



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

**AGENDA**

**Wednesday**

**Regular**

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

**September 2, 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. 15-03  
LAST RESOLUTION NO. 15-80

**AMENDED**  
**CITY OF RIDGECREST**

**CITY COUNCIL  
REDEVELOPMENT SUCCESSOR AGENCY  
HOUSING AUTHORITY  
FINANCING AUTHORITY**

**AGENDA**

Regular Council  
Wednesday September 2, 2015

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

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

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

In compliance with SB 343 - City Council 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**

**CLOSED SESSION**

GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – Cameron Rainwater v. City Of Ridgecrest et al.

GC54956.9 (d) (1) Conference With Legal Counsel – Liability Claim Of William Johnson – Claim No. 15-05

GC 54956.8

Local Agency Real Property Negotiations – Negotiations for Lease or Sale – Leroy Jackson Park – Agency Negotiator Parks Supervisor Jason Patin

**REGULAR SESSION – 6:00 p.m.**

- Pledge Of Allegiance
- Invocation

**CITY ATTORNEY REPORT**

- Closed Session
- Other

**PUBLIC COMMENT**

**PRESENTATIONS**

1. Presentation Of A Proclamation To The Daughters Of The American Revolution – Panamint Springs Chapter Recognizing September 17-23, 2015 As Constitution Week Council
2. Presentation Of The City Of Ridgecrest Economic Development Program Parsons

**CONSENT CALENDAR**

3. Authorization To Award A Construction Contract To Griffith Company For The Construction Of Street Improvements To Existing Roadways Which Include Richmond Road Between Upjohn Avenue And East Ridgecrest Boulevard, Bowman Road Between Downs Street And Primrose Street And West Rader Avenue Between Nevada Court And South Downs Street And For The City Manager, Dennis Speer, To Execute The Contract Speer
4. Award Design And Construction Management Contract To Willdan Engineering For CDBG Project No. 17.12.1 For ADA Ramps Speer
5. A Resolution Authorizing The Filing Of An Application For Regional Surface Transportation Project (RSTP) Funding; Committing The Necessary Local Match And Stating The Assurance To Complete The Project By The City Of Ridgecrest And Authorizing Quad Knopf As The Designee To File The Application Speer
6. A Resolution Authorizing The Filing Of An Applications For Congestion Mitigation Air Quality (QMAQ) Funding; Committing The Necessary Local Match And Stating The Assurance To Complete The Projects By The City Of Ridgecrest And Authorizing Quad Knopf As The Designee To File The Application Speer
7. Approve A Resolution Instating A Hiring Freeze For The Remainder Of Fiscal Year 2015-16 Speer

8. **A Resolution Approving The Expenditure Of Parks & Recreation Impact Fees For Capital Improvements To Leroy Jackson Park In The Amount Of \$31,900.00** Patin
9. **Approve A Resolution For The Reallocation Of \$350,000 Of Tax Allocation Bond (TAB) Funds From The Economic Development Allocation To Public Works / Street Improvements** Parsons
10. **Adopt A Resolution Approving ROPS 15-16B** Parsons
11. **A Resolution Of The Ridgecrest City Council Authorizing The Destruction Of Certain Records As Prescribed By The Secretary Of State's Local Government Records Program** Staheli

#### DISCUSSION AND OTHER ACTION ITEMS

12. **Discussion Of The Agenda Format For City Council Meetings** Breeden
13. **Approve The Resolution That Declares The Petroglyph Rock Art Festival A Signature Event And Allocates \$8,000.00 In Funding For The Event** Breeden

#### COMMITTEE REPORTS

*(Committee Meeting dates are subject to change and will be announced on the City website)*

##### **City Organization and Services Committee**

Members: Lori Acton; Mike Mower  
Meeting: 4<sup>th</sup> Wednesday each month at 5:00 p.m. as needed  
Location: Council Conference Room B

##### **Infrastructure Committee**

Members: Jim Sanders; Mike Mower  
Meeting: 2nd Thursday each month at 5:00 p.m. as needed  
Location: Council Conference Room B

##### **❖ Ad Hoc Water Conservation Committee**

Members: Jim Sanders; Peggy Breeden  
Meeting: 3<sup>rd</sup> Monday each month at 5:00 p.m. as needed  
Location: Conference Room B

##### **Parks, Recreation, and Quality of Life Committee**

Members: Eddie Thomas; Lori Acton  
Meeting: 1<sup>st</sup> Tuesday each month at 12:00 p.m. as needed  
Location: Kerr-McGee Center Meeting Rooms

❖ **Ad Hoc Youth Advisory Council**

Members: Eddie Thomas  
Meeting: 2<sup>nd</sup> Wednesday of each month, 12:00 p.m. as needed  
Location: Kerr-McGee Center Meeting Rooms

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

Members: Eddie Thomas; Lori Acton  
Meeting: 3<sup>rd</sup> Tuesday every other month at 4:00 p.m. as needed  
Location: Kerr McGee Center Meeting Rooms

**Ridgecrest Area Convention and Visitors Bureau (RACVB)**

Members: Lori Acton and Eddie Thomas  
Meetings: 1<sup>st</sup> 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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***A Proclamation of  
The City of Ridgecrest, California***

***Constitution Week***

***WHEREAS***, September 17, 2015, marks the two hundred twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

***WHEREAS***, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

***WHEREAS***, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

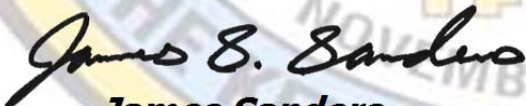
***Now, Therefore, Be It Proclaimed***

***The City Council of the City of Ridgecrest does hereby proclaim the week of September 17 through 23 as Constitution Week AND ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.***

***Proclaimed this 2<sup>nd</sup> Day of September 2015***



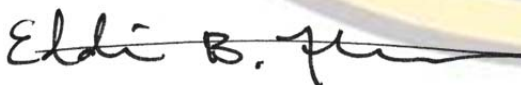
***Peggy Breeden, Mayor***



***James Sanders  
Mayor Pro Tem***



***Lori Acton  
Vice Mayor***



***Eddie B. Thomas  
Council Member***



***Mike Mower  
Council Member***

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

**SUBJECT:**

Presentation Of The City of Ridgecrest Economic Development Program

**PRESENTED BY:**

Gary Parsons, Economic Development Manager

**SUMMARY:**

The Economic Development department has requested to present to Council a brief discussion of current economic happenings.

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

None

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: R. Charlon  
(Rev. 02/13/12)

Action Date: September 2, 2015

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

**SUBJECT:**

Authorization To Award A Construction Contract to Griffith Company For The Construction Of Street Improvements To Existing Roadways Which Include Richmond Road between Upjohn Avenue and East Ridgecrest Boulevard, Bowman Road between Downs Street and Primrose Street and West Rader Avenue between Nevada Court and South Downs Street And For The City Manager, Dennis Speer, To Execute The Contract

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

On Thursday, August 20, 2015 bids were opened for the construction of improvements to roadways which include: Richmond Road between Upjohn Avenue and East Ridgecrest Boulevard; Bowman Road between Downs Street and Primrose Street; and West Rader Avenue between Nevada Court and South Downs Street. The work involves the resurfacing of existing asphalt concrete, to include cold planing, crack treatment, fiberglass paving placement of hot mix asphalt concrete, AC dikes, and restoring pavement markings and delineation. A total of four bids were received as follows:

<u>Bidder</u>	<u>Base Bid</u>
Griffith Company	\$903,725.00
Granite Construction	\$955,422.00
Bowman Asphalt	\$1,089,536.00
Pave Tech	\$1,212,175.00

The bids were reviewed by the engineering firm of Willdan Engineering and the Resident Engineer, Mike Bustos. Based on this review, it is recommended that the contract be awarded to the lowest responsible and responsive bidder, Griffith Company for with the low bid of \$903,725.00. A purchase order will be issued to Griffith Company in a total amount of \$903,725.00 for the construction of street improvements to the existing roadways. An amount of \$45,186.25 or five percent (5%) is needed for contingencies. The funding for these projects will be through Tax Allocation Bonds.

Funding for these projects will come from the Capital Improvement Account – Non Buildings and from several different projects as follows:

- 018-4760-430-4601 ST1602 Richmond Road Project
- 018-4760-430-4601 ST1603 Bowman Road Project
- 018-4760-430-4601 ST1604 West Radar Avenue Project

**FISCAL IMPACT: \$903,725.00**

Reviewed by Finance Director

**ACTION REQUESTED:** Authorize the Award Of A Construction Contract to Griffith Company For The Construction Of Street Improvements To The Existing Roadways Which Include Richmond Road between Upjohn Avenue and East Ridgecrest Boulevard, Bowman Road between Downs Street and Primrose Street and West Rader Avenue between Nevada Court and South Downs Street And The City Manager, Dennis Speer, To Execute The Contract

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested

Submitted by: Karen Harker

Action Date: September 2, 2015

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**RESOLUTION NO. 15-**

**AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO GRIFFITH COMPANY FOR THE CONSTRUCTION OF STREET IMPROVEMENTS TO EXISTING ROADWAYS WHICH INCLUDE RICHMOND ROAD BETWEEN UPJOHN AVENUE AND EAST RIDGECREST BOULEVARD, BOWMAN ROAD BETWEEN DOWNS STREET AND PRIMROSE STREET AND WEST RADER AVENUE BETWEEN NEVADA COURT AND SOUTH DOWNS STREET AND FOR THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE CONTRACT**

**WHEREAS**, on Thursday August 20, 2015, bids were opened for the construction of street improvements to existing roadways; and

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

<u>Bidder</u>	<u>Bid</u>
Griffith Company	\$903,725.00
Granite Construction	\$955,422.00
Bowman Asphalt	\$1,089,536.00
Pave Tech	\$1,212,175.00

**WHEREAS**, these bids were reviewed by the engineering firm Willdan Engineering and Resident Engineer, Mike Bustos for a determination of the lowest responsible and responsive bidder; and

**WHEREAS**, it was determined that Griffith Company was the lowest bidder with the low bid of \$903,725.00; and

**WHEREAS**, a purchase order will be issued to Griffith Company in a total amount of \$903,725.00 for the construction of street improvements to existing roadways which include Richmond Road Between Upjohn Avenue And East Ridgecrest Boulevard; Bowman Road Between Downs Street And Primrose Street; And West Rader Avenue Between Nevada Court And South Downs Street; and

**WHEREAS**, an amount of \$45,186.25 or five percent (5%) is needed for contingencies; and

**WHEREAS**, the funding for these projects will be through Tax Allocation Bonds; and

**WHEREAS**, funding for these projects will come from the Capital Improvement Account – Non Buildings and from several different projects as follows:

- 018-4760-430-4601 ST1602 Richmond Road Project
- 018-4760-430-4601 ST1603 Bowman Road Project
- 018-4760-430-4601 ST1604 West Radar Avenue Project

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

1. Authorizes the award of the contract to Griffith Company the responsible and responsive contractor from the bids received as determined by Willdan Engineering for the construction of street improvements to existing roadways described herein the lowest.
2. Authorizes the Finance Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer, to execute the contract.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day September, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Peggy Breeden, Mayor

ATTEST:

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Rachel Ford, City Clerk



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

**SUBJECT:**

A Resolution To Approve The Professional Services Agreement With The Firm Of Willdan Engineering To Provide Surveying, Design, Bidding Assistance and Construction Inspection/HUD Monitoring for Reconstruction of Curb Return and Curb Ramps to Meet American Disabilities Act (ADA) Standards for the Community Development Block Grant Project #17.12.1 And Authorize The City Manager, Dennis Speer, To Sign The Agreement Upon The City Attorney's Review

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The City of Ridgecrest requires the services of an engineering consulting firm to provide Surveying, Design, Bidding Assistance and Construction Inspection/HUD Monitoring for Reconstruction of Curb Return and Curb Ramps to Meet American Disabilities Act (ADA) Standards for the Community Development Block Grant Project #17.12.1.

The project will consist of the construction of curb return ramps in the area bound by Balsam Street, Coso Street, North Helena Street and Station Street. It is proposed to design and construct fifteen (15) curb ramps within the location to bring them up to ADA compliance.

The fee for these phases of the project is Fifteen Thousand Seven Hundred Forty-Eight Dollars (\$15,748.00) and will be funded by the Kern County Community Development Block Grant (CDBG).

Staff recommends that the City Council approves the agreement and authorize the City Manager, Dennis Speer, to execute the agreement with the engineering firm of Willdan Engineering upon the City Attorney's review and approval of the contract.

**FISCAL IMPACT:** \$15,748.00

Reviewed by Finance Director

**ACTION REQUESTED:**

Adopt A Resolution To Approve The Professional Services Agreement With The Firm Of Willdan Engineering To Provide Surveying, Design, Bidding Assistance and Construction Inspection/HUD Monitoring for Reconstruction of Curb Return and Curb Ramps to Meet American Disabilities Act (ADA) Standards for the Community Development Block Grant Project #17.12.1 And Authorize The City Manager, Dennis Speer, To Sign The Agreement Upon The City Attorney's Review

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: September 2, 2015

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RESOLUTION NO. 15-

**A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM OF WILLDAN ENGINEERING TO PROVIDE SURVEYING, DESIGN, BIDDING ASSISTANCE AND CONSTRUCTION INSPECTION/HUD MONITORING FOR RECONSTRUCTION OF CURB RETURN AND CURB RAMPS TO MEET AMERICAN DISABILITIES ACT (ADA) STANDARDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT #17.12.1 AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE AGREEMENT UPON THE CITY ATTORNEY'S REVIEW**

**WHEREAS**, The City of Ridgecrest requires the services of an engineering consulting firm to provide Surveying, Design, Bidding Assistance and Construction Inspection/HUD Monitoring for Reconstruction of Curb Return and Curb Ramps to Meet American Disabilities Act (ADA) Standards for the Community Development Block Grant Project #17.12.1; and

**WHEREAS**, The project will consist of construction of curb return ramps in the area located bound by Balsam Street, Coso Street, North Helena Street and Station Street; and

**WHEREAS**, It is proposed to design and construct fifteen (15) curb ramps within the location to bring them up to ADA compliance; and

**WHEREAS**, the fee for these phases of the project is Fifteen Thousand Seven Hundred Forty-Eight Dollar (\$15,748.00); and

**WHEREAS**, the project will be funded by the Kern County Community Development Block Grant.

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

1. Authorizes the Approval of a Professional Service Agreement with the Consulting Firm of Willdan Engineering for the services described herein; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts; and
3. Authorizes the City Manager, Dennis Speer, to execute the agreement upon the city attorney's review and approval of the agreement.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of September 2015 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Peggy Breeden, Mayor

ATTEST:

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Rachel Ford, City Clerk

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**CITY OF RIDGECREST**  
**ENGINEERING SERVICES AGREEMENT**  
**MASTER TERMS AND CONDITIONS**

**CD PROJECT #17.12.1 CITY OF RIDGECREST HANDICAPPED ACCESS IMPROVEMENTS**

**THIS AGREEMENT** (this “**Agreement**”) is entered into effective on the Effective Date shown on the attached Schedule, by and between the City of Ridgecrest, (“**CITY OF RIDGECREST**”) with its principal location at 100 West California Avenue, Ridgecrest, CA 93555, and **Willdan Engineering** identified on the Schedule (“**Consultant**”). City of Ridgecrest and Consultant are individually referred to as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

- A.** The City of Ridgecrest identified on the Schedule requires those services which are specified in **Exhibit A.**
- B.** City of Ridgecrest desires to engage Consultant to provide the services and Consultant, by reason of its qualifications, experience, and facilities for doing this type of work, has offered to provide the required services on the terms set forth in this Agreement.

**AGREEMENT**

1. **Services to be Rendered.** Consultant shall provide the services and products described in **Exhibit A (“Services”).**
2. **Compensation to Consultant.** City of Ridgecrest shall compensate Consultant in accordance with the compensation selection(s) shown on the Schedule. No additional compensation shall be paid for secretarial, clerical support staff, overhead or any other costs incurred by Consultant by providing the Services to City of Ridgecrest.
3. **Reimbursement Policy and Billing Requirements.** All invoices for payment shall be submitted in a form approved by City of Ridgecrest based upon the payment schedule selected on **Exhibit A**, shall contain an itemization of all costs and fees broken down monthly (including an itemization of all travel expenses incurred if applicable) and shall be stated as a cumulative total. Invoices shall be sent for review and processing to the City of Ridgecrest. Payment shall be made to Consultant within 30 days of receipt and approval of the invoice by the City of Ridgecrest. Consultant invoices shall also have the project schedule and narrative submittals identified in Exhibit A.
4. **Term.** This term of this Agreement (“**Term**”) shall start on the Effective Date and shall terminate on the Termination Date, unless sooner terminated as provided in this Agreement.
5. **Assignment.** Consultant shall not assign, transfer or encumber this Agreement, or any part, and Consultant shall not assign any monies due or which become due to Consultant under this Agreement, without the prior written consent of the City of Ridgecrest.

6. **Audit, Inspection and Retention of Records.** Consultant shall maintain and make available to City of Ridgecrest accurate books and records relative to the Services under this Agreement. Consultant shall permit City of Ridgecrest to audit, examine and make excerpts and transcripts from its records and to conduct audits of all invoices, materials, records of personnel or other data related to the Services under this Agreement. Consultant shall maintain its data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights as City of Ridgecrest.
7. **Authority to Bind City of Ridgecrest.** It is understood that Consultant, in Consultant's performance of any Services under this Agreement, except as otherwise provided in this Agreement, has no authority to bind City of Ridgecrest to any agreements or undertakings.
8. **Indemnification.**

a. **General.** Consultant shall defend, indemnify, and hold harmless City of Ridgecrest and City of Ridgecrest's council/board members, elected and appointed officials, officers, employees, agents, volunteers and authorized representatives ("**City of Ridgecrest Indemnified Parties**") from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments and costs ("**Claims**") which arise out of or relate to any act or omission of Consultant or Consultant's officers, employees, agents and subcontractors of any tier hired by Consultant to perform the Services ("**Consultant Representatives**"). This indemnification obligation shall include bodily and personal injury or death to any person; damage to any property, regardless of where located, including the property of City of Ridgecrest; and any workers' compensation Claim arising from or relating to any Services.

1. **Immigration Reform and Control Act.** Consultant acknowledges that Consultant and Consultant Representatives are aware of and understand the Immigration Reform and Control Act ("**IRCA**"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Consultant Representatives are and shall remain in compliance with the IRCA. In addition, Consultant shall defend, indemnify and hold harmless City of Ridgecrest and City of Ridgecrest Indemnified Parties from any Claims which arise out of or relate to any allegations that Consultant and Consultant Representatives are not authorized to work in the United States and/or any other allegations based upon alleged IRCA violations committed by Consultant or Consultant Representatives.
2. **Infringement Claim.** If any Claim is asserted or action or proceeding brought against City of Ridgecrest or City of Ridgecrest Indemnified Parties which alleges that all or any part of the Services in the form supplied by Consultant or City of Ridgecrest's use, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, City of Ridgecrest shall give Consultant prompt written notice. Consultant shall defend any Claim with counsel of Consultant's choice and at Consultant's sole cost and shall indemnify City of Ridgecrest for any costs and damages actually incurred by City of Ridgecrest, including steps City of Ridgecrest may take to avoid entry of any default judgment or other waiver of City of Ridgecrest's rights. City of Ridgecrest shall cooperate fully with and may monitor Consultant in the defense of any claim, action or proceeding and shall make employees available as Consultant may

reasonably request with regard to the defense, subject to reimbursement by Consultant of all costs incurred by City of Ridgecrest's cooperation in the defense.

3. **Remedy of Infringement Claim.** If the Services are, in Consultant's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the Services, Consultant shall within 90 days:
  - a) **Replace.** Promptly replace the Services with compatible, functionally equivalent and non-infringing Services;
  - b) **Modify.** Promptly modify the Services to make them non-infringing without materially impairing City of Ridgecrest's ability to use the Services as intended;
  - c) **Procure Rights.** Promptly procure the right of City of Ridgecrest to continue using the Services; or
  - d) **Refund.** As a last resort, if none of these alternatives is reasonably available to Consultant, and City of Ridgecrest is enjoined or otherwise precluded legally from using the Services, Consultant shall, within 120 days of the judgment or other court action, promptly refund to City of Ridgecrest all fees and costs paid for the Services, and this Agreement shall terminate. All licensed products will be disposed of as ordered by the governing court at the sole cost of Consultant or as determined by City of Ridgecrest if the court does not so direct.
4. **Modification of Services.** This indemnification does not extend to modifications or additions to the Services made by City of Ridgecrest or any third party without the prior written consent of Consultant, or to any unauthorized use of the Services by City of Ridgecrest.
5. **Survival of Indemnification Obligations.** Upon completion of this Agreement, the provisions of this **Section 8** shall survive.
9. **Insurance.** Consultant, in order to protect City of Ridgecrest and City of Ridgecrest Indemnified Parties against Claims as a result of the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain the following insurance. Consultant shall not perform any Services until Consultant has obtained all insurance required under this Section 9 and the required certificates of insurance and all required endorsements have been filed with City of Ridgecrest and with City of Ridgecrest authorized insurance representative, if any. ("Authorized Insurance Representative"). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that the designated person is an authorized representative, and is authorized to bind the named underwriter(s) and their company to the stated coverage, limits and termination provisions. Consultant shall promptly deliver to City of Ridgecrest and Authorized Insurance Representative, if any, a certificate of insurance, and all required endorsements, with respect to each renewal

policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term. The certificates and endorsements shall be delivered to City of Ridgecrest and Authorized Insurance Representative, if any prior to the expiration date of any policy and bear a notation evidencing payment of the premium if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any Claim by Consultant or City of Ridgecrest as an additional insured.

1. **Workers' Compensation and Employer's Liability Insurance Requirement.** If Consultant has employees who may perform any Services under this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of California Labor Code Section 3700. Consultant shall require any Consultant Representatives to provide workers' compensation for any of the Consultant Representative's employees, unless the employees are covered by the insurance carried by Consultant. If any class of employees engaged in Services is not covered by California Labor Code Section 3700, Consultant shall provide and/or require each Consultant Representative to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.
  
2. **Liability Insurance Requirements.**
  - a) **Types of Liability Insurance.** Consultant shall maintain in full force and effect, during the Term, the following types of liability insurance:
    - I. **Commercial General Liability Insurance,** including Contractual Liability Insurance (specifically covering the indemnification provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of Services. The Commercial General Liability insurance shall contain no exclusions or limitations for Consultant Representatives working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by Applicable Law following termination of this Agreement. The amount of the insurance coverage required by this Agreement shall be the policy limits, which shall be no less than the amount specified on the Schedule.
  
    - II. **Automobile Liability Insurance,** against claims of Personal Injury (including bodily injury and death) and Property Damage covering any owned, leased, hired and non-owned vehicles used in the performance of the Services with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.
  
    - III. **Professional Liability (Errors and Omissions) Insurance,** for liability arising out of or related to the performance of the Services, with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.
  
  - b) **Endorsements.** The Commercial General Liability and Automobile Liability Insurance required in this **Section 9** shall include an endorsement naming City of Ridgecrest and City of Ridgecrest Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement

shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

- c) **Claims-Made Insurance.** If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain the coverage for at least three years following the termination of this Agreement with coverage extending back to the Effective Date; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
3. **Insurance Companies.** All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the City of Ridgecrest.
4. **Self-Insurance.** If Consultant is, or becomes during the Term, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the required insurance coverages and endorsements. City of Ridgecrest will not accept the coverages unless the City of Ridgecrest determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by Consultant are equivalent to the required coverages. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to City of Ridgecrest and must be approved in writing by the City of Ridgecrest Risk Manager.
5. **Primary Insurance; Waiver of Subrogation.** All insurance carried by Consultant shall be primary to and not contributing to any insurance or self-insurance maintained by City of Ridgecrest. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against City of Ridgecrest.
6. **Insurance Does Not Replace Indemnification.** Maintenance of the insurance coverages in the minimum specified amounts shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of the coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City of Ridgecrest from taking other actions as are available to it under this Agreement or under Applicable Law.
7. **Failure to Maintain Insurance.** Failure by Consultant to maintain all insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City of Ridgecrest, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from the breach. Alternatively, City of Ridgecrest may purchase the required insurance coverage, and without further notice to Consultant, City of Ridgecrest shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City of Ridgecrest for the insurance. If the balance of monies owed to Consultant under this Agreement is insufficient to reimburse City of Ridgecrest for the premiums and any associated costs, Consultant shall reimburse City of Ridgecrest for the



premiums and pay for all costs associated with the purchase of the insurance. Any failure by City of Ridgecrest to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

8. **Cancellation of Insurance.** The insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of the Services except as otherwise stated in this Agreement. Each insurance policy supplied by Consultant shall not be terminated, suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after 10 days prior written notice to Consultant in the case of non-payment of premiums, or 30 days prior written notice in all other cases. This notice requirement does not waive these insurance requirements. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, suspended, voided, canceled, reduced in coverage, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

10. **Consultant Representations.** Consultant makes the following representations, which the Parties agree are material to and form a part of the inducement for this Agreement:

- a. **Expertise and Staff.** Consultant has the expertise, support staff and facilities necessary to provide the Services; and
- b. **No Adverse Interests.** Consultant does not have any actual or potential interests adverse to City of Ridgecrest, nor does Consultant represent a person or firm with an interest adverse to City of Ridgecrest relating to the subject of this Agreement; and
- c. **Timeliness.** Consultant shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.
- d. **Ownership of Documents.** All reports, documents and other items generated or gathered in the course of providing the Services are and shall remain the property of City of Ridgecrest, and shall be returned to City of Ridgecrest upon full completion of the Services or termination of this Agreement, whichever first occurs.
- e. **Rights to Contracted Products.**
  - a. **Belong to City of Ridgecrest.** For no additional fee or charge, products developed, prepared, generated or gathered by Consultant or Consultant's Representatives under this Agreement, shall be considered creative works for hire and shall be delivered to and become the exclusive property of City of Ridgecrest and may be used by City of Ridgecrest in any way it may deem appropriate. Consultant shall have no rights in the products, except the right to use the products for the exclusive purpose of providing the Services, and Consultant shall not copy or disclose to any third party any product, except as is expressly set forth in this Agreement or by separate written agreement between the Parties. These provisions do not apply to Consultant's original licensed software or administrative communications and records, which shall remain the exclusive property of Consultant,

- b. **Use by City of Ridgecrest.** The ideas, concepts, know-how, and techniques developed during the course of this Agreement may be used by City of Ridgecrest in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any Applicable Law.
- c. **No Publication.** Consultant or Consultant's Representatives shall not publish or disseminate information gained through participation in this Agreement without the specific prior review and written consent by City of Ridgecrest.
- d. **Delivery to City of Ridgecrest.** Upon termination or expiration of this Agreement, Consultant shall immediately deliver to City of Ridgecrest all City of Ridgecrest-owned programs and documentation developed under this Agreement. In addition, Consultant grants to City of Ridgecrest a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for City of Ridgecrest purposes, any Consultant owned program, including system software, utilized by Consultant in performance of the Services.
- e. **Survival of Covenants.** Upon completion of this Agreement, the provisions of this **Section 10** shall survive.

**11. Termination.** The City of Ridgecrest may at his or her election, without cause, terminate this Agreement by written notice ("**Notice of Termination**"). The Notice of Termination will be deemed effective 15 days after personal delivery, or 20 days after mailing by regular U.S. Mail, postage prepaid. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Consultant or the City of Ridgecrest, Consultant shall submit to the City of Ridgecrest all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this **Section 11**, City of Ridgecrest shall pay Consultant for all satisfactory Services rendered by Consultant prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown on the Schedule.

**12. Choice of Law/Venue.** The Parties agree that the provisions of this Agreement shall be construed under the laws of the State of California. This Agreement has been entered into and is to be performed in the City of Ridgecrest limits. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

**13. Compliance with Applicable Law.** Consultant shall observe and comply with all applicable City of Ridgecrest, state and federal laws, ordinances, rules and regulations now in effect or later enacted ("**Applicable Law**"), each of which is made a part of this Agreement.

**14. Confidentiality.** Consultant shall not, without the prior written consent of the City of Ridgecrest, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena

or other process of law. Upon completion of this Agreement, the provisions of this **Section 14** shall continue to survive.

- 15. Conflict of Interest.** Consultant has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Consultant acknowledges that it is unaware of any financial or economic interest of any public officer or employee of City of Ridgecrest relating to this Agreement. It is further understood and agreed that if a financial interest does exist at the inception of this Agreement, City of Ridgecrest may immediately terminate this Agreement by giving written notice. Consultant shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.
- 16. Enforcement of Remedies.** No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.
- 17. Negation of Partnership.** In the performance of the Services, Consultant shall be, and acknowledges that  
Consultant is, in fact and law, an independent contractor and not an agent or employee of City of Ridgecrest. Consultant has and retains the right to exercise full supervision and control of the manner and methods of providing the Services. Consultant retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Consultant in the provision of the Services. With respect to Consultant's employees, if any, Consultant shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any Applicable Law regulating employment.
- 18. Non-collusion Covenant.** Consultant represents and agrees that **(i)** it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with City of Ridgecrest and **(ii)** it has received from City of Ridgecrest no incentive or special payments and no considerations not related to the provision of the Services.
- 19. Non-discrimination.** Neither Consultant, nor any Consultant Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by Applicable Law, either directly, indirectly or through contractual or other arrangements.
- 20. Non-waiver.** No covenant or condition of this Agreement can be waived except by the written consent of City of Ridgecrest. Forbearance or indulgence by City of Ridgecrest shall not constitute a waiver of the covenant or condition to be performed by Consultant. City of Ridgecrest shall be entitled to invoke any remedy available to City of Ridgecrest under this Agreement or by Applicable Law despite the forbearance or indulgence.
- 21. Notices.** All notices under this Agreement shall be provided to the City of Ridgecrest at the address indicated in the opening section of this Agreement and to the Consultant and Responsible City of Ridgecrest Department at the addresses shown on the Schedule. Delivery

shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Consultant's office, or the receptionist for the City of Ridgecrest main offices.

- 22. Captions and Interpretation.** Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. California Civil Code Section 1654 shall not apply to the interpretation of this Agreement.
- 23. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 24. Modifications of Agreement.** This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
- 25. Severability.** If any term or provision of this Agreement is determined by a court to be in conflict with any Applicable Law, or otherwise be unenforceable or ineffectual, the validity of the remaining terms or provisions shall be deemed severable and shall not be affected, provided that the remaining terms or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into on the Effective Date.
- 26. Signature Authority.** Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 27. Sole Agreement.** This Agreement, including the Schedule and Exhibits, contains the entire agreement of the Parties relating to the Services, rights, obligations and covenants contained in this Agreement and assumed by the Parties. No inducements, representations or promises have been made, other than those stated in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.
- 28. Time of Essence.** Time is expressly declared to be of the essence of this Agreement and of each provision, and each provision is declared to be a material, necessary and essential part of this Agreement.
- 29. No Third Party Beneficiaries.** The Parties understand and agree that the enforcement of these terms and conditions and all rights of action relating to enforcement, shall be strictly reserved to City of Ridgecrest and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of City of Ridgecrest and Consultant that any person or entity, other than City of Ridgecrest or

Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

30. **Gender/Plural**. References to feminine, masculine or neutral include the other, and references to the singular or plural include the other.
31. **Recitals**. Each of the recitals is incorporated in this Agreement, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.
32. **Exhibits**. All exhibits attached to this Agreement are incorporated into this Agreement by reference.
33. **Applicable Federal Requirements**. Applicable Federal Requirements are as set forth in the attachment entitled “**Federal Contract Requirements**”.

**END OF SECTION**

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

**SUBJECT:**

A Resolution Authorizing The Filing Of An Application For Regional Surface Transportation Project (RSTP) Funding; Committing The Necessary Local Match And Stating The Assurance To Complete The Project By The City Of Ridgecrest And Authorizing Quad Knopf As The Designee To File The Application

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The City of Ridgecrest is eligible to submit an application to the Kern Council of Governments (Kern COG) for \$667, 590 in funding from the RSTP program for the Widening of Downs Street between Ridgecrest Boulevard and Upjohn Avenue from two lanes to four lanes.

To complete the application process, the City of Ridgecrest must agree that it has the financial capacity to complete, operate and maintain the project.

The estimated matching funds for this project are \$76,573 and would come from Tax Allocation Bond Funds. The fund from Kern COG is a fixed amount and any cost increases to the project must be funded by the applicant.

Staff recommends that the City Council approves the Resolution and allows Quad Knopf Inc. to be the designee to execute and file the Application with Kern COG for RSTP funding for the Widening of Downs Street between Ridgecrest Boulevard and Upjohn Avenue.

**FISCAL IMPACT: \$76,573**

Reviewed by Finance Director

**ACTION REQUESTED:**

Adopt A Resolution Authorizing The Filing Of An Application For The Regional Surface Transportation Project (RSTP) Funding And Committing The Necessary Local Match And Stating The Assurance To Complete The Project By The City Of Ridgecrest And Authorizing Quad Knopf As The Designee To File The Application

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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**RESOLUTION NO. 15-**

**A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR REGIONAL SURFACE TRANSPORTATION PROJECT (RSTP) FUNDING; COMMITTING THE NECESSARY LOCAL MATCH AND STATING THE ASSURANCE TO COMPLETE THE PROJECT BY THE CITY OF RIDGECREST AND AUTHORIZING QUAD KNOPF AS THE DESIGNEE TO FILE THE APPLICATION**

**WHEREAS**, The CITY OF RIDGECREST (herein referred to as APPLICANT) is eligible to submit an application to the Kern Council of Governments (Kern COG) for \$667,590 in funding from the RSTP program to widen Downs Street between Ridgecrest Blvd. and Upjohn Ave from two lanes to four lanes project (herein referred to as PROJECT); and

**WHEREAS**, The APPLICANT has the financial capacity to complete, operate and maintain the project; and

**WHEREAS**, The APPLICANT will ensure that funds required from other sources will be reasonably expected to be available on the time frame needed to carry out the project; and

**WHEREAS**, The APPLICANT is authorized to execute and file an application for funding the PROJECT under the RSTP program.

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

1. The APPLICANT will provide \$76,573 in local matching funds; and
2. The APPLICANT understands that the RSTP funding for the project is fixed at the approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional RSTP funding; and
3. The APPLICANT understands the funding deadlines associated with these funds and will comply with the program implementation procedures described in Chapter 2 of the Kern COG Project Delivery Policies and Procedures manual; and
4. The PROJECT will be implemented as described in the complete application and in this resolution and, if approved, for the amount programmed in the FTIP; and
5. The APPLICANT and the PROJECT will comply with the requirements as set forth in the program; and
6. The APPLICANT authorizes Quad Knopf, Inc as our designee to file the application on behalf of the City of Ridgecrest.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of September 2015 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Peggy Breeden, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Ford, City Clerk

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**KERN COUNCIL OF GOVERNMENTS  
Regional Surface Transportation Program (RSTP)  
2015 PROJECT APPLICATION**

(1) Is the project included in a local agency-adopted resolution supporting the project?  YES  NO

(2) Does the proposed project meet basic eligibility requirements?  YES  NO

Functional Classification: Minor Arterial

(3) Project justification. Explain project need in terms of existing infrastructure, impact for service, safety or any other issue relevant to the project. Please indicate project is reconstruction, rehabilitation or resurfacing. (Attach to application)

(4) Lead Agency: City of Ridgecrest

(5) Project scope and work description (indicate project limits): Widen Downs Street between Church Avenue and Ridgecrest Boulevard.

(6)	Funding Type	PE	R/W	Const.	Total
Local	<u>Gas Tax</u>	<u>\$ 2,574</u>	<u>\$</u>	<u>\$ 73,999</u>	<u>\$ 76,573</u>
Local	<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
State	<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Federal	<u>RSTP</u>	<u>\$ 19,866</u>	<u>\$</u>	<u>\$ 571,151</u>	<u>\$ 591,017</u>

(7) Programming Year by Phase: PE: 2016-2017 R/W:  Const: 2017-2018

(8) Rank: 1

Application completed by:  
Joel R. Joyner, PE, PLS - Quad Knopf

Phone Number:  
(661) 616-2600

Date Completed:  
08/25/2015

E-mail:  
rickj@quadknopf.com

Agency:  
City of Ridgecrest

Address:  
5080 California Ave., Suite 200, Bakersfield, CA 93309-1697

Send completed application electronically on CD or flash drive with transmittal letter on agency letterhead to:

Attn: Joseph Stramaglia ❖ Kern Council of Governments

1401 19th Street, Suite 300 ❖ Bakersfield, CA 93301

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

**SUBJECT:**

A Resolution Authorizing The Filing Of An Applications For Congestion Mitigation Air Quality (QMAQ) Funding; Committing The Necessary Local Match And Stating The Assurance To Complete The Projects By The City Of Ridgecrest And Authorizing Quad Knopf As The Designee To File The Application

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The City of Ridgecrest is eligible to submit applications to the Kern Council of Governments (Kern COG) for \$1,146,592 in funding from the CMAQ program for three projects that are listed below:

- Paving Sunland Street dirt road from Bowman Road to Dolphin Avenue
- Paving the dirt road on the north half of Tamarisk Avenue from Inyo Street to Capehart Court
- Paving the shoulder on the south side of West Radar Avenue from Downs Street to Sunset Street

To complete the application process, the City of Ridgecrest must agree it has the financial capacity to complete, operate and maintain the project.

The estimated matching funds for these projects are \$131,514.00 and would come from Tax Allocation Bond Funds. The fund from Kern COG is a fixed amount and any cost increases to the project must be funded by the applicant.

Staff recommends that the City Council approves the Resolution and allows Quad Knopf Inc. to be the designee to execute and file the Application with Kern COG for RSTP funding for the Widening of Downs Street between Ridgecrest Boulevard and Upjohn Avenue.

**FISCAL IMPACT: \$131,514.00**

Reviewed by Finance Director

**ACTION REQUESTED:**

Adopt A Resolution Authorizing The Filing Of Applications For Congestion Mitigation Air Quality (QMAQ) Funding; Committing The Necessary Local Match And Stating The Assurances To Complete The Projects By The City Of Ridgecrest And Authorizing Quad Knopf As The Designee To File The Application

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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**Resolution No. 15-**

**A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS FOR CONGESTION MITIGATION AIR QUALITY (CMAQ) FUNDING; COMMITTING THE NECESSARY LOCAL MATCH AND STATING THE ASSURANCE TO COMPLETE THE PROJECTS BY THE CITY OF RIDGECREST AND AUTHORIZING QUAD KNOFF AS THE DESIGNEE TO FILE THE APPLICATION**

**WHEREAS**, The CITY OF RIDGECREST (herein referred to as APPLICANT) is eligible to submit an application to the Kern Council of Governments (Kern COG) for \$1,146,592 in funding from the CMAQ program for the three projects: Paving the Sunland Street dirt road from Bowman Road to Dolphin Avenue, Paving the dirt road on the north half of Tamarisk Avenue from Inyo Street to Capehart Court, and Paving the shoulder on the south side of West Radar Avenue from Downs Street to Sunset Street (herein referred to as PROJECTS); and

**WHEREAS**, The APPLICANT has the financial capacity to complete, operate and maintain the project; and

**WHEREAS**, The APPLICANT will ensure that funds are required from other sources will be reasonably expected to be available on the time frame needed to carry out the projects; and

**WHEREAS**, The APPLICANT is authorized to execute and file the applications for funding the of PROJECTS under the CMAQ program.

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

1. The APPLICANT will provide the following minimum amounts in local matching funds:
  - a. Pave Sunland St. dirt road from Bowman Ave. to Dolphin Ave. - \$87,598
  - b. Pave dirt north half of Tamarisk Ave. from Inyo St. to Capehart Ct. - \$22,840
  - c. Pave shoulder south side of W. Rader Ave. from Downs St to Sunset St - \$21,076; and
2. The APPLICANT understands that the CMAQ funding for the projects is fixed at the approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional CMAQ funding; and
3. The APPLICANT understands the funding deadlines associated with these funds and will comply with the program implementation procedures described in Chapter 2 of the Kern COG Project Delivery Policies and Procedures manual; and
4. The PROJECTS will be implemented as described in the complete application and in this resolution and, if approved, for the amount programmed in the FTIP; and
5. The APPLICANT and the PROJECTS will comply with the requirements as set forth in the program; and
6. The APPLICANT authorizes Quad Knopf, Inc as our designee to file the application on behalf of the City of Ridgecrest.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of September 2015 by the following vote.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Peggy Breeden, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Ford, City Clerk

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**KERN COUNCIL OF GOVERNMENTS**  
**Congestion Mitigation and Air Quality (CMAQ) Program**  
**2015 PROJECT APPLICATION**

(1) Is the project included in a local agency-adopted resolution supporting the project?  YES  NO

(2) Does the proposed project meet basic eligibility requirements?  YES  NO

(3) Project background and justification. Explain the project in terms of the existing infrastructure, its impact for service, safety or any other issue that is relevant to the project. (Attach to application)

(4) Lead Agency: City of Ridgecrest, CA

(5) Project Description: Pave shoulder south side of Rader Avenue from Downs Street to Sunset Street

	Funding Type	PE	R/W	Const.	Total
Local	Gas Tax	\$ 3,764	\$ _____	\$ 17,313	\$ 21,076
Local	_____	\$ _____	\$ _____	\$ _____	\$ _____
State	_____	\$ _____	\$ _____	\$ _____	\$ _____
Federal	CMAQ	\$ 29,049	\$ _____	\$ 133,938	\$ 162,675

(7) Programming Year by Phase: PE: 2016-2017 R/W: \_\_\_\_\_ Const: 2016-2017

(8) VMT Reduction (annual miles): 0

(9) VOC Reduction (kg/day): 0

(10) NOx Reduction (kg/day): 0

(11) PM<sub>10</sub> Reduction (kg/day): 89.00

(12) PM<sub>2.5</sub> Reduction (Kg/day): 82.40

(13) CO Reduction (kg/day): 0

(14) Cost-Effectiveness (\$/lb): \$0.16

(15) Describe whether and how the project provides the four *Livability* benefits (see instructions); provide no more than a half page response for each benefit. (Attach to application)

(16) Hwy Peak Period LOS Before Project (AM/PM average): A

(17) Hwy Peak period LOS After Project (AM/PM average): A

(18) Bikeway Peak Period LOS Before Project (AM/PM average): A

(19) Bikeway Peak period LOS After Project (AM/PM average): A

(20) Pedestrian Peak period LOS Before Project (AM/PM average): A

(21) Pedestrian Peak period LOS After Project (AM/PM average): A

(22) After project Accident Rate: 0

(23) After project Fatality Rate: 0

(24) Avg. Accident Rate for similar facility: 0

(25) Avg. Fatality Rate for a similar facility: 0

(26) Is the project identified as a RACM/BACM?  YES  NO

**KERN COUNCIL OF GOVERNMENTS  
Congestion Mitigation and Air Quality (CMAQ) Program  
2015 PROJECT APPLICATION**

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Application completed by:  
Joel R. Joyner, PE, PLS - Quad Knopf

Phone Number:  
(661) 616-2600

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Date Completed:  
08/24/2015

E-mail:  
rickj@quadknopf.com

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Agency:  
City of Ridgecrest, CA

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Address:  
5080 California Avenue, Suite 220, Bakersfield, CA 93309-1697

---

Send completed application electronically on CD or flash drive with transmittal letter on agency letterhead to:

Attn: Joseph Stramaglia ❖ Kern Council of Governments  
1401 19th Street, Suite 300 ❖ Bakersfield, CA 93301

**KERN COUNCIL OF GOVERNMENTS**  
**Congestion Mitigation and Air Quality (CMAQ) Program**  
**2015 PROJECT APPLICATION**

(1) Is the project included in a local agency-adopted resolution supporting the project?  YES  NO

(2) Does the proposed project meet basic eligibility requirements?  YES  NO

(3) Project background and justification. Explain the project in terms of the existing infrastructure, its impact for service, safety or any other issue that is relevant to the project. (Attach to application)

(4) Lead Agency: City of Ridgecrest, CA

(5) Project Description: Pave Sunland Street dirt road from Bowman Avenue to Dolphin Avenue

	Funding Type	PE	R/W	Const.	Total
Local	Gas Tax	\$ 8,477	\$	\$ 79,121	\$ 87,598
Local		\$	\$	\$	\$
State		\$	\$	\$	\$
Federal	CMAQ	\$ 65,431	\$	\$ 610,687	\$ 676,118

(7) Programming Year by Phase: PE: 2016-2017 R/W: \_\_\_\_\_ Const: 2016-2017

(8) VMT Reduction (annual miles): 0

(9) VOC Reduction (kg/day): 0

(10) NOx Reduction (kg/day): 0

(11) PM<sub>10</sub> Reduction (kg/day): 113.31

(12) PM<sub>2.5</sub> Reduction (Kg/day): 104.91

(13) CO Reduction (kg/day): 0

(14) Cost-Effectiveness (\$/lb): \$0.52

(15) Describe whether and how the project provides the four *Livability* benefits (see instructions); provide no more than a half page response for each benefit. (Attach to application)

(16) Hwy Peak Period LOS Before Project (AM/PM average): C

(17) Hwy Peak period LOS After Project (AM/PM average): A

(18) Bikeway Peak Period LOS Before Project (AM/PM average): F

(19) Bikeway Peak period LOS After Project (AM/PM average): A

(20) Pedestrian Peak period LOS Before Project (AM/PM average): C

(21) Pedestrian Peak period LOS After Project (AM/PM average): A

(22) After project Accident Rate: 0

(23) After project Fatality Rate: 0

(24) Avg. Accident Rate for similar facility: 0

(25) Avg. Fatality Rate for a similar facility: 0

(26) Is the project identified as a RACM/BACM?  YES  NO

**KERN COUNCIL OF GOVERNMENTS  
Congestion Mitigation and Air Quality (CMAQ) Program  
2015 PROJECT APPLICATION**

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Application completed by:  
Joel R. Joyner, PE, PLS - Quad Knopf

Phone Number:  
(661) 616-2600

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Date Completed:  
08/24/2015

E-mail:  
rickj@quadknopf.com

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Agency:  
City of Ridgecrest, CA

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Address:  
5080 California Avenue, Suite 220, Bakersfield, CA 93309-1697

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Send completed application electronically on CD or flash drive with transmittal letter on agency letterhead to:

Attn: Joseph Stramaglia ❖ Kern Council of Governments  
1401 19th Street, Suite 300 ❖ Bakersfield, CA 93301



**KERN COUNCIL OF GOVERNMENTS**  
**Congestion Mitigation and Air Quality (CMAQ) Program**  
**2015 PROJECT APPLICATION**

(1) Is the project included in a local agency-adopted resolution supporting the project?  YES  NO

(2) Does the proposed project meet basic eligibility requirements?  YES  NO

(3) Project background and justification. Explain the project in terms of the existing infrastructure, its impact for service, safety or any other issue that is relevant to the project. (Attach to application)

(4) Lead Agency: City of Ridgecrest, CA

(5) Project Description: Pave dirt north half of Tamarisk Avenue from Inyo St to 100 feet west of Capehart Ct/

(6)	Funding Type	PE	R/W	Const.	Total
Local	<u>Gas Tax</u>	<u>\$ 3,384</u>	<u>\$</u>	<u>\$ 19,456</u>	<u>\$ 22,840</u>
Local	<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
State	<u></u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Federal	<u>CMAQ</u>	<u>\$ 26,116</u>	<u>\$</u>	<u>\$ 150,169</u>	<u>\$ 176,285</u>

(7) Programming Year by Phase: PE: 2016-2017 R/W:  Const: 2016-2017

(8) VMT Reduction (annual miles): 0

(9) VOC Reduction (kg/day): 0

(10) NOx Reduction (kg/day): 0

(11) PM<sub>10</sub> Reduction (kg/day): 29.67

(12) PM<sub>2.5</sub> Reduction (Kg/day): 27.47

(13) CO Reduction (kg/day): 0

(14) Cost-Effectiveness (\$/lb): \$0.52

(15) Describe whether and how the project provides the four *Livability* benefits (see instructions); provide no more than a half page response for each benefit. (Attach to application)

(16) Hwy Peak Period LOS Before Project (AM/PM average): B

(17) Hwy Peak period LOS After Project (AM/PM average): A

(18) Bikeway Peak Period LOS Before Project (AM/PM average): B

(19) Bikeway Peak period LOS After Project (AM/PM average): A

(20) Pedestrian Peak period LOS Before Project (AM/PM average): B

(21) Pedestrian Peak period LOS After Project (AM/PM average): A

(22) After project Accident Rate: 0

(23) After project Fatality Rate: 0

(24) Avg. Accident Rate for similar facility: 0

(25) Avg. Fatality Rate for a similar facility: 0

(26) Is the project identified as a RACM/BACM?  YES  NO

**KERN COUNCIL OF GOVERNMENTS  
Congestion Mitigation and Air Quality (CMAQ) Program  
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**CITY COUNCIL / REDEVELOPMENT SUCCESSOR AGENCY / FINANCING  
AUTHORITY/HOUSING AUTHORITY AGENDA ITEM**

**SUBJECT:**

Hiring Freeze for the Remainder of Fiscal Year 2015-16

**PRESENTED BY:**

Dennis Speer, City Manager

**SUMMARY:**

The purpose of this item is for the City Council to invoke a hiring freeze for the remainder of Fiscal Year 2015-16.

At the regular Council meeting of August 19, 2015, the City Council approved an amended budget for the current fiscal year. The amendment was necessary to reduce the expenditures in order to balance the budget. In conjunction with the approval, the Council recommended that an immediate hiring freeze be implemented. Further, the Council directed staff to return with a Resolution stipulating the hiring freeze.

The attached Resolution provides for the prohibition of new hires and filling current, vacant General Fund positions during the remainder of this fiscal year. Any essential position vacancies occurring during the freeze may be filled subject to the review and approval of the City Manager.

**FISCAL IMPACT:**

To be determined

**ACTION REQUESTED:**

Approve the Resolution that imposes a hiring freeze for the remainder of Fiscal Year 2015-16.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Dennis Speer

Action Date: September 2, 2015

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**RESOLUTION NO. 15-**

**A RESOLUTION TO APPROVE A HIRING FREEZE FOR THE  
REMAINDER OF FISCAL YEAR 2015-16**

**WHEREAS**, the City of Ridgecrest declared a fiscal emergency in 2012; and

**WHEREAS**, the City of Ridgecrest is still impacted by that adverse economic condition; and

**WHEREAS**, the budget for Fiscal Year 2015-16 is financially constrained; and

**WHEREAS**, the current year expenditures must be contained.

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

1. Approves the prohibition of new hires and filling current, vacant General Fund positions during the remainder of this fiscal year.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of September 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

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Peggy Breeden, Mayor

ATTEST:

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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 Approving The Expenditure Of Parks And Recreation Developer Impact Fees For Capital Improvements At Leroy Jackson Park

**PRESENTED BY:**

Jason Patin

**SUMMARY:**

The City of Ridgecrest Parks and Recreation Department is proposing to make capital improvements to Leroy Jackson Park using available developer impact fees. The requested improvements will be to an existing water well in the park.

The total cost of the project will be \$31,900.00.

Staff recommends the approval of this expenditure.

**FISCAL IMPACT:**

No fiscal impact to the general fund.

The impact to the Parks & Recreation impact fee account will be \$31,900.00.

Reviewed by Finance Director

**ACTION REQUESTED:**

Adopt A Resolution Of The City Of Ridgecrest City Council Approving The Expenditure Of The Parks And Recreation Impact Fees In The Amount Of \$31,900.00 For Capital Improvements To Leroy Jackson Park

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested

Submitted by: Jason Patin

Action Date: September 2, 2015

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**RESOLUTION NO. 15-**

**A RESOLUTION TO APPROVE THE EXPENDITURE OF PARKS & RECREATION IMPACT FEES FOR CAPITAL IMPROVEMENTS TO LEROY JACKSON PARK IN THE AMOUNT OF \$31,900.00**

**WHEREAS**, the City of Ridgecrest has collected Parks & Recreation impact fees from residential construction projects; and

**WHEREAS**, the City of Ridgecrest has the need to do capital improvements to Leroy Jackson Park; and

**WHEREAS**, the Parks and Recreation impact fees are available for such projects; and

**WHEREAS**, the expenditures will not affect the general fund.

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

1. Approves the expenditure of Parks & Recreation impact fees for capital improvements to Leroy Jackson park in the amount of \$31,900.00

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of September 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

\_\_\_\_\_  
Peggy Breeden, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Ford, City Clerk

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

**SUBJECT:**

Approve A Resolution For The Reallocation of \$350,000 of Tax Allocation Bond (TAB) funds from the Economic Development Allocation to Public Works / Street Improvements

**PRESENTED BY:**

Gary Parsons

**SUMMARY:**

City Council at its regularly scheduled meeting of August 19, 2015 desired to move \$350,000 from Economic Development allocated TAB funds to the public works budget for use in the improvement and development of streets within the city.

This amount will replace the Public Works Department loss of a similar amount of funding from Measure L which was relocated to support the police department.

**FISCAL IMPACT:**

None to the General Fund

**ACTION REQUESTED:**

Approval Of A Resolution Reallocating \$350,000 Of TAB Funds From Economic Development To Public Works /Street Improvements

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Review and Comment :

Submitted by: G. Parsons  
(Rev 2/13/12)

Action Date: September 2, 2015

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**RESOLUTION NO. 15-xx**

**A RESOLUTION OF THE CITY OF RIDGECREST CITY COUNCIL  
APPROVING THE TRANSFER OF \$350,000 IN TAX ALLOCATION BOND  
(TAB) FUNDS FROM ECONOMIC DEVELOPMENT TO PUBLIC WORKS FOR  
STREET REPAIRS AND IMPROVEMENTS**

**WHEREAS**, the City of Ridgecrest City Council has meet and has duly considered the transfer of \$350,000 from the current TAB allocation for Economic Development; and

**WHEREAS**, the City of Ridgecrest City Council desires to \$350,000 to the Public Works Department for street repairs and improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF RIDGECREST CITY COUNCIL AS FOLLOWS:**

1. The City of Ridgecrest City Council finds and determines that the foregoing recitals are true and correct; and

2. The City of Ridgecrest City Council approves the reallocation of \$350,000 in TAB funding from the Economic Development allocation to the Public Works Department for the repair and improvement of city streets.

**PASSED, APPROVED, AND ADOPTED** at a meeting of the Ridgecrest City Council, held on this 2<sup>nd</sup> day of September, 2015 by the following vote, to wit:

Ayes:

Noes:

Absent:

Abstain:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, CMC, City Clerk

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**10**

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

**SUBJECT:**

Review And Approve Recognized Obligations Payment Schedule (ROPS) 2015-16B Of The Former Ridgecrest Redevelopment Agency And Approval of Resolution

**PRESENTED BY:**

Gary Parsons

**SUMMARY:**

The City Council at their regular meeting of January 11, 2012 adopted Resolution No 12-02, electing to serve as the Successor Agency to the prior Ridgecrest Redevelopment Agency and making certain findings in connection therewith.

The staff has prepared the Ridgecrest Redevelopment Successor Agency Recognized Obligations Payment Schedule (ROPS) 2015-16B of the prior Ridgecrest Redevelopment Agency and is recommending approval by the Successor Agency and its approval for presentation for review and adoption by Resolution to the Oversight Board.

The Recognized Obligations Payment Schedule (ROPS) 2015-16B is for the period of January 1, 2015 through June 30, 2016.

Staff will provide an overview and respond to any questions of the council concerning the (ROPS) 2015-16B and recommends approval for submitting to the Oversight Board and then to the State of California Department of Finance (DOF).

**FISCAL IMPACT:** Funding of Recognized Obligations of the Successor Agency

**ACTION REQUESTED:**

Review and approval of ROPS 2015-16B and Corresponding Resolution

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Review and Comment :

Submitted by: G. Parsons  
(Rev 2/13/12)

Action Date: September 2, 2015

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**RESOLUTION NO. 15 - XX**

**A RESOLUTION OF THE CITY OF RIDGECREST SUCCESSOR REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 2015-16B**

**WHEREAS**, the Ridgecrest Successor Redevelopment Agency has met and has duly considered a Draft Recognized Obligation Payment Schedule (ROPS) for the period January 1, 2016 through June 30, 2016 in the form submitted by the Successor Agency staff (the "Draft ROPS15-16B"); and

**WHEREAS**, prior to its meeting on September 2, 2015, the members of the Ridgecrest Successor Redevelopment Agency have been provided with copies of the Draft ROPS15-16B and instruments referenced in the Draft ROPS15-16B; and

**WHEREAS**, the Ridgecrest Successor Redevelopment Agency has reviewed the Draft ROPS15-16B and those instruments referenced in the Draft ROPS15-16B; and

**WHEREAS**, the Ridgecrest Successor Redevelopment Agency desires to express and memorialize its approval of the Draft ROPS15-16B with this Resolution.

**NOW THEREFORE, BE IT RESOLVED** by the Ridgecrest Successor Redevelopment Agency, as follows:

**SECTION 1.** The Ridgecrest Successor Redevelopment Agency finds and determines that the foregoing recitals are true and correct.

**SECTION 2.** The Ridgecrest Successor Redevelopment Agency approves as the Recognized Obligation Payment Schedule for the period January 1, 2016 through June 30, 2016.

**SECTION 3.** The Successor Agency is authorized and directed to submit the ROPS15-16B to the Ridgecrest Oversight Board for its review and approval for submission to the California Department of Finance.

**SECTION 4.** The Successor Agency shall maintain on file as a public record this Resolution and the ROPS15-16B as approved hereby.

**PASSED, APPROVED, AND ADOPTED** at a meeting of the Ridgecrest City Council, held on this the 2<sup>nd</sup> day of September, 2015 by the following vote, to wit:

Ayes:  
Noes:  
Absent:  
Abstain:

---

Peggy Breeden, Mayor

ATTEST:

---

Rachel J. Ford, CMC, City Clerk

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**Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary**

Filed for the January 1, 2016 through June 30, 2016 Period

Name of Successor Agency: Ridgecrest  
 Name of County: Kern

<b>Current Period Requested Funding for Outstanding Debt or Obligation</b>		<b>Six-Month Total</b>
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):</b>		<b>\$ -</b>
A	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	-
<b>E Enforceable Obligations Funded with RPTTF Funding (F+G):</b>		<b>\$ 4,040,157</b>
F	Non-Administrative Costs (ROPS Detail)	3,915,157
G	Administrative Costs (ROPS Detail)	125,000
<b>H Total Current Period Enforceable Obligations (A+E):</b>		<b>\$ 4,040,157</b>

<b>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
I	Enforceable Obligations funded with RPTTF (E):	4,040,157
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(1,100)
<b>K Adjusted Current Period RPTTF Requested Funding (I-J)</b>		<b>\$ 4,039,057</b>

<b>County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
L	Enforceable Obligations funded with RPTTF (E):	4,040,157
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
<b>N Adjusted Current Period RPTTF Requested Funding (L-M)</b>		<b>4,040,157</b>

Certification of Oversight Board Chairman:  
 Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

_____	
Name	Title
/s/ _____	
Signature	Date

Ridgecrest Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail  
 January 1, 2016 through June 30, 2016  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K					P
										Funding Source					
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired						
								\$ 39,445,118							\$ 4,040,157
2	2005 COP (Building Lease)	Bonds Issued On or Before 12/31/10	11/1/2005	3/1/2026	U.S. Bank via City of	Building Lease	Ridgecrest RDA	6,395,000	N				609,519		\$ 609,519
3	2010 Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	6/2/2010	6/30/2037	U.S. Bank	Bonds issued to fund housing/non projects	Ridgecrest RDA	28,990,000	N				1,910,634		\$ 1,910,634
4	Jail Operations/Maintenance	Miscellaneous	1/17/1990	6/30/2015	Kern County	Jail Operations/RDA settlement Agreement	Ridgecrest RDA		N				-		\$ -
6	Agency held property	Property Maintenance	1/1/2014	6/30/2015	IWV Water District	Assessment District Special Tax	Ridgecrest RDA		N				-		\$ -
8	2005 COP (Building Lease)	Fees	11/1/2005	3/1/2026	BLX Group LLC	Arbitrage Analysis Report	Ridgecrest RDA	1,500	N				1,500		\$ 1,500
9	Continuing Disclosure Reporting	Fees	11/1/2005	6/30/2037	Rosenow Spevacek Group	Annual Bond Reporting Requirement	Ridgecrest RDA	5,500	N				5,000		\$ 5,000
10	2005 COP (Building Lease)	Fees	11/1/2005	3/1/2026	U.S. Bank	Bond Administration Fee	Ridgecrest RDA	1,200	N				1,200		\$ 1,200
11	Bond Project Management	Project Management Costs	7/1/2013	6/30/2015	Project Management consultant	Bond Project Management	Ridgecrest RDA	145,681	N				76,681		\$ 76,681
12	Legal Cost	Legal	1/1/2014	6/30/2015	Stradling Yocca, Carlson	Attorney Bond Assistance	Ridgecrest RDA		N						\$ -
13	Employee Costs	Admin Costs	1/1/2014	6/30/2015	Various City Employees	Successor Agency & Debt Administration Costs	Ridgecrest RDA		N					125,000	\$ 125,000
15	Attorney Fees	Admin Costs	1/1/2014	6/30/2015	Lemieux & O'neil	Legal Assistance (litigating )	Ridgecrest RDA		N						\$ -
17	Wastewater Loan	City/County Loans On or Before 6/27/11	6/19/2002	6/30/2015	Ridgecrest WasteWater Fund	Loan to Build Business Park Infrastructure	Ridgecrest RDA		N						\$ -
18	Wastewater Loan	City/County Loans On or Before 6/27/11	11/3/2010	11/3/2015	Ridgecrest WasteWater Fund / City of Ridgecrest	Loan to Finance Solar Park	Ridgecrest RDA	2,504,615	N				634,001		\$ 634,001
20	2002 Tax Allocation Bonds	Fees	1/1/2014	6/30/2015	BLX Group LLC	Arbitrage Analysis Report	Ridgecrest RDA		N						\$ -
21	2010 Tax Allocation Bonds	Fees	1/1/2014	6/30/2038	BLX Group LLC	Arbitrage Analysis Report	Ridgecrest RDA		N						\$ -
23	2010 Tax Allocation Bonds	Fees	1/1/2014	6/30/2037	U.S. Bank	Fiscal Agent Fees	Ridgecrest RDA		N						\$ -
27	PMP impletenation	Fees	12/15/2013	6/30/2015	Kosmont assoc.	Consultant Fees			N						\$ -
28	Ridgecrest Housing Authority	Admin Costs	1/1/2014	6/30/2015	Ridgecrest Housing Authority	Housing Agency Administration Costs allocations per AB 471		600,000	N				75,000		\$ 75,000
29	Kern County Superintendent of Schools(KCSOS)	Miscellaneous	1/1/2008	1/1/2011	kern county schools	ab1290 passthrough			N						\$ -
30	Kern Community College District	Miscellaneous	1/1/2008	6/30/2011	Kern Community College District	HSC 33676 pass through payments	Ridgecrest RDA	310,540	N				310,540		\$ 310,540
31	Kern Community College District	Miscellaneous	1/1/2008	6/30/2011	Kern Community College District	HSC 33607.7 pass through payments	Ridgecrest RDA	90,471	N				90,471		\$ 90,471
32	ROPS 13-14B	RPTTF Shortfall	1/1/2014	6/30/2014	City of Ridgecrest	RPTTF Shortfall - ROPS 13-14B	Ridgecrest RDA	48,427	N				48,427		\$ 48,427
33	Retirement Unfunded Liability	Unfunded Liabilities	7/1/2014	6/30/2015	CalPERS	Pension Unfunded Liability	Ridgecrest RDA	328,368	N				128,368		\$ 128,368
34	OPEB Unfunded Liability	Unfunded Liabilities	7/1/2014	6/30/2015	CalPERS	OPEB Unfunded Liability	Ridgecrest RDA	23,816	N				23,816		\$ 23,816
35									N						\$ -
36									N						\$ -
37									N						\$ -
38									N						\$ -
39									N						\$ -
40									N						\$ -
41									N						\$ -
42									N						\$ -
43									N						\$ -
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53									N						\$ -
54									N						\$ -
55									N						\$ -
56									N						\$ -

**Ridgecrest Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances**  
**(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [\[ INSERT URL LINK TO CASH BALANCE TIPS SHEET \]](#)

A	B	C	D	E	F	G	H	I	
		<b>Fund Sources</b>							
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>		<b>Other</b>	<b>RPTTF</b>		
	<b>Cash Balance Information by ROPS Period</b>	Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	<b>Comments</b>	
<b>ROPS 14-15B Actuals (01/01/15 - 06/30/15)</b>									
1	<b>Beginning Available Cash Balance (Actual 01/01/15)</b>	19,552,433				3,000	301,292		
2	<b>Revenue/Income (Actual 06/30/15)</b> RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015	38,330					2,651,677		
3	<b>Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15)</b> RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	3,009,118					2,966,670	Included in C3 is \$6 coming from the Bond Trust Account to pay portion of the authorized 2010 TAB interest payment (item 3 in PPA)	
4	<b>Retention of Available Cash Balance (Actual 06/30/15)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	2,873,736							
5	<b>ROPS 14-15B RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S	No entry required						1,100	
6	<b>Ending Actual Available Cash Balance</b> C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 13,707,909	\$ -	\$ -	\$ -	\$ 3,000	\$ (14,801)		
<b>ROPS 15-16A Estimate (07/01/15 - 12/31/15)</b>									
7	<b>Beginning Available Cash Balance (Actual 07/01/15)</b> (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 16,581,645	\$ -	\$ -	\$ -	\$ 3,000	\$ (13,701)		
8	<b>Revenue/Income (Estimate 12/31/15)</b> RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during June 2015						1,258,973		
9	<b>Expenditures for ROPS 14-15B Enforceable Obligations (Estimate 12/31/15)</b>						1,292,161		
10	<b>Retention of Available Cash Balance (Estimate 12/31/15)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	2,873,736							
11	<b>Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)</b>	\$ 13,707,909	\$ -	\$ -	\$ -	\$ 3,000	\$ (46,889)		

Ridgecrest Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments  
 Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)  
 (Report Amounts in Whole Dollars)

**ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA):** Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	Non-RPTTF Expenditures						RPTTF Expenditures								T	RPTTF Expenditures						AB						
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin				Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	Non-Admin CAC		Admin CAC		Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)							
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available			Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)	SA Comments			Net Lesser of Authorized / Available	Actual	Difference	Net Lesser of Authorized / Available	Actual	Difference
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,842,776	\$ 2,827,969	\$ 2,827,969	\$ 2,841,676	\$ 1,100	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ 1,100											
2	2005 COP (Building)	-	-	-	-	-	-	598,519	598,519	\$ 598,519	\$ 598,519	\$ -																	
3	2010 Tax Allocation	-	-	-	-	-	-	1,945,697	1,930,890	\$ 1,930,890	\$ 1,945,697	\$ -																	
4	Jail Operations/Maintenance	-	-	-	-	-	-			\$ -	\$ -	\$ -																	
6	Agency held property	-	-	-	-	-	-			\$ -	\$ -	\$ -																	
8	2005 COP (Building Lease)	-	-	-	-	-	-	1,800	1,800	\$ 1,800	\$ 1,500	\$ 300																	
9	Continuing Disclosure Reporting	-	-	-	-	-	-	5,000	5,000	\$ 5,000	\$ 5,000	\$ -																	
10	2005 COP (Building Lease)	-	-	-	-	-	-	2,000	2,000	\$ 2,000	\$ 1,200	\$ 800																	
11	Project Management	-	-	-	-	-	-	69,000	69,000	\$ 69,000	\$ 69,000	\$ -																	
12	Legal Cost	-	-	-	-	-	-			\$ -	\$ -	\$ -																	
13	Employee Costs	-	-	-	-	-	-			\$ -	\$ -	\$ -																	
15	Attorney Fees	-	-	-	-	-	-			\$ -	\$ -	\$ -																	
17	Wastewater Loan	-	-	-	-	-	-	202,760	202,760	\$ 202,760	\$ 202,760	\$ -																	
18	Wastewater Loan	-	-	-	-	-	-			\$ -	\$ -	\$ -																	
20	2002 Tax Allocation Bonds	-	-	-	-	-	-			\$ -	\$ -	\$ -																	
21	2010 Tax Allocation Bonds	-	-	-	-	-	-			\$ -	\$ -	\$ -																	
23	2010 Tax Allocation Bonds	-	-	-	-	-	-			\$ -	\$ -	\$ -																	
27	PMP Implementation	-	-	-	-	-	-	18,000	18,000	\$ 18,000	\$ 18,000	\$ -																	
28	Ridgecrest Housing Authority	-	-	-	-	-	-			\$ -	\$ -	\$ -																	

**ROPS 14-15B CAC PPA:** To be completed by the CAC upon submittal of the ROPS 15-16B by the SA to Finance and the CAC. Note that CACs will need to enter their own formulas at the line item level pursuant to the manner in which they calculate the PPA. Also note that the Admin amounts do not need to be listed at the line item level and may be entered as a lump sum.



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

**SUBJECT:**

A Resolution Of The Ridgecrest City Council Authorizing The Destruction Of Certain Records As Prescribed By The Secretary Of State's Local Government Records Program

**PRESENTED BY:**

Tyrell Staheli, Finance Director

**SUMMARY:**

The Local Government Records Management Guidelines as published by the California Secretary of State dated February 2006 was used to determine the retentions schedules of our records. This resolution authorizes the destruction of certain accounting records that have been identified as no longer useful to or needed by the City. These records are listed below.

Adherence to the retention program, as published by the Secretary of State, will promote the efficient and cost effective conduct of the city's business by reducing the number of records that the city retains, eliminating the unnecessary retention of duplicate or obsolete records, reducing the need for filing equipment and storage space, facilitating the retrieval of records and establishing a tradition of good records management.

Type of Record	Destruct Instructions	Number of Boxes
Month Ends, Budget Adjustments, Adjusting Journals	FY10 and Before	2
Cash Receipts	FY10 and Before	4
Accounts Payable	FY10 and Before	13
Accounts Receivable	FY10 and Before	3
		Total: 22

**FISCAL IMPACT:**

None. There is no cost for the destruction of these records.  
Reviewed by: Finance Director

**ACTION REQUESTED:**

Authorize the destruction of all originals and copies of the documents as listed.

**CITY MANAGER 'S RECOMMENDATION:**

Action as requested:

Submitted by: Kelly Morrison

Action Date: September 2, 2015

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**RESOLUTION NO. 15-**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS AS PRESCRIBED BY THE SECRETARY OF STATE'S LOCAL GOVERNMENT RECORDS PROGRAM**

**WHEREAS**, Government Code Section 34090 et.seq. sets forth certain legal requirements relating to the retention of certain municipal records; and

**WHEREAS**, other Codes, both State and Federal, also specify other retention requirements for specific public records; and

**WHEREAS**, Senate Bill 742 (Brulte) went into effect January 1, 2000, and created a new Local Government Records Program, to be administered by the California State Archives for the purpose of establishing guidelines for local government records retention and providing archival support to local agencies in this state. The bill requires the Secretary of State to establish, publish, update, and maintain on a permanent basis guidelines for local government records retention, including monitoring and reviewing changes in state laws and administrative regulations that pertain to said records retention; and

**WHEREAS**, this Council recognizes that, notwithstanding their legal value, certain records of the city have longer administrative, operational, evidential and historic value; and

**WHEREAS**, it is appropriate and feasible to deal with public and other administrative records in a responsible, economic and timely manner.

**NOW, THEREFORE, BE IT RESOLVED** the Ridgecrest City Council hereby authorizes and instructs the City Clerk and the Finance Department to destroy all the originals and copies of the records listed above.

**APPROVED AND ADOPTED** this 2nd day of September 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Peggy Breeden, Mayor

ATTEST

\_\_\_\_\_  
Rachel J. Ford, CMC, City Clerk

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

**SUBJECT:**

Discussion of the Agenda Format for City Council Meetings

**PRESENTED BY:**

Peggy Breeden, Mayor

**SUMMARY:**

The purpose of this item is for the City Council to discuss the format of the City Council Meeting Agenda.

At the regular Council meeting of August 19, 2015, Council members indicated a concern regarding the placement of certain actions on the agenda. Council further requested that this concern be brought back for discussion. This item allows the Council to discuss the current agenda format, consider appropriate changes, and revise the format to address any concerns.

**FISCAL IMPACT:** None.

**ACTION REQUESTED:**

Discuss the Agenda Format for City Council Meetings

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Dennis Speer

Action Date: September 2, 2015

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

**SUBJECT:**

Request for Sponsorship of the Petroglyph Rock Art Festival from the City of Ridgecrest

**PRESENTED BY:**

Peggy Breeden, Mayor

**SUMMARY:**

Once again a Petroglyph Rock Art Festival will be held in November 2015. Business leaders from the Ridgecrest community are planning the Petroglyph Rock Art Festival to highlight the rock art in the area and to brand the Ridgecrest area as the rock art capital of North America. With the Petroglyphs in Little Petroglyph Canyon, the area is widely known for having some of the finest Petroglyphs in North America and Little Petroglyph Canyon is designated as a national historic landmark.

The festival has been established as an annual event and is a tremendous draw to bring tourists to the Ridgecrest area to stay in our hotels, eat in our restaurants and shop at local businesses. Once tourists have been to Ridgecrest, we envision many of them coming back again because there is much to see within a short drive of the Ridgecrest area.

The City of Ridgecrest budgeted \$10,000 for community outreach events. Council recently committed \$2,000 of the original \$10,000 to be used for the upcoming USO Event. RACVB is requesting that the remaining \$8,000 be allocated for the Petroglyph Rock Art Festival, along with, in-kind services including the use of Kerr McGee facilities, traffic control, and crowd control.

As a City sponsored event, the City's General Liability Insurance coverage is available at no additional cost to the City.

**FISCAL IMPACT:**

\$8,000

Reviewed by Finance Director

**ACTION REQUESTED:**

Approve The Resolution That Declares The Petroglyph Rock Art Festival A Signature Event And Allocates \$8,000.00 In Funding For The Event.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Rachel Ford  
(Rev. 02/13/12)

Action Date: September 2, 2015

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**RESOLUTION NO. 15-**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL SUPPORTING THE 2015 PETROGLYPH FESTIVAL AS A SIGNATURE EVENT OF THE CITY AND CONSIDER ALLOCATING FUNDING FROM THE FISCAL YEAR 2015-2016 BUDGET TO SUPPORT THE EVENT**

**WHEREAS**, the City recognizes and acknowledges the importance of public events that serve to enrich the civic, charitable, cultural, economic, athletic, and education of the community; and,

**WHEREAS**, the City encourages support of public events that provide the community and visitors these enrichments; and,

**WHEREAS**, the City desires to support the 2015 Petroglyph Festival as a signature event and consider allocating funding and in-kind services in the Fiscal Year 2015-2016 budget to assist with costs associated with holding a signature event in the community; and,

**WHEREAS**, the City can benefit from a successful Signature Event, with increased revenues from tourism.

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

1. Declare that the 2015 Petroglyph Festival is a Signature Event for the City of Ridgecrest; and,
2. Commit to allocating funding in the amount of \$8,000.00 for Fiscal Year 2015-2016, to assist local agencies with costs associated with holding the event; and
3. Commit to providing in-kind services in an amount to be determined.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of September, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, CMC, City Clerk

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