,453.00		
BALANCE		202,000.00		
			TOTAL	YEAR
	EXPENSES LIABILITY		46,000.00	22,000.00

Appendix B

Monthly Director's Report for RACVB For December 2014 Held at Best Western China Lake Inn

January 7, 2015

- ❖ RACVB has 2 Board of Directors resigning. First General Manager of Marriott Spring Hill Suites, Dan Spurgeon is now Board of Director for IWV EDC and Second Manager of Heritage Inn & Suites, Victoria Moore has retired as of December 15, 2014. A new slate of officer will be announced at the February 2015 Board of Directors meeting.
- ❖ In December Doug Lueck met with Kern County Board of Trade regarding the International POW Wow (IPW) to be held in Orlando Florida, May 30 to June 3, 2015. RACVB will be partnering with Kernville Chamber of Commerce as well as Kern County.
- ❖ Also in December, RACVB received a response letter from Kern County Board of Trade advising that RACVB did not receive, the \$ 10,000.00 grant applied for, which the RACVB staff believes will not affect the 2015 Petroglyph Festival.
- ❖ Doug Lueck included with Directors folder a handout for Petroglyph Park Ribbon Cutting Ceremony, “dedicated to honoring Native American culture and its art”, which was part of Petroglyph Festival, and it included map of the park as well.
- ❖ RACVB announced the 2015 Petroglyph Festival dates which are, November 7 & 8, 2015.
- ❖ Doug Lueck included in Directors folder the “Weekly Page Update” for [Facebook](#), the week of December 22 through December 28, 2014 for RACVB Tourism and Filming which are:

Total Likes: 1,126
New Likes: 5
Weekly Total Reach: 311

- ❖ Doug Lueck also included in the Directors folder, article on “Best Cities for Young Families in California”, which talks about how “young families are looking to put down roots”. Article advised “isolated three factors that matter most”
 - 1) **Public School Excellence**
 - 2) **Home Affordability**
 - 3) **Growth and Prosperity.**

Ridgecrest is number **4**, “As the place with the most affordable housing in our top 10 cities”.

FILMING: Ridgecrest Regional Film Commission

For the month of December, there were a total of **7** productions for the Ridgecrest Film Commission of which **4** were filming productions and **3** were still photo shoots.

At [Inyokern Airport](#), there was **1** filming production.

Total for December 2014: \$ 427,000.00

Next Board of Director's meeting will be Wednesday, February 4, 2015, location to be determined.

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

A RESOLUTION OF THE RIDGECREST CITY COUNCIL ESTABLISHING COUNCIL COMMITTEES

PRESENTED BY:

Rachel J. Ford – City Clerk

SUMMARY:

At the December 17, 2014 regular meeting of Council, direction was given for staff to bring forward a resolution giving Council the option to establish certain standing Council Committees. These were identified as:

- Infrastructure Committee
- City Organization and Services Committee
- Quality of Life Committee

Pursuant to Municipal Code section 2-3.107 (Attachment A), Council has the authority to establish standing committees that are necessary and useful to aid in the administration of its affairs. These standing committees will consist of 2 Council Members as well as other individuals which may be identified by Council. The committees will qualify under the Brown Act as standing Council committees and staff will support the committees as required by the Brown Act.

Council may discuss formation of the committees including expected duties, establishment of meeting dates and times, and approve or reject the resolution as Council desires.

FISCAL IMPACT:

Undetermined

Reviewed by Finance Director

ACTION REQUESTED:

Discuss formation of committees; establish duties and meeting schedule; and approve or reject the resolution as desired by Council

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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RESOLUTION NO. 15-XX

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL RESCINDING
RESOLUTION NO. 13-75 AND ESTABLISHING CERTAIN COUNCIL
STANDING COMMITTEES**

WHEREAS, Ridgecrest Municipal Code section 2-3.107 provides that the Council shall establish such committees as are necessary and useful to aid in the administration of its affairs consisting of Council members, and

WHEREAS, Resolution No. 13-75 adopted on September 4, 2013 abolished previous standing council committees due to financial emergency and staffing reductions, and

WHEREAS, the City Council has determined that the establishment of Council committees focusing on City Infrastructure, City Organization matters and financial services, and Quality of Life would be useful and necessary.

THEREFORE, BE IT RESOLVED, by the City Council of the City of Ridgecrest California, that the following Council committees are hereby established:

- Infrastructure Committee
 - The basic facilities, services, and installations under the jurisdiction of the Council needed for the functioning of the community, such as transportation, streets, utilities, wastewater, communications systems, water and power lines, and public institutions.
- City Organization and Services Committee
 - The administration of services supporting the community including City Manager projects, Financial Services, Police, Economic Development, and Planning.
- Quality of Life Committee
 - The facilities and services supporting quality of life in the community including Parks, Recreation, Senior Advisory Council, and Arts Council.

APPROVED AND ADOPTED this 21st day of January, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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City of Ridgecrest Municipal Code

2-3.107 - Council Committees.

The Council shall establish committees by resolution. Committee members shall be appointed by the Mayor with the advice and consent of the Council. The Committee shall select a chair. If the Committee cannot select a chair within sixty (60) days from the date of appointment, the Mayor shall nominate a chair who shall be confirmed by a majority of the Council. Meetings of standing committees are open to the public. Committees shall make their recommendations to the Council.

(Ord. No. 96-03; Ord. No. 99-01, § 3; Ord. No. 13-01, § 2)

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RESOLUTION NO. 13-75

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST
ELIMINATING STANDING COMMITTEES**

1. PURPOSE AND SCOPE.

City may, by resolution, create and eliminate standing committees pursuant to Municipal Code section 2-3.107. This resolution (1) eliminates standing committees as set forth below.

2. FINDINGS.

The City Council finds, determines, and declares:

- (a) That City's financial condition caused it to declare a financial emergency in 2012;
- (b) That City has combated said condition by, in part, cutting costs and City staff;
- (c) That preparation for, and attendance at, City's standing committees by remaining City staff takes valuable time from City's staff to perform other City duties; and
- (d) That other, less onerous options in accomplishing the standing committees' tasks exist and will be explored.

3. RESOLUTION.

Based on the foregoing findings, the City Council hereby resolves:

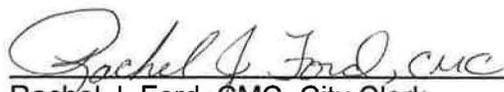
- (a) That standing committees of City are hereby eliminated by rescinding City resolutions numbered 01-50 (Infrastructure Committee; City Organization Committee; Economic Development Committee; Quality of Life Committee; and Legislative Committee); 07-11 (Community Development Committee; City Organization and Services Committee; Parks, Recreation, and Quality of Life Committee; Infrastructure Committee as amended); and 05-43 (Arts Council); and 99-80.

APPROVED AND ADOPTED this 4th day of September, 2013, by the following vote.

AYES: Mayor Clark, Council Members Holloway, Sanders, and Acton
NOES: None
ABSTAIN: None
ABSENT: One Vacancy


Daniel O. Clark, Mayor

ATTEST:


Rachel J. Ford, CMC, City Clerk

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CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM

SUBJECT:

Mayor Breeden, with concurrence of the Council, will appoint members to the Planning Commission and Council Committees, Boards, and Commissions

PRESENTED BY:

Rachel J. Ford – City Clerk

SUMMARY:

At the regular meeting of Council held on December 17, 2014, appointments were made to various Council Committees, Boards, and Commissions. The following appointments are still vacant and in need of appointments.

Planning Commission

- Eddie Thomas new nominee to replace Ronald Carter (deceased)

Construction Appeals Board

- Jim Sanders nominee
- Lori Acton nominee

Handicap Appeals Board

- Mike Mower nominee

Veterans Advisory Committee

- 2 Council appointments to be made by the Mayor

Staff request is Council make nominations and appointments as listed.

FISCAL IMPACT:

No fiscal impact.

Reviewed by Finance Director

ACTION REQUESTED:

Appoint members to remaining vacancies on standing council committees, boards, and commissions.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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Commissions, Board, & Committees	Member	Member	Member	Member	Member
Planning Commission (Each Council Member nominates a commissioner)	Soloman Rajaratamin (Peggy Breeden)	Scott Davis (Jim Sanders)	Matthew Baudhein (Lori Acton)	**	Warren Cox (Mike Mower)
Personnel Commission (Each Council Member nominates a commissioner)	Janis Botoroff (Peggy Breeden)	Ryan Hunter (Jim Sanders)	Jerry Taylor (Lori Acton)	Christina Witt (Eddie Thomas)	Mike Avery (Mike Mower)
Construction Appeals Board (Each Council Member nominates a commissioner)	Mike Ferguson (Peggy Breeden)	**	**	Robert Obergfell (Eddie Thomas)	Russell Hurst (Mike Mower)
Handicap Access Appeals Board (Municipal Code requires 2 members be physically handicapped, 2 members experienced in construction, and 1 member be a public member)	Jinny DeAngelis - DART (Peggy Breeden) public member	Russell Hurst (Jim Sanders) construction member	Tami Miller (Lori Acton) handicap member	Gary Maxwell (Eddie Thomas) handicap member	**
Activate Community Talents and Interventions For Optimal Neighborhoods Task Force (ACTION) (2 Council Appointments & 2 Planning Commission Appointments)	Eddie Thomas	Lori Acton			
Ridgecrest Area Convention & Visitors Bureau (RACVB) (2 Council Appointments)	Lori Acton	Eddie Thomas			
Veterans Advisory Committee (1 Council Appointment & 1 Alternate)	**	**			
Kern Council of Governments (KernCOG) (1 Council Appointment & 1 Alternate)	Peggy Breeden	Jim Sanders (Alternate)			
Navy Community Council (Mayor + 1 Council Appointment)	Peggy Breeden	Lori Acton			
IWV Groundwater	Jim Sanders	Peggy Breeden			
Water Conservation AdHoc Committee	Jim Sanders	Peggy Breeden			
Youth Advisory Council	Eddie Thomas				
Civilian & Military Affairs	Peggy Breeden	Lori Acton			
East Kern County Air Pollution Control Board	Peggy Breeden				
Senior Advisory Council tie to quality of life					
Arts Council tie quality of life					
Quad State Local Governments Authority	Jim Sanders	Mike Mower			
League of California Cities	Peggy Breeden	Jim Sanders (1st Alternate)	Eddie Thomas (2nd Alternate)		
Disaster Council (appointments set by Municipal Code)	Mayor/Chair	City Manager/Director of Emergency Services	Chief of Police/Asst. Director of Emergency Services	Other Emergency Service Personnel as appointed by the Director of Emergency Services to fulfill critical functions	
Round Table/BLM	Lori Acton				
Energy Conservation Plan (DRECP)	Lori Acton				
*Infrastructure Committee	Jim Sanders	Mike Mower			
*City Organization and Services	Lori Acton	Mike Mower			
*Parks, Recreation, Quality of Life (includes Senior Advisory Council and Arts Council)	Eddie Thomas	Lori Acton			

*These standing Council committees must be formed by resolution with a majority vote of the Council

**Vacancies to be appointed

City of Ridgecrest Municipal Code

Chapter 2; Article 3 – Commissions, Boards, and Committees

- **2-3.101 - General.**

- (a) This Article sets forth provisions which are common to all agencies, commissions, boards and committees.
- (b) Commissions and boards shall consist of five (5) members who shall be registered voters within the City and who shall be appointed on the basis of their qualifications for their duties. Each member of the Council shall nominate one (1) Commissioner or board member. The Council shall confirm or reject the nomination.

(Ord. No. 96-03; Ord. No. 13-01, § 2)

- **2-3.102 - Reserved.**

Editor's note—

Ord. No. 13-01, § 2, adopted Feb. 20, 2013, repealed [§ 2-3.102](#) in its entirety, which pertained to Redevelopment Agency and derived from Ord. No. 96-03.

- **2-3.103 - Planning Commission.**

- (a) Pursuant to the provisions of Chapter 3 of Title 7 (commencing with Section 65100) of the Government Code, there is hereby established a planning agency for the City. The planning agency shall be the Planning Commission composed and organized as set forth in this Article.
- (b) Planning Commission Salary. Commissioners shall receive monthly compensation in an amount established by resolution of the City Council. Commissioners may also receive traveling and other expenses incurred on City planning business.
- (c) The Planning Commission shall:
 - (1) Develop and maintain a general plan, zoning and subdivision ordinances;
 - (2) Develop such specific plans as may be necessary or desirable;
 - (3) Periodically review the capital improvement program of the City;
 - (4) Prepare, review and recommend to the Council plans and drafts of such regulations, programs and legislation as may, in its judgment, be required for the systematic execution of the general plan;
 - (5) Act as the agency for the Council in connection with Subdivision Map Act;
 - (6) Investigate and recommend plans to the Council for the improvements and/or beautification of the City, including matters such as the opening, straightening, widening, closing of or parking on streets, improvement and development of public streets, improvement and development of public buildings and works the subdivision of lands and the supplementation or the change of zoning regulations and districts;

- (7) Act as the zoning board of adjustment;
- (8) Perform such other functions and duties as may be imposed by law or as the City Council may provide.

(d) The Planning Commission shall have the powers necessary to enable it to fulfill and carry out its planning functions as provided by law and as set forth herein. In the performance of its functions, Planning Commission personnel may enter upon any land to make examination and surveys provided such entries, examination and surveys do not interfere with the use of land by those persons lawfully entitled to the provisions thereof.

(e) The Director of Community Development or designee shall assist the Commission with the performance of its duties.

(Ord. No. 96-03; Ord. No. 99-01, § 2; Ord. No. 13-01, § 2)

- **2-3.104 - Personnel Commission.**

- (a) The Personnel Commission is hereby established.
- (b) Commissioners shall receive no compensation, but shall receive reimbursement for expenses incurred while on City business, provided such expenses are authorized by the Council.
- (c) The Personnel Commission shall hear appeals by employees in the competitive service concerning appointments, promotions, demotions, suspensions and discharge; and may approve, disapprove, or amend the appointments, promotions, demotions, suspensions, and discharge heard in the appeal.
- (d) Decisions of the Personnel Commission are final unless overturned by a court of law.
- (e) The Personnel Officer or designee shall assist the Personnel Commission in the performance of its duties.

(Ord. No. 96-03; Ord. No. 13-01, § 2)

- **2-3.105 - Construction Appeals Board.**

- (a) The Construction Appeals Board is hereby established. The Board shall be constituted as set forth in the Uniform Building Code as it pertains to the Contractors Appeals Board.
- (b) Board members shall receive no compensation but shall receive reimbursement for expenses incurred while on City business, provided such expenses are authorized by the Council.
- (c) The Board shall undertake the tasks specified in the Uniform Building Code for the Board of Appeals, in the Uniform Housing Code for the Housing Advisory and Appeals Board and in the Uniform Code for the Abatement of Dangerous Buildings for the Board of Appeals.
- (d) The Building Official or designee shall assist the Board in performance of its duties.

(Ord. No. 96-03; Ord. No. 13-01, § 2)

- **2-3.106 - Handicap Access Appeals Board.**

- (a) The Handicap Access Appeals Board is hereby established. The Board shall be appointed and constituted as follows: Two (2) members of the Board shall be physically handicapped persons, two (2) members shall be persons experienced in construction and one (1) member shall be a public member.
- (b) Board members shall receive no compensation but shall receive reimbursement for expenses incurred on City business, provided such expenses are authorized by the Council.
- (c) The Board shall conduct hearings on written appeals made under the State Handicapped Access Standards and may approve or disapprove interpretations of these Standards and enforcement actions taken by the Building Official. The Board shall adopt regulations establishing procedural rules and criteria for carrying out its duties.
- (d) The Building Official or designee shall assist the Board in the performance of its duties.

(Ord. No. 96-03; Ord. No. 13-01, § 2)

- **2-3.107 - Council Committees.**

The Council shall establish committees by resolution. Committee members shall be appointed by the Mayor with the advice and consent of the Council. The Committee shall select a chair. If the Committee cannot select a chair within sixty (60) days from the date of appointment, the Mayor shall nominate a chair who shall be confirmed by a majority of the Council. Meetings of standing committees are open to the public. Committees shall make their recommendations to the Council.

(Ord. No. 96-03; Ord. No. 99-01, § 3; Ord. No. 13-01, § 2)

- **2-3.108 - Additional Council Appointments.**

The following additional appointments shall be made by the Council to conduct the business of the City. These are listed below with the appropriate assignments:

- (a) Kern Council of Governments (KernCOG). One (1) representative and one (1) alternate from the City Council appointed by a majority of the Council in December of even-numbered years for a two-year appointment.
- (b) Navy Community Council. The City has two (2) representatives. The Mayor serves as a permanent member. Additionally, one (1) representative from the City Council, approved by a majority of the Council for a six-month term appointed in December and May.
- (c) Kern County Air Pollution Control District (KCAPCD). One (1) representative from the City Council, appointed by a majority of the Council in December for a two-year term.
- (d) Ridgecrest Area Convention and Visitors Bureau (RACVB). One (1) representative from the City Council appointed by a majority vote of the Council for a two-year term starting in December of even-numbered years.

- (e) IWV Groundwater Management Committee. One (1) representative from the City Council, appointed by a majority of the Council for a two-year term commencing in December of even-numbered years.
- (f) League of California Cities—Desert Mountain Division. One (1) representative from the City Council, appointed by the majority of the Council for a one-year term starting in December.
- (g) Any ad hoc committee that the City Council may deem necessary. Procedures for appointment and length of term to be determined by the Council at the time of inception.

(Ord. No. 96-03; Ord. No. 13-01, § 2)

- **2-3.109 - Disaster Council.**

- (a) The Disaster Council is hereby established.
- (b) The Disaster Council shall provide for the preparation and carrying out of plans for the protection of persons and property within this City in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of this City with all other public agencies, corporations, organizations, and affected private persons.

As used herein "emergency" shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are, or likely to be, beyond the control of the services, personnel, equipment and facilities of this City, requiring the combined forces of other political subdivisions to combat.

- (c) The Disaster Council shall consist of the following: The Mayor, who is the Chair; the Director of Emergency Services, who is the City Manager and who shall be Vice-Chair; the Assistant Director of Emergency Services who is the Chief of Police or the person appointed by the Director in the Assistant Director's absence; such chiefs of emergency services as are provided for in a current emergency plan of the City adopted pursuant to this section; and such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility as may be appointed by the Director to fulfill the requirements of the Emergency Operations Plan.
- (d) The Disaster Council shall develop and recommend for adoption by the City Council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The Disaster Council shall meet upon the call of the Chair, or in the Chair's absence from the City or inability to call such meeting, upon the call of the Vice-Chair.
- (e) The Disaster Council shall be responsible for the development of the City Emergency Operations Plan, which plan shall provide for the effective mobilization of all of the resources of this City, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the City.

- (f) As required by the Emergency Operations Plan and state statute, the Chairman shall:
 - (1) Request the City Council to proclaim the existence or threatened existence of a "local emergency" if the Council is in session, or to issue such proclamation if the City Council is not in session. The Council shall take action to ratify the proclamation within seven (7) days thereafter or the proclamation shall have no further force or effect.
 - (2) Request the Governor to proclaim a "state of emergency" when, in the opinion of the Chair, the locally available resources are inadequate to cope with the emergency.
- (g) As required by the Emergency Operations Plan and state statute, the Director shall:
 - (1) Declare a local emergency, provided, whenever a local emergency is proclaimed, the Council shall take action to ratify the proclamation within seven (7) days thereafter or the proclamation shall have no further force or effect.
 - (2) Control and direct the effort of the emergency organization of this City for the accomplishment of the purposes of this section.
 - (3) Direct cooperation between and coordination of services and staff of the emergency organization of this City; and resolve questions of authority and responsibility that may arise between them.
 - (4) Represent this City in all dealings with public and private agencies on matters pertaining to emergencies as defined herein.
- (h) In the event of the proclamation of a "local emergency" as herein provided, the proclamation of a "state emergency" by the Governor or the Director of the State Office of Emergency Services, or the existence of a "state of war emergency" the Director shall:
 - (1) Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council;
 - (2) Obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the City for the fair value thereof and, if required immediately, to commandeer the same for public use;
 - (3) Require emergency services of any City officer or employee and, in the event of the proclamation of a "state of emergency" in Kern County or the existence of a "state of war emergency," to command the aid of as many citizens of this community as he deems necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers;
 - (4) Requisition necessary personnel or material of any City department or agency; and
 - (5) Execute all ordinary power as City Administrator, all of the special powers conferred by this section or by resolution of emergency plan pursuant hereto adopted by the City

Council, all powers conferred by any statute, by any agreement approved by the City Council, and by any other lawful authority.

- (i) The Director of Emergency Services shall designate the order of succession to that office to take effect in the event the Director is unavailable to attend meetings and otherwise perform his duties during an emergency. Such order of succession shall be approved by the City Council.
- (j) The Assistant Director shall, under the supervision of the Director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of this City; and shall have such other powers and duties as may be assigned by the Director.
- (k) All officers and employees of this City, together with those volunteer forces enrolled to aid them by agreement or operation of law, including persons impressed into service under the provisions of this Code, shall be charged with duties incident to the protection of life and property in this City during such emergency, and shall constitute the emergency organization of the City.
- (l) Any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City.
- (m) It shall be a misdemeanor promulgated in the California Emergency Act and the California Penal Code for any person during an emergency to:
 - (1) Willfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this section, or in the performance of any duty imposed upon him by virtue of this section;
 - (2) Do any act forbidden by any lawful rule or regulation issued pursuant to this section, if such act is of such a nature as to give or be likely to give assistance to the enemy or to imperil the lives or property of inhabitants of his City, or to prevent, hinder, or delay the defense or protection thereof;
 - (3) Wear, carry, or display, without authority, any means of identification specified by the emergency agency of the state.

(Ord. No. 96-03; Ord. No. 13-01, § 2)

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

Appointments to the Measure 'L' Citizens Advisory Committee

PRESENTED BY:

Rachel J. Ford – City Clerk

SUMMARY:

Measure 'L', a ¾ cent sales tax increase, was approved by voters on June 5th, 2012. When the item was placed on the ballot, the City Council opted to create an advisory body to focus specifically on the corresponding revenues as a safeguard to ensure the appropriate expenditures of the funds. The ordinance specifies term limits for committee members. An excerpt from the ordinance reads as follows:

Sec. 3-2.115. Terms of Office.

- (a) Of the members of the committee first appointed, two shall be appointed for terms of one year, two shall be appointed for terms of two years, and one shall be appointed for a term of three years. Succeeding members shall be appointed for terms of four years. The secretary's term shall be designated by the City Manager. All members shall serve until a successor is appointed and qualified.

The following two vacancies need appointments to the Measure 'L' Committee to complete the original terms:

1. Replacement for Eddie B. Thomas (Resigned upon election to City Council) – Term expires July 2015
2. Replacement for Ronald H. Carter (deceased) – Term expires July 2018

FISCAL IMPACT:

No Fiscal Impact

Reviewed by Finance Director

ACTION REQUESTED:

Staff recommends the City Council select two (2) members to serve on the Measure 'L' Citizens Advisory Committee for the remainder of the terms.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Staff recommends the City Council select 2 members to serve on the Measure 'L' Advisory Committee

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MEASURE 'L' CITIZENS OVERSIGHT COMMITTEE

APPOINTMENT HISTORY

Year	Appointed	Term Expires	Appointed By
2012	George 'Andy' Anderson	Jul-13	Steve Morgan
	Lance 'Scott' Garver	Jul-13	Jason Patin
	Mike Peterson	Jul-14	Jerry Taylor
	Phil Salvatore	Jul-14	Chip Holloway
	Eddie Thomas	Jul-15	Ron Carter
2013	George 'Andy' Anderson	Jul-17	Council
	Lance 'Scott' Garver	Jul-17	Council
	Mike Peterson	Jul-14	Jerry Taylor
	Phil Salvatore	Jul-14	Chip Holloway
	Eddie Thomas	Jul-15	Ron Carter
2014	George 'Andy' Anderson	Jul-17	Council
	Lance 'Scott' Garver	Jul-17	Council
	Robert Gould	Jul-18	Chip Holloway
	Ronald Carter	Jul-18	Dan Clark
	Eddie Thomas	Jul-15	Ron Carter
2015	George 'Andy' Anderson	Jul-17	Council
	Lance 'Scott' Garver	Jul-17	Council
	Robert Gould	Jul-18	Chip Holloway
	Vacant	Jul-18	Dan Clark
	Vacant	Jul-15	Ron Carter

Ordinance 12-02

Sec. 3-2.115. Terms of Office.

- a) Of the members of the committee first appointed, two shall be appointed for terms of one year, two shall be appointed for terms of two years, and one shall be appointed for a term of three years. Succeeding members shall be appointed for terms of four years. The secretary's term shall be designated by the City Manager. All members shall serve until a successor is appointed and qualified.

- b) Should a member of the committee fail to attend three consecutive meetings, unless excused for cause by the chairperson, that member's office shall be deemed vacant and the member's term ended. The committee secretary shall immediately notify the City Council and City Clerk of such termination.

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY / HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

Ridgecrest Charter School Appeal of Planning Commission Decision regarding CUP 01-14 Modification

PRESENTED BY:

Matthew Alexander, AICP

SUMMARY:

The Ridgecrest Charter School submitted an application to modify the Conditional Use Permit approved by the Ridgecrest Planning Commission on August 14, 2001. This CUP Modification is for the addition of a 9,861 sf auditorium to their campus. Other proposed improvements include a staff parking lot with 24 stalls, a trash enclosure, irrigated planters, a bus loading zone, remodeling the existing cafeteria building to create 2 new classrooms and relocating the cafeteria to the auditorium.

Cooperation between the Charter School, the City and AMG Associates, (owners of the property located to the north of the School), led to a greatly improved site plan by adding a roadway easement which will significantly ease traffic congestion and add pick up and drop off parking.

On October 28, 2014 the Planning Commission approved CUP 01-14 Modification. The Charter School has appealed two conditions of approval:

- A. 1.f.i. *Base paving to include from north end of property to include the driveways and between them, stopping on the north side of the power pole until the continuation of the Downs St. Project, and*
- A. 1.h. *Construct temporary barriers or crash barrels around the existing power pole.*

The 2001 CUP required that Downs St. be widened, including curb, gutter, sidewalk and power pole relocation, (see page 38 of the attached Planning Commission staff report). The new CUP conditions no longer require the Charter School to relocate the power poles. The staff does not believe that widening Downs Street with appropriate power pole mitigations will create a hazardous situation. Further, widening Downs Street sooner than later will eliminate unauthorized parking and permit the placement of a desirable mid-block crosswalk.

According to Section 20-28.6.c of the Municipal Code, the following options are available to the City Council: *the City Council may, without public hearing, approve the action of the Planning Commission and deny the appeal. If the City Council decides to accept the appeal and review the action taken by the Planning Commission, the City Council shall affirm, reverse, or modify the decision of the Commission at a regular meeting.*

Council discussed this item at the regular meeting on December 3, 2014 and moved the item to the first meeting of January, 2015 for further discussion.

FISCAL IMPACT: None

Reviewed by Finance Director

ACTION REQUESTED:

By minute motion action sustain or modify the Planning Commission decision

CITY MANAGER'S RECOMMENDATION:

Action as requested

Submitted by: Matthew Alexander, AICP

Action Date: January 21, 2015

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RIDGECREST CHARTER SCHOOL
Home of the Eagles

RECEIVED

NOV / 6 2014

City Clerks Office

Request for appeal of CUP 01-14 Modification – Ridgecrest Charter School
6 November 2014

The Ridgecrest Charter School (RCS) desires to build a multipurpose building at the school site at 325 S. Downs St. Over the last several months, RCS representatives have worked with city staff members to clarify the requirements specified in the Conditional Use Permit drafted by city staff. During the discussions, it became apparent to RCS that one of the requirements may actually introduce a traffic hazard. This requirement was discussed at length during the Planning Commission meeting on 28 Oct, and after minor modification of this requirement, the CUP was approved by the Commission by a vote of 4-1. Unfortunately, the modification made to the requirement does nothing to alleviate RCS' concern. As the implementation of this requirement could result in liability to the city of Ridgecrest and implied liability to RCS should an accident occur, and as the neighboring property was not required to meet this requirement, RCS respectfully requests that the city council review this matter.

At issue is the requirement to construct base paving to match up RCS' new sidewalk, curb and gutter to the existing pavement on Downs St. between the school's north and south driveways (see figures 1 and 2). The concern that we have is that the power poles on the west side of Downs St. are currently fairly close to the street, with one pole immediately south of our southern driveway. If this base paving is added north of the power pole as specified, a southbound driver may believe this base paving to be a traffic lane and, if swerving onto it to pass slower traffic, may inadvertently run into the guard rail around the power pole at 40 mph, resulting in significant injury. As this is the only section of Downs St. that is still two lanes, a driver unfamiliar with the city may make this mistake, especially after dark.



Figure 1: Aerial View – Base Paving, Curb, Gutter, and Sidewalk at RCS

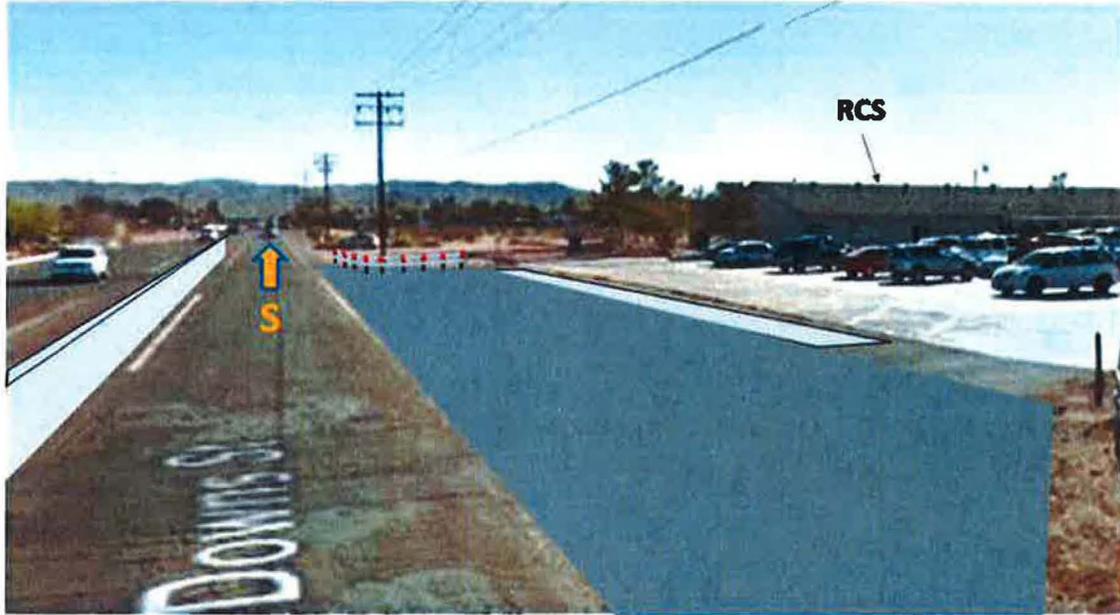


Figure 2: Street View – Base Paving, Curb, Gutter, and Sidewalk at RCS

In our opinion, it would make much more sense to wait until the power poles have been relocated before paving immediately in front of one. As this power pole relocation is currently planned as part of the Downs Street widening project, the plans for which have now been signed, paving this section of the street right now appears to be introducing a traffic hazard without a reason strong enough to justify the added liability to the city. In addition, as the property owner to the north of RCS was permitted to wait until the street widening project was underway before paving their section, we feel it would be safer, as well as equitable, to be consistent with the requirements on the west side of Downs St. **The relief that we request is that our requirement to construct base paving be deferred until the power pole relocation has taken place. We would also request that the requirement for us to construct a guard rail to protect the power pole from oncoming traffic be waived if the base pavement requirement is deferred.**

During the Planning Commission hearing, an additional topic was raised that is not a part of the conditional use permit, but as it has been discussed previously during the City Council meetings and is specified both in the traffic study conducted as part of this CUP and is currently shown on the signed Downs Street widening project plans, we feel that it should be reviewed at this time as well.

A crosswalk was originally installed across Downs St. at Church Avenue, but was removed as it did not meet code. A crosswalk may only be installed at a controlled intersection (stop sign or stop light), with the exception that a crosswalk may be placed directly across from a school, as long as there are sidewalks on both sides. The Downs Street widening plans show a crosswalk to be installed directly across from RCS to the Larkspur apartment complex, which would be mid-block across four lanes of traffic. Although RCS would have crossing guards at the crosswalk during the morning and afternoon when school begins and ends, the fact that a ball field is across the street from an apartment complex would result in children crossing at all times, not just school hours. A crosswalk at this location on a busy four lane street does not seem like a safe place for a crosswalk, even if it does meet code. According to the findings in the Traffic Impact Study performed by Crenshaw Traffic Engineering as part of this CUP process, as well as the Active Transportation Program for Safe Routes to School for the City of Ridgecrest, the mitigation measures specified to improve traffic flow require the city to install all-way stop signs at Church Avenue and South Downs Street, with school crosswalks painted at Church Avenue and South Downs Street. Thus, if the city adheres to the mitigation measures specified in the Traffic Study to the same degree as RCS is being held, there will be no need for the mid-block

crosswalk as the crosswalk will be located at the controlled intersection of South Downs Street and Church Avenue. **The relief that we request is that the city install all-way stop signs at Church Avenue and South Downs Street and paint school crosswalks across both streets at this intersection in accordance with the Traffic Impact Study and Active Transportation Program for Safe Routes to School - City of Ridgecrest.**

Thank you for your consideration in these matters.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Elsa Hennings', written over a horizontal line.

Elsa Hennings
Ridgecrest Charter School Governing Board President

Addendum to Charter School Letter of Appeal of Planning Commission Decision Specific Conditions being appealed

11/18/2014 - Email message from Matthew Alexander to Elsa Hennings
Elsa:

... As an addendum to your appeal, I would be grateful if you would tell us specifically what Condition(s) of Approval the Charter School is appealing, (I am attaching the approved Planning Commission Resolution for reference)...

Regards,
Matthew Alexander,

11/18/2014 - Email message from Elsa Hennings to Matthew Alexander

Thanks for the update, Matthew. We are appealing condition A.1.f.i, as well as A.1.h. I probably should have put that into the appeal! As for the crosswalk issue, I'm thinking it will be wiser to wait and discuss that later during an infrastructure committee meeting since it is not a part of the CUP.

Elsa Hennings

Planning Commission Resolution 14-16 approving CUP 01-14 Modification – Conditions being Appealed

- A. The following public improvements shall be designed and constructed, in accordance with City of Ridgecrest, Engineering Design Standards and Details, (CoREDS&D), approved by the City Engineer, including the following:

1.f.i. Base paving to include from north end of property to include the driveways and between them, stopping on the north side of the power pole until the continuation of the Downs St. Project.

1.h. Construct temporary barriers or crash barrels around the existing power pole.

PLANNING COMMISSION RESOLUTION 14-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIDGECREST APPROVING A CONDITIONAL USE PERMIT CUP 01-14 MODIFICATION, A REQUEST TO ADD A 9,861 SF AUDITORIUM TO THE CAMPUS. OTHER PROPOSED IMPROVEMENTS INCLUDE A STAFF PARKING LOT WITH 24 STALLS AND A LOADING ZONE, A TRASH ENCLOSURE, IRRIGATED PLANTERS, A BUS LOADING ZONE, REMODELING THE EXISTING CAFETERIA BUILDING FOR 2 CLASSROOMS AND RELOCATING THE CAFETERIA TO THE AUDITORIUM INCLUDING CONSIDERATION OF A ROADWAY EASEMENT WITH NUMEROUS PICK UP/DROP OFF PARKING SPACES. THE PROJECT IS LOCATED ON A 5.4 ACRE SITE WITHIN A R-4 MULTI-FAMILY ZONE DISTRICT. APPLICANT: RIDGECREST CHARTER SCHOOL

THE PLANNING COMMISSION OF THE CITY OF RIDGECREST RESOLVES as follows:

SECTION 1. FINDINGS

On September 23, 2014, the Planning Commission held a public hearing, continued the public hearing until October 28, 2014 and duly and regularly considered a request for a modification to Conditional Use Permit 01-14 granted to the Ridgecrest Charter School. APN: 508-020-14 located at 325 S. Downs St.

The Planning Commission considered the evidence and approved this application as set forth herein:

- (a) The proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to or inharmonious with properties or improvements in the vicinity.
- (b) There are circumstances or conditions applicable to the land, and use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right.
- (c) The proposed location of the conditional use is in accordance with the objectives of the zoning chapter and the purposes of the district in which the site is located.

SECTION 2. DESCRIPTION

The proposed request for a CUP modification includes a Master School Plan for the addition of a 9,861 sf auditorium to their campus. Other proposed improvements include a staff parking lot with 24 stalls and a loading zone, a trash enclosure, irrigated planters, a bus loading zone, remodeling the existing cafeteria building for 2 classrooms and relocating the cafeteria to the auditorium including a proposed roadway easement with numerous pick up/drop off parking spaces.

SECTION 3. CONDITIONAL APPROVAL

The proposed modification of Conditional Use Permit CUP 01-14 Modification is hereby approved subject to the following conditions:

NOTE: These conditions must be met within 18 months (March 23, 2016), or as stipulated in the condition, unless a written request for an extension of time is received before the expiration date.

PUBLIC WORKS – ENGINEERING

- A. The following public improvements shall be designed and constructed, in accordance with City of Ridgecrest, Engineering Design Standards and Details, (CoREDS&D), approved by the City Engineer, including the following:
1. Street Improvements per RMC, 14-2.32 & 20-3.20 & CoREDS&D.
 - a. Prior to building permit issuance, dedicate additional Right of Way for Southern California Edison distribution pole relocations or undergrounding of power lines.
 - b. Prior to building permit issuance, prepare a traffic study for parking, traffic handling and student drop off and pick up for City Engineer's review and approval.
 - c. Construct 8" curb, gutter and 5.5' wide type III commercial sidewalk per Downs Street Improvement plans prepared by Willdan Engineering and per CoREDS&D, Detail Drawings No. 3 & 4.
 - d. Construct commercial driveway approaches with current ADA standards per Downs Street Improvement plans prepared by Willdan Engineering and per modified CoREDS&D, Detail Drawing Plate R8, Section A-A.
 - e. Construct decorative street lights along Downs Street frontage.
 - f. Construct street structural section by Full Depth Rehabilitation method and match up paving section per Downs St. Improvement Plans prepared by Willdan Engineering.
 - i. Base paving to include from north end of property to include the driveways and between them, stopping on the north side of the power pole until the continuation of the Downs St. Project.
 - ii. The cost of the final lift of asphalt may be bonded or cash in lieu of construction.
 - g. The cost of the power pole relocation may be bonded or cash in lieu of the relocation of the pole.
 - h. Construct temporary barriers or crash barrels around the existing power pole.
 - i. All work in and or access to and from Downs Street shall require approval and or encroachment permit from the City Engineering Dept.
 2. Sewer Improvements per RMC, Chapter 12 & CoREDS&D
 - a. For the auditorium; design and construct a 6" commercial sanitary sewer lateral with property line clean out per modified CoREDS&D, Detail Drawing No. 13.

- i. Laterals shall be constructed at right angles to the sewer main and right of way line.
 - b. For the auditorium; design and construct a manhole for connection of the 6" lateral to the existing sewer line in Downs Street (CoREDS&D, Section 5.B)
 - c. Prior to building permit issuance by the County, the plumbing plans for the structure(s) shall be reviewed by the City Engineer to determine if sample boxes or wastewater pretreatment may be required.
 - i. Any floor drains, mop sinks, utility room drains, require separate wastewater plumbing to a minimum of a sample box before entering the public sewer system.
 - ii. The new auditorium shall be plumbed separately for grey water and sanitary waste water if determined by the review of the plumbing plans.
- 3. Drainage Improvements, per RMC, Chapter 21 & City of Ridgecrest Master Drainage Plan & Drainage Design Manual,
 - a. The project is within flood zone X of the Flood Insurance Rate Maps, area of minimal potential for flooding.
 - b. For all auditorium site improvements; all storm water runoff up to the ten year event shall be detained onsite.
 - i. Prior to issuance of the building permit, a drainage plan with supporting calculations shall be submitted for the City Engineer's approval.
 - ii. The drainage plan and calculations along with improvements shall be prepared and constructed in accordance with City of Ridgecrest, "Master Drainage Plan", dated May 1989 and the "Drainage Design Manual", dated July 1989.
 - iii. The onsite drainage detention is required to be designed and constructed to meet the 10 year reoccurrence interval for a 24 hour storm duration with a precipitation depth of 1.85 inches.
- 4. Grading Improvements
 - a. Prior to issuance of a building permit, a topographic grading plan shall be submitted for approval by the City Engineer and Planning Department. The grading requirements shall conform to Ridgecrest Municipal Code Chapter 16 and the grading plan prepared in compliance to CoREDS&D, Section 2.02 C. 4.
 - i. The topographic grading plan and drainage plan shall also show adjacent grading, drainage and features as required in the City of Ridgecrest, Engineering Design Standards, Section 2.02 C. 4.
 - ii. The topographic grading plan shall also show property boundary record data with dimensioning, survey property corners, easements, utilities, etc.
- 5. Survey
 - a. The site will require a boundary survey. Survey monument property corners shall be set, made visible and protected in place during construction. Monuments shall be set to surface and made visible prior to occupancy permit. Work must be performed by a Licensed Land Surveyor.

B. Miscellaneous Requirements & Conditions

1. Seismic Hazard Zone

a. The project is approximately 6,356 feet westerly of the Little Lake Fault.

i. The developer shall have his architect/structural engineer design the structure to meet seismic requirements for this zone.

2. Pay all Development Impact Fees.

3. Coordinate with IWWWD and if necessary design and construct water facilities per IWWWD requirements.

4. Coordinate with Kern Co. Fire Dept. and if necessary, design and construct fire protection hydrants and or facilities per Kern Co. Fire Department requirements.

5. Design and construct miscellaneous support utility improvements necessary for development of the project.

6. The permanent gas and electric utility meters will not be authorized for installation and shall not be installed until after final inspection and the Certificate of Occupancy has been issued.

7. A Certificate of Occupancy will not be issued until all Planning Commission conditions of approval have been met.

8. A Certificate of Occupancy will not be issued until project sign off and final structure inspection has occurred from Building Inspection, Planning Dept., Engineering Dept., Fire Dept. and Health Dept.

9. The project plan shall be reviewed and approved by police, fire and emergency services for access and circulation to the structure and parking lot.

10. All work in the public right of way shall be to City of Ridgecrest and industry standards.

11. Applicant shall acquire all necessary permits from the City or any other regulatory agency.

12. Prior to Building Permit issuance sign and record an affidavit to agree to not protest the formation of Street Lighting, Landscaping Maintenance District.

13. A Certificate of Occupancy will not be issued until the Charter School obtains a 30 foot roadway easement and constructs a paved driveway, parallel parking stalls, curb, gutter and sidewalk in accordance with the pick-up and drop-off design identified upon the approved CUP 01-14 Modification Charter School Site Plan. The roadway easement shall run from the northwest corner of the Charter School property to Church Avenue running across vacant property currently owned by AMG Associates. The design of the sidewalk, curb, gutter, parking lane and driveway shall be reviewed and approved by the City of Ridgecrest Public Works Department. Further, the Charter School is responsible for establishing a reciprocal maintenance agreement for the roadway easement.

COMMUNITY DEVELOPMENT

C. This CUP 01-14 Modified formally approves the Ridgecrest Charter School Site Plan dated September 8, 2014 which is on file with the Ridgecrest Planning Department.

D. The applicant shall comply with all applicable federal, state, county, and local regulations.

- E. Any signs provided on the site shall be installed in accordance with applicable sections of Chapter 20.
- F. Student drop off and pick up shall be in accordance with an approved Circulation and Parking Plan.
- G. In coordination with the Downs Street Widening project, a Landscape Plan shall be submitted to the City Planner for review and comment. Wrought Iron fencing is recommended in lieu of chain link fencing where practical. Landscaping shall be maintained in an acceptable manner. Planters shall not drain into parking areas so as to accumulate mud and other unsightly residue.
- H. A restriping plan shall be submitted to the City Planner, Police Sargent and City Engineer prior to the implementation of parking lot circulation and parking modification
- I. The existing Trash enclosure shall be utilized for the preschool.
- J. Applicant shall acquire all necessary permits from the City.
- K. Prior to the issuance of an occupancy permit for the Auditorium, the Charter School Principal must file a letter of intent with the City and AMG Associates indicating interest in a reciprocal roadway easement to provide emergency access for the multi-family residential property owned by AMG Associates over Charter School property and a roadway access easement to link the Charter School property with Church Ave over AMF Associates property.

KERN COUNTY FIRE DEPARTMENT

- L. A clearance from Kern County Fire Department will be required prior to school occupancy.
- M. Building Plans are subject to the review and approval of the Kern County Building Department.

APPROVED AND ADOPTED this 28th day of October 2014 by the following vote:

AYES: LeCornu, OBergfell, Baudhuin, and Davis
 NOES: Tallman
 ABSTAIN: None
 ABSENT: None



Chris LeCornu, Chair

ATTEST:


 Ricca Charlon, Secretary



CITY OF RIDGECREST
100 West California Avenue
Ridgecrest, CA 93555
MINUTES

MEETING OF THE RIDGECREST PLANNING COMMISSION
City Council Chambers
Tuesday, October 28, 2014 at 6:00 PM

1. CALL TO ORDER – 6:05pm

2. ROLL CALL

Present: C. LeCornu, R. Obergfell, S. Davis, W. Tallman, M. Baudhuin

Absent: None

Staff: Matthew Alexander, Loren Culp, Ricca Charlon

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

Motion to Approve Agenda by M. Baudhuin, Seconded By S. Davis.

Motion Carried By Voice Vote of 5 Ayes, 0 Nays, 0 Abstain, and 0 Absent

5. APPROVAL OF MINUTES: September 23, 2014

Motion to Approve September 23, 2014 Minutes as presented by M. Baudhuin, Seconded by R. Obergfell.

Motion Carried By Voice Vote of 5 Ayes, 0 Nays, 0 Abstain, and 0 Absent

6. PUBLIC COMMENTS OF ITEMS NOT ON THE AGENDA – Open and Closed at 6:07pm

7. PUBLIC HEARINGS

a. Conditional Use Permit 01-14 Modification (2014) Ridgecrest Charter School, 325 S. Downs Street. A request to modify the CUP approved in 2001 by adding a 9,861 square foot auditorium, a 24 staff parking lot, remodeling the existing cafeteria building for 2 classrooms by relocating the existing cafeteria to the auditorium, and a revised circulation system including a bus loading zone and 23 drop off/pick up parking stalls, (APN 508-020-14). This item was continued from the September 23, 2014 Planning Commission Meeting.

- M. Alexander went over the staff report in the agenda packet.
- M. Baudhuin – Does not agree with tactics used by AMG to make the easement agreement- sorry RCS was put in the middle. In regards to the crosswalk across Downs St. – why a crosswalk to Larkspur? Why not at Church St.?
- L. Culp – CA manual of traffic devices allows for a mid-block crosswalk directly across from a school; at Church St. would require additional requirements. The intent is to complete these improvements with the fully improved completion of Downs from Ridgecrest Blvd. to Upjohn St. It is a future improvement item.

Public Comment

- E. Hennings – thanked staff for help. Requested further discussion on addition of base pavement to join street and parking lot at front of school. Worried about cars thinking it is a two lane road. She would like to bond the base pavement as part of this and NOT pave it due to the liability of someone crashing into the power pole. Would like to have it completed with the rest of the improvements of the road. Additionally would like to bond for the moving of the power pole.
- L. Culp – if you look at the traffic report it recommends that the street improvements be installed at the current time and not put off. Public works staff would make sure that traffic directional signage be complete to traffic control standards. Regarding bonding of street lights-the lights are in concert with the street lighting at Larkspur Apts. City required Larkspur to complete the power pole improvements and recommends RCS do the same.
- M. Baudhuin – all schools do the ‘flowing’ line of pick-up. Maybe a compromise that a certain number of the Church St. stalls is for parking? As far as the Downs improvements regarding the power pole he is concerned about the deferring of the improvements.

- C. LeCornu – when is Downs St. project going to start?
- L. Culp – it is highly dependent on the power pole relocation agreement with SCE. I am told if everything was in place with SCE it would still be 2-3 years out.
- N. Shebesta – architect for school – not sure where the power is getting to the pole?
- L. Culp – developer is required to make a service application to SCE and they will design it. The school is required to make the improvements to the design and SCE will pull wire and set meters.

Public comment closed 6:51pm

- W. Tallman – With the concerns of RCS brought forward tonight, does the planning commission have jurisdiction?
- L. Culp – it is staff recommendation that the Commission approves the conditions and RCS could appeal to the Council if they see necessary.
- C. LeCornu – does not agree with the base paving condition, ok with everything else.
- Recommended changes to reso. – Section 3.A.1.f.i. Strike out ~~“Base paving will be required as the match up pavement.”~~ replace with “base paving to include from north end of property to include the driveways and between them, stopping on the north side of the power pole until the continuation of the Downs St. Project”.

Motion to Approve Resolution as amended above by R. Obergfell, Seconded by M. Baudhuin. Motion Carried By Voice Vote of 4 Ayes, 1 Nay (Tallman), 0 Abstain, and 0 Absent

b. Site Plan Review 14-04 (La Fiesta Restaurant Expansion) 119 N. China Lake Blvd.

A request to install a 1,1031 sq. ft. addition to an existing restaurant located at 119 N. China Lake Blvd, (APN 067-192-35). The addition will include new customer seating and ADA restrooms. This item was continued from the September 23, 2014 Planning Commission Meeting. **Staff recommends continuing this item until November 18, 2014.**

Motion to Continue till November 18, 2014 by C. LeCornu, Seconded By R. Obergfell. Motion Carried By Voice Vote of 5 Ayes, 0 Nays, 0 Abstain, and 0 Absent

8. DISCUSSION AND OTHER ACTION ITEMS

a. Draft Zoning Ordinance Amendments for Emergency Shelter and Density Bonus

These recommendations should be pursued on behalf of the Housing Element Update

b. Water Limitations Subcommittee Report

- M. Alexander went over the meeting held with L. Oviatt from County. It was a learning opportunity about groundwater requirements. Last week the city created an ad-hoc committee and absorbed our subcommittee.
- S. Davis – City of Ridgecrest Water Conservation ad-hoc committee was formed. Plenty of feelings on all sides. Looking at sending a letter that the residents of Ridgecrest are very concerned and want to have a say. Next meeting Monday November 18th (3rd Monday of each month)

M. Alexander – attended the BOS meeting today and updated the Planning commission as to the outcome.

c. City Engineer’s Roadway Construction Progress Report and Update

- L. Culp provided an update on construction projects within the city

9. STAFF ITEMS

- M. Alexander noted that the Planning commission is going to meet 3rd Tuesday of each month for November & December.

10. COMMISSIONER ITEMS

- M. Baudhuin – concerned with the pot holes being created at the Jack in the Box intersection by the over watering of landscaping. He plans to go to the IWVWD with his concern.

11. ADJOURN TO A SPECIAL MEETING NOVEMBER 18, 2014

Planning Commission

Staff Report - Public Hearing: October 28, 2014

Conditional Use Permit CUP 14-01 Modification - Ridgecrest Charter School, 325 S. Downs Street. The Ridgecrest Charter School is requesting a CUP modification for the addition of a 9,861 sf auditorium to their campus. Other proposed improvements include a staff parking lot with 24 stalls and a loading zone, a trash enclosure, irrigated planters, a bus loading zone, remodeling the existing cafeteria building for 2 classrooms and relocating the cafeteria to the auditorium. Recent discussions between the City staff and Charter School representatives have generated a proposal for a roadway easement connecting to Church Avenue across AMG property with numerous pick up/drop off parking spaces. The project is located on a 5.4 acre site within a R-4 Multi-Family Zone District;, (APN 508-020-14).

Applicant: Nancy Shebesta, Architect
3700 Suhre Street
Lake Isabella, CA 93240
(760) 549-0075
for Ridgecrest Charter School

Owner: Ridgecrest Charter School
325 S. Downs Street
Ridgecrest, CA
Attention: Don Baker
(760) 375-1010

Recommendation

MOTION TO APPROVE RESOLUTION 14-16 APPROVING CONDITIONAL USE PERMIT CUP 01-14 MODIFICATION FOR THE RIDGECREST CHARTER SCHOOL AT 325 S. DOWNS STREET

CUP 01-14 MODIFICATION, PROJECT INFORMATION			
Existing Land Use		Zoning	
Onsite	Charter School Campus grades K-8	R-4	Multi Family Residential
North	Ridgecrest Sr. Apartments and Vacant	R-4	Multi Family Residential
South	Vacant and Single Family Homes	CG & R1	Commercial General & Single Family Residential
East	Vacant and Single Family Homes	R1	Single Family Residential
West	Larkspur Family Apartments	R2	Multi Family Residential
General Plan Designation		High Density Residential	
Access		Downs Street	
Site Area		5.4 Acres	
Environmental		Categorical Exempt – In fill	

PROJECT UPDATE SINCE LAST MEETING:

This public hearing was continued from September 23, 2014 with the intent of investigating an opportunity for the Charter School to obtain a roadway easement from the northwest corner of the Charter School property to Church Avenue running across vacant property owned by AMG Associates. At the September 23, 2014 Public Hearing it became clear that the current pick up

and drop off process before and after school is inadequate. The Charter School hired a traffic engineer who confirmed the poor circulation service level experienced by the school. A copy of this traffic report is attached to this staff report.

The Charter School has made progress; AMG Associates have expressed a willingness to dedicate this roadway easement provided that they may be relieved from a City imposed condition that they build market rate apartments on their vacant 5 acres of property. AMG would prefer to build a second unit of senior apartments similar to the senior apartments already built at the southwest corner of Church Avenue and Downs Street.

The draft Planning Commission Resolution to approve this CUP includes a new condition of approval related to this proposed roadway easement/pick up and drop off improvement. This new condition reads as follows:

Public Works-Engineering

B.13 A Certificate of Occupancy will not be issued until the Charter School obtains a 30 foot roadway easement and constructs a paved driveway, parallel parking stalls, curb, gutter and sidewalk in accordance with the pick-up and drop-off design identified upon the approved CUP 01-14 Modification Charter School Site Plan. The roadway easement shall run from the northwest corner of the Charter School property to Church Avenue running across vacant property currently owned by AMG Associates. The design of the sidewalk, curb, gutter, parking lane and driveway shall be reviewed and approved by the City of Ridgecrest Public Works Department. Further, the Charter School is responsible for establishing a reciprocal maintenance agreement for the roadway easement.

BACKGROUND:

On July 29, 2014 the Ridgecrest Charter School submitted an application for a Modification to the Conditional Use Permit approved for the Ridgecrest Charter School Campus which was approved by the Ridgecrest Planning Commission on August 14, 2001.

This CUP modification is for the addition of a 9,861 sf auditorium to their campus. Other proposed improvements include a staff parking lot with 24 stalls and a loading zone, a trash enclosure, irrigated planters, a bus loading zone, remodeling the existing cafeteria building for 2 classrooms and relocating the cafeteria to the auditorium. Recent discussions between the City staff and Charter School representatives have generated an interest proposing a roadway easement with numerous pick up/drop off parking spaces.

The August 14, 2001 Planning Commission staff report for CUP 01-14 read as follows –

The applicant, Ridgecrest Charter School, is requesting a conditional use permit and site plan review for a charter elementary and middle school located at 325 South Downs. An existing church facility is currently on the site. The proposal would be to temporarily place 12 mobile classrooms on the site to accommodate approximately 328 students. The projection is to keep these units for a maximum of two years. In two years a determination will be made, upon enrollment and success of the charter school, to disband or convert to permanent structures and expansion onto the adjoining parcel located to the north.

Looking back, it would be safe to say that the Charter School has been an unmitigated success. It is the staff understanding that the School's program, faculty and curriculum are so attractive to parents that there is a waiting list for enrollment. The original CUP was approved for 328 students. Today there are approximately 438 students at Ridgecrest Charter School. Expansion, or relocation to the property lying north of the school site never occurred. Instead 32 Ridgecrest Senior Apartments were built on Church Avenue on 5 acres immediately north of the School.

The Ridgecrest Charter School is built on a 5.4 acre parcel zoned R-4 medium density. The topography is relatively flat and level with a 0.8% slope to the east. The soil, at the surface, is loose to firm silty sand. Vegetation consists of irrigated planters with trees and shrubs.

The existing campus has approximately 29,300 sf of buildings. The uses of these buildings are an administration building (with offices, staff lounge, library, and 4 classrooms) a cafeteria building and nine classroom buildings. Existing open space improvements include playgrounds, basketball courts, handball courts, a grass field, irrigated planters, an auto loading zone and a paved parking lot with 52 parking stalls.

North of the campus is a 2 story building with Multi Family Dwelling Units, paved parking and irrigated landscaping. See photo attachment East of the campus (across So. Downs St.) is a 2 story building with Multi Family Dwelling Units, paved parking and irrigated landscaping. See photo attachment. There are no improvements south of the Campus, the parcel is undeveloped.

Utilities services for the auditorium is "tie into existing" services. Electricity and gas service is by SCE&G, sewer and water service is by the City of Ridgecrest.

The program for the Auditorium includes a commercial kitchen, janitor room, the coach's office, PE equipment storage, bathrooms and a 5,560 sf multi use room. Proposed construction is slab on grade and light frame structural insulated panel walls and roof.

The multipurpose room has 3 fundamental uses. In the order of frequency, the first use is dining, physical education and exercise. The second use is presentations and performances. The third use is competitive basketball and volleyball games.

The main space is equipped with a walk draw curtain that divides the main space one third - two thirds, telescoping bleachers, swing up basketball goals, a net set up for a variety of games, a 16 ft wide screen and projector and a 14' x 30' stage that swings up against the wall for storage.

CIRCULATION AND PARKING:

While the Ridgecrest Charter School merits high grades in all academic categories, there is one proverbial fly-in-the-ointment that has concerned the not only the School but the City's Police Department as well.

Each morning and afternoon the student drop off and pick up periods may be described as chaotic in need of serious improvement. The Charter School serves children from throughout the entire Indian Wells Valley meaning that most of the 438 students are driven to and from school by parents. There is mini bus service, but it only transports a tiny fraction of the student body.

Currently are only 4 legitimate drop off/pick up parking spaces to serve the entire campus. The parking/pedestrian/motor vehicle interface is woefully inadequate. More than 30 cars will queue up waiting to use one of 4 parking pick up/drop off stalls. This is further taxed because some parents will wait at one of the choice parking loading spots for a second or third child thereby holding up the long line of parents anxious to retrieve their child.

Since the loading zone wasn't designed to handle the rush hour crunch, many parents park where they can within the School's 52 lot parking lot. Many of these parking spaces are already taken by teachers, school staff and administrators. The proposal to add 24 staff parking spaces should help. However, adding 24 new parking spaces will not make up for the loss of parking spaces which will occur when Downs street is widened and the vacant lot to the south is developed into a commercial use. Currently, it has been observed that 20 – 30 vehicles intent on dropping off and picking up students are parking without permission on the vacant property to the south.

The other parking area is the Downs St. public right-of-way which will be turned into a second moving lane of traffic when Downs St. is widened. This area is currently called LeMans, because parents angle park here anxiously waiting to retrieve their child and race off onto the highway. So many illegal u-turns were being made over the double, double yellow lines that the City was forced to install K-barriers separating Downs St. northbound traffic from southbound traffic.

The City of Ridgecrest has completed the design work to widen Downs St. in front of the School. This plan will call for relocating overhead utilities underground, installing a sidewalk curb/gutter and expanding the street to 4 lanes with a raised median.

The plan proposed in August only made marginal modifications to the unacceptable circulation, pick up and drop off situation that currently exists. Bear in mind that the School's Master Plan anticipates increasing the enrollment from the current 438 to a maximum of 525 students. In the opinion of the staff a perfect storm of unsafe traffic circulation and parking condition will

exist when more students are added and when the off-site parking on surrounding properties, (identified above) is eliminated.

During the months of August and September the City Planner, City Engineer and Traffic Sargent has been meeting and communicating with the Charter School's Architect, staff and members of the School Board. It became clear to all parties that a greatly improved circulation system is needed to meet current and future demands. The Charter School agreed to hire a Traffic Engineer..

Discussion between School Board members, AMG Associates and the City has occurred since the first public hearing with a the emergence of a feasible roadway easement..

RECOMMENDATION

With the addition of the roadway easement to Church Avenue, the staff recommends approval with conditions as presented in the draft ordinance.

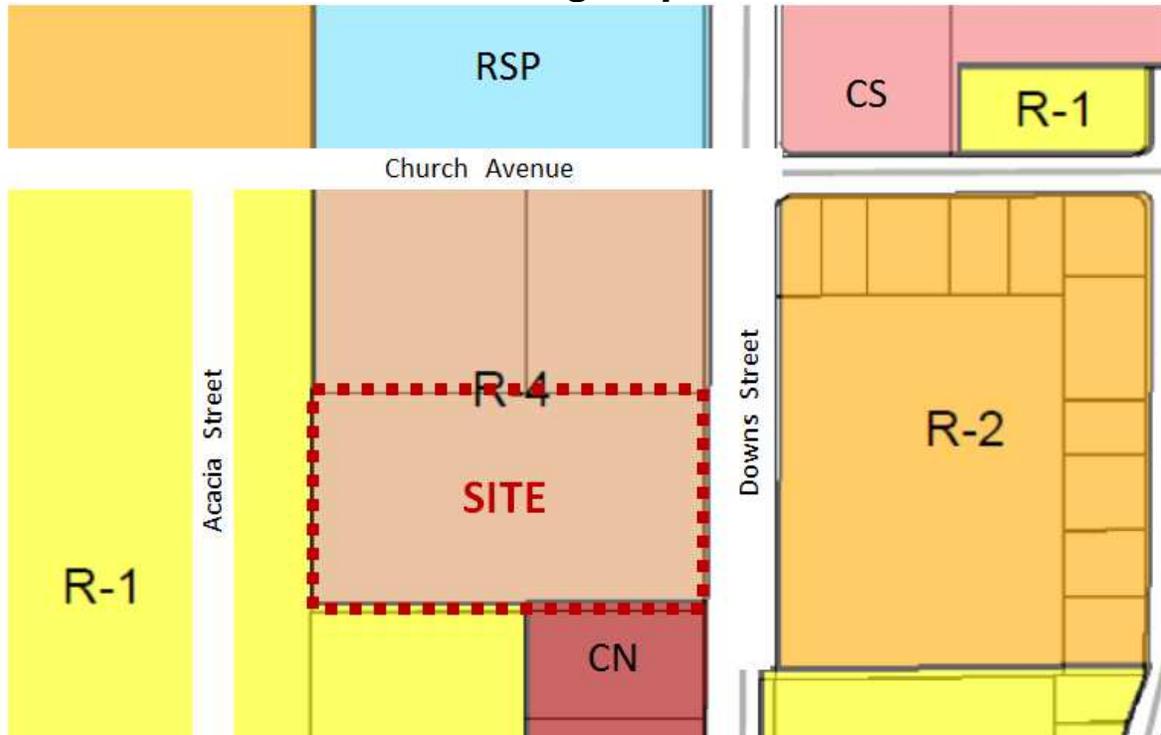
Vicinity Air Photo



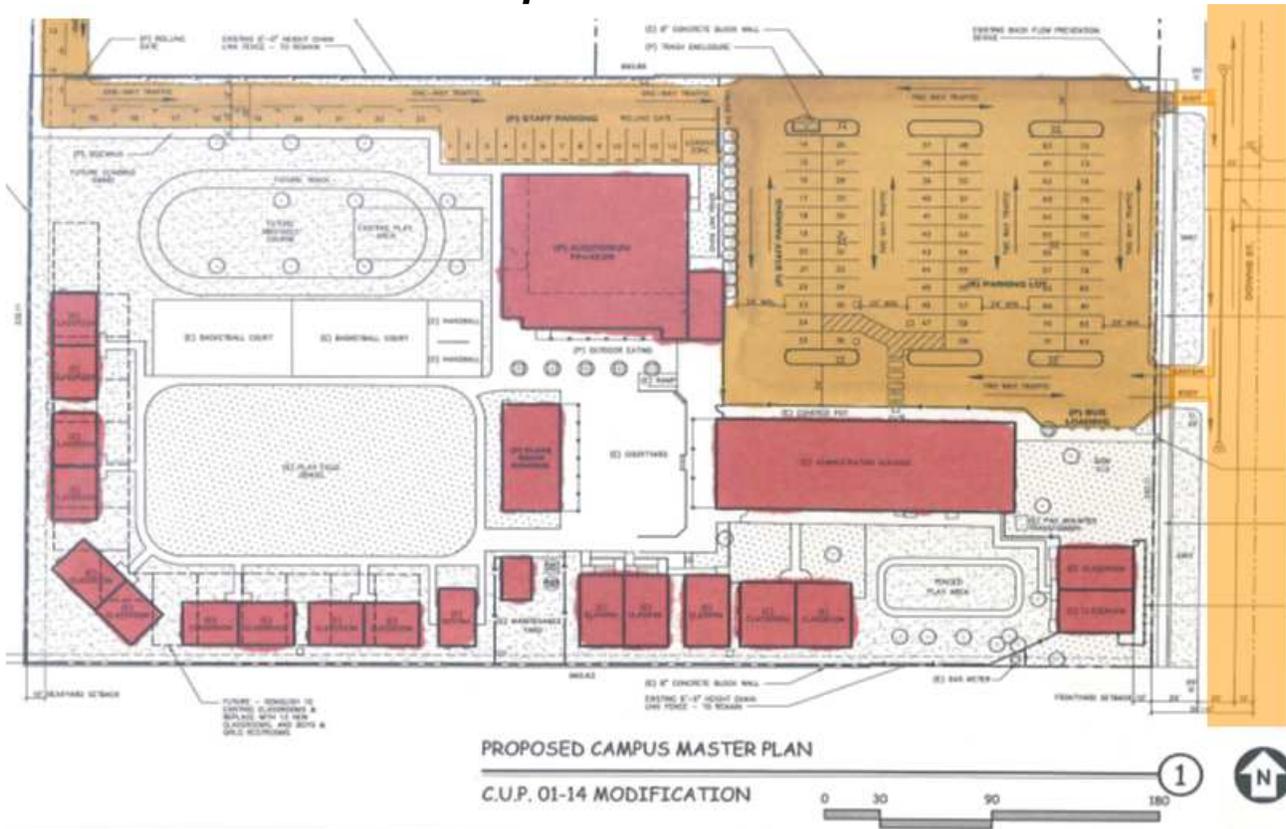
Site Air Photo



Zoning Map



Proposed Site Plan



Photographs Related to Traffic Congestion



K Barriers have been required to prohibit illegal vehicular turning and children crossing heavily traveled Downs St.



Cars queuing up to pick up students at the end of the school day. It is not uncommon to have a line of 30+ cars on Downs wrapping around to Church Ave



Currently, there are only four formal pick up and drop off stalls available. During rush hour, the situation wait is compounded if one parent remains in their space to pick up two or more students.



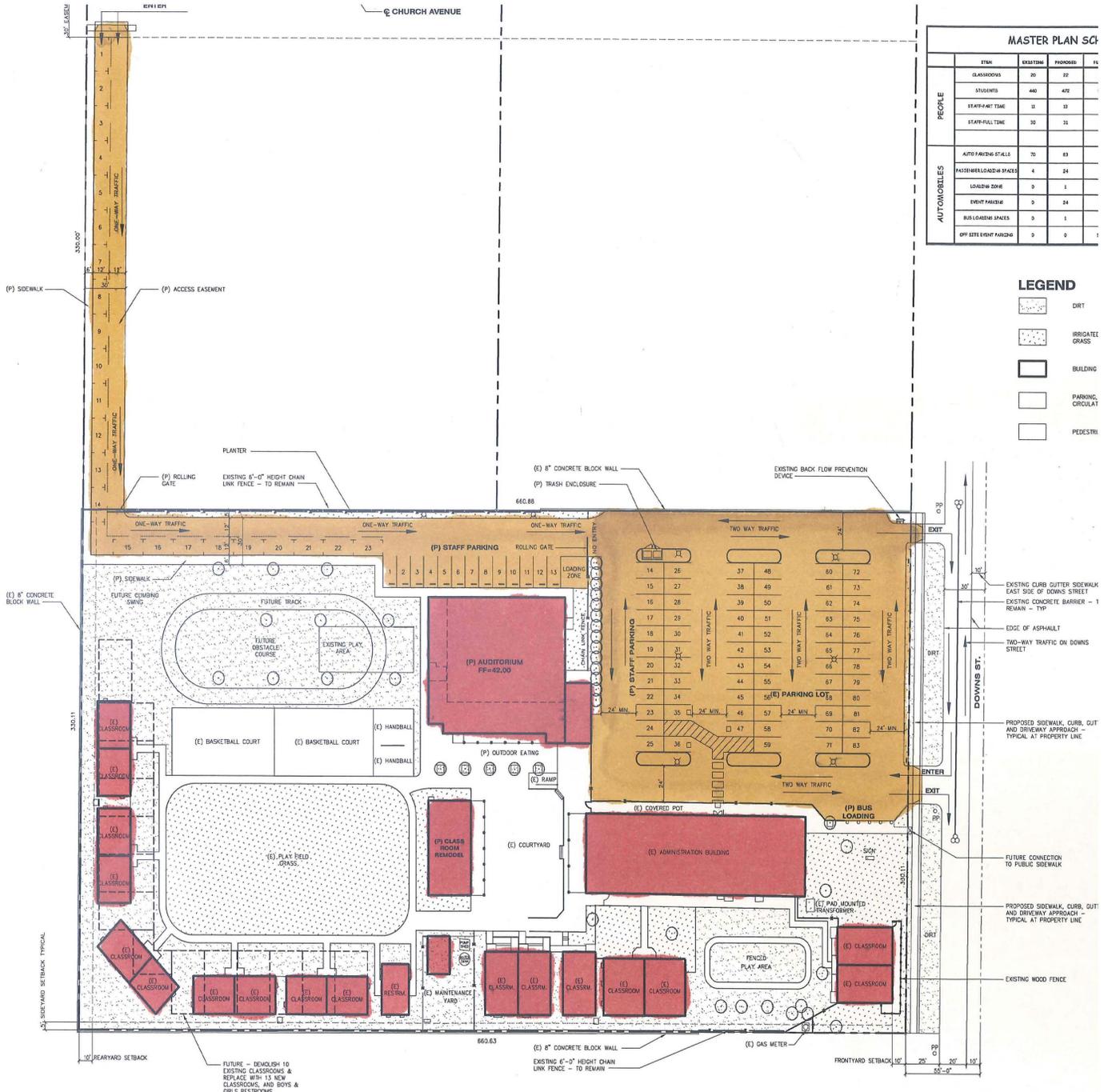
During the afternoon pick up period, more than 30 vehicles were observed parking in areas that will not be available when Downs St. is widened and the vacant land lying to the south of the School is developed.

Drop Off Plan Using Roadway Easement to Church Avenue Proposed Approved CUP 01-14 Modification Site Plan

MASTER PLAN SQ			
	ITEM	EXISTING	PROPOSED
PEOPLE	CLASSROOMS	30	22
	STUDENTS	440	472
	START-AMT TIME	11	13
	START-FULL TIME	10	11
AUTOMOBILES	AUTO PARKING SPACES	70	63
	PASSENGER/LOADED IN SPACES	4	24
	LOADING ZONE	0	1
	EVENT PASSAGE	0	24
	BUS LOADING SPACES	0	1
OFF SITE EVENT PARKING	0	0	1

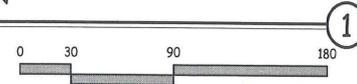
LEGEND

- DIRT
- IRRIGATED GRASS
- BUILDING
- PARKING, CIRCULAT
- PEDESTRI



PROPOSED CAMPUS MASTER PLAN

C.U.P. 01-14 MODIFICATION



Site Photographs

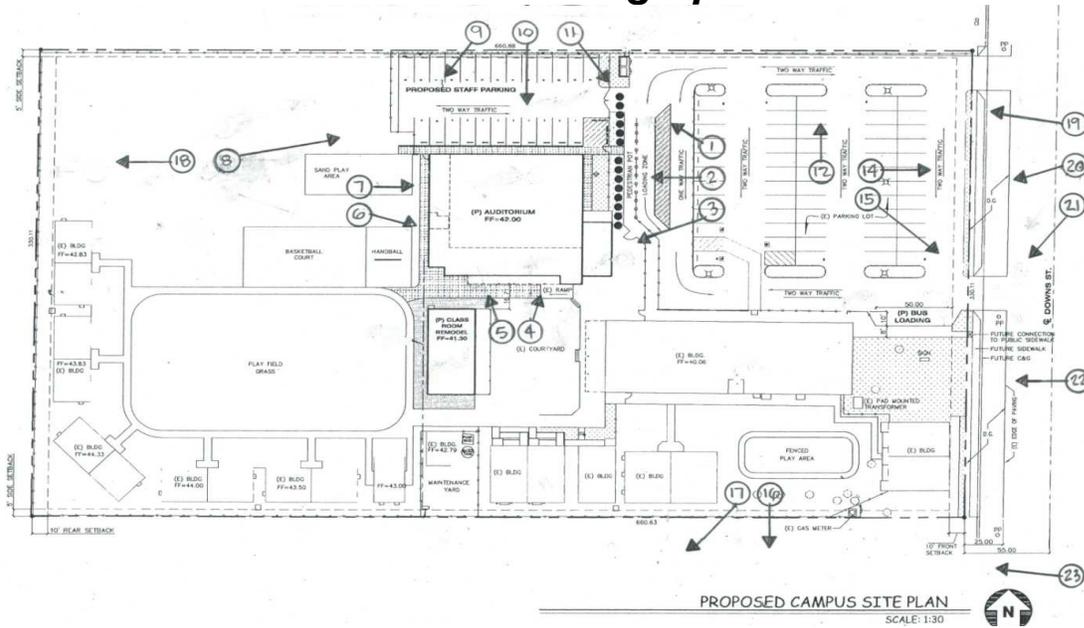


PHOTO #1- View of auto loading from parking lot. Construction site is left of trees.



PHOTO #2- View of auto loading from parking lot. construction site is beyond trees.

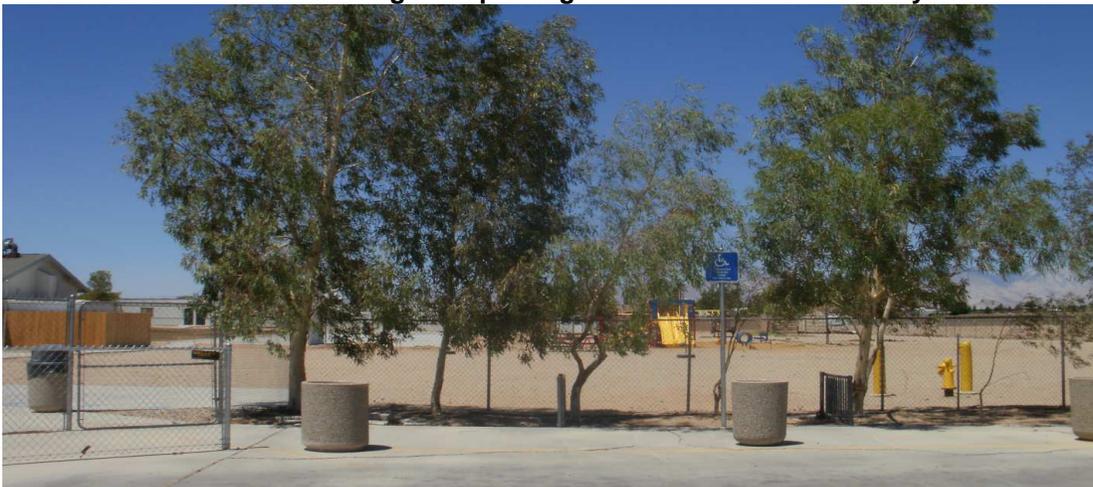


PHOTO #3- View of courtyard from parking lot. Construction is to the north of courtyard



PHOTO #4- View of construction site from courtyard



PHOTO #5- View of construction site from courtyard



PHOTO #6- South east view of construction site from playground.



PHOTO #7- East view of construction site from playground



PHOTO #8- Northeast view of construction site from playground



DRAFT

PLANNING COMMISSION RESOLUTION 14-xx

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIDGECREST APPROVING A CONDITIONAL USE PERMIT CUP 01-14 MODIFICATION, A REQUEST TO ADD A 9,861 SF AUDITORIUM TO THE CAMPUS. OTHER PROPOSED IMPROVEMENTS INCLUDE A STAFF PARKING LOT WITH 24 STALLS AND A LOADING ZONE, A TRASH ENCLOSURE, IRRIGATED PLANTERS, A BUS LOADING ZONE, REMODELING THE EXISTING CAFETERIA BUILDING FOR 2 CLASSROOMS AND RELOCATING THE CAFETERIA TO THE AUDITORIUM INCLUDING CONSIDERATION OF A ROADWAY EASEMENT WITH NUMEROUS PICK UP/DROP OFF PARKING SPACES. THE PROJECT IS LOCATED ON A 5.4 ACRE SITE WITHIN A R-4 MULTI-FAMILY ZONE DISTRICT. APPLICANT: RIDGECREST CHARTER SCHOOL

THE PLANNING COMMISSION OF THE CITY OF RIDGECREST RESOLVES as follows:

SECTION 1. FINDINGS

On September 23, 2014, the Planning Commission held a public hearing, continued the public hearing until October 28, 2014 and duly and regularly considered a request for a modification to Conditional Use Permit 01-14 granted to the Ridgecrest Charter School. APN: 508-020-14 located at 325 S. Downs St.

The Planning Commission considered the evidence and approved this application as set forth herein:

- (a) The proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to or inharmonious with properties or improvements in the vicinity.
- (b) There are circumstances or conditions applicable to the land, and use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right.
- (c) The proposed location of the conditional use is in accordance with the objectives of the zoning chapter and the purposes of the district in which the site is located.

SECTION 2. DESCRIPTION

The proposed request for a CUP modification includes a Master School Plan for the addition of a 9,861 sf auditorium to their campus. Other proposed improvements include a staff parking lot with 24 stalls and a loading zone, a trash enclosure, irrigated planters, a bus loading zone, remodeling the existing cafeteria building for 2 classrooms and relocating the cafeteria to the auditorium including a proposed roadway easement with numerous pick up/drop off parking spaces.

SECTION 3. CONDITIONAL APPROVAL

The proposed modification of Conditional Use Permit CUP 01-14 Modification is hereby approved subject to the following conditions:

NOTE: These conditions must be met within 18 months (March 23, 2016), or as stipulated in the condition, unless a written request for an extension of time is received before the expiration date.

PUBLIC WORKS – ENGINEERING

- A. The following public improvements shall be designed and constructed, in accordance with City of Ridgecrest, Engineering Design Standards and Details, (CoREDS&D), approved by the City Engineer, including the following:
 1. Street Improvements per RMC, 14-2.32 & 20-3.20 & CoREDS&D.
 - a. Prior to building permit issuance, dedicate additional Right of Way for Southern California Edison distribution pole relocations or undergrounding of power lines.
 - b. Prior to building permit issuance, prepare a traffic study for parking, traffic handling and student drop off and pick up for City Engineer's review and approval.
 - c. Construct 8" curb, gutter and 5.5' wide type III commercial sidewalk per Downs Street Improvement plans prepared by Willdan Engineering and per CoREDS&D, Detail Drawings No. 3 & 4.
 - d. Construct commercial driveway approaches with current ADA standards per Downs Street Improvement plans prepared by Willdan Engineering and per modified CoREDS&D, Detail Drawing Plate R8, Section A-A.
 - e. Construct decorative street lights along Downs Street frontage.
 - f. Construct street structural section by Full Depth Rehabilitation method and match up paving section per Downs St. Improvement Plans prepared by Willdan Engineering.
 - i. Base paving will be required as the match up pavement.
 - ii. The cost of the final lift of asphalt may be bonded or cash in lieu of construction.
 - g. The cost of the power pole relocation may be bonded or cash in lieu of the relocation of the pole.
 - h. Construct temporary barriers or crash barrels around the existing power pole.
 - i. All work in and or access to and from Downs Street shall require approval and or encroachment permit from the City Engineering Dept.
 2. Sewer Improvements per RMC, Chapter 12 & CoREDS&D
 - a. For the auditorium; design and construct a 6" commercial sanitary sewer lateral with property line clean out per modified CoREDS&D, Detail Drawing No. 13.
 - i. Laterals shall be constructed at right angles to the sewer main and right of way line.

- b. For the auditorium; design and construct a manhole for connection of the 6" lateral to the existing sewer line in Downs Street (CoREDS&D, Section 5.B)
 - c. Prior to building permit issuance by the County, the plumbing plans for the structure(s) shall be reviewed by the City Engineer to determine if sample boxes or wastewater pretreatment may be required.
 - i. Any floor drains, mop sinks, utility room drains, require separate wastewater plumbing to a minimum of a sample box before entering the public sewer system.
 - ii. The new auditorium shall be plumbed separately for grey water and sanitary waste water if determined by the review of the plumbing plans.
 - 3. Drainage Improvements, per RMC, Chapter 21 & City of Ridgecrest Master Drainage Plan & Drainage Design Manual,
 - a. The project is within flood zone X of the Flood Insurance Rate Maps, area of minimal potential for flooding.
 - b. For all auditorium site improvements; all storm water runoff up to the ten year event shall be detained onsite.
 - i. Prior to issuance of the building permit, a drainage plan with supporting calculations shall be submitted for the City Engineer's approval.
 - ii. The drainage plan and calculations along with improvements shall be prepared and constructed in accordance with City of Ridgecrest, "Master Drainage Plan", dated May 1989 and the "Drainage Design Manual", dated July 1989.
 - iii. The onsite drainage detention is required to be designed and constructed to meet the 10 year reoccurrence interval for a 24 hour storm duration with a precipitation depth of 1.85 inches.
 - 4. Grading Improvements
 - a. Prior to issuance of a building permit, a topographic grading plan shall be submitted for approval by the City Engineer and Planning Department. The grading requirements shall conform to Ridgecrest Municipal Code Chapter 16 and the grading plan prepared in compliance to CoREDS&D, Section 2.02 C. 4.
 - i. The topographic grading plan and drainage plan shall also show adjacent grading, drainage and features as required in the City of Ridgecrest, Engineering Design Standards, Section 2.02 C. 4.
 - ii. The topographic grading plan shall also show property boundary record data with dimensioning, survey property corners, easements, utilities, etc.
 - 5. Survey
 - a. The site will require a boundary survey. Survey monument property corners shall be set, made visible and protected in place during construction. Monuments shall be set to surface and made visible prior to occupancy permit. Work must be performed by a Licensed Land Surveyor.
- B. Miscellaneous Requirements & Conditions
- 1. Seismic Hazard Zone
 - a. The project is approximately 6,356 feet westerly of the Little Lake Fault.
 - i. The developer shall have his architect/structural engineer design the structure to meet seismic requirements for this zone.
 - 2. Pay all Development Impact Fees.
 - 3. Coordinate with IWVWD and if necessary design and construct water facilities per IWVWD requirements.
 - 4. Coordinate with Kern Co. Fire Dept. and if necessary, design and construct fire protection hydrants and or facilities per Kern Co. Fire Department requirements.

5. Design and construct miscellaneous support utility improvements necessary for development of the project.
6. The permanent gas and electric utility meters will not be authorized for installation and shall not be installed until after final inspection and the Certificate of Occupancy has been issued.
7. A Certificate of Occupancy will not be issued until all Planning Commission conditions of approval have been met.
8. A Certificate of Occupancy will not be issued until project sign off and final structure inspection has occurred from Building Inspection, Planning Dept., Engineering Dept., Fire Dept. and Health Dept.
9. The project plan shall be reviewed and approved by police, fire and emergency services for access and circulation to the structure and parking lot.
10. All work in the public right of way shall be to City of Ridgecrest and industry standards.
11. Applicant shall acquire all necessary permits from the City or any other regulatory agency.
12. Prior to Building Permit issuance sign and record an affidavit to agree to not protest the formation of Street Lighting , Landscaping Maintenance District.
13. A Certificate of Occupancy will not be issued until the Charter School obtains a 30 foot roadway easement and constructs a paved driveway, parallel parking stalls, curb, gutter and sidewalk in accordance with the pick-up and drop-off design identified upon the approved CUP 01-14 Modification Charter School Site Plan. The roadway easement shall run from the northwest corner of the Charter School property to Church Avenue running across vacant property currently owned by AMG Associates. The design of the sidewalk, curb, gutter, parking lane and driveway shall be reviewed and approved by the City of Ridgecrest Public Works Department. Further, the Charter School is responsible for establishing a reciprocal maintenance agreement for the roadway easement.

COMMUNITY DEVELOPMENT

- C. This CUP 01-14 Modified formally approves the Ridgecrest Charter School Site Plan dated September 8, 2014 which is on file with the Ridgecrest Planning Department.
- D. The applicant shall comply with all applicable federal, state, county, and local regulations.
- E. Any signs provided on the site shall be installed in accordance with applicable sections of Chapter 20.
- F. Student drop off and pick up shall be in accordance with an approved Circulation and Parking Plan.
- G. In coordination with the Downs Street Widening project, a Landscape Plan shall be submitted to the City Planner for review and comment. Wrought Iron fencing is recommended in lieu of chain link fencing where practical. Landscaping shall be maintained in an acceptable manner. Planters shall not drain into parking areas so as to accumulate mud and other unsightly residue.

- H. A restriping plan shall be submitted to the City Planner, Police Sargent and City Engineer prior to the implementation of parking lot circulation and parking modification
- I. The existing Trash enclosure shall be utilized for the preschool.
- J. Applicant shall acquire all necessary permits from the City.
- K. Prior to the issuance of an occupancy permit for the Auditorium, the Charter School Principal must file a letter of intent with the City and AMG Associates indicating interest in a reciprocal roadway easement to provide emergency access for the multi-family residential property owned by AMG Associates over Charter School property and a roadway access easement to link the Charter School property with Church Ave over AMF Associates property.

KERN COUNTY FIRE DEPARTMENT

- L. A clearance from Kern County Fire Department will be required prior to school occupancy.
- M. Building Plans are subject to the review and approval of the Kern County Building Department.

APPROVED AND ADOPTED this 28th day of October 2014 by the following vote:

AYES:
 NOTES:
 ABSENT:
 ABSTAIN:

 Chris LeCornu, Chair

ATTEST:

 Ricca Charlon, Secretary

**APPENDIX A
CHARTER SCHOOL TRAFFIC IMPACT STUDY**

TRAFFIC IMPACT STUDY

RIDGECREST CHARTER SCHOOL
325 SOUTH DOWNS STREET

CITY OF RIDGECREST, CALIFORNIA
September 19, 2014

PREPARED FOR:

DON BAKER
RIDGECREST CHARTER SCHOOL
325 SOUTH DOWNS STREET
RIDGECREST, CA 93555

PREPARED BY:

CRENSHAW TRAFFIC ENGINEERING

WALLACE W. CRENSHAW, PRINCIPAL

TRAFFIC IMPACT STUDY
RIDGECREST CHARTER SCHOOL
325 SOUTH DOWNS STREET

CITY OF RIDGECREST, CALIFORNIA

I. INTRODUCTION

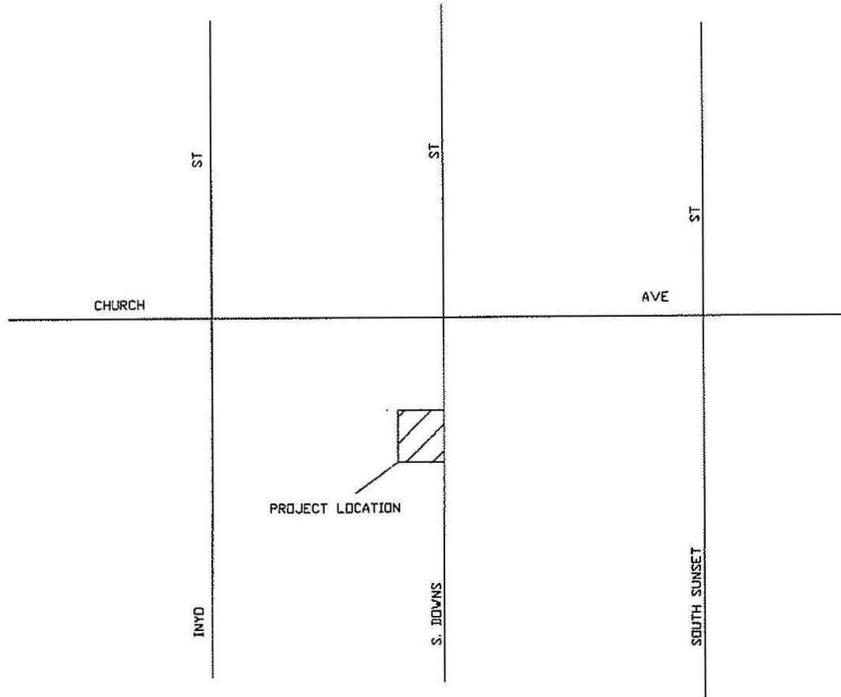
This traffic study has been prepared to determine the traffic impact on the local roadway system from traffic generated by the proposed additions to school facility located at 325 South Downs Street, south of Church Avenue and north of Upjohn Street in the City of Ridgecrest, California. The traffic (trips) estimated to be generated by this project has been added to the existing on-street traffic volumes and its impact has been analyzed on the existing and proposed street network and key intersections in the general vicinity of the site. The following material sets forth existing traffic counts, estimated trip generation, distribution of project related traffic and capacity analysis at the key intersections before and after the proposed additions to the land use development is constructed.

II. EXISTING CONDITIONS

This site is presently used as a Charter School for grades K thru 8th. This usage will not change but a Gymnasium and additional class rooms will be added to site. Also, circulations of vehicles on the school site for pick-up and drop-off of student is proposed to be modified.

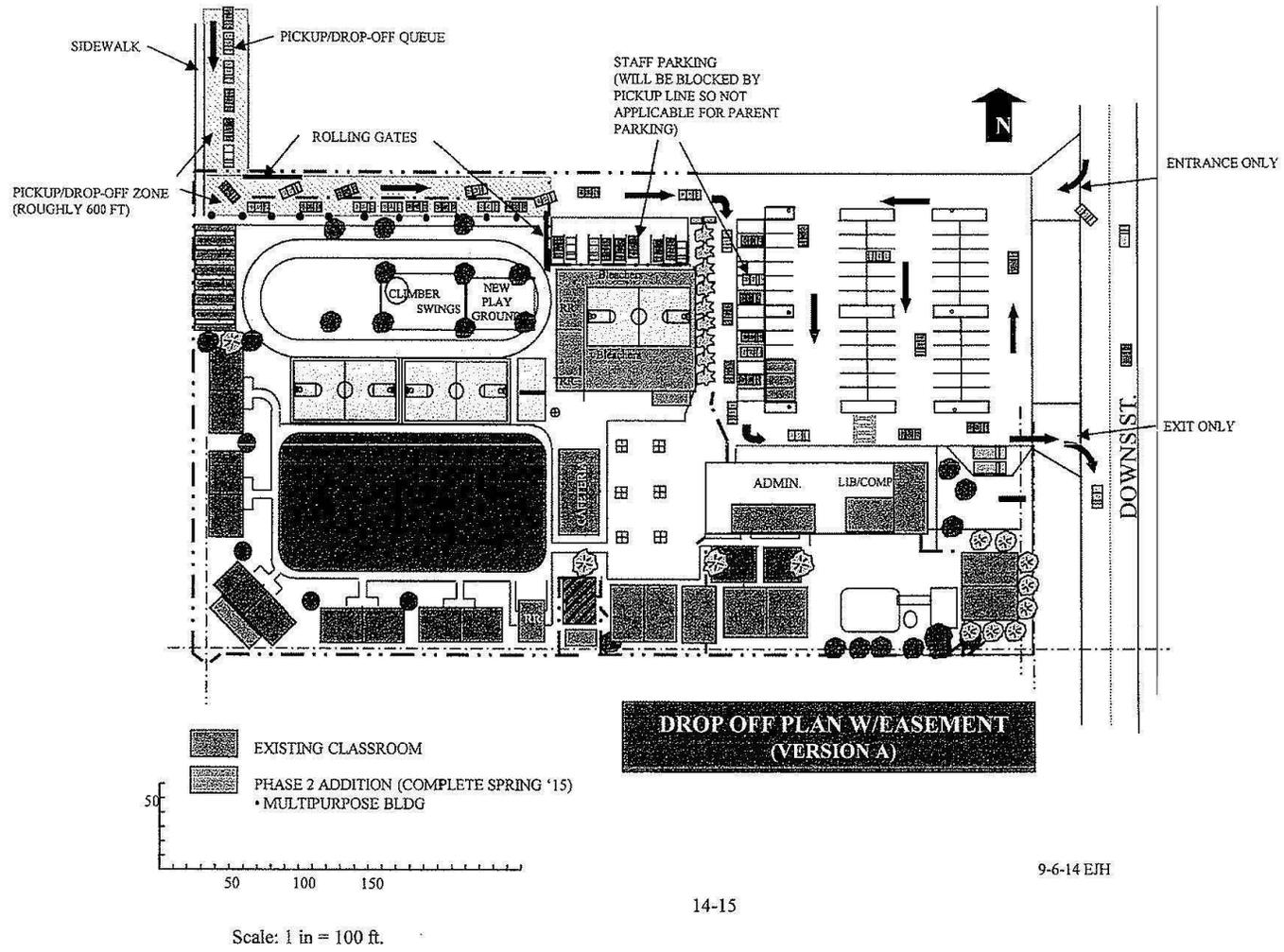
Traffic and Circulation

Access to and from the school is presently by two driveways off of South Downs Street into the school facility. At present, the morning drop-off and afternoon pick-up is causing an impact on through traffic on S. Downs Street by impeding the through flow of traffic. The afternoon drop-off is causing a longer than reasonable queue to form on S. Downs. Mitigation of this item will be discussed in this report.



CRENSHAW TRAFFIC ENGINEERING
TRAFFIC AND TRANSPORTATION CONSULTING
6025 CRESTMORE STREET, BAKERSFIELD, CA 93308
661-339-3027
JN 14-004

LOCATION MAP
EXHIBIT 1



Streets and Highways

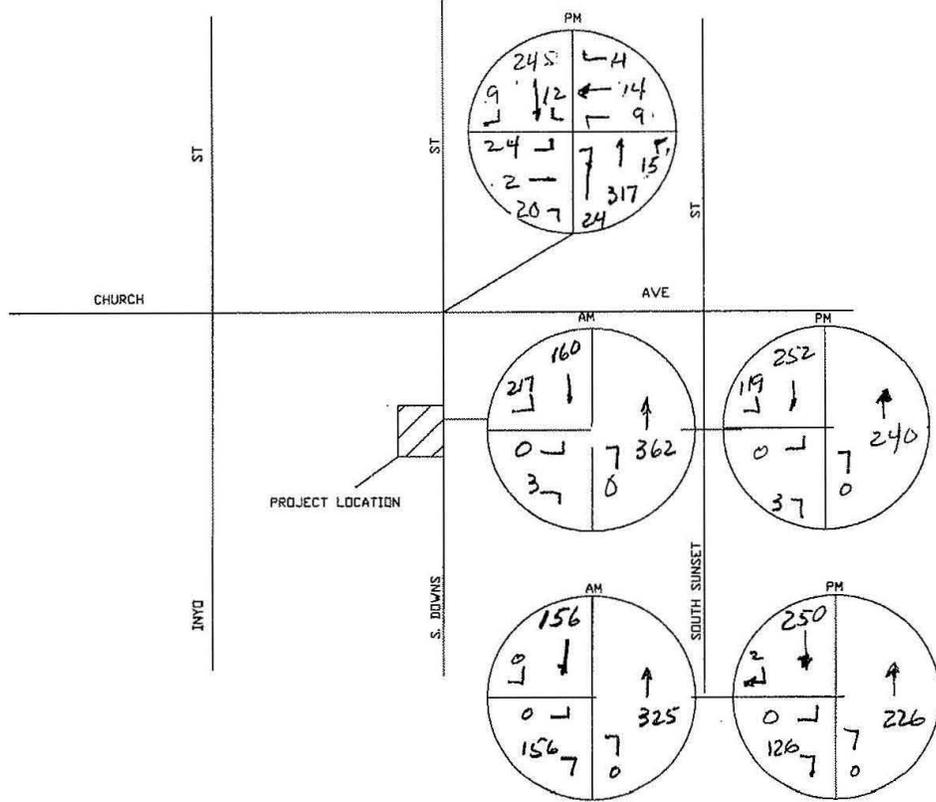
The following is a summary description of the streets and highways which will serve the proposed project, and which could be affected by project traffic.

South Downs Street is a wide two lane north-South arterial in the area of the School project. South Downs Street is proposed to be constructed to four lanes with concrete median in the near future.

Church Avenue is a wide east-west street local Street. Church Avenue has a moderate volume of traffic. Church Avenue is controlled with a stop sign at the intersection with South Downs Street.

RECENT AREA TRAFFIC COUNTS

Traffic volumes on South Downs Street and other major arterial thoroughfares in the area show typical peak periods associated with major streets in the Ridgecrest area. The volumes show a peak during the morning commuter period, another peak during the noon hour, and a third peak during the evening commuter period. Weekday P.M. manual counts were conducted in September 2014 during the PM (i.e. 4-6 pm) peak period at the study intersection of South Downs and Church Street. Am and PM counts were also taken at driveway of School and South Downs Street during the heavy traffic volumes of the School to determine the peak hour turning movement volumes during the planned heavy generation period of the School. These volumes are shown on Exhibit 3 and were used in the intersection operation analysis.



CRENSHAW TRAFFIC ENGINEERING
 TRAFFIC AND TRANSPORTATION CONSULTING
 6025 CRESTMORE STREET, BAKERSFIELD, CA 93308
 661-339-3027
 JN 14-004

AM AND PM PEAK HOUR DISTRIBUTION
 PM PEAK HOUR S. DOWNS ST AND CHURCH AVE
 AM AND PM HOUR ON DRIVEWAYS
 EXISTING VOLUMES

EXHIBIT 1

III. TRAFFIC GENERATION AND DISTRIBUTION

The project is comprised of Charter School Facility with 20 class rooms. It is proposed to add a Gymnasium and two class rooms by 2016. The expected ultimate build out is for 25 classrooms at some future date. See table 1 and 2 herein.

Table 2 lists the daily and peak hour generation factors and resulting trip ends for the types of land uses in the proposed project. Table 1 shows that at partial build out, year 2016 it is estimated that this project will generate an increase of 28 trip ends in the AM peak hour and 19 trip ends in the PM peak hour.

Ultimate build out will result in adding an additional 108 trip ends in the AM peak hour and 72 trip ends in the PM peak hour.

An ambient growth rate of 1.50 % was used as a projection of future volumes for use in the project area; the growth rate of 1.50% was supplied by the City of Ridgecrest and the County of Kern and includes any future developments.

**TABLE 2
TRIP GENERATION
RIDGECREST CHARTER SCHOOL**

Reference ITE Trip Generation Manual 9th Edition (ITE#534)

Increase of 32 students by 2016

AM Peak Hour Trips: (50% in; 50% out)	Factor Volume	0.90 trips per student 28 Trip ends AM Peak Hr.
	Volume In Out	14 14
PM Peak Hour Trips: (47% in; 53% out)	Factor Volume	0.60 trips per student 19 Trips PM Peak Hr.
	Volume In Out	10 9

Increase of 120 students at ultimate build out

AM Peak Hour Trips (50% in; 50% out) Hr.	Factor Volume	0.90 trips per student 108 Trip ends AM Peak
	In Out	54 54
PM Peak Hour (47% in; 53% out) Hr.	Factor Volume	0.60 trips per student 72 Trip ends PM Peak
	In Out	34 38

Trip ends are one-way traffic m movements entering or leaving.

Growth Rate

In accordance with the City of Ridgecrest requirements, the impact of project generated traffic was evaluated in the year 2014 (existing volumes) 2016 the expected year of project build out for this phase. Year 2035 is not shown here in as the mitigation would be the same as year 2016.

The growth rate of 1.50% would account for any future development in the area.

He future Peak hours were generated with the growth factor for year 2016.

IV. TRAFFIC ANALYSIS AND IMPACT

The traffic impact analysis is based on the following assumptions:

1. The primary access to and from the site will be along easement off of Church Avenue and existing driveways off of WS. Downs Street.
2. The actual weekday AM and PM peak hour traffic conditions are appropriate for the analysis.
3. There are no other known projects in the area. The growth rate as supplied by the City of Ridgecrest and the County of Kern of 1.50% and was used herein.
4. That no additional improvements will be made at the intersections and street segments studied herein by the time this project is developed, except construction of Curb and Gutter along S. Downs Street by the Charter School..
5. Any additional improvements along easement for ingress from Church Avenue and the School will be made by this developer, to the satisfaction of the City of Ridgecrest.
6. Projection of volumes of traffic along streets in the vicinity of this project to year 2016 would be appropriate.

Intersection Analysis

The intersection analysis was based on the existing number of approach lanes, the existing traffic control devices and the PM peak hour turning movement volumes at these key intersections:

Church Avenue and S. Downs St.

Driveways off of S. Downs into School

Note: the Driveway analysis was based on the existing numbers of vehicles making right turns into and out of the School. A visual review of Queues is shown on exhibit 4.

LEVEL OF SERVICE

Intersections

The capacity and level of service (LOS) of the study intersections was determined for typical PM condition (AM & PM for driveways) during existing conditions and conditions in year 2016 with the project, using the 2010 Highway Capacity Manual method for signalized and un-signalized intersections. Table 2 summarizes the tabulation of Levels of Service. (See Appendix for worksheets and explanation of the LOS).

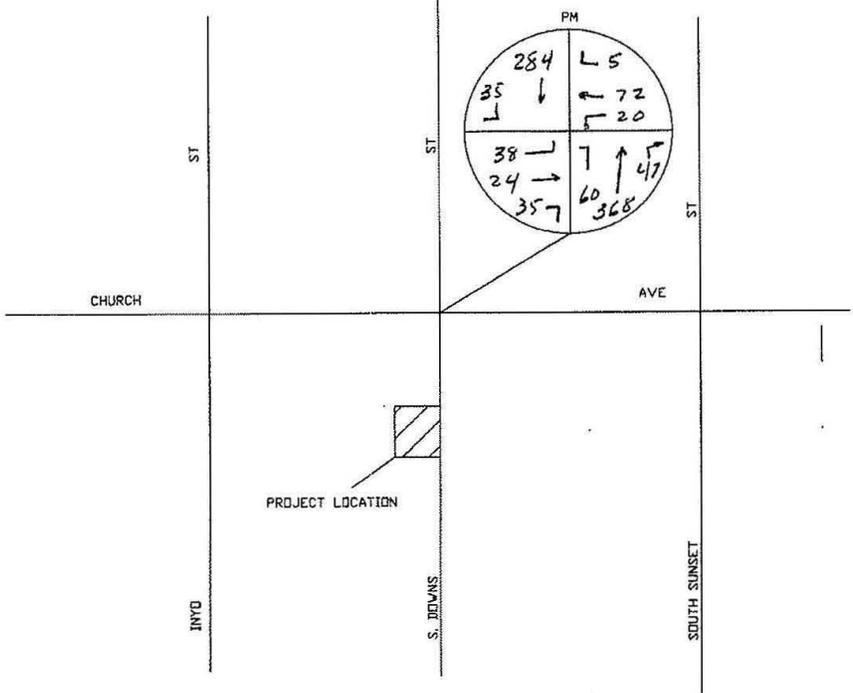
As noted on Table 2, the study intersection is currently operating at LOS C or better during the existing peak hours.

TABLE 2
PM PEAK HOUR LEVELS OF SERVICE (LOS)

	EXIST VOL	2016 W/ PROJ	MITIGATION
INTERSECTION			
2-way Stop			
<u>Church Avenue and S. Downs St.</u>			
			4-Way Stop
E/B	C	D	B
W/B	B	D	B
N/B	A	A	C
S/B	A	A	B
INTERSECTION	B	B	C
 (Driveway Stop)			
			MITIGATION
<u>North Driveway and S. Downs St</u>			
E/B	C	Queue will be non-existent on	
S/B	A	South Downs when entrance	
N/B	A	traffic for drop-off and pick-up is	
INTERSECTION	A	routed to easement off of Church Ave.	

TABLE 2 (Cont'd)
PM PEAK HOUR LEVELS OF SERVICE (LOS)

	EXIST VOL	MITIGATION
(Driveway Stop)		
<u>South Driveway and S. Downs St</u>		
E/B	C	Queue will be non-existent
S/B	B	on South Downs when entrance traffic
N/B	B	for drop-off and pickup is rerouted to
		easement off of Church Ave.
INTERSECTION	B	



NOTE: VOLUMES SHOWN HEREON
 INCLUDE 1.50% INCREASE OF EXISTING
 VOLUMES PLUS PROJECT GENERATED
 VOLUMES WITH EASEMENT.

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 TRAFFIC AND TRANSPORTATION CONSULTING
 6025 CRESTMORE STREET, BAKERSFIELD, CA 93308
 661-339-3027
 JN 14-004

PM PEAK HOUR DISTRIBUTION
 PM PEAK HOUR S. DOWNS ST AND CHURCH AVE
 YEAR 2016 VOLUMES WITH PROJECT

EXHIBIT 2

QUEUE

A Queue is a line of people or things waiting to move forward. The back-up of through traffic on South Downs during the PM pick-up of students at the charter school has formed a Queue and consequently blocked through traffic from its assigned destination. A sizeable queue occurred at 2:55 PM and ended at 3:05 and occurred again at 3:08 and ended again at 3:16 PM. No sizeable queues occurred after this time.

These stoppages of through traffic constitute major impacts on South Downs Street.

The school is proposing to obtain an easement from property adjacent and northerly of their property and install a 30 feet paved entrance street from Church Avenue to the north boundary of their School facility. This street is to be a one way in and have drop-off spaces adjacent to the through travel lane with six feet of safe area along the west side for children to walk into the school grounds without having to cross lines of moving vehicles. There will be a total of 23 loading and drop off spaces . This arrangement will alleviate the Queuing up of through traffic on South Downs Street and give protection to the children as well.

Queue Count

<u>TIME</u>	<u>COUNT</u>
1450-1455	1
1455-1500	10
1500-1505	8
1505-1506	3
1506-1507	3
1507-1508	3
1508-1512	9
1512-1514	11
1514-1515	10
1515-1516	5
1516-1517	1
1517-	0

MITIGATION MEASURES

Year 2016

Ridgecrest Charter School responsibility:

Street Construction

1. Install improvements along South Downs Street adjacent to Charter School property to the satisfaction of the City of Ridgecrest.
2. Install 30 feet of pavement along proposed easement described herein including drop-off space markings and through traffic markings and any signage that may be required.

Off Site improvements by others:

Install all-way stop signs at Church Avenue and South Downs Street.

Paint school crosswalks at Church Avenue and South Downs Street (as recommended in study for Active Transportation Program for Safe Routes to school City of Ridgecrest. (Page 168)

Year 2035

1. Install Mitigation as shown above.

CONCLUSIONS

This development should comply with all requirements of the Congestion Management Plan for the City of Ridgecrest. This may include, but is not limited to: trip reduction, deficiency plan, traffic and public transportation requirements and improvements, and impact fees as applicable.

APPENDIX B

PLANNING COMMISSION RESOLUTION 01-13 APPROVING A CUP FOR THE CHARTER SCHOOL

PLANNING COMMISSION RESOLUTION 01-14

Conditional Use Permit/Site Plan Review 01-14; a request for a conditional use permit and site plan review for a charter elementary and middle school at 325 South Downs Street (APN# 508-020-14), Ridgecrest Charter School, Applicant.

THE PLANNING COMMISSION OF THE CITY OF RIDGECREST RESOLVES as follows:

SECTION 1. FINDINGS

On August 14, 2001, the Planning Commission held a public hearing and duly and regularly considered the application of Conditional Use Permit/Site Plan Review 01-14; a request for a conditional use permit and site plan review for a charter elementary and middle school at 325 South Downs Street (APN# 508-020-14), Ridgecrest Charter School, Applicant.

The Planning Commission considered the evidence and approved this application as set forth herein:

- (a) The proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to or inharmonious with properties or improvements in the vicinity.
- (b) There are circumstances or conditions applicable to the land, and use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right.
- (c) The proposed location of the conditional use is in accordance with the objectives of the zoning chapter and the purposes of the district in which the site is located.

SECTION 2. DESCRIPTION

The proposed use permit which is the subject of these proceedings consists of a request for a charter elementary and middle school at 325 South Downs Street (APN# 508-020-14), Ridgecrest Charter School, Applicant.

SECTION 3. CONDITIONAL APPROVAL

The proposed conditional use permit is hereby approved subject to the following conditions:

NOTE: These conditions must be met within 12 months (August 14, 2002), or as stipulated in the condition, unless a written request for an extension of time is received before the expiration date.

COMMUNITY DEVELOPMENT

"The below conditions have been satisfied" By _____ Date _____

1. The applicant shall comply with all applicable federal, state, county, and local regulations.
2. Any signs provided on the site shall be installed in accordance with applicable sections of Chapter 20.
3. Fencing shall be provided along the south, west, and north perimeters of the project site. Landscaping to screen the fencing shall be provided on the south and west sides.
4. All utilities shall be relocated at the developer's expense.
5. CUP 01-14 shall be reviewed in two years.

ENGINEERING DIVISION

"The below conditions have been satisfied" By _____ Date _____

6. Provide curb, gutter and sidewalk on the Downs Street frontage in accordance with City of Ridgecrest standards.
7. Provide 3" thick asphalt over 6" Class II base from the lip of gutter to the existing edge of pavement on Downs Street. Provide 3:1 flares to the north and south of the site to transition into existing pavement.
8. Conditions (2) and (3) will require the relocation of a power pole at the south edge of the southerly driveway. The expense of doing so will be the responsibility of the developer.
9. A drainage and grading plan shall be provided at the time of application for the building permit.

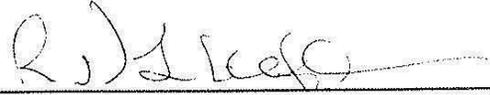
KERN COUNTY FIRE DEPARTMENT

"The below conditions have been satisfied" By _____ Date _____

10. The applicant shall hook up to the Indian Wells Valley Water District and provide on site fire hydrants.
11. The applicant shall provide copies of site plan to the division of the State Architect D.S.A.. Is the authority having jurisdiction over the design and construction of all public schools. Area III, Los Angeles, 107 South Broadway, Room 3029, L.. A., CA, 90012, Fax (213) 897-3159, PH. (213) 897-3995.
12. Improved roadway access to class rooms (for fire equipment) shall be provided to the satisfaction of the KCFD.

APPROVED AND ADOPTED this 14th day of August, 2001 by the following vote:

AYES: 3
NOES: 0
ABSENT: 2
ABSTAIN: 0



Ron Ketcham, Acting Chairperson

ATTEST:



James McRea, Secretary

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT:

A Presentation of TAB Funding Possibilities for the Downs Street Project between West Ridgecrest Blvd. and Upjohn Avenue

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

On December 17, 2014 at a regular meeting of the City Council, Staff made a power point presentation pertaining to the Status of the Downs Street Project between West Ridgecrest Blvd. and Upjohn Avenue. The presentation included the Project Background, Project Update, Project Issues, Project Concerns, Project Constraints, Funding Alternatives, and Construction Options. After discussion and public comment, the Council decided to explore the use of TAB Funds for constructing the subject project. Direction was given for staff to return to Council with a status of available TAB Funds.

As directed, staff will present the status of available TAB Funds including:

- Project Review – Funding Alternative
- Project Review - Construction Option
- Available 'Street' TAB Funds
- Limitations
- Available 'Total' TAB Funds
- Caveats
- Scenarios
- Possibilities

This is an informational item only.

FISCAL IMPACT:

Undetermined

Reviewed by Finance Director

ACTION REQUESTED:

Discussion of Project Funding

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

SUBJECT: Second Reading and adoption by title only, Ordinance 15-01, an ordinance of the City Council of the City of Ridgecrest granting a non-exclusive Taxi Franchise to the owner Sandra Gamble.

PRESENTED BY:

Dennis Speer, City Manager

SUMMARY:

The City of Ridgecrest has received a Taxi Franchise Application from Sandra Gamble to operate a 24 hour taxi service dba IWV Taxi in Ridgecrest and the surrounding areas. Ms. Gamble is new to the taxi service but has read all the appropriate sections of the City of Ridgecrest Municipal Code, including rules and regulations pertaining to general franchises and taxi franchises. Her son, Frank Gamble, who has worked in partnership with another taxi company, has two years of experience in the operations of a taxi service.

Ms. Gamble has a driver, who has worked for another company, to help with the training and scheduling of the drivers for the company.

\$2.75 – pick up charge

\$2.50 – per mile plus wait time.

\$30.00 – per hour for waiting

Previous taxi franchises have been required to have a \$1000.00 deposit prior to starting operations and this requirement has been met by Ms. Gamble. The \$1000.00 deposit will be credited towards her first year 3% franchise fee tax.

This ordinance was introduced and reading waived in full at the regular meeting of Council on December 17, 2014. A summary of the ordinance was published in the Daily Independent and the ordinance is presented now for second reading and adoption.

This Ordinance requires the following two motions

1. Motion To Waive Reading In Full And To Adopt By Title Only, Ordinance No. 15-01, An Ordinance Of The City Council Of The City Of Ridgecrest Granting A Non-Exclusive Taxi Franchise To The Owner Sandra Gamble

Requires A Second

2. Motion To Adopt, By Title Only, Ordinance No. 15-01, An Ordinance Of The City Council Of The City Of Ridgecrest Granting A Non-Exclusive Taxi Franchise To The Owner Sandra Gamble

Requires A Second

FISCAL IMPACT:

Franchise fee revenue from the company in the amount of 3% of their gross annual receipts.

Reviewed by Finance Director

ACTION REQUESTED:

Motion to introduce the first reading and approve the ordinance to grant the non-exclusive Taxi Franchise to the owner Sandra Gamble.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Rachel Ford
(Rev. 02/13/12)

Action Date: January 21, 2015

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ORDINANCE NO. 15-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIDGECREST GRANTING A NON-EXCLUSIVE TAXI FRANCHISE TO SANDRA GAMBLE

WHEREAS, the Ridgecrest Municipal Code Section 3-5.403 provides that a non-exclusive taxi franchise to serve customers within all or any portion of the City may be granted by the City Council by ordinance; and

WHEREAS, Ms. Gamble, made written application to the City and agreed to be bound by the terms and conditions of the franchise, and

WHEREAS, Sandra Gamble, dba IWV Taxi Service (“COMPANY”) wishes to operate a taxi service in Ridgecrest; and

WHEREAS, the COMPANY agrees to abide with all provisions of the Ridgecrest Municipal Code and all other relevant State and local laws; and

WHEREAS, the City Council has determined that there is a need for a taxi service in the City of Ridgecrest.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Ridgecrest, California, that:

1. Sandra Gamble, dba IWV Taxi Service is granted a non-exclusive taxi franchise pursuant to the Ridgecrest Municipal Code.
2. A \$1,000 Deposit shall be required prior to the beginning of any such taxi operations and the deposit shall be credited against the 2015 Franchise Fee.
3. The City Clerk shall cause a summary of this ordinance to be published.

APPROVED AND ADOPTED this 21st day of January 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Peggy Breeden, Mayor

ATTEST

Rachel J. Ford, City Clerk

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CITY OF RIDGECREST

100 W. California Ave • Ridgecrest • CA • 93555

760 • 499 • 5083 Fax 760 • 499 • 1580

www.ci.ridgecrest.ca.us

TAXI FRANCHISE APPLICATION

Date: 12 November 2014

Business Name: IWV Taxi Service

Owner Name: Sandra Gamble

Phone: 760-375-7097

Address: 914 W. Perch Ave.

City: Ridgecrest

State: CA

Zip: 93555

Please provide the following information (you may use additional paper if needed):

Experience: I personally am new to the taxi business. I have read all appropriate City of Ridgecrest ordinances, rules and regulations pertaining to general franchises and taxi franchises. My son, Frank Gamble, will be overseeing the daily operations of the business. He has worked in partnership with Rubio's Taxi Service for the past two years, assisting in the operations of that business. All drivers have agreed to continue working with the new company. Driver Daniel Scott, who has been doing training and scheduling of drivers for Rubio's, has agreed to continue to assist in those areas.

I have contracted with a CPA to assist in all tax matters for the business including the 3% for the City of Ridgecrest and a business lawyer to assist with any legal questions and issues.

Proposed Service Area: Ridgecrest and Inyokern city limits. We would only pick up in those areas.

Plan for Providing Service: 24 hours 7 days a week – with several different drivers. We will attempt to have 2 taxis out at all times.

Evidence that the Franchisee is capable of implementing the plan for service: I have purchased two of Rubio's three cabs, and have a contract to purchase the last cab from him if the City approves our application. I have also setup the necessary accounts with the Credit Union and the credit card service provider.

Proposed Fees: Fees will remain unchanged - \$2.75 pickup charge, there after \$2.50 per mile plus wait time.

For your proposal to be placed on the City council Agenda, this form must be completed and returned to our office no later than 4 weeks prior to a City Council Meeting. The City Council meets on the 1st and 3rd Wednesdays of each month.

"Any grantee of a taxi franchise shall pay to the City a franchise fee of three (3) percent of the gross annual receipts of the grantee. (Ord. No. 89-19 § 3)"

Attached you will find a copy of the section of the City of Ridgecrest Municipal code that pertains to General Franchise and Taxi Franchise rules and Regulations.

By Signing below Applicant is agreeing to comply with the terms of Article 5 (3-5.4) of the Ridgecrest Municipal Code.

Sandra Lambie Date 12 Nov 2014



CITY OF RIDGECREST

Telephone 760 499-5083
100 West California Avenue, Ridgecrest, California 93555-4054

October 20, 2014

To Whom it may concern,

Attached you will find a copy of the section of the City of Ridgecrest Municipal Code that pertains to General Franchise and Taxi Franchise Rules and Regulations.

By signing below the Applicant is agreeing to comply with the terms of Article 5 (3-5.4) of the Ridgecrest Municipal Code.

Frank Daniel

Date: 10-20-14

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/FINANCING
AUTHORITY/BUSINESS LICENSE AGENDA ITEM**

SUBJECT:

Introduction And First Reading, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Municipal Code Section 6-24 With Respect To License Tax Rates And Classifications.

PRESENTED BY:

Rachelle McQuiston, Finance Director

SUMMARY:

The intent of the following ordinance is to amend section 6-24 of the Ridgecrest Municipal code as it relates to the business license requirements of Residential and Mobile home Space Rentals. The current ordinance has a discrepancy between whether or not a business license is required to rent one to three units. This amended ordinance will require that a business license be obtained only if four or more units are rented.

These changes have been reviewed and approved to form by the City Attorney

Recommended Motions:

Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Amending §§ 6-24 Of The Ridgecrest Municipal Code With Respect To License Tax Rates And Classifications.

Requires A Second

Motion To Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Amending §§ 6-24 Of The Ridgecrest Municipal Code With Respect To License Tax Rates And Classifications.

Requires A Second

FISCAL IMPACT:

License tax revenue lost from Residential and Mobile home Space Rental businesses with one to three units.

ACTION REQUESTED:

Approve recommended motions

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve recommended motions

Submitted by:

Kelly Morrison

Action Date: January 21, 2015

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ORDINANCE NO. 15-XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIDGECREST AMENDING THE
RIDGECREST MUNICIPAL CODE CHAPTER 6, ARTICLE 24 WITH REGARD TO LICENSE TAX RATES
AND CLASSIFICATIONS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIDGECREST as follows:

1. Purpose

This ordinance amends the Ridgecrest Municipal Code with respect to Article 24 – License Tax Rates and Classifications as it relates to **Residential and Mobile home Space Rentals**. The current ordinance has a discrepancy between whether or not a business license is required to rent one to three units. This amended ordinance will require that a business license be obtained only if four or more units are rented.

2. Amendment

The following Chapter 9, Article 8 is hereby amended to read as follows:

Article 24. - License Tax Rates and Classifications.

6-24. – License Tax Rates and Classifications.

6-24.1. – Fees Designated; Increase or Decrease by Cost of Living Index.

6-24.2. – Rates.

6-24.3. – Classifications.

9-24. – License Tax Rates and Classifications.

6-24.1. – Fees Designated; Increase or Decrease by Cost of Living Index.

Every person who engages in business in the City shall pay a license tax based on the license tax rate specified in the Classification into which his business is placed by this chapter or by the Director of Finance in interpreting this chapter:

Beginning with the calendar year 1980, and each year thereafter, the license tax fees as hereinafter set forth for Classifications "A" through "T" shall be raised or lowered by the percentage of the cost of living index as determined by the Federal Government. The increase or decrease shall be to the nearest dollar according to the U.S. Department of Labor's adjusted, compound annual rate of the Consumer Price Index for all Urban consumers (CPI-U) for all items to be determined in October of each year.

6-24.2. – Rates.

- (a) Classification "A"—Retail Sales and Services—Base Permit Fee: Sixty dollars (\$60.00) per year for the first five (5) employees plus six dollars (\$6.00) per year for each employee over five (5).
- (b) Classification "B"—Professionals—Base Permit Fee: Sixty dollars (\$60.00) per year for each professional practicing as an individual, partner, member of an association, or employee plus six dollars (\$6.00) per year for each non-professional employee.
- (c) Classification "C"—Manufacturing, Hospitals, Utilities—Base Permit Fee: Eighty-four dollars (\$84.00) per year for the first five (5) employees plus six dollars (\$6.00) per year for each employee over six (6).
- (d) Classification "D"—Vending, etc.—Base Permit Fee: Sixty dollars (\$60.00) per year for the first employee plus sixty-six dollars (\$66.00) per year for each additional employee.
- (e) Classification "E"—Wholesale and Route—Base Permit Fee: Sixty dollars (\$60.00) per year for the first vehicle plus sixteen dollars (\$16.00) per year for each additional vehicle.
- (f) Classification "F"—Catering from Vehicle—Base Permit Fee: Sixty dollars (\$60.00) per year for the first vehicle and sixty-six dollars (\$66.00) per year for each additional vehicle.
- (g) Classification "G"—Itinerant/Theaters, Junk Dealers—Base Permit Fee: One hundred sixty dollars (\$160.00) per year.
- (h) Classification "H"—Residential Rentals—Base Permit Fee: Sixty six dollars (\$66.00) per year minimum for four (4) units; six dollars (\$6.00) per year for every unit over four (4).
- (i) Classification "I"—Mobile home Space Rentals—Base Permit Fee: Sixty six dollars (\$66.00) per year minimum for four (4) spaces; six dollars (\$6.00) per year for every unit over four (4).
- (j) Classification "J"—Commercial Rentals—Base Permit Fee: Sixty dollars (\$60.00) per year for the first commercial parcel or structure plus sixteen dollars (\$16.00) per year for each additional parcel or structure.
- (k) Classification "K"—Pool Tables/Bowling Alleys—Base Permit Fee: Eighty dollars (\$80.00) per year for the first table or alley plus six dollars (\$6.00) per year for each additional table or alley.
- (l) Classification "L"—Card Rooms—Base Permit Fee: Three hundred ninety dollars (\$390.00) semi-annually for the first table plus forty dollars (\$40.00) semi-annually for each additional table.
- (m) Classification "M"—Billboards—Base Permit Fee: Sixty dollars (\$60.00) per year for one (1) sign; sixty dollars (\$60.00) per year for each sign over one (1).
- (n) Classification "N"—Carnivals/Circuses (Non-charitable Sponsor)—Base Permit Fee: Three hundred ninety dollars (\$390.00) per day plus sixteen dollars (\$16.00) per day for each concession as defined in Section 6-1.
- (o) Classification "O"—Carnival/Fortune Tellers, etc.—Base Permit Fee: One hundred dollars (\$100.00) per day.
- (p) Classification "P"—Shoe Shining—Base Permit Fee: Fifteen dollars (\$15.00) per year for the first chair and six dollars (\$6.00) per year for each additional chair.
- (q) Classification "Q"—Non-licensed Contractor—Base Permit Fee: Sixty-six dollars (\$66.00) per year for the first employee plus six dollars (\$6.00) per year for each additional employee.

- (r) Classification "R"—Licensed Contractor—Base Permit Fee: Sixty-six dollars (\$66.00) per year for each licensed contractor contracting as an individual, partner, or member of an association, plus six dollars (\$6.00) per year for each non-licensed employee.
- (s) Classification "S"—Part-time/Intermittent—Base Permit Fee: Nine dollars (\$9.00) per day per each day of retail sales.
- (t) Classification "T"—Swap Meets, etc.—Base Permit Fee: Three hundred ninety dollars (\$390.00) per day plus nine dollars (\$9.00) per day for each vendor not having a City license.

6-24.3. – Classifications.

- a) Classification "A" shall consist of:
 - (1) Retailing of goods, wares, or merchandise including, but not limited to, the following businesses selling tangible personal property at retail or conducting a business of a retail nature:
 - Air conditioning or cooler supplies
 - Appliance sales and service
 - Automobiles—New or used
 - Automobile tires, batteries, parts, and accessories
 - Automobile service station
 - Awning sales
 - Bakery
 - Bicycle sales and service
 - Book shop
 - Brush and toiletries
 - Catalogue and mail order sales
 - Carpet sales and installation
 - Clothing store
 - Cosmetics and toiletries
 - Dairy products delivery to customer service routes from an established place of business in the City, (Otherwise see Classification "E")
 - Department store
 - Drug store
 - Dry goods store
 - Electric supplies and appliances
 - Feed
 - Fence sales (not installation, see Classification "G")
 - Fish and poultry (not from vehicle, see Classification "G")
 - Fire extinguisher sales and service
 - Five and ten—variety store
 - Florist
 - Fruit and vegetable sales (not from vehicle, see Classification "G")
 - Furniture and home furnishings
 - Gasoline and gasoline tank sales

Gift and novelty shop
Glass and paint shop
Groceries and meats
Hardware, paint, and appliances
Health foods
Ice
Ice cream parlors
Ice cream sales from vehicles operated from an established place of business in the City
(otherwise see Class "E")
Jewelry store
Lapidary shop
Lumber and building materials
Motorcycle sales and service
Mobile home sales and repairs (not towing, see Class "E")
Newspaper publishing (not distributors see Classification "E")
Nursery
Paint sales
Pet shop, pet food, pet supplies
Pharmacy
Photographer (not transient photographer, see Classification "G")
Photo shop
Plumbing supplies and appliances
Sewing machine sales and service
Shoe sales
Sporting goods
Stationery, office equipment, office supplies
Stamp redemption center
Wig sales

(2) Services including, but not limited to, the following businesses which are considered of a service nature:

Advertising and advertising agency (not billboards, see Classification "M")
Artist
Automobile or truck repairs (all types)
Automobile parking lot
Automobile or recreation vehicle or trailer rentals
Automobile towing service
Automobile wash
Animal kennels
Barber shop
Beauty shop
Bookkeeper (not public accountant, see Classification "B")
Bus depot

Cafe, restaurant, night club, tavern, without live entertainment or public dancing (with live entertainment or public dancing add twenty (\$20.00) dollars per year)

Carpet cleaning

Cemetery

Cesspool cleaning

Collection agency

Credit checking agency

Dancing school

Dressmaking and tailoring

Dry cleaning and laundry (not out-of City, see Class "E"); not coin-operated, see Class "D")

Finance company or loan company

Financial counselor

Gardener, yard cleaning (not landscaping, see Class "G")

Gunsmith

Gymnasium, health studio

Income tax service

Insurance broker or adjustor

Interior decorator

Janitorial service

Laundry (not coin-operated, see Classification "D")

Locksmith

Machine shop making repairs only (for fabricating machine shops, see Classification "C")

Musical instructor or school

Mutual fund broker

Moving and storage services

Nursery school

Printing, dry copying, mimeographing, multi-graphing, duplicating

Radio or television station

Real estate agent or broker

Repair services (all types except those under "contractor" in Classification "G" and those under Classification "Q")

Savings and loan institution

Saw sharpening

Steam cleaning

Stocks and bonds broker or agent

Sweeping service

Swimming pool, commercial operation

Telephone answering service

Travel services

Upholstering

(b) Classification "B" shall consist of:

Accountant

Architect
Appraiser
Attorney
Bacteriologist
Certified Public Accountant
Chemist
Chiropractor
Consultant
Clairvoyant
Dental or Medical Laboratory
Dentist
Detective
Engineer (all types)
Embalmer
Fortune Teller
Funeral Director
Geologist
Masseur
Medium
Mortician
Oculist
Optician
Optometrist
Osteopath
Palm Reader
Physician
Psychiatrist
Psychologist
Public Stenographer
Radiologist
Spiritualist
Surgeon
Surveyor
Veterinarian

(c) Classification "C" shall consist of:

- (1) Manufacturing, fabricating, processing, or other industrial businesses including data processing businesses, data analysis services and manufacturer's customer service representatives working in the City.
- (2) Hospitals of all types.
- (3) Telephone and other utility companies and communication companies not specifically classified in this ordinance or franchised by the City.

(4) Automobile dismantling yards including sale of used vehicle parts removed from dismantled vehicles.

(d) Classification "D" shall consist of:

(1) Coin-operated laundrettes, Laundromats, dry cleaning establishments, wet wash businesses including persons conducting businesses in which the public is permitted to enter to wash, dry, or dry clean clothes or other materials in individual machines and the public uses coins in coin-operated machines.

(2) Persons distributing and maintaining vending and self-service machines including but not limited to:

Merchandise dispensing machines

Music dispensing machines

Amusement machines

Beverage dispensing machines

Food dispensing machines

Automobile car wash machines

Copying machines.

(e) Classification "E" shall consist of:

(1) Wholesaling including any person primarily selling goods, wares, or merchandise directly to retailers, and including, but not limited to:

Automobile parts distributors (TBA)

Bakery products distributors

Dairy products distributors

Grocery products distributors

Gasoline and oil distributors

Produce distributors

(2) Laundry, dry cleaning, and other services conducted over customer routes from locations outside the corporate limits of the City.

(3) Retail sales conducted from vehicles over customer routes from locations outside the corporate limits of the City (but not itinerant merchants as defined in Section 6-1).

(4) Pick-up and delivery services including, but not limited to:

Parcel and freight delivery (when delivery in the City is more than occasional and incidental to business conducted elsewhere)

Newspaper delivery (but not newspaper boys)

Mobile home transport service

(5) Ice cream vending from vehicles.

(6) Bottled water distributors.

(7) Propane or other gas or fuel distributors.

(8) Pest exterminator services.

(f) Classification "F" shall consist of:

Food catering service when conducted primarily from a vehicle (otherwise see Classification "A").

(g) Classification "G" shall consist of:

- (1) Theater (motion picture or playhouse) except that only one license shall be required for a firm operating theaters at separate locations alternately and not simultaneously.
 - (2) Skating rink.
 - (3) Public dance hall (but not night club or restaurant with dancing, see Classification "A").
 - (4) Itinerant merchant as defined in Section 6-1, see also Section 6-31 of this chapter.
 - (5) Solicitor as defined in Section 6-1 of this chapter.
 - (6) Transient photographer as defined in Section 6-1 of this chapter.
 - (7) Junk dealer as defined in Section 6-1 of this chapter.
- (h) Classification "H" shall consist of: Persons regularly engaged in the business of renting residential property or accommodations including all those types of residential accommodations listed in Section 6-1 of this chapter but not including mobile home park spaces and not including a residential accommodation usually rented which is being occupied by its owner.
- (i) Classification "I" shall consist of: Persons regularly engaged in the business of renting mobile-home park spaces. Persons owning mobile home park spaces who rent out or lease out mobile homes on those spaces shall also obtain a license under Classification "H" for the number of mobile home units so rented or leased.
- (j) Classification "J" shall consist of: Persons regularly engaged in the business of renting commercial property or accommodations including offices, stores, shops, or other commercial structures and parcels of land occupied by any business use. Several parcels used together as part of the same local business (lessee) shall be considered one parcel for the purposes of applying the tax rate in this Classification.
- (k) Classification "K" shall consist of: Persons engaged in the business of providing recreation involving the following games:
Pool, billiards, or bagatelle
Bowling
Shuffleboard
Skee-ball
A table, alley, board, or device licensed under this Classification shall not be licensed under any other classification.
A person licensed under this Classification shall not be required to obtain an additional license under Classification "A" for the serving of food or beverages on the same premises.
- (l) Classification "L" shall consist of: Persons operating card rooms approved by the Chief of Police as prescribed by City Ordinance. See also Section 6-32.
- (m) Classification "M" shall consist of: Persons erecting and maintaining outdoor advertising structures as defined in Section 6-1 of this chapter.
- (n) Classification "N" shall consist of: Persons operating carnivals, circuses, animal shows, and exhibitions not sponsored by a local charitable organization.
- (o) Classification "O" shall consist of:
- (1) Persons operating carnivals, circuses, animal shows and exhibitions sponsored by a local church, school, PTA club, veteran's organization or other recognized local charitable organization.
 - (2) Fortune teller, clairvoyant, palm reader, spiritualist, medium or other prognosticator who provides such services in connection with an event described in the preceding paragraph (1).

(3) A masseur or masseuse who provides such services in connection with an event described in the preceding paragraph (1).

(p) Classification "P" shall consist of: Persons engaged in the business of shining shoes.

(q) Classification "Q" shall consist of: Persons engaged in businesses not required to be licensed under the California Contractors License Law but which involve maintenance or repair of structures, or installation, maintenance or repair of improvements to structures, including but not limited to:

Air conditioning

Building moving and wrecking

Cabinet making

Carpentry and building alterations

Concrete finishing

Coolers

Earth moving, grading, trenching, paving

Electrical alterations

Flooring and tiling

Heating

Landscaping

Masonry

Metal Working

Mobile home installation and accessory building erection

Painting and decorating

Plumbing, including sewer repairing and rodding

Refrigeration

Roofing

Sign painting

Welding

Well drilling

All persons applying for a license under Classification "Q" shall be required by the City Clerk to sign a statement under penalty of perjury that they are exempt from and will not do any work in violation of the California Contractors License Law (Bus. & Prof. Code Secs. 7000 et seq.). If it appears that any person licensed under Classification "Q" has performed work different from that permitted hereunder, the City Clerk may, after conferring with the City Attorney notify such person in accordance with Section 6-25 that his business is being reclassified to Classification "G". Notwithstanding provisions of Section 6-25 to the contrary, such reclassification shall apply during the current licensing year and such person shall pay the difference in licensing fees. Procedures in Section 6-2 for appeal to the City Council shall apply to any such reclassification.

(r) Classification "R" shall consist of: Contractors as defined in Section 6-1.f.

(s) Classification "S" shall consist of: Persons who engage in business on a part-time or intermittent basis.

(t) Classification "T" shall consist of: Persons carrying on, conducting, or managing such events as arts exhibitions, crafts exhibitions, swap meets, flea markets, and similar events.

PASSED, APPROVED, AND ADOPTED by the Ridgecrest City Council on _____, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST:

Rachel Ford, CMC, City Clerk

Business License Ordinance Change

6-1. Definitions

m. “Regularly Engaged in the Business of Renting” shall mean any person who owns and holds out for lease or rent property or accommodations, including any commercial parcels or structures, or four or more residential accommodations, including single-family dwellings, trailer court spaces, mobile-homes, house trailers, hotels, inns, tourist homes or houses, motels, studio hotels, bachelor hotels, lodging houses, rooming houses, apartment houses, including duplexes, triplexes, courts, etc., dormitories, public or private clubs.

6-24.2. Rates

(h)

Classification "H"—Residential Rentals—Base Permit Fee: Sixty dollars (\$60.00) per year minimum for one (1) to three (3) units; six dollars (\$6.00) per year for every unit over three (3).

(i)

Classification "I"—Mobile Home Space Rentals—Base Permit Fee: Sixty dollars (\$60.00) per year minimum for one (1) to three (3) spaces; six dollars (\$6.00) per year for every unit over three (3).

6-24.3. Classifications

(h)

Classification "H" shall consist of: Persons regularly engaged in the business of renting residential property or accommodations including all those types of residential accommodations listed in Section 6-1 of this chapter but not including mobile home park spaces and not including a residential accommodation usually rented which is being occupied by its owner.

(i)

Classification "I" shall consist of: Persons regularly engaged in the business of renting mobile-home park spaces. Persons owning mobile home park spaces who rent out or lease out mobile homes on those spaces shall also obtain a license under Classification "H" for the number of mobile home units so rented or leased.

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