



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

**AGENDA**

**Wednesday**

**Regular**

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

**December 18, 2013**

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

**(760) 499-5000**

**Daniel O. Clark, Mayor  
Marshall 'Chip' Holloway, Mayor Pro Tempore  
James Sanders, Council Member  
Lori Acton, Council Member  
Steven P. Morgan, Council Member**

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LAST ORDINANCE NO. 13-04  
LAST RESOLUTION CITY COUNCIL NO. 13-97  
LAST RESOLUTION FINANCING AUTHORITY NO. 13-xx  
LAST RESOLUTION OF THE HOUSING AUTHORITY NO. 13-xx  
LAST RESOLUTION OF THE SUCCESSOR REDEVELOPMENT AGENCY NO. 13-xx

## **CITY OF RIDGECREST**

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

#### **AGENDA**

Regular Council  
Wednesday December 18, 2013

**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**

**AGENDA - CITY COUNCIL - REGULAR**

**December 18, 2013**

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**CLOSED SESSION**

- GC54956.9(d)(1) Conference with Legal Counsel – Liability Claim of John M. Speredelozzi, Claim No. 13-12
- GC54956.9(d)(1) Conference with Legal Counsel – Existing Litigation – City of Ridgecrest v. William Dale Howard
- GC54956.9(d)(1) Conference with Legal Counsel – Existing Litigation – William Dale Howard v. City of Ridgecrest
- GC54956.9(d)(1) Conference with Legal Counsel – City of Ridgecrest v. Matasantos
- GC54956.9(d)(1) Conference with Legal Counsel – Existing Litigation – Jim Hellebrandt, dba Hi-Desert Construction v. City of Ridgecrest
- GC54956.9(d)(2) Conference with Legal Counsel – Potential Litigation – Public Disclosure of Litigant Would Prejudice the City of Ridgecrest

**REGULAR SESSION – 6:00 p.m.**

- Pledge Of Allegiance
- Invocation

**CITY ATTORNEY REPORT**

- Closed Session
- Other

**PUBLIC COMMENT**

**PRESENTATIONS**

1. Kern County Presentation Of The Fremont Valley Preservation Project  
Lorelie Oviatt
2. Presentations Of A Proclamation And Certificates Of Appreciation To IWV Seniors Football Team Honoring Their Championship Achievement  
Holloway
3. Council Presentation Of Service Awards To Staff Members Who Have Attained Employment Milestones  
Clark
4. Presentation Of The Pavement Management Study  
Speer

**AGENDA - CITY COUNCIL - REGULAR**

**December 18, 2013**

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**CONSENT CALENDAR**

5. Adopt A Resolution Of The Ridgecrest City Council Releasing A Deferred Street Improvement Covenant From Parcels 1, 2, 3 & 4 Of Parcel Map 7124 In The City Of Ridgecrest, County Of Kern, State Of California And Authorizing The City Manager To Sign The Release Of Covenant Culp
6. Adopt A Resolution Authorizing The City Manager To Sign A Deferred Lien Agreement For Street Improvements For 1435 North Downs Street To Be Attached To The Parcel And Direct The City Clerk To Record The Lien Agreement With The County Recorder's Office Culp
7. Adopt A Resolution Allocating \$375,000 Of Tax Allocation Bond (TAB) Funds For The Power Pole Relocation Associated With The West Ridgecrest Boulevard Project Between Mahan Avenue And Downs Street And Authorize The City Manager, Dennis Speer To Sign The Southern California Edison Utility Relocation Agreement Contingent Upon The City Attorney's Review And Approval Culp
8. Approve A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 032-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385r And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering Of The Upgrade To Signals At Seven Intersections Throughout The City Of Ridgecrest Speer
9. Approve A Resolution Requesting Authorization To Enter Into Program Supplement Agreement No. 033-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385r And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering Of The Upgrade Traffic Signals And Pavement Markings At Twelve Intersections Throughout The City Of Ridgecrest Speer
10. Adopt A Resolution Formally Approving The Procedure For Establishing Strategic Planning Priority Goals For The City Of Ridgecrest Speer
11. Approve A Minute Motion Authorizing A Letter Of Opposition For The Fremont Valley Preservation Project To The Kern County Board Of Supervisors Speer
12. Adopt A Resolution Authorizing A Loan Agreement Between The City Of Ridgecrest And The Ridgecrest Area Convention And Visitors Bureau McQuiston

**AGENDA - CITY COUNCIL - REGULAR**

**December 18, 2013**

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**13. Approval Of Draft Minutes Of The Regular Council Meeting Dated December 4, 2013** Ford

**14. Approval Of Draft Minutes Of The Special Council Meeting Dated December 6, 2013** Ford

**DISCUSSION AND OTHER ACTION ITEMS**

**15. Codification Committee Update And New Member Appointment** Sanders

**16. Receive And File The Ridgecrest Area Convention And Visitors Bureau (RACVB) Tourism Improvement District Annual Report** Leuck

**17. Approve A Minute Motion Authorizing City Council Of The City Of Ridgecrest To Issue A Letter Of Support For Quad State Association To The Kern County Board Of Supervisors** Morgan

**COMMITTEE REPORTS**

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

Members: Jim Sanders, Dan Clark  
Meetings: 3<sup>rd</sup> Tuesday of the Month at 4:00 P.M., Kerr-McGee Center  
Next Meeting: To Be Announced

**Veterans Advisory Committee**

Members: Dan Clark  
Meetings: 1<sup>st</sup> and 3<sup>rd</sup> Monday of the Month At 6:00 p.m., Council Conference Room  
Next Meeting: To Be Announced

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

Members: Chip Holloway  
Meetings: 1<sup>st</sup> Wednesday Of The Month, 8:00 A.M.  
Next Meeting: Date and location to be announced

**OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

**CITY MANAGER REPORT**

**MAYOR AND COUNCIL COMMENTS**

**ADJOURNMENT**



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# Fremont Valley Preservation Water Bank and Solar Project by AquaHelio Resources, LLC

Presentation to Ridgecrest City Council

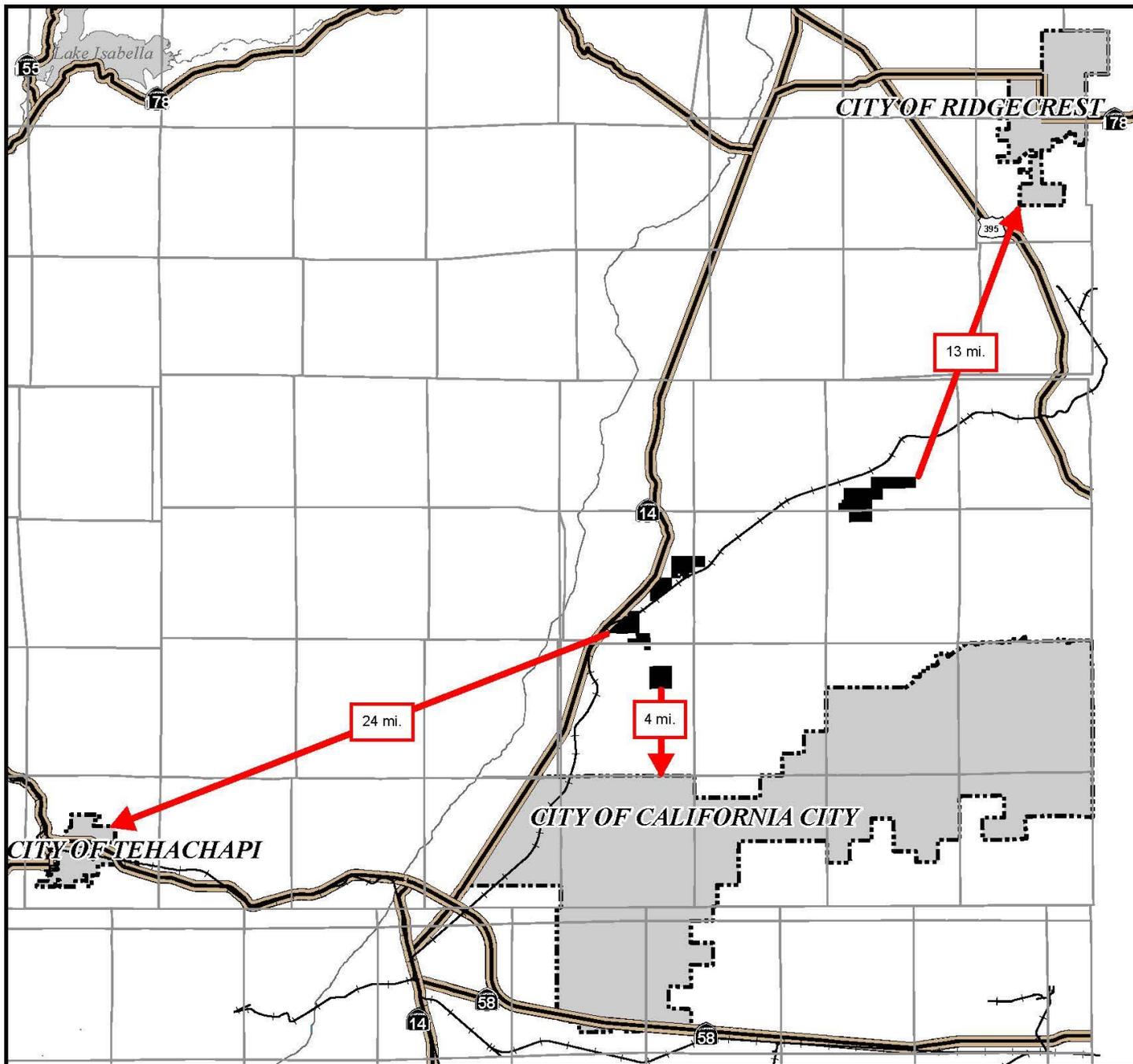
Lorelei H. Oviatt, AICP Director  
Kern County Planning

And Community Development Department

661-862-8866 [Loreleio@co.kern.ca.us](mailto:Loreleio@co.kern.ca.us)

December 18, 2013





GPA 2, ZCC 3,  
 CUP 1, CUP 2,  
 Map 114;  
 GPA 3, ZCC 13,  
 CUP 13, CUP 14,  
 Map 133;  
 GPA 2, CUP 4,  
 Map 134;  
 GPA 2, CUP 1,  
 Map 135;  
 GPA 3, ZCC 9,  
 CUP 12, CUP 13,  
 Map 152;  
 Land Use Contract  
 Cancellation 12-2

### Cities Vicinity Map

Fremont Valley  
 Preservation Project  
 by  
 AquaHelio  
 Resources, LLC

#### Legend

- City Limits
- Township/Range
- KernHwys
- FVPP Sites

\* Distances are approximate.



Kern County  
 Planning & Community  
 Development Department



General Plan  
Amendment

Consistency  
Zone Change

Conditional  
Use Permit for  
Solar Project

Conditional  
Use Permit for  
Temp Batch  
Plant

Williamson Act  
Land Use  
Contract  
Cancellation

# Applications

Certification  
Environmental  
Impact Report

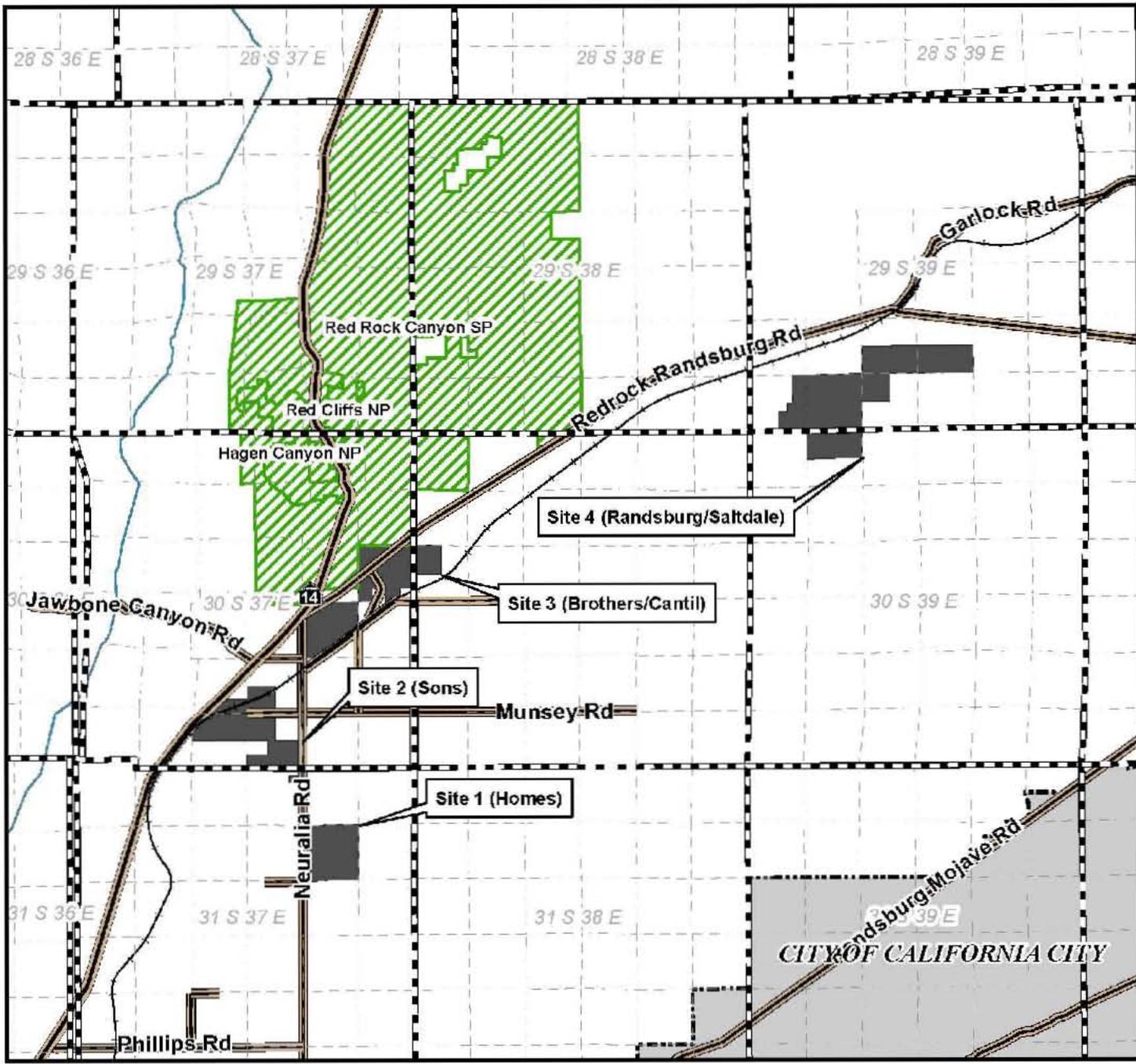
Inclusion of  
restrictions  
water banking

Inclusion of  
restrictions  
native water

MOU restrictions  
on public entity-  
required

MOU Board and  
water – Optional

# Applications



GPA 2, ZCC 3,  
 CUP 1, CUP 2,  
 Map 114;  
 GPA 3, ZCC 13,  
 CUP 13, CUP 14,  
 Map 133;  
 GPA 2, CUP 4,  
 Map 134;  
 GPA 2, CUP 1,  
 Map 135;  
 GPA 3, ZCC 9,  
 CUP 12, CUP 13,  
 Map 152;  
 Land Use Contract  
 Cancellation 12-2

### Parks Vicinity Map

Fremont Valley  
 Preservation Project  
 by  
 AquaHelio  
 Resources, LLC

#### Legend

- Township/Range
- Sections
- Highways
- Arterial Roads
- State & National Parks
- City Limits
- FVPP Sites



Solar Project 1008 MW

Water Banking 222,000 AF a year

Water Extraction 114,000 AF a year

Water Extraction 1 million AF total

# Project Components

No Conditional Use Permit for taking native water outside the County is in this EIR or being considered by the County.

Water Banking ( other peoples water being brought in and stored ) is already allowed without a Conditional Use Permit.

The City of Los Angeles and/or the LADWP are not partners in this project, investors in this project and are not eligible to take native water.

# Important Facts

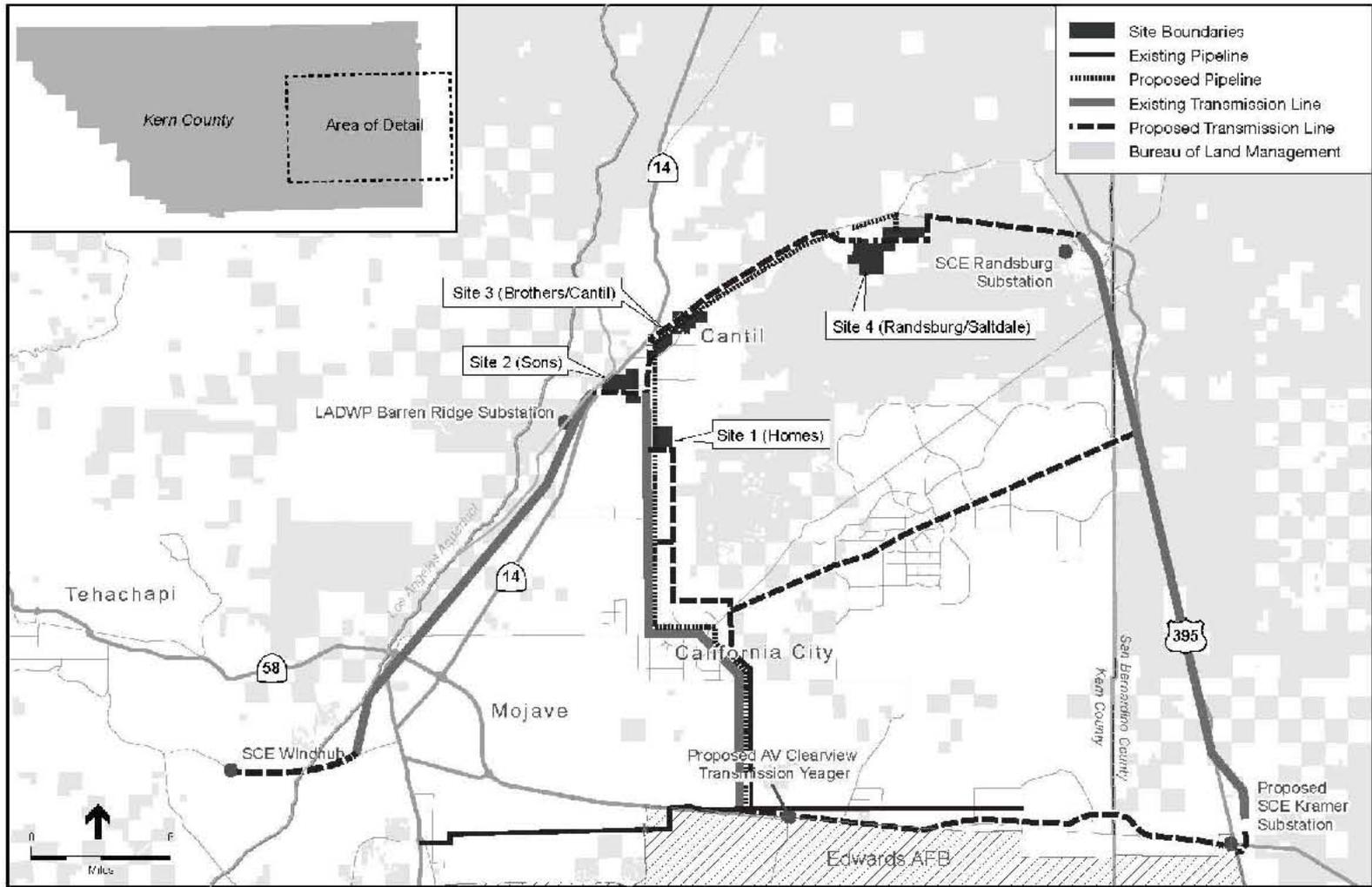


Figure 1-1: SITE VICINITY AND FEDERAL LANDS

Should 114,000 acre of native water a year for a not to exceed maximum of 1 million acre feet over a projected 20 years be allowed to be extracted from a subbasin containing 7 million acre feet of water for the benefit of Kern Count residents and businesses?

Are the mitigation measures identified protective of the existing users and property owners to support the certification of the EIR for CEQA coverage for the native water extraction ?

# Water Policy Issues

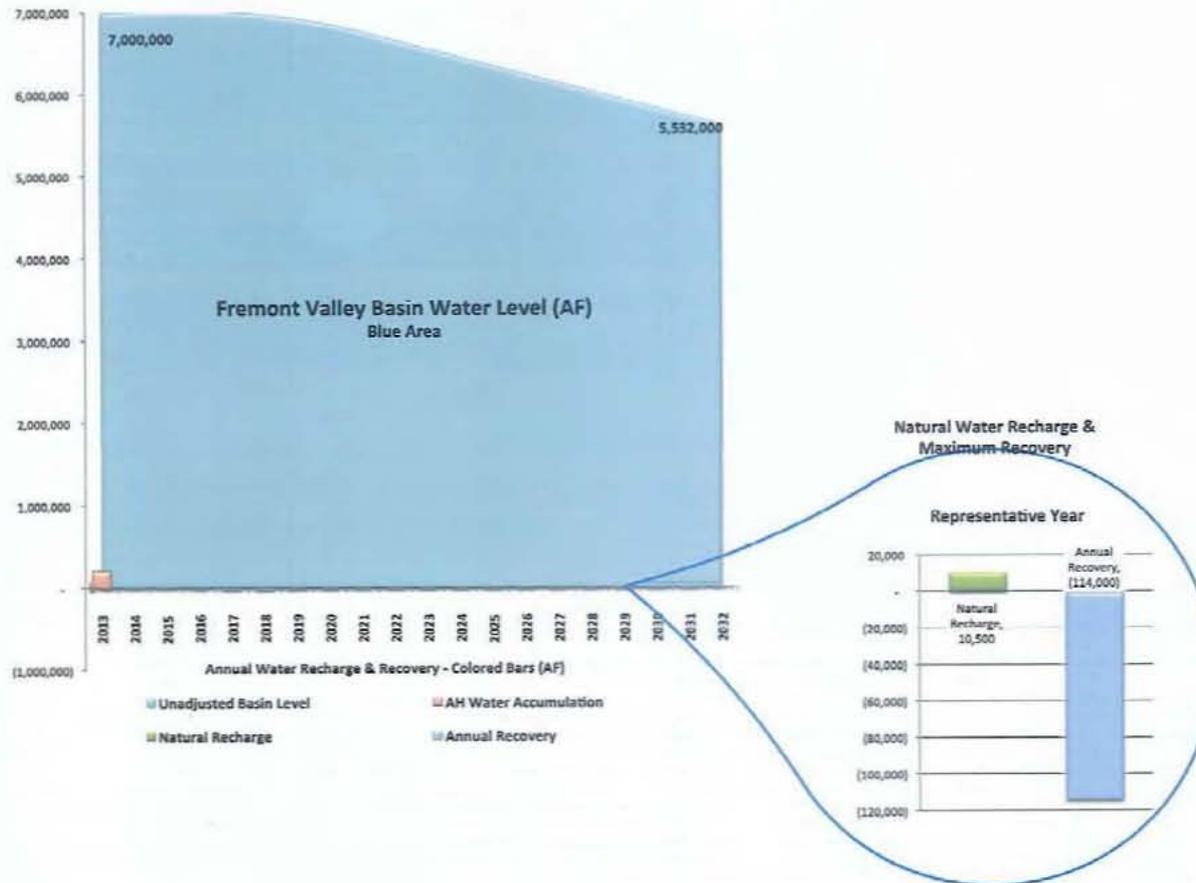


Figure GR-3.1: FREMONT VALLEY GROUNDWATER BASIN UNMITIGATED

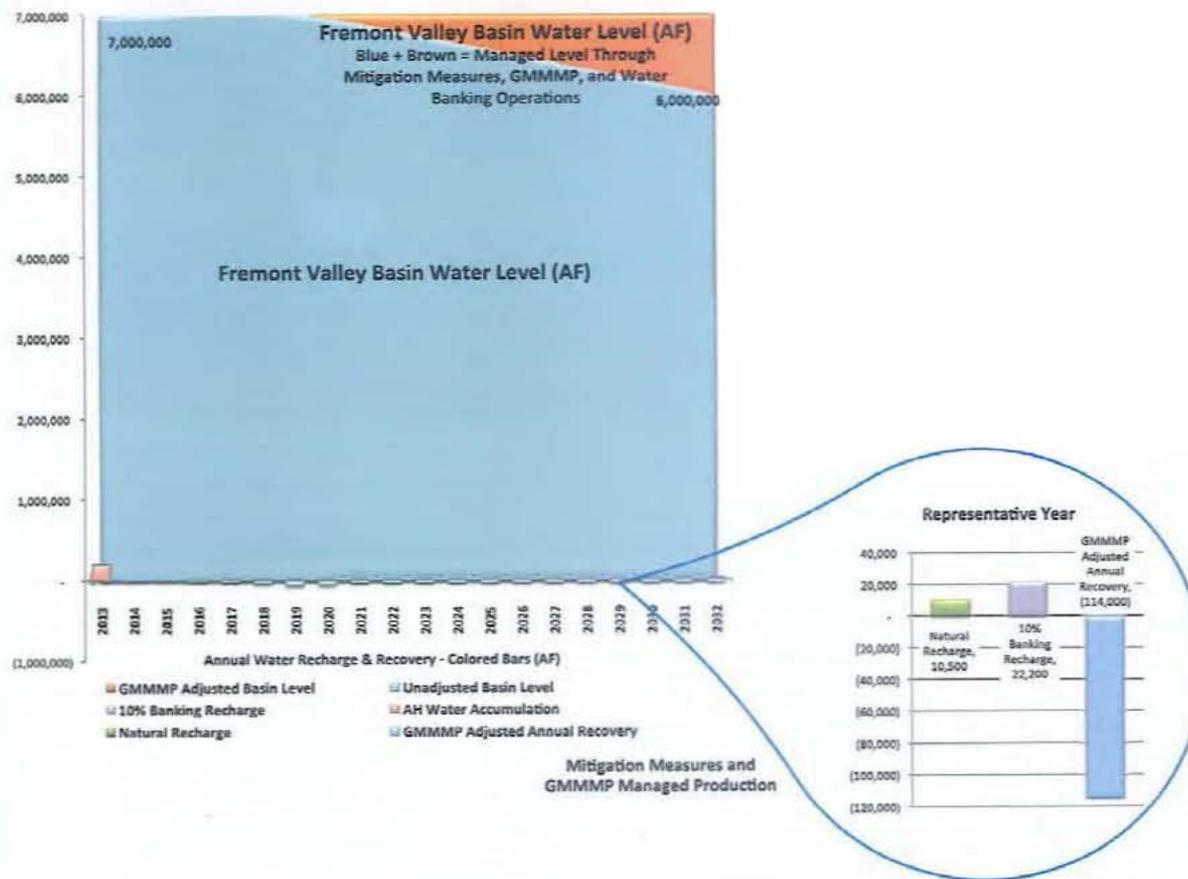


Figure GR-3.2: FREMONT VALLEY GROUNDWATER BASIN MITIGATED

Notice of  
Preparation  
Nov 2012

Draft EIR  
Nov 2013

Response to  
Comments  
Dec 2012

Planning  
Commission  
Dec 12, 2013

Public  
Workshops Jan  
2014

Board of  
Supervisors  
Feb 2014

# Process

## Environmental Impact Report

- <http://pcd.kerndsa.com/planning/environmental-documents/324-fremont-valley-solar-deir>

## Planning Commission Dec 12, 2013

- <http://pcd.kerndsa.com/hearings/planning-commission>

Comments : Craig Murphy – [MurphyC@co.kern.ca.us](mailto:MurphyC@co.kern.ca.us)

# Information

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

**SUBJECT:**

Presentation of a proclamation and certificates of appreciation to the IWV Seniors Football Team recognizing them for their Championship achievement

**PRESENTED BY:**

Chip Holloway – Council Member

**SUMMARY:**

Council will present a proclamation and individual certificates of achievement to the members of the IWV Senior Football team.

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Presentation of awards

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

**SUBJECT:**

Service Award Presentations

**PRESENTED BY:**

Mayor and City Council members

**SUMMARY:**

Service recognition awards presented by the Ridgecrest City Council to employees who have reached milestones of five (5) or more years of employment with the City of Ridgecrest.

5 Years

Lori Blowers

Ricca Charlon

Virginia Johnson

20 Years

Melinda Beck

**FISCAL IMPACT: NONE**

Reviewed by Finance Director

**ACTION REQUESTED:**

Presentation of certificates to the employees by City Council members.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Present Service Awards

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

Action Date: Dec 18, 2013

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

SUBJECT: Pavement Management System

PRESENTED BY:

Dennis Speer, City Manager

SUMMARY:

Staff will present the Pavement Management System (PMS).

FISCAL IMPACT: N/A

Reviewed by Finance Director

ACTION REQUESTED:

Hear a PMS Presentation

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested.

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

**SUBJECT:**

Council action to approve a resolution to release a covenant for deferred street improvements from Parcels 1, 2, 3 & 4 of Parcel Map 7124.

**PRESENTED BY:**

Dennis Speer

**SUMMARY:**

The City received an e-mail 10/31/13 from Aaron Rameriz of the Embree Group, representing the Dollar General Store requesting that the Declaration of Covenants, Petition and Waiver For Public Improvements be removed from Parcels 1,2,3 & 4 of Parcel Map 7124. The new Dollar General Store at 500 W. Drummond Ave. now occupies merged parcels 4 of PM 7124, parcel 3 of PM 7716 and APN 420-020-09.

On January 9, 1984 the Planning Commission approved Tentative Parcel Map 7124 with 10 conditions of approval. Condition number 6.e. offered the developer a deferment in the construction of street improvements for Drummond Ave., Norma and Peg Streets. The deferment instrument was titled as "Declaration of Covenants, Petition and Waiver For Public Improvements". The covenant was recorded and appears on the properties title reports.

Staff has performed a field review of Drummond, Norma and Peg Streets and all of the street improvements have been constructed and approved by the City.

The City Attorney's office has reviewed the request and has no concerns for releasing the covenant.

It is staff's recommendation that the City Council approve the Resolution to remove the Covenant and authorize the City Manager to sign the release.

**FISCAL IMPACT:** No fiscal impact.

**ACTION REQUESTED:**

Adopt the resolution removing the deferred street improvement covenant and authorize the City Manager to sign the release.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Loren Culp

Action Date: December 18, 2013

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**RESOLUTION NO. 13-**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL RELEASING A DEFERRED STREET IMPROVEMENT COVENANT FROM PARCELS 1, 2, 3 & 4 OF PARCEL MAP 7124 IN THE CITY OF RIDGECREST, COUNTY OF KERN, STATE OF CALIFORNIA AND AUTHORIZING THE CITY MANAGER TO SIGN THE RELEASE OF COVENANT.**

**WHEREAS**, the Dollar General Store constructed a new store on the north west corner of North Norma Street and West Drummond Avenue; and

**WHEREAS**, Parcel Map 7124 was approved by the Planning Commission with Condition 6.e. of Resolution 84-01 offering a deferral of the construction of street improvements to be a recorded binding obligation on Parcels 1, 2, 3 & 4; and

**WHEREAS**, the owner of the above property, hereby requests that the City of Ridgecrest, to terminate the covenant; and

**WHEREAS**, the street improvements for Parcel Map 7124 on Drummond Avenue, Norma Avenue and Peg Street have been constructed in their entirety and accepted by the City.

**NOW THEREFORE, BE RESOLVED**, that the City Council of the City of Ridgecrest does hereby release the DECLARATION of COVENANTS, PETITION AND WAIVER FOR PUBLIC IMPROVEMENTS for Parcels 1,2,3 & 4 of Parcel Map 7124 as described and authorizes the City Manager to sign the release.

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of December 2013 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Daniel O. Clark, Mayor

ATTEST:

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Rachel J. Ford, CMC  
City Clerk

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BEING RECORDED FOR THE BENEFIT  
OF THE CITY OF RIDGECREST

RECORDING REQUESTED BY &  
WHEN RECORDED MAIL TO:

CITY OF RIDGECREST  
139 BALSAM STREET  
RIDGECREST, CALIFORNIA 93555

*(Crag Street) Par 1*  
*(Cousimmond Avenue) Par 2 & 3*  
*(Cousimmond Avenue and Norma Street) Par 4*

DECLARATION OF COVENANTS, PETITION AND WAIVER FOR PUBLIC IMPROVEMENTS

WHEREAS, Thomas C. Fallgatter  
IS (ARE) THE OWNER(S) OF THE FOLLOWING DESCRIBED PROPERTY: Parcel 1 of Parcel map 1213 & 4  
7124 AS recorded in book of maps, page of official records of the County Recorder, County of Kern.; AND

WHEREAS, THE OWNER(S) SEEKS A CHANGE AFFECTING SAID PROPERTY TO WIT: OBTAIN APPROVAL OF A PARCEL MAP PURSUANT TO SUBDIVISION ORDINANCE NO. 79, AS AMENDED FROM TIME TO TIME, WHICH CHANGE WILL CAUSE ADDITIONAL BURDENS ON THE CITY OF RIDGECREST; AND

WHEREAS, THE CITY OF RIDGECREST IS EMPOWERED TO PREVENT SAID CHANGE, OR TO DENY OR WITHHOLD ITS CONSENT TO THE PROPOSED CHANGE, AS THE CASE MAY BE, UNTIL THE OWNER(S) PROVIDES SUCH PUBLIC IMPROVEMENTS AS WILL ALLEVIATE SUCH BURDENS; AND

WHEREAS, THE INSTALLATION BY OWNER(S) OF PUBLIC IMPROVEMENTS DESCRIBED BELOW IS A REASONABLE CONDITION TO THE GRANTING OF AUTHORITY FOR SAJD CHANGE BY THE CITY OF RIDGECREST; AND

WHEREAS, IN LIEU OF THE IMMEDIATE INSTALLATION AND DEDICATION OF SAID PUBLIC IMPROVEMENTS, IT IS THE DESIRE AND INTENTION OF THE OWNER(S) TO IMPOSE UPON THE PROPERTY DESCRIBED ABOVE THESE COVENANTS FOR FUTURE IMPROVEMENTS FOR THE BENEFIT OF THE CITY OF RIDGECREST; NOW, THEREFORE,

THE OWNER(S) HEREBY DÉCLARES THAT ALL THE PROPERTY DESCRIBED ABOVE IS HELD AND SHALL BE HELD, CONVEYED, HYPOTHECATED OR ENCUMBERED, LEASED, RENTED, USED, OCCUPIED AND IMPROVED SUBJECT TO THE FOLLOWING COVENANTS, WHICH SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST IN THE DESCRIBED LANDS OR ANY PART THEREOF.

NO PROTEST SHALL BE MADE BY THE OWNER(S) TO ANY PROCEEDINGS FOR THE INSTALLATION OR ACQUISITION OF ITEMS ON EXHIBIT "A" AND THE OWNER(S) HEREWITH REQUESTS THE CITY COUNCIL TO INITIATE PROCEEDINGS UNDER ANY SPECIAL ASSESSMENT PROCEEDINGS, WHETHER CONDUCTED PURSUANT TO THE IMPROVEMENT ACT OF 1911 OR THE MUNICIPAL IMPROVEMENT ACT OF 1913, OR ANY OTHER APPLICABLE STATE OR LOCAL LAW, AND WHETHER PROCESSED BY THE CITY OF RIDGECREST OR ANY OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION IN THE MATTER AND FOR THE PURPOSES OF DETERMINING PROPERTY OWNER(S) SUPPORT FOR SUCH SAME, ALSO, THE OWNER(S) HEREBY EXPERSSELY WAIVES THE PROCEEDINGS REQUIRED AND ALL LIMITATIONS UNDER THE "SPECIAL ASSESSMENT INVESTIGATION, LIMITATION AND MAJORITY PROTEST ACT OF 1931", BEING DIVISION 4 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

Thomas C. Fallgatter

CITY OF RIDGECREST  
139 BALSAM STREET  
RIDGECREST, CALIFORNIA 93555

. CLC Engineering & Surveying  
. 110 North Mahan Street  
. Ridgecrest, CA 93555

January 19, 1984

Re: TPm No. 7124

This is to inform you that the City Council at its January 16, 1984  
meeting reviewed your application for Tentative Parcel Map 7124  
\_\_\_\_\_ on a site described as  
1.78 acres generally located at the northwest corner of Norma St. &  
Drummond Avenue  
and reviewed the Planning Commission's recommendation on this application.

The City Council voted (to approve) ~~(to deny)~~ your application subject  
to the following 10 conditions: Please see enclosed Planning  
Planning Commission Resolution 84-01.

This letter constitutes a permit for you to proceed with your project.  
Please contact the City Building Department if you need a building  
permit.

Very truly yours,

City Clerk

By: MELVIN A. TOOKER  
MELVIN A. TOOKER, Planning Director

cc: Building Inspector  
Streets Dept.  
Thomas C. Fallgatter

RESOLUTION NO. 84-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIDGECREST, CALIFORNIA, APPROVING TENTATIVE PARCEL MAP 7124, A REQUEST TO SUBDIVIDE 1.78 ACRES INTO FOUR PARCELS, GENERALLY LOCATED AT THE NORTHWEST CORNER OF NORMA STREET AND DRUMMOND AVENUE; THOMAS C. FALLGATTER, APPLICANT/CLC ENG. & SURV.

WHEREAS, Thomas C. Fallgatter has made an application to divide two parcels of land into four parcels; and

WHEREAS, on January 9, 1984 the Planning Commission considered the application; and

WHEREAS, the staff recommended the application be approved; and

WHEREAS, comments in favor of the application were offered at the time of consideration by Ed Leckey, representing the applicant; and

WHEREAS, no comments in opposition to the application were offered at the time of consideration; and

WHEREAS, no other comments pertaining to the proposal were offered by the audience; and

WHEREAS, this Commission has considered all the plans, comments, testimony and evidence offered at the time of consideration and makes the findings which are necessary to approve the application:

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF RIDGECREST RESOLVES:

That this Commission approves Tentative Parcel Map No. 7124, a proposal to divide 1.78-acre parcels into four parcels, generally located at the northwest corner of Norma Street and Drummond Avenue; Thomas C. Fallgatter, applicant/CLC Eng. & Surv., subject to the following conditions:

1. All of these conditions of approval shall be complied with prior to recording of the final map.
2. The final map shall be in substantial compliance with the approved Tentative Map.
3. The approval of this application shall expire two years from the date of approval by the City Council. The applicant may apply for an extension at any time prior to that date.
4. Any "covenants, conditions and restrictions" proposed for the parcel map shall be filed with the Planning Department prior to recording the final map.
5. All new utilities serving the project shall be through underground installation.

6. The following street improvements shall be constructed adjacent to the project frontage in accordance with City Standards and Plans approved by the City Engineer.
  - a. Drummond Avenue
    - (1) 5.5-foot-wide sidewalk
  - b. Norma Street
    - (1) 5.5-foot-wide sidewalk
    - (2) 8-inch curb and gutter
    - (3) Street pavement from lip of curb to approved matchline
  - c. Peg Street
    - (1) 4.0-foot-wide sidewalk
    - (2) 6-inch curb and gutter
    - (3) Street pavement from lip of curb to centerline
  - d. Intersection improvements including curb return, standard cross gutter and wheelchair ramp.
  - e. In lieu of improvements on Drummond Avenue, Norma Street and Peg Street, the owner of the subject property may sign a Petition and Waiver for public improvements. Applicant is advised that the petition and waiver will be recorded and will be binding on all parties having or acquiring any right, title or interest in the described land or any part thereof.
7. Right-of-way: Developer shall make an irrevocable offer of dedication to the City of Ridgecrest for street and related purposes for the following:
  - a. Peg Street expanded corner to the approval of the City Engineer.
  - b. Standard corner dedication
  - c. A one-foot vehicular non-access strip along Parcel 2 adjacent to Drummond Avenue.
8. The applicant is advised that the following charges shall be paid prior to issuance of a building permit, or prior to issuance of a permit to connect to City sewer, per Section 12-7 of the Municipal Code of the City of Ridgecrest.
  - a. Sewer main capacity charge
  - b. Inspection permit fee for each sewer connection.
9. The applicant shall cause to have recorded a 20-foot access easement to Peg Street across Parcel 1 in favor of Parcel 2.

10. The following certificate shall be placed on the Final Parcel Map:

"No occupancy permit shall be issued for any development on the within parcels unless each such parcel is serviced by (1) water from an approved source; (2) an approved waste water system; (3) an improved and dedicated road."

APPROVED AND ADOPTED this 9th day of January, 1984 by the following vote:

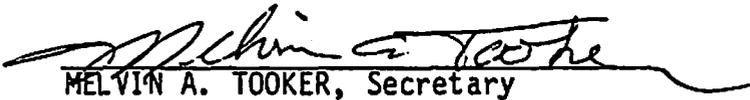
AYES: Chairman Mower, Commissioners Nickles, Leatherwood and Wiknich

NOES: None



MICHAEL R. MOWER, Chairman

ATTEST:



MELVIN A. TOOKER, Secretary

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Cox, Castle & Nicholson LLP  
19800 MacArthur Blvd., Suite 500  
Irvine, California 92612  
Attention: Randall W. Black

**RELEASE OF DECLARATION OF COVENANTS, PETITION AND WAIVER FOR  
PUBLIC IMPROVEMENTS**

This Instrument is given and accepted for the purpose of terminating the Declaration of Covenants, Petition and Waiver for Public Improvements recorded on June 12, 1984 as Document No. 062819 in Book 5666 Page 1432 of the Recorder's Office for the County of Kern, State of California and the release of the property described as Parcels 1, 2, 3, and 4 of Parcel Map 7124 as recorded in Book 30 of Maps, Page 195 in the Official Records of the County Recorder, County of Kern from any effect of the above covenants, conditions, restrictions and reservations.

The City Manager accepts this release and consents to its recordation.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager, City of Ridgecrest

ATTEST:

\_\_\_\_\_



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

**SUBJECT:**

A Resolution Authorizing The City Manager, Dennis Speer To Sign A Deferred Lien Agreement For Street Improvements For 1435 North Downs Street to be attached to the parcel and direct the City Clerk to record the lien agreement with the County Recorder's Office.

**PRESENTED BY:**

Dennis Speer, Public Work Director

**SUMMARY:**

Mr. Les Saxton has requested a deferred lien agreement for the completion of his offsite street improvements as security for the final inspection and conditional occupancy permit for his Montessori Preschool and Kindergarten at 1435 North Downs St. The project requires additional improvements along Downs Street and Graaf Avenue, of sidewalk, removal of non-compliant ADA driveway approaches and construction of replacement ADA compliant driveway approaches.

A standard template lien agreement was prepared by the City Attorney's office for the City's use.

It is staff's recommendation that the deferred lien agreement be approved by City Council for use as authorized by the Ridgecrest Municipal Code Section 14-2.33.

**FISCAL IMPACT:** No impact to the city. All cost to be borne by the developer.

**ACTION REQUESTED:**

Adopt the Resolution Authorizing The City Manager, Dennis Speer To Sign A Deferred Lien Agreement For Street Improvements For 1435 North Downs Street to be attached to the parcel and directs the City Clerk to record the lien agreement with the County Recorder's Office.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Loren Culp

Action Date: December 18, 2013

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**RESOLUTION NO. 13-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER, DENNIS SPEER TO SIGN DEFERRED LIEN AGREEMENT FOR STREET IMPROVEMENTS FOR 1435 NORTH DOWNS STREET TO BE ATTACHED TO THE PARCEL AND DIRECT THE CITY CLERK TO RECORD THE LIEN AGREEMENT WITH THE COUNTY RECORDER'S OFFICE.**

**Whereas**, on December 9, 2013, Mr. Les Saxton made a formal request for deferring street improvements to Graaf Avenue and 1435 North Downs Street as required per the issuance of a building permit per Ridgecrest Municipal Code Section 20-3.20; and

**Whereas**, the Ridgecrest Municipal Code, Section 14-2.32 requires an improvement security in the form of a lien, cash or bond in exchange for final approval for a building or its occupancy.

**Now, Therefore be it Resolved**, that the City Council of the City of Ridgecrest hereby authorizes the City Manager, Dennis Speer to sign a deferred lien agreement with Les Saxton for street improvements to 1435 N. Downs Street to be attached to the parcel and directs the City Clerk to record the agreement with the County Recorder's Office.

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of December 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Daniel O. Clark, Mayor

ATTEST:

---

Rachel J. Ford, CMC  
City Clerk

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Recording Requested By

When Recorded Mail To

City Clerk  
City of Ridgecrest  
100 W. California Ave.  
Ridgecrest, CA 93555

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SPACE ABOVE FOR RECORDER'S USE ONLY

### DEFERRED IMPROVEMENT AGREEMENT

1. **Parties.** The City of Ridgecrest, a municipal corporation hereinafter called "City," and, **NAME** hereinafter called "Developer," MUTUALLY PROMISE AND AGREE AS FOLLOWS:
2. **Purposes.** The applicable codes, rules, and regulations of the City and the laws of the state of California require that the Developer provide and construct certain designated improvements as hereinafter described as a condition precedent to City approval of the proposed development. From time to time, it is mutually advantageous to both the City and the Developer that the actual construction of such improvements be deferred until a later date. It is the purpose and intent of this Agreement to allow and provide for the deferment and guarantee of the construction of the improvements set forth in Exhibit "B" (hereinafter known as ("PROJECT") by the Developer in the manner as hereinafter specified.
3. **Request to Proceed & Plans.** Developer shall construct the (PROJECT) pursuant to Exhibit "B", and including its curb, gutter sidewalk, streetlights, and paving to ten feet (10 ft) beyond street centerline. Within forty-five (45) days after the City makes a written request, Developer shall prepare and submit plans to the City Engineer for review and approval, provided that the City may require Developer to prepare and submit such plans for review prior to execution of this Agreement.
4. **Bonds**
  - a. Developer shall deposit with the City, after receipt a notice to proceed with the design of the deferred improvements by the City in accordance with Paragraph 3, and prior to the commencement of the work herein, a cash deposit of not less than Five Hundred Dollars (\$500.00) and a certified or cashier's check, or in lieu thereof, an acceptable corporate surety bond or instrument of credit, which together total the estimated cost of the work and which will guarantee the faithful performance of the work and repair of any defects in the improvements which occur within one (1) year after the work as deemed complete by the City.
  - b. Developer shall also provide additional security in the form of a certified or cashier's check, or in lieu thereof, an acceptable corporate surety bond or instrument of credit for the total estimated cost of the work. If the Developer or his/her subcontractors fail to pay any of the persons or entities contemplated by Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code, with respect to work, labor, the rental of equipment or materials furnished by a claimant contemplated by in Civil Code Section 3181, the City may use any and all funds deposited under this subsection in the form of cash or an instrument of credit to pay such persons legally entitled thereto. If a corporate surety bond is posted with the City, such bond shall contain language binding the surety to pay for labor and materials remaining unpaid.

- c. In the event the City prevails in an action upon any bond posted under Paragraph 4, the City shall be entitled to reasonable attorney's fees to be determined by the Court.
- 5. Inspections Fees.** Prior to commencement of the work herein, Developer shall pay to the City a cash amount for the inspection of the work and checking and testing of the materials used in connection therewith. The amount shall be set forth in the Resolution of Fees & Charges for Various Municipal Services.
- 6. Lien.**
  - a. In the event of Developer's default in performance of the obligations specified herein, City may elect to construct the improvements specified herein. Should City elect to take such curative steps, it shall serve written notice of its intent to enter the property subject to this Agreement for this purpose. Such notice shall be served personally, or by certified mail, return receipt requested, upon the owner(s) of the property subject to this Agreement at the last known address of such owner(s) or at such address as shown on the tax rolls, at least twenty (20) days in advance of the date when City intends to enter the property for the purpose of constructing the improvement required by this Agreement.
  - b. City may perform such work or cause the construction of such work as it considers reasonably necessary and proper to fulfill the obligations for construction of improvements pursuant to this Agreement. City may act either through its own employees or through an independent contractor. In either event, the performance of such work shall be at the sole expense of the Developer and/or the property owner(s) of the parcels. All expenses and administrative costs incurred by the City in constructing the improvements required by this Agreement shall constitute a lien upon the property. The lien shall attach to all parcels of the real property described in Exhibit "A."
  - c. The lien shall be the cost incurred by the City in constructing the required improvements, which cost shall include all administrative costs associated with such construction and enforcement of this obligation. At this time, the estimated amount of the lien is \_\_\_\_\_ per parcel. The City reserves the right to adjust the lien amount to reflect the actual cost incurred.
  - d. Property owners for each named parcel owned by them and each successor owner of a named parcel vest in and delegate to City or its duly authorized representatives the right and power to bring all actions at law or lien foreclosures against Developer and any owner for the collection of the cost for installing the required improvements, and waive any objection to the enforcement thereof. Any lien arising pursuant to this paragraph must be enforced by trustee sale of the parcel(s) under the lien foreclosure provisions of the California Civil Code.
- 7. Acceptance.** At such time as the improvements are constructed to City Standards and conform to the plans on file in the City Engineering and Transportation Department, and subject to the inspection and approval of the City Engineer or his/her authorized representative, the City shall accept the public improvements for maintenance, provided that the easement or fee title to such real property upon which the public improvements are situated has been accepted by the City.
- 8. Time.** This Agreement will expire only after completion of and City acceptance of the improvements specified in Paragraph 3, above, or upon the mutual written consent of both the Developer and the City.
- 9. No Waiver by City.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by an officer, agent, or employee of the City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Developer of his/her obligation to fulfill this agreement as prescribed herein, nor shall the City be thereby stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions thereof.

**10. Indemnity.** Developer shall hold harmless indemnify and defend the indemnitees from the liabilities as defined in this section:

- a. The indemnitees benefited and protected by the promise are the City, its appointed councils, boards, commissions, council members, officers, agents, and employees.
- b. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred, or threatened because of actions defined below and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim, or damage was unforeseeable at any time before City approved the improvement plan or accepted improvements as completed, and including the defense of any suit(s), action(s), or other proceeding(s) concerning these.
- c. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by the Agreement and attributable to the Developer, contractor, subcontractor, or any officer, agent, or employee of one (1) or more of them. The indemnification in this section is not conditioned or dependent on whether or not any indemnitees have prepared, supplied, or approved any plan(s) or specifications(s) in connection with the work or subdivision, or has insurance or other indemnification covering any of these matters.
- d. Certificate of Insurance/Additional Insured Endorsement – Developer, at its own expense, shall procure and maintain in full force at all times during the term of this Agreement, the following insurance, which shall be provided on an occurrence basis:

(1) Comprehensive Liability and Broad Form Comprehensive Liability: Developer shall maintain limits of no less than:

General Liability: One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, Developer shall procure and maintain a limit of liability of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

(2) Other Insurance Provisions. The Policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability Coverages

(i) The City, its council members, officers, officials, employees, agents, and volunteers are to be covered as insureds as respects: Liability arising out of activities performed by or on behalf of the Developer and completed operations of Developer of premises owned, occupied, or used by Developer, the coverage shall contain no special limitations on the scope or protection afforded to the City, its council members, officers, officials, employees, agents, or volunteers.

(ii) The Developer's insurance coverage shall be primary insurance as respects the City, its council members, officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officers, officials, employees, agents, or volunteers in excess of Developer's insurance shall not contribute with it.

(iii) Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to City, its council members, officers, officials, employees, agents, or volunteers.

The aforementioned policies shall be issued by an insurance carrier having a rating of Best A-7 or better, which is satisfactory to the City Attorney, and shall be delivered to the City at the time of the execution of the Agreement or as provided below. In lieu of actual delivery of such policies, a certificate issued by the issuance carrier showing such policy to be in force



RECOMMENDED BY:

CITY OF RIDGECREST, a municipal corporation

By \_\_\_\_\_  
City Engineer

BY \_\_\_\_\_  
City Manager

DEVELOPER

By \_\_\_\_\_  
NAME

APPROVED AS TO FORM:

BY \_\_\_\_\_  
City Attorney

Acknowledgement

State of California  
County of Kern

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

WITNESS my hand official seal.

Signature \_\_\_\_\_  
City Clerk

NOTE TO DEVELOPER: (1) Execute acknowledgement form below; and (2) if a corporation attach a resolution of the Board of Directors authorizing execution of this contract and of the bonds required hereby, together with appropriate corporate acknowledgement form.

Acknowledgement

State of California

County of Kern

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

WITNESS my hand official seal.

Signature \_\_\_\_\_

Notary Public, State of California

**7**

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

**SUBJECT:** A Resolution Allocating \$391,000.00 Of Tab Funds For The Power Pole Relocation Associated With The West Ridgecrest Boulevard Project Between Mahan Avenue And Downs Street And Authorize The City Manager, Dennis Speer To Sign The Southern California Edison Utility Relocation Agreement Contingent Upon The City Attorney's Review And Approval

**PRESENTED BY:**

Dennis Speer, Public Work Director

**SUMMARY:**

The Southern California Edison (SCE) utility poles along the north side of West Ridgecrest Boulevard between Mahan Avenue and Downs Street conflict with the proposed West Ridgecrest Boulevard Project street improvements and must be relocated. The Federal Highway Administration (FHWA), Caltrans and SCE will require an agreement to be signed for by the City to be financially responsible for utility poles to be relocated. The poles were determined to have senior rights to their occupation of the right of way. Therefore, the poles did not fall within the provisions for relocation under the franchise agreement. Additionally, the pole relocation cannot be funded with FHWA funds due to SCE's non-compliance to "BUY AMERICA" requirements.

The funding of the relocation of the poles must be from the City. Staff has received a cost liability letter dated December 12, 2013 and the cost for the relocation of 10 poles and appurtenances is \$391,000.00. With the December 18<sup>th</sup> City Council meeting being the last City Council meeting of the year; it is desirable that the agreement be signed prior to December 31, 2013.

Staff has been informed that SCE administration is currently reviewing the agreement for release.

It is staff's recommendation that the City Council authorize the City Manager to sign the SCE utility agreement for the relocation of the poles. The pole relocation would be paid for with the use of TAB funds that were allocated for the project as matching funds.

**FISCAL IMPACT:** \$391,000.00. The relocation to be paid for from TAB funds allocated to the project as local matching funds.

**ACTION REQUESTED:** Adopt the Resolution Allocating \$391,000.00 Of Tab Funds For The Power Pole Relocation Associated With The West Ridgecrest Boulevard Project Between Mahan Avenue And Downs Street And Authorize The City Manager, Dennis Speer To Sign The Southern California Edison Utility Relocation Agreement Contingent Upon The City Attorney's Review And Approval

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Loren Culp

Action Date: December 18, 2013

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**RESOLUTION NO. 13-**

**A RESOLUTION ALLOCATING \$391,000.00 OF TAB FUNDS FOR THE POWER POLE RELOCATION ASSOCIATED WITH THE WEST RIDGECREST BOULEVARD PROJECT BETWEEN MAHAN AVENUE AND DOWNS STREET AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER TO SIGN THE SOUTHERN CALIFORNIA EDISON UTILITY RELOCATION AGREEMENT CONTINGENT UPON THE CITY ATTORNEY'S REVIEW AND APPROVAL**

**WHEREAS**, The Southern California Edison (SCE) utility poles along the north side of Ridgecrest Blvd. between Mahan and Downs Streets conflict with the proposed Ridgecrest Blvd. project street improvements and must be relocated; and

**WHEREAS**, The Federal Highway Administration (FHWA), Caltrans and SCE will require an agreement to be signed for by the City to be financially responsible for utility poles to be relocated; and

**WHEREAS**, the pole relocation could not be funded by FHWA funds or be relocated per the SCE franchise agreement; and

**WHEREAS**, staff has received a cost liability letter dated December 12, 2013 and the cost for the relocation of 10 poles and appurtenances is \$391,000.00; and

**WHEREAS**, time is important to sign the agreement prior to December 31, 2013.

**NOW, THEREFORE IT BE RESOLVED**, that the City Council of the City of Ridgecrest Allocates \$391,000.00 Of Tab Funds For The Power Pole Relocation Associated With The West Ridgecrest Boulevard Project Between Mahan Avenue And Downs Street And Authorize The City Manager, Dennis Speer To Sign The Southern California Edison Utility Relocation Agreement Contingent Upon The City Attorney's Review And Approval.

**APPROVED AND ADOPTED** this 18th day of December 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Daniel O. Clark, Mayor

ATTEST:

---

Rachel Ford, City Clerk

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Cindy Quinn  
Project Manager  
Transmission Project Delivery  
Project Management

December 12, 2013

Loren Culp  
City of Ridgecrest  
100 W California Ave.  
Ridgecrest, CA 93555

Subject: Relocation of Facilities–Cost Estimate  
Advance Project Id 0913000059  
Ridgecrest Blvd, Between Mahan and China Lake Blvd, Ridgecrest  
Project ID # 848

Dear Mr. Culp:

The Southern California Edison (SCE) has received a request from the City of Ridgecrest to provide a cost estimate to relocate existing Distribution facilities located on Ridgecrest Blvd between Mahan and China Lake Blvd, Ridgecrest. In order to accommodate your request, SCE's Distribution facilities will be modified as follows:

- Remove 10 Poles
- Remove 1 transformer
- Remove 1 50/15 KVA 3P
- Remove 1 15 kVA
- Remove approximately 7,800' of 4/0
- Remove approximately 7,800' of #4
- Remove approximately 204' of #6
- Remove approximately 285' of 1/0 ACSR\
- Install 11 Poles
- Install 1 Switch
- Install approximately 7,830' 336 ACSR
- Install approximately 7,836' 1/0 ACSR
- Install approximately 115' 3–4/0
- Install approximately 115' 1–1/0

12353 Hesperia Rd  
Victorville, CA 92395  
760-217-1487  
Cindy.Quinn@sce.com

The rights of the subject locations have been verified by Edison's Real Properties Department, and the project is 100% City expense. A breakdown of costs is listed below:

Distribution Order Number: TD724536

	Amount
Labor	\$ 259,000
Material	\$ 75,500
Contract	\$ 60,000
Salvage	-
Depreciation	\$ (3,500)
<b>Total</b>	<b>\$ 391,000</b>

This estimate is valid for 120 days from the date of this letter, after the 120 period it will be necessary to update the costs.

If the City is in agreement with the above claim, please prepare a Utility Agreement and Notice to Owner for the amount of \$ 391,000 and forward it to my attention.

If there are any delays or this project is canceled, please notify me immediately at 760-217-1487.

Sincerely,



Cindy Quinn  
Project Manager  
Transmission Project Delivery  
Project Management

cc: Mark Gowin                      Chris Scott                      Joe D'Amato  
Robert Kiesler                      Mike Maxwell                      Amir Shaterian  
George Perez                      Fabiola Guerra                      Deborah Hess  
Project File

UTILITY AGREEMENT NO: \_\_\_\_\_

DATE: \_\_\_\_\_

[Name of Agency], acting by and through its [Operating Division/Commission] (“AGENCY”), proposes to [Insert Description of Project] (the “Project”).

Southern California Edison Company (“OWNER”) owns and maintains certain electrical [transmission/distribution] facilities (collectively, the “Facilities”) within the limits of the Project area that require relocation, protection and/or adjustment in order to accommodate AGENCY’s Project. The Facilities to be relocated, protected and/or adjusted are more particularly described in the attached Exhibit A.

It is hereby mutually agreed between AGENCY and OWNER as follows:

## I. WORK TO BE PERFORMED

### Work Performed by Owner Per Owner’s Plan:

In accordance with Notice to Owner No. \_\_\_\_\_ dated [Date], OWNER shall relocate, protect and/or adjust the Facilities as identified in Exhibit A (the “Work”). All Work shall be performed substantially in accordance with OWNER’s Plan dated [Date], a copy of which is attached hereto as Exhibit B.

Deviations from the OWNER’s Plan initiated by either the AGENCY or OWNER shall be agreed upon by both parties hereto under a Revised Notice to Owner. Any Revised Notices to Owner, approved by the AGENCY and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER’s Plan and are hereby made a part hereof. No Work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the Work will require an amendment to this Agreement in addition to the revised Notice to Owner.

### Preliminary Engineering by Owner: [Optional Provision]

In accordance with Notice to Owner dated [Date], OWNER shall prepare its plans for relocation, protection and/or adjustment of the Facilities (“OWNER’s Plan”). Any revision to the OWNER’s Plan, after approval by the AGENCY, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Any Revised Notices to Owner, approved by the AGENCY and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER’s Plan and are hereby made a part hereof. No redesign or additional engineering, after approval by the AGENCY, shall commence prior to written execution by OWNER of the Revised Notice to Owner and may require an amendment to this Agreement in addition to the revised Notice to Owner.

## II. LIABILITY FOR WORK [Select Appropriate Text from the Following]

The existing Facilities are lawfully maintained in their present location and qualify for relocation, protection and/or adjustment at AGENCY expense under the provisions of Section 702 and/or Section 703 of the Streets and Highways Code.

The existing Facilities are lawfully maintained in their present location and qualify for relocation, protection and/or adjustment at \_\_\_\_\_% expense OWNER and \_\_\_\_\_% expense AGENCY.

The existing Facilities are located in their present position pursuant to rights superior to those of the AGENCY and will be relocated, protected or adjusted (as appropriate) at AGENCY expense.

The existing Facilities are located within the AGENCY's right of way under permit and will be relocated at OWNER's expense under the provisions of Section [673/680] of the Streets and Highways Code.

The existing Facilities described in Section 1 above will be relocated at \_\_\_% AGENCY expense and \_\_\_% OWNER expense in accordance with Section \_\_\_ of the Master Contract dated [Date].

### III. PERFORMANCE OF WORK

#### Owner's Forces or Continuing Contractor Performs Work:

OWNER agrees to perform the Work with its own forces or to cause the Work to be performed by OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said Work diligently to completion.

#### Prevailing Wage Requirements for Contracted Work:

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements, as applicable. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

#### Owner to Prepare Preliminary Engineering Plans: [Use/Modify/Delete Text as Appropriate]

Engineering services for locating, making of surveys, preparation of plans, specifications, estimates, supervision, inspection, [Delete or Add Services as Appropriate] are to be furnished by OWNER and approved by the AGENCY. Cost principles for determining the reasonableness and allowability of OWNER's costs shall be determined in accordance with 48 CFR, Chapter 1, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as applicable.

### IV. PAYMENT FOR WORK [Parties to Discuss/Approve Advance Payment Provisions]

OWNER, at the present time, does not have sufficient funds available to proceed with the relocation, protection and/or adjustment of OWNER's Facilities provided for herein. It is estimated that the cost of the Work provided for by this Agreement, and as hereinafter set forth, is the sum of [Insert Cost Estimate]. AGENCY agrees to advance to OWNER the sum of [Insert Cost Estimate] to apply to the cost of the Work to be undertaken as provided hereinabove. Said sum of [Insert Cost Estimate] will be deposited by AGENCY with OWNER within 45 days after execution of this Agreement by the parties hereto and upon receipt of an OWNER's bill for the advance. Notwithstanding any provision herein to the contrary, OWNER will not begin construction of the Work unless/until such time as OWNER has received the specified advance payment from AGENCY.

It is understood and agreed that AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to AGENCY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

In the event actual costs of the Work are less than the sum of money advanced by AGENCY to OWNER, OWNER hereby agrees to refund to AGENCY the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of the Work exceeds the amount of money advanced to OWNER, in accordance with the provisions of this Agreement, AGENCY will reimburse OWNER said excess costs upon receipt of five (5) copies of an itemized bill as set forth herein.

OWNER shall submit a final bill to AGENCY within 360 days after the completion of the Work described in Section I above. If AGENCY has not received a final bill within 360 days after notification of completion of OWNER's Work described in Section I of this Agreement, and AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use, or Joint Use Agreements, if required for OWNER's Facilities, AGENCY will provide written notification to OWNER of its intent to close its file within thirty (30) days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the Project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, AGENCY shall not pay any final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from OWNER and approval of documentation by AGENCY. If the final bill exceeds OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the Work described in Section I of this Agreement shall have the prior concurrence of AGENCY.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three (3) years from the date of the final payment or final invoice, whichever is later, and will be available for audit by AGENCY and/or Federal auditors. OWNER agrees to comply with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31, *et seq.*, 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, *et al.*, to the extent they are applicable. **If subsequent authorized audit determines any payments to be unallowable, AGENCY shall be responsible for any unallowable payments. [Parties to Discuss/Approve This Sentence.]**

## V. GENERAL CONDITIONS

### “Buy America” Provisions:

For purposes of this Agreement, the requirements set forth in 23 U.S.C. § 313 and implementing regulations contained in 23 C.F.R. § 635.410, and as may be further modified and/or codified by the Surface Transportation Assistance Act of 1982, P.L. 97-424; the Intermodal Surface Transportation Efficiency Act of 1991, P.L. 102-240; the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users of 2005, P.L. 109-59; and the Moving Ahead for Progress in the 21st Century Act, P.L. 112-141 (“MAP-21”) shall collectively be referred to as the “Buy America Rule.”

In Section 1518 of MAP-21, the United States Congress amended existing law to broaden the applicability of the Buy America Rule to include non-federally-funded utility relocations. By virtue of this amendment, the provisions of the Buy America Rule became ostensibly applicable to OWNER's Work under this Agreement. Notwithstanding the foregoing, on July 11, 2013, the U.S. Department of Transportation/Federal Highway Administration (“FHWA”) issued a memorandum (the “FHWA Memo”) that, in relevant part, (i) acknowledged that the broadened application of the Buy America Rule was delaying (or threatening the delay of) highway construction projects for non-federally-funded utility relocations and (ii) declared that utility companies would have until December 31, 2013 to comply with the heightened obligations of Section 1518 of MAP-21.

By virtue of the FHWA Memo, OWNER is not obligated to comply with the Buy America Rule in relation to OWNER's Work hereunder *IF* OWNER's Work will be paid for and/or reimbursed from sources other than federal funds and this Utility Agreement is executed prior to January 1, 2014. AGENCY expressly represents and agrees that all funds paid and reimbursed (and to be paid/reimbursed) to OWNER pursuant to this

Agreement will derive from non-federal sources. AGENCY acknowledges that but for the foregoing representation and agreement, OWNER would not execute this Agreement.

**AGENCY Liable for Review and Design Costs, Project Cancellation Procedures and Utility Agreement:**

All costs accrued by OWNER as a result of AGENCY's request of [Date] to review, study and/or prepare plans and estimates for the Project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If AGENCY's Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of any Work by OWNER, AGENCY will notify OWNER in writing and AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement, which terms shall include, at a minimum, OWNER's right to receive (i) compensation for all Work performed by OWNER through the date of termination and (ii) reimbursement for all studies, reports, estimates, engineering and other professional services, materials and equipment procured in relation to OWNER's Work hereunder. Moreover, if OWNER's Work involves the relocation of OWNER's Facilities, the Amendment shall address (i) whether supplemental relocation or modification of OWNER's Facilities is required as a result of the termination and (ii) the respective rights and obligations of OWNER and AGENCY with respect to any such supplemental relocation. Notwithstanding any provision herein to the contrary, OWNER shall be entitled to withhold from any payment(s) received from AGENCY an amount sufficient to cover all costs and expenses incurred by (or reimbursable to) OWNER in relation to any termination of this Agreement. In the event that the payment(s) received by OWNER from AGENCY are insufficient to fully reimburse and compensate OWNER for its costs and expenses incurred in relation to AGENCY's termination of this Agreement, OWNER shall prepare and deliver to AGENCY a written invoice calculating and describing any reimbursement/compensation shortfalls. AGENCY shall pay to OWNER all amounts identified in the invoice within thirty (30) days following AGENCY's receipt of the invoice. Conversely, in the event that the payment(s) received by OWNER from AGENCY are sufficient to fully reimburse and compensate OWNER for its costs and expenses incurred in relation to AGENCY's termination of this Agreement, OWNER shall return to AGENCY any excess funds held by OWNER (which excess funds shall be paid by OWNER to AGENCY within [Number of Days] days following OWNER's reestablishment of service/operation of any Facilities affected by this Agreement).

**Notice of Completion:**

OWNER shall submit a Notice of Completion to AGENCY within 30 days of the completion of the Work described herein.

**Rights of Way: [Optional Provision / Use if Agency Obligated to Acquire Property Rights]**

If OWNER's Work will require new rights of way for the installation, operation and maintenance of the Facilities, AGENCY will acquire new rights of way in the name of either the AGENCY or OWNER through negotiation or condemnation and when acquired in AGENCY'S name, shall convey same to OWNER by Easement Deed. AGENCY's liability for such rights of way will be at the proration shown in Section II, above for Work involved under this Agreement. Prior to OWNER's commencement of construction, AGENCY shall provide OWNER with documentation that all necessary property rights have been or will be transferred to OWNER.

**Federal Aid Clause - No Master Contract: [If No Master Contract, Use this Provision and Delete Next]**

It is understood that the Project highway is a Federal aid highway and, accordingly, 23 CFR, Chapter 1, Part 645, as applicable, is hereby incorporated into this Agreement, except those clauses related to the Buy America Rule.

**Federal Aid Clause - Master Contract: [If Master Contract, Use this Provision and Delete Prior]**

It is understood that the Project highway is a Federal aid highway and, accordingly, 23 CFR, Chapter 1, Part 645, as applicable, is hereby incorporated into this Agreement by reference, except those clauses related to the Buy America Rule; provided, however, that the provisions of any agreements entered into between the AGENCY and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

**THE ESTIMATED COST TO AGENCY FOR THE ABOVE DESCRIBED WORK IS [Insert Cost Estimate for AGENCY Portion of Work].**

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

AGENCY

OWNER

[Insert Name of AGENCY]

Southern California Edison Company

By: \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**

**Description of Facilities**

**[To Be Attached]**

**Exhibit B**

**OWNER's Plan**

**[To Be Attached]**

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

**SUBJECT:** Approve A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 032-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering Of The Upgrade To Signals At Seven Intersections Throughout The City Of Ridgecrest

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The Program Supplement Agreement is for the preliminary engineering of the upgrade to signals at seven intersections throughout the City of Ridgecrest. The total estimated cost of this work is \$40,000.00 with a local match of \$4,000.00. The funding source is the Highway Safety Improvement Program. The local match will be allocated from 001-4720-410-2106 PWENGR account.

The State requires that one person in the local agency be designated to sign the agreements with the State. The City's Master Agreement with the State stipulates the City Manager as the designated person.

**FISCAL IMPACT:** \$4,000.00

Reviewed by Finance Director

**ACTION REQUESTED:**

Approve A Resolution Requesting Authorization To Enter Into Program Supplement Agreement No. 032-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering Of The Upgrade To Signals At Seven Intersections Throughout The City Of Ridgecrest

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: December 18, 2013

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**RESOLUTION NO. 13-**

**APPROVE A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO A PROGRAM SUPPLEMENT AGREEMENT NO. 032-N WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, UNDER MASTER AGREEMENT NO. 09-5385R AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE AGREEMENT FOR THE PRELIMINARY ENGINEERING OF THE UPGRADE TO SIGNALS AT SEVEN INTERSECTIONS THROUGHOUT THE CITY OF RIDGECREST**

**WHEREAS**, the City of Ridgecrest is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation, and

**WHEREAS**, Program Supplemental Agreements need to be executed with the California Department of Transportation before such funds can be claimed, and

**WHEREAS**, the total estimated cost of this preliminary engineering work is \$40,000.00 and the funding source being the Highway Safety Improvement Program and

**WHEREAS**, matching funds in the amount of \$4,000.00 shall be made available from the 001-4720-410-2106 PWENGR account, and

**WHEREAS**, The State requires that one person in the local agency be designated to sign the agreements with the State, and

**WHEREAS**, The City's Master Agreement with the State stipulates the City Manager as the designated person, and

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Ridgecrest Approves Program Supplement Agreement No. 032-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385r And Authorizes The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering Of The Upgrade To Signals At Seven Intersections Throughout The City Of Ridgecrest

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of December 2013 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Daniel O. Clark, Mayor

ATTEST:

---

Rachel J. Ford, CMC  
City Clerk

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PROGRAM SUPPLEMENT NO. N032  
 to  
 ADMINISTERING AGENCY-STATE AGREEMENT  
 FOR FEDERAL-AID PROJECTS NO 09-5385R

Adv Project ID                      Date: October 16, 2013  
 0914000006                      Location: 09-KER-0-RGCR  
    Project Number: HSIPL-5385(051)  
    E.A. Number:  
    Locode: 5385

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/02/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Seven intersections throughout the City of Ridgecrest

**TYPE OF WORK:** Upgrade signals

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	MS30		LOCAL	OTHER
\$40,000.00		\$36,000.00	\$4,000.00	\$0.00

CITY OF RIDGECREST

STATE OF CALIFORNIA  
 Department of Transportation

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Attest \_\_\_\_\_

By \_\_\_\_\_  
 Chief, Office of Project Implementation  
 Division of Local Assistance  
 Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Hanh Nguyen                      Date 10.21.13                      \$36,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if

**SPECIAL COVENANTS OR REMARKS**

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
8. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.



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

**SUBJECT:** Approve A Resolution Requesting Authorization To Enter Into Program Supplement Agreement No. 033-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering Of The Upgrade Traffic Signals and Pavement Markings At Twelve Intersections Throughout The City Of Ridgecrest

**PRESENTED BY:**  
Dennis Speer, Public Works Director

**SUMMARY:**  
The Program Supplement Agreement is for the preliminary engineering of the upgrade to traffic signals and pavement markings at twelve intersections throughout the City of Ridgecrest. The total estimated cost of this work is \$40,000.00 with a local match of \$4,000.00. The funding source is the Highway Safety Improvement Program. The local match will be allocated from 001-4720-410-2106 PWENGR account.

The State requires that one person in the local agency be designated to sign the agreements with the State. The City's Master Agreement with the State stipulates the City Manager as the designated person.

**FISCAL IMPACT:** \$4,000.00

Reviewed by Finance Director

**ACTION REQUESTED:**  
Approve A Resolution Requesting Authorization To Enter Into Program Supplement Agreement No. 033-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorizes The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering Of The Upgrade Traffic Signals and Pavement Markings At Twelve Intersections Throughout The City Of Ridgecrest

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: December 18, 2013

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**RESOLUTION NO. 13-**

**APPROVE A RESOLUTION REQUESTING AUTHORIZATION TO ENTER INTO PROGRAM SUPPLEMENT AGREEMENT NO. 033-N WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, UNDER MASTER AGREEMENT NO. 09-5385R AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE AGREEMENT FOR THE PRELIMINARY ENGINEERING OF THE UPGRADE TRAFFIC SIGNALS AND PAVEMENT MARKINGS AT TWELVE INTERSECTIONS THROUGHOUT THE CITY OF RIDGECREST**

**WHEREAS**, the City of Ridgecrest is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation, and

**WHEREAS**, Program Supplemental Agreements need to be executed with the California Department of Transportation before such funds can be claimed, and

**WHEREAS**, the total estimated cost of this preliminary engineering work is \$40,000.00 and the funding source being the Highway Safety Improvement Program and

**WHEREAS**, matching funds in the amount of \$4,000.00 shall be made available from the 001-4720-410-2106 PWENGR account, and

**WHEREAS**, The State requires that one person in the local agency be designated to sign the agreements with the State, and

**WHEREAS**, The City's Master Agreement with the State stipulates the City Manager as the designated person, and

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Ridgecrest Approves Program Supplement Agreement No. 033-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorizes The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering Of The Upgrade Traffic Signals And Pavement Markings At Twelve Intersections Throughout The City Of Ridgecrest

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of December 2013 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN

---

Daniel O. Clark, Mayor

ATTEST:

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Rachel J. Ford, CMC  
City Clerk

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**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3151  
Fax (916) 653-7621



October 28, 2013

File : 09-KER-0-RGCR

HSIPL-5385(052)

Twelve intersections throughout the  
City of Ridgecrest

Mr. Dennis Speer  
Public Works Development Director  
City of Ridgecrest  
100 West California Avenue  
Ridgecrest, CA 93555-4054

Attn: Mr. Loren Culp

Dear Mr. Speer:

Enclosed are two originals of the Program Supplement Agreement No. 033-N to Administering Agency-State Agreement No. 09-5385R.

**Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.**

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

A handwritten signature in blue ink that reads "John Hoole".

*for* JOHN HOOLE, Chief  
Office of Project Implementation  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(09) DLAE - Patricia Moyer (Acting)

**PROGRAM SUPPLEMENT NO. N033**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 09-5385R**

**Adv Project ID**                      **Date:** October 16, 2013  
0914000007                      **Location:** 09-KER-0-RGCR  
**Project Number:** HSIPL-5385(052)  
**E.A. Number:**  
**Locode:** 5385

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/02/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Twelve intersections throughout the City of Ridgecrest

**TYPE OF WORK:** Upgrade traffic signs and pavement markings

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	MS30		LOCAL	OTHER
\$40,000.00	\$36,000.00		\$4,000.00	\$0.00

**CITY OF RIDGECREST**

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

By \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** Hanh Nguyen                      **Date** 10.21.13                      \$36,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if

**SPECIAL COVENANTS OR REMARKS**

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
8. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

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

**SUBJECT:** Approval of a Procedure to Establish Strategic Planning Priority Goals

**PRESENTED BY:**

Dennis Speer, City Manager

**SUMMARY:**

This is a continuation of the Strategic Plan discussions which began at a special meeting of the Council on October 1, 2013.

At the November 6, 2013 City Council Meeting, the Council discussed alternative approaches to establish strategic planning priority goals. The approaches included:

1. Conduct a statistically significant survey to establish community priorities utilizing traditional or social media.
2. Hold additional workshops on individual target areas to establish priorities in those areas.
3. Hold a single workshop utilizing focus groups to establish community priorities.
4. Retain a consultant to conduct a professional community priorities survey.
5. Follow a modified staff recommendation to prioritize previous goals.

At the December 4, 2013 City Council Meeting, the Council decided to establish a process utilizing parts of several alternative approaches. Specifically, the Council identified a process that includes the following steps:

1. Staff will review and prioritize previous goals.
2. These goals will be presented to Council for comment and input.
3. Suggestions will be received from traditional and social media communications.
4. A Town Hall meeting will be held to discuss these goals.
5. The Council will establish the strategic planning priority goals with due consideration of the information received.

The Staff recommendation is for the Council to approve this procedure for establishing Strategic Planning Priority Goals.

**FISCAL IMPACT:** N/A

Reviewed by Finance Director

**ACTION REQUESTED:**

Approve the Procedure for establishing Strategic Planning Priority Goals

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: December 18, 2013

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**RESOLUTION NO. 13-**

**A RESOLUTION FORMALLY APPROVING THE PROCEDURE FOR ESTABLISHING STRATEGIC PLANNING PRIORITY GOALS FOR THE CITY OF RIDGECREST**

**WHEREAS**, the City Council began Strategic Plan discussions at a special meeting of the Council on October 1, 2013, and

**WHEREAS**, the Council discussed alternative approaches to establish strategic planning priority goals at the November 6, 2013 City Council Meeting, and

**WHEREAS**, the Council discussed and received comments on the alternative approaches at the December 4, 2013 City Council Meeting, and

**WHEREAS**, the Council decided to establish a process utilizing parts of several of the alternative approaches at the December 4, 2013 City Council Meeting.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Ridgecrest hereby approves the Procedure for establishing Strategic Planning Priority Goals consisting of the following steps:

1. Staff will review and prioritize previous goals.
2. These goals will be presented to Council for comment and input.
3. Suggestions will be received from traditional and social media communications.
4. A Town Hall meeting will be held to discuss these goals.
5. The Council will establish the strategic planning priority goals with due consideration of the information received.

**APPROVED AND ADOPTED** this 18th day of December 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Daniel O. Clark, Mayor

ATTEST:

---

Rachel J. Ford, CMC  
City Clerk

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

**SUBJECT:**

Minute Motion Authorizing A Letter Of Opposition To The Fremont Valley Preservation Project From The Ridgecrest City Council To The Kern County Board Of Supervisors

**PRESENTED BY:**

Dennis Speer – City Manager

**SUMMARY:**

Ridgecrest City Council is committed to protecting the natural resources of this community for the Citizens now and in the future. Information and the Environmental Impact Report for the Fremont Valley Project is extensive and there has not been sufficient time to review and evaluate this information.

Indian Wells Valley Water District, along with other agencies in the region has opposed the Fremont Valley Preservation Project at this time and Ridgecrest Council is requested to send a letter of opposition to the project.

At the time of posting of the agenda, a letter was under construction by attorneys for inclusion and will be released under a supplemental agenda once received.

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Minute motion authorizing staff to send a letter of opposition of the Fremont Valley Preservation Project to the Kern County Board of Supervisors

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Dennis Speer

Action Date: December 18, 2013

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December 13, 2013

Kern County Board of Supervisors  
c/o Clerk, Board of Supervisors  
1115 Truxtun Avenue, 5<sup>th</sup> Floor  
Bakersfield, CA 93301

Subject: Fremont Valley Preservation Project  
As proposed by AquaHelio Resources, LLC

Honorable Board of Supervisors:

This letter is jointly written on behalf of multiple public and private entities located within the Fremont Valley and Indian Wells Valley groundwater basins regarding the Fremont Valley Preservation Project (“Project”). The purpose of this letter is to make you aware of the concerns we have with respect to the Project and the associated Draft Environmental Impact Report (“Draft EIR”).

The primary purpose of this letter is to express our concern with respect to the lack of adequate time that was provided for public review and comment of the associated Draft Environmental Impact Report (“Draft EIR”). The Project involves approximately 4,806 acres overlying the Fremont Valley groundwater basin and generally consists of (1) a proposed water banking component; (2) a native groundwater extraction component; and (3) a solar photovoltaic facility. The Project water components involve the proposed groundwater banking of 222,000 acre feet of water per year and most concerning, an additional annual extraction and exportation of 114,000 of native groundwater for “off-site uses within Kern County”. The Draft EIR and appendices consist of over 7,000 pages. At best, the public review and comment period was 68 days. Although some of the signing entities commented on the Draft EIR, we do not feel that the public comment period was adequate to allow an independent and comprehensive review and comment on the Draft EIR and the Project. It should be noted that previous requests to extend the comment period were rejected by County Staff. We request you re-open the public comment period by granting a 60-day continuance to allow for an independent and comprehensive review and comment on the Project and Draft EIR.

We have additional concerns with respect to the purposes and objectives of the Project. The primary concern with the Project relates to the annual extraction and exportation of 114,000 acre feet native groundwater. The Draft EIR estimates the annual recharge into the Fremont Valley groundwater basin at 15,000 to 17,000 acre feet per year. With such limited annual recharge, we do not understand how the annual extraction and exportation of approximately 100,000 acre feet of native water in excess of the natural recharge to the Fremont Valley groundwater basin can be justified or referred to as “preservation” in any sense of the word. While the Project lands have used groundwater in the past, we understand the amount used was significantly less than the 114,000 acre feet now proposed and was always used on the Project site, not exported to non-

overlying lands. The consequences of pumping at a rate of approximately 65,000 acre feet per year in terms of significant decline of the groundwater table and resulting subsidence from dewatering clays is well-documented. This component of the Project sets dangerous precedent for the exportation of native groundwater from the groundwater basins in eastern Kern County. There is concern that the Indian Wells Valley groundwater basin may be the basin targeted for a project involving the exportation of native groundwater.

Related to the native groundwater exportation component are the legal rights associated with the Project water. It appears that the Project lands have what is known as an overlying right or the right to reasonably and beneficially use groundwater on any overlying lands it may own. However, the native groundwater extraction and exportation component is proposed for use off of Project lands and outside the Fremont Valley groundwater basin. Such a use involves the exercise of an appropriative water right which is distinct from the overlying rights that have been exercised in the past on the Project lands. We are concerned that the legal ramifications of this Project component have not been fully considered by the County.

Lastly, the proposed water banking component identifies public entities and their facilities that are to be part of the water banking component. However, we understand that many of these entities have previously advised AquaHelio and/or the County that they were not interested or their facilities were not available for the water banking component. Without the water banking component, the Project, from a water standpoint, is limited to the exportation of native groundwater.

While each of the signing entities has their own individual concerns and questions regarding the Project and Draft EIR, we are in agreement that, at a minimum, the sheer size and scope of the Project, the volume of the Draft EIR and the new precedent this Project may set merit additional time for meaningful public review and comment. We urge the Board of Supervisors to slow down the approval process and allow additional time for independent review and comment on the Draft EIR and the Project. We need to know that our concerns are being adequately addressed prior to Project approval. We do not feel this is an unreasonable request in light of the potential impacts associated with the Project and the dangerous precedent it sets for the exportation of native groundwater from basins in eastern Kern County.

Thank you in advance for your consideration of our concerns expressed in this letter.

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**CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM**

**SUBJECT:**  
DISCUSSION AND APPROVAL OF RACVB LOAN AGREEMENT

**PRESENTED BY:**

Rachelle McQuiston, Finance Director/Agency Treasurer

**BACKGROUND:**

Historically, the City of Ridgecrest has supported the RACVB with a contribution of \$50,000 annually. The RACVB established a Ridgecrest Transient Improvement District (District) in July, 2012 supported by a two percent (2%) Transient Occupancy Tax, concurrently, the City of Ridgecrest no longer contributed funds to the RACVB.

The RACVB obtained a bank loan to establish the District, with a 10% interest rate. The RACVB has requested the City of Ridgecrest pay off the bank loan of \$23,447.70, and enter into a loan agreement with a 3% interest rate.

Currently, the City of Ridgecrest receives District TOT payments, and monthly forwards the payments to the RACVB, less a 3% administrative fee. The RACVB has agreed to allow the City to reduce the monthly payments by the \$519.00 monthly loan payment.

Given the City of Ridgecrest receives 0.3% on current investments, and the District is willing to enter into a loan agreement paying the City a 3% interest rate, the City of Ridgecrest proposes the attached loan agreement that would mutually benefit the RACVB and the City of Ridgecrest

**FISCAL IMPACT:** \$23,447.70

Reviewed by Finance Director

**ACTION REQUESTED:**

Approval of the loan agreement and attached resolution

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Rachelle McQuiston Finance Director

Action Date: 12/18/2013

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**RESOLUTION NO. 13-**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL AND THE RIDGECREST AREA CONVENTION AND VISITORS BUREAU (RACVB) LOAN AGREEMENT.**

**WHEREAS**, the City Council and the RACVB mission is to improve the economic health of the City of Ridgecrest; and

**WHEREAS**, the RACVB is currently paying 10% interest on a loan, reducing the funds available to increase tourism; and

**WHEREAS**, the City of Ridgecrest currently receives 0.3% on current investments; and

**WHEREAS**, the City of Ridgecrest would receive 3% interest on a loan to the RACVB, and the RACVB would reduce their interest liability by 7%; and

**WHEREAS**, the RACVB has agreed to the loan terms.

**NOW, THEREFORE, BE IT RESOLVED,**

1. That the RACVB enter into a loan agreement over four (4) years at 3% interest;
2. The City of Ridgecrest will issue a check to RACVB the \$23,447.70 owed, to pay off the bank loan;
3. The payments of \$519.00 will be deducted from monthly Transient Occupancy Tax payments;

**APPROVED AND ADOPTED** this 18th Day of December 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Daniel O. Clark, Mayor

ATTEST:

---

Rachel J. Ford, CMC  
City Clerk

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## **LOAN AGREEMENT**

This agreement is entered into this 18th day of December, 2013, between the City of Ridgecrest ("City" or "Lender") and the Ridgecrest Area Convention Visitors Bureau ("Bureau" or "Borrower"). For value received, Borrower agrees to pay to Lender the sum of \$23,447.70, with interest from January 1, 2013, on the unpaid principal at the rate of 3% per annum.

### **I. TERMS OF REPAYMENT**

#### **A. Payment**

Borrower shall pay Lender in accordance with the terms of the Loan Amortization Schedule ("Schedule"), attached hereto as Exhibit "A" and hereby incorporated into this agreement in full. The Loan Amortization Schedule shall be dated and initialed by Lender and Borrower. As set forth in the Schedule, Borrower shall make monthly payments, the first day of each month, in the amount of \$519.00 for forty eight (48) months or until the initial balance of \$23,447.70 is paid to Lender in full. The first payment shall be made by February 1, 2014 and the last payment shall be made by January 1, 2018, unless otherwise agreed to in writing by both parties to this agreement.

#### **B. Method**

Borrower is currently the recipient of moneys generated through Transient Occupancy Taxes paid to and collected by the Ridgecrest Transient Improvement District ("District"), which was established by Lender in July, 2012. In lieu of forwarding monthly payment installments to Lender, Borrower agrees and hereby authorizes Lender to deduct the monthly installments of \$519.00 directly from moneys owed to Borrower from District, and transfer said installments to Lender as payments pursuant to the Loan Amortization Schedule. If the moneys owed to Borrower from District at any given month are insufficient to cover a \$519.00 installment, the unpaid monthly balance shall be added to the principal.

#### **C. Non-Revocable Authorization**

Borrower agrees it shall not revoke the authority of Lender to deduct amounts as set forth above unless and until the total amount due under this agreement and the Schedule is paid off in full. If Borrower revokes or attempts to revoke said authority, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

#### **D. Application of Payments**

All payments pursuant to this agreement and the Schedule shall be applied first in payment of accrued interest and any remainder in payment of principal.

### **II. PREPAYMENT**

Borrower may prepay the amount due and owing prior to the due date(s), with no prepayment penalty.

### **III. DEFAULT**

If any of the following events of default occurs, this agreement, the Schedule, and any other obligations of the Borrower to the Lender shall become due immediately, without demand or notice:

- 1) The failure of the Borrower to pay the principal and any accrued interest when due, as set forth above.
- 2) The filing of bankruptcy involving the Borrower as a debtor.
- 3) The application for the appointment of a receiver for the Borrower.
- 4) The making of a general assignment for the benefit of the Borrower's creditors.
- 5) The insolvency of the Borrower.
- 6) A misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

### **IV. SEVERABILITY OF PROVISIONS**

If any one or more of the provisions of this agreement or the Schedule are determined to be unenforceable, in whole or in part, the remaining provisions shall remain fully operative.

### **V. MISCELLANEOUS**

The failure by Lender to enforce any right under this agreement, or the failure to accelerate the debt evidenced herein by reason of default, shall not be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this agreement and the Schedule. All rights of the Lender under this agreement are cumulative and may be exercised concurrently or consecutively at the Lender's option.

### **VI. GOVERNING LAW**

This agreement and the Schedule shall be construed in accordance with the laws of the State of California.

### **VII. ATTORNEYS' FEES AND COSTS**

If an action at law or in equity is brought to enforce this agreement or the Schedule, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

### **VIII. INTEGRATION**

This agreement and the Schedule represent the entire understanding of Lender and Borrower as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This agreement and the Schedule may not be modified or altered except in writing, signed by both parties.

**IX. NOTICES**

Notices shall be deemed received when deposited in the U.S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

City/Lender:

City of Ridgecrest  
Rachel J. Ford, City Clerk  
100 W. California Avenue  
Ridgecrest, CA 93555

Bureau/Borrower:

Ridgecrest Area Convention and Visitors Bureau (RACVB)  
643 N. China Lake Blvd  
Ridgecrest, CA 93555

IN WITNESS WHEREOF, the parties hereby have caused this agreement to be executed the date first above written.

APPROVED:

City of Ridgecrest  
("City" or "Lender")

APPROVED:

Ridgecrest Area Convention Visitors Bureau  
("Bureau" or "Borrower").

By: \_\_\_\_\_

Dennis Speer, City Manager

By:  \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Rachel Ford, Secretary

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

**SUBJECT:**

Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of December 4, 2013

**PRESENTED BY:**

Rachel J. Ford, City Clerk

**SUMMARY:**

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of December 4, 2013

**FISCAL IMPACT:**

None

Reviewed by Finance Director:

**ACTION REQUESTED:**

Approve minutes

**CITY MANAGER 'S RECOMMENDATION:**

Action as requested: Approve Draft Minutes

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**MINUTES OF THE REGULAR MEETING OF THE  
RIDGECREST CITY SUCCESSOR AGENCY,  
FINANCING AUTHORITY, AND HOUSING AUTHORITY**

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

**December 4, 2013  
5:30 p.m.**

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

**CALL TO ORDER** Meeting was called to order at 5:32

**Council Present:** Mayor Dan Clark; Vice Mayor 'Chip' Holloway; Council Members Jim Sander; Lori Acton; and Steven Morgan

**Council Absent:** None

**Staff Present:** City Manager Dennis Speer; Deputy City Clerk Karen Harker; City Attorney Keith Lemieux; and other staff

**ROLL CALL**

**APPROVAL OF AGENDA**

- *Added A Presentation Of Quad State Local Government Authority Update And Report On Activities By Executive Director – Gerry Hillier*
- *Pulled Item Number 6 the Adoption of a Resolution to Approve a Contract with Willdan Engineering To Provide Construction Management for the West Ridgecrest Boulevard Project from Mahan Avenue to South China Lake Boulevard to present new resolution and staff report*
- *Pulled Item Number 9 the Adoption of a Resolution Approving the Fire Services Agreement between the City of Ridgecrest And County Of Kern due to legal wanting to look over the contract.*

*Motion To Approve Agenda (As Amended) Made By Council Member Acton, Second By Council Member Morgan. Motion Carried By Voice Vote Of 5 Ayes; 0 Noes; 0 Abstain; And 0 Absent*

## **PUBLIC COMMENT – CLOSED SESSION**

- No comments presented by the public

## **CLOSED SESSION – 5:30**

GC54956.9(A) Conference With Legal Counsel – Existing Litigation – City Of Ridgecrest v. William Dale Howard

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

## **REGULAR SESSION – 6:09 p.m.**

- Pledge Of Allegiance
- Invocation

## **CITY ATTORNEY REPORT**

- Closed Session
  - Conference with Legal Counsel - Existing Litigation
    - Brief report, no action taken
  - Conference with Legal Counsel – Existing Litigation
    - No Action Taken
- Other

Brief Background for the public- Case involving loan to a RDA dissolution law. Pay the disputed amount finding completion so that they can free up the TAB funds. This decision has not been made yet but will be made at the Special City Council Meeting they have set for Friday at 1:00 pm.
- Special Meeting was set by the City Council on December 6 at 1:00 pm.

## **PUBLIC COMMENT opened at 6:15 p.m.**

Vicki Rizzardini

- Thanked Mayor for contacting her. Campaigns for drug free environment. Participates in local events with flyers, and packets from the organization that she is involved with. We ask for pledges from teenagers and adults not to do drugs. Discussed how our culture is making it ok for drugs to be in our society. Discussed the effects of drugs and how the effects of drugs will increase with time. Encourage the audience to visit the website [www.drugfreeworld.org](http://www.drugfreeworld.org). Showed packets that they provide in the program that they offer. It is important that we educate all of our children before the age of 11 or 12 years of age. Anyone interested in more information can contact Ms. Rizzardini at 760-382-1233 or [drugfeeridgecrest.yahoo.com](mailto:drugfeeridgecrest.yahoo.com).

Jerry Taylor

- Will we be able to ask questions during Chief Strand's presentation? Chief Strand indicated that there would be a question and answer period.

Mayor Clark

- Took noticed that the Fire Department was in the audience and let them know that the City Council had pulled item number 9 due to legal issues and that our legal department needed to go over the contract.

## PRESENTATIONS

### **1. Presentation Of the PACT Volunteer of the Month Award**

**Clark**

- Council presented Barbara Pudgorski with an award for Employee/Volunteer of the Month.

### **2. Certificates of Appreciation to the Chairpersons of the 50<sup>th</sup> Celebration Committees**

**Clark**

- Mayor Clark distributed certificates of appreciation to chairpersons of the committees who assisted with the 50<sup>th</sup> anniversary of incorporation event.

### **Quad State Local Government Authority Update and Report on Activity by Executive Director Gerry Hillier**

**Morgan**

- Presentation done by Gerry Hillier regarding what has been happening over the last year. Gave a brief background to the audience. Quad State consists of 9 counties and 1 agency the City of Ridgecrest. We have been in existence for 15 years. We organized around issues of Tortoise Habitat issues and urbanization. Discussed the recovery plan of the Tortoise Habitat in the surrounding area. We have gotten involved in BLM, Area Resources Grounds, and other Agency and have gotten involved in what climate change is going to happen in the regional area. Major efforts next year... EPA over state water rights and over the water sheds as they put it under federal authority. Your funding is still keeping the City of Ridgecrest informed about what is going on in your area. We still have an office in Washington and are still welcome to the table. I would personally like to thank Steve Morgan, the City of Ridgecrest, and Kern County.

Mayor Clark

- Thanked Mr. Hillier for coming and presenting at the City Council Meeting tonight.

Steve Morgan

- What you are hearing is just a snapshot of what is happening with the use of open space and what is happening in public land. I would like to request to the City Council that we send a letter to the Kern County Supervisors that they continue to support the Quad State Local Government Authority.

Mayor Clark

- **We will put that on the agenda for the next Council Meeting.**

Chip Holloway

- Discussed the amount of money spent on the Tortoise and how you spend that on Tortoises and maybe not on feeding someone

Lori Acton

- an eye opener and work is invaluable
- BLM has a roundtable and is the 4th Thursday of each month. Due to the holidays they will meet tomorrow night and then in January.

**3. Police Department Presentation On Current Crime Trends Strand**

- Chief of Police Ron Strand gave a PowerPoint presentation to Council on the current crime trends in Ridgecrest. Discussed Reasons for Increases and Decreases from AB109 and Strategies to Address Crimes.

Lori Acton

- December 11 meeting at Crossroads is at what time?

Chief Strand

- 6 pm at night

Lori Acton

- Do you have information at Cal City Prison?

Chief Strand

- The State will be taking over facility and it will be 800 employees with 2500 inmates.

Lori Acton

- You indicated that there are no rehab facilities in the area and we don't have the resources. Lori Blowers was working with a group do they not have an inpatient or outpatient.

Chief Strand

- They are operating on an outpatient facility.

Lori Acton

- Are we seeing a different type of drug in our community?

Chief Strand

- No we are not. The users are still using crystal meth, heroin, marijuana, oxycotin.

Steve Morgan

- Chief Strand thank you. I thought it was extremely important that you make this presentation. I hope that we will get this into the paper and that it's not that enough is being done and that we are doing what is best. The public can get involved with volunteer groups by neighborhood watch or PACT. Bottom line is that we need your help and get involved.

Mayor Clark

- Chief Strand I would like to make sure that we have our Action Committee Meeting in January.

Jerry Taylor

- Chief Strand I realize that you have quality staff, quality service, but do you want more officers. A million dollars of Measure L went to your budget but officers went down by 2. Asking the Council to look at what you have by having less officers.

Chief Strand

- I have 17 working the streets. I am looking to asking for the Code Enforcement Officer back. Blight brings in a certain type of crime. I need to improve neighborhoods so that the neighborhoods are being taken care of. If I need to ask for more officers then I will do so.

David Matthews

- What can the average citizen do now until the Action Committee meets in January? I'm aware of the neighborhood watch. If we see something going down do we call 911 or the business line?

Chief Strand

- If the issue is life threatening call 911; anything else the business line. We still have community involvement and our citizens are still paying attention to what is going on in our community.

David Matthews

- What is the highest officers' count the City has ever had?

Chief Strand

- In 1991 the City had 40 officers for about 30 minutes.

## CONSENT CALENDAR

4. Approve A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 031-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering And Construction Of The Roadway Widening And Realignment Of Drummond Avenue From Inyo Street  
Speer
5. Approve A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 030-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The Preliminary Engineering And Construction Of The Traffic Signal At The Intersection Of China Lake Boulevard And Bowman Avenue  
Speer
6. Adopt A Resolution To Approve the Professional Services Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide Construction Management for the West Ridgcrest Boulevard Project from Mahan Avenue to South China Lake Boulevard and Authorizing the City Manager Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement Speer
7. Approval Of Draft Minutes Of The Regular Council Meeting Dated November 20, 2013 Ford

Items pulled: Nos. 4, 5, 6 and 7

### Item 4 Discussion

Dave Matthews

- I don't understand how we can get money for this area of Drummond when I had last heard there were no funds for it.

Dennis Speer

- Mr. Speer explained that these are different pots of money that that the funds that we received for doing this project came from the Highway Improvement Safety Program or (HSIP) and not from Street Funds or Road Funds.

Item 5 Discussion

Dave Matthews

- How can we get money for the signal when we get money for the paving of the street between China Lake and Bowman which is so bad?

Mr. Speer

- Mr. Speer explained again that these are different pots of money and that these funds came from the Highway Improvement Safety Program (HSIP).

Jerry Taylor

- With the Walmart Project going in at the same time, I am assuming that the grading and synchronization of the signal will be done with the project?

Dennis Speer

- Yes, coordination will be happening with Walmart.

Item 6 Discussion

Dennis Speer

- Mr. Speer presented to the City Council a new Resolution informing them that Staff advertised and solicited engineering firms for Construction Management for Professional Services on the West Ridgecrest Blvd Project and only one proposal was submitted. Staff reviewed the proposal from the firm Willdan Engineering and recommends that the City Council approves the proposal. There were not multiple proposals as indicated in the original staff report and there was not a selection committee. Mr. Speer discussed using the curves of fees and feels that Willdan has given a fair price and that staff has a good working relationship with Willdan from previous projects. Mr. Speer indicated that Doug Wilson from Willdan Inc. was here in the audience to take questions if the Council had any.

Steve Morgan

- Discussed the process of the 210 day working calendar for the West Ridgecrest Blvd Project and is happy that Willdan Engineering is working as an extension of City of Ridgecrest.

Chip Holloway

- How many full time staff member would it take to do the job that Willdan is providing to the City of Ridgecrest?

Dennis Speer

- The City would have to hire at least 5 full time employees.

Item 7 Discussion

Chip Holloway

- Approval of Minutes - In Council Present, Jason Patin, Mayor Pro Tem needs to be replaced with Councilmember Steve Morgan

*A new Resolution for Item number 6 was discussed in the meeting presented to City Council Members. Attached to Minutes.*

*Motion To Approve Consent Calendar (As Amended) Made By Council Member Morgan, Second By Council Member Holloway. Motion Carried By Voice Vote Of 5 Ayes; 0 Noes; 0 Abstain; And 0 Absent.*

**DISCUSSION AND OTHER ACTION ITEMS**

**8. Discussion And Approval Of Adjustments To The FY 2013-2014**

**Speer**

Dennis Speer

- Presented staff report to the City Council

Steve Morgan

- Most of these costs were in the budget cycle and we had set aside these funds for the adjustments just didn't do them at the time of the budget hearing?

Dennis Speer

- Yes that is correct

Chip Holloway

- 75,000 costs allocated for the pumps at the parks

Dennis Speer

- Yes we have the saving between salaries of the Park Director and the Parks Manager to help offset these cost

Jim Sanders

- The \$61,711 for licensing fees

Dennis Speer

- This is for the licensing for Microsoft three year agreement

Jim Sanders

- Thirty Thousand for training. Do we have a need of that

Dennis Speer

- There is an estimate for prior years and city council for the training that is needed for a new City Council. This is also for the entire Department across the board. The thirty thousand isn't for one specific department.

**Public Comment**

Jerry Taylor

- Recommendation the City should put the wells on meters to monitor how much water the City is putting on the grass areas to understand the consumption. What about water conservation at the time. Relative to training, please keep in mind that the Navy has not travel in one year and the City should think about how they are spending their budget when it comes to travel.

*Motion To Approve A Resolution Authorizing Budget Amendment No. 13- Made By Council Member Morgan, Second By Council Member Sanders. Motion Carried By Voice Vote Of 5 Ayes; 0 Noes; 0 Abstain; And 0 Absent*

**9. Adopt A Resolution Approving The Fire Services Agreement Between The City Of Ridgecrest And County Of Kern** **McQuiston**

ITEM WAS PULLED

**10. Adopt A Resolution Approving A Mission Statement, Vision Statement, And Core Values For The City Of Ridgecrest** **Speer**

Dennis Speer

Presented staff report

- Mr. Speer discussed the Mission Statement, Vision Statement, and Core Values as presented at the Workshop on October 26, 2013. Staff then put together a draft Mission and Vision Statement and a tentative Core Value list to be presented to the Council for approval. These items are attached at Attachments "A" and "B".

Lori Acton

- I like it and I feel it sums up what we should be doing.

Steve Morgan

- This is what we are looking at annually. This is something that we can modify as we go. Promote what is in the future. This Council and this Staff is dedicating itself to get better. What we are striving for is to be better. Your comments and we move forward year after year will be greatly appreciated.

Jim Sanders

- Typo under the core value Add compatible “with”. I really like the cored values that we came up with. Good ideas that came out of the meeting. I am all for it.

Chip Holloway

- I also support what my colleges have to say. I believe that this is a good representation of what the City of Ridgecrest is heading.

Mayor Clark

- I believe that this represents who we are as a councilmembers. I’m pleased and I hope that the community is also pleased.

**Public Comments**

- NONE PRESENTED

*Motion To Approve A Resolution Approving A Mission Statement, Vision Statement, And Core Values For The City Of Ridgecrest Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Voice Vote Of 5 Ayes; 0 Noes; 0 Abstain; And 0 Absent*

**11. Discussion And Adoption Of A Procedure To Establish Goals For The City Of Ridgecrest Strategic Plan Speer**

Dennis Speer

Presented staff report

- On November 6, 2013 City Council discussed alternative approaches to goal setting for the City of Ridgecrest Strategic Plan. Mr. Speer discussed the five approaches that the City Council could use. Ask the Council for discussion, comment, and their ideas for the approach that they wanted to take.

Jim Sanders

- What was the step for getting the consultant?

Dennis Speer

- Step four was getting a consultant. Discussed the Top Line Survey

Jim Sanders

- If we are doing two surveys at the same time

Dennis Speer

- The goal is to select one of the processes or several approaches of the Strategic Plan so that we can establish the goals.

**MINUTES – RIDGECREST CITY COUNCIL/REDEVELOPMENT AGENCY - REGULAR**

**December 4, 2013**

**Page 11 of 14**

Jim Sanders

- I misunderstood. I'm sorry.

Lori Acton

- Strategic plan is a living document. We just had a RFP out for a marketing group they need to be asking these questions.

Chip Holloway

- Past behavior is an indication of future behavior. To try to pull public input is hard to get. I would like a combination of 1 and 5. We each have a core of constituents and if we get their input and then go from there we get the goals that way or at least the questions.

Steve Morgan

- The blue print process might not be what the City of Ridgecrest wanted, but if we get to a grouping of goals. How do we get the questions for the survey and

Dennis Speer

- You allow staff or a modified staff to get the goals which would be your grouping of goals and you get your questions from those goals.

Chip Holloway

- Gave an example of \$50,000 for the UAV for the airport and was that in the last survey and should the City use this sort of funding to help with projects like this.

Mayor Clark

- Respectfully submit, modify goals through staff support, and gather public input through social media and then a workshop for those who won't use the social media.

Dennis Speer

- I can take to Department Heads to get the modify goals and then bring back to City Council for your review to generate the questions for the questionnaire

Jim Sanders

- In regards to a timeline when do you want to see the survey come back? Are we looking at a six month process?

Dennis Speer

- No, I'm looking a reviewing goal, getting it back to Council and questionnaires by February.

Chip Holloway

- We get the goals from staff, and then make questionnaires?

Mayor Clark

- Just to make sure that we are on the same page. We receive goals from staff, then questionnaire, social media to gather public input, workshop and then final priority.

Council Action for Goal Setting:

- Receive Goals from Staff
- Questionnaire
- Social Media to gather public input
- Workshop
- Final Priority

**Public Comment:**

Jerry Taylor

- If you look at GOBE your data is already there. UAV is just an example of what they do. They have very good information.

*Motion to Approve a Procedure to Establish Goals For the City of Ridgecrest Strategic Plan Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Voice Vote Of 5 Ayes; 0 Noes; 0 Abstain; And 0 Absent*

**COMMITTEE REPORTS**

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

Members: Jim Sanders, Dan Clark  
Meetings: 3<sup>rd</sup> Tuesday of the Month at 4:00 P.M., Kerr-McGee Center  
Next Meeting: To Be Announced

Jim Sander

- There will be a Meeting of the ACTION Committee Meeting on January 21, 2014

**Veterans Advisory Committee**

Members: Dan Clark  
Meetings: 1<sup>st</sup> and 3<sup>rd</sup> Monday of the Month At 6:00 p.m., Council Conference Room  
Next Meeting: To Be Announced

Dan Clark

- Updated the Community on upcoming events from the Veterans Advisory Committee. He is happy with where the Committee is going.

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

Members: Chip Holloway

Meetings: 1<sup>st</sup> Wednesday Of The Month, 8:00 A.M.

Next Meeting: Date and Location To Be Announced

Chip Holloway

- Sundance Media gave a presentation at the Board Meeting today explaining the Facebook campaign of Jawbone Canyon. The Campaign was very successful for very little money.
- PBS's Steve Brown of "The Sun Runner" has a show on KVCR, the California Desert, which airs on channel 24 on both DISH and Direct TV.
- Doug Lueck met with Matt Zubia regarding the promotion of a concert on January 31, 2014. The group is Incendio's World Class Guitars.
- The next meeting January 8, 2014. The location is to be determined.

Doug Lueck

- There were three productions in the valley for the month. 28 days of filming, 1000 of extras, direct cash into the community. A total of \$675,000 of revenue

**OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

Steve Morgan

- Kern Cog Meeting – A big change if Chapter 2. We are now obligated to have build ready projects in January instead of March. This needs to have a presentation in front of the Measure L Committee so that they put aside money. Mayor Clark stated that we staff can put together a presentation that can go before the committee so that they can have an overview of what this change in the Kern Cog requirements has done to the City of Ridgecrest.

**CITY MANAGER REPORT**

Dennis Speer

- 1) Our City Clerk and Finance Director are at the League of California City Conferences. Ms. Karen Harker has been here taking minutes for us tonight.

## **MAYOR AND COUNCIL COMMENTS**

Steven Morgan

- Glad that we are using the current survey – times have changed
- Very happy with the participation of City of Ridgecrest 50<sup>th</sup> Anniversary and UAV at the Inyokern Airport
- 36 year of Santa Art Shop – Lion Club has Santa there for families to have pictures taken
- Elks Children's Christmas parade on December 14, 2013. The Lion's Club will once again have Santa participating in the parade.

Lori Acton

- Santa Art Shop this weekend
- Craft Shop on the December 18, 2013

Jim Sanders

- I was very impressed with the information provided by Quad State and very happy to get information. Mr. Morgan has given me some background into the agency but it was great to hear it firsthand.

Chip Holloway

- Grant Application – video conferencing air pollution control is something to look into.

Dan Clark

- Special meeting on Friday at 1pm for Tab Funding
- Mr. Craig Campbell – social security office back in Ridgecrest possibility as video - conferencing.

ADJOURNMENT at 8:39 pm

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Karen Harker, Deputy City Clerk



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

**SUBJECT:**

Minutes of the Special City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of December 6, 2013

**PRESENTED BY:**

Rachel J. Ford, City Clerk

**SUMMARY:**

Draft Minutes of the Special City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of December 6, 2013

**FISCAL IMPACT:**

None

Reviewed by Finance Director:

**ACTION REQUESTED:**

Approve minutes

**CITY MANAGER 'S RECOMMENDATION:**

Action as requested: Approve Draft Minutes

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**MINUTES OF THE SPECIAL MEETING OF THE  
RIDGECREST CITY SUCCESSOR AGENCY,  
FINANCING AUTHORITY, AND HOUSING AUTHORITY**

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

**December 6, 2013  
1:00 p.m.**

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

**CALL TO ORDER** Meeting was called to order at 1:00 pm

Council Present: Mayor Dan Clark; Vice Mayor 'Chip' Holloway; Council Members Jim Sander; Lori Acton; and Steven Morgan

Council Absent: None

Staff Present: City Manager Dennis Speer; Deputy City Clerk Karen Harker; City Attorney Keith Lemieux; and other staff

**ROLL CALL**

**APPROVAL OF AGENDA**

**REGULAR SESSION – 1:00 p.m.**

- Pledge Of Allegiance
- Invocation

**PUBLIC COMMENT**

Jerry Taylor

- Since the dissolution of Committees the Council has not spoken to or about Infrastructure Committee meeting. What are the roads projects that are being done with the Measure L money that was give this last year. There was \$800 K. Redevelopment money has purchase parks and not roads. I recommend that the Council bring back the Measure L list that was given to the Council. How do we prioritize the money? Discussed roads and the streets in our community. Mr. Taylor is very concerned about our infrastructure in our community.

## DISCUSSION AND OTHER ACTION ITEMS

1. Discussion and Authorization to Pay the State Department of Finance the disputed claim amount related to the Dissolution of the Redevelopment Agency Speer

Dennis Speer

- Presented staff report as written

Mayor Clark

- Would like to turn it over to legal staff

Keith Lemieux

- The big question is can this payment be made by bond proceeds. Mr. McEwen to think that we can make the payment from the proceeds and that this would not impact the proceeds and would not cause the litigation to stop.

Chip Holloway

- How quickly would we see the issue of the funds or bonds

Keith Lemieux

- Referred to the health and safety section of the resolution and discussed the action and how it would proceed forward. We could have this issued as soon as Monday and no later than Friday.

Steve Morgan

- Goes without saying that we need to take this route but we need to free up this money and need to make payment of this amount at this time and to good for this community.

Lori Acton

- We pay under protest and giving three million so that we get 24 million so that we can do the streets and keep moving forward

Jim Sanders

- No right answers. Frustrating that it has come down to this and that the public doesn't see how we have to work with the state. I feel that this is the right thing to do to move forward.

Chip Holloway

- Frustration and being active at the League and offered this solution from day one and were told no and now here we are doing this and have lost time where we could have been doing our Capital Improvement projects.

Keith Lemieux

- Underlying dispute is just difficult and you never know what the State is going to do. We try and do the best that we can with the information that we have at the time.

Mayor Clark

- It is imperative that we resolve this issue, we have time constraints and need to move forward quickly.

***Public Comment***

Dave Matthew

- Does the existing litigation go away

Keith Lemieux

- The existing litigation still moves forward even though you receive the bond funds

Dave Matthew

- How long will it go on for?

Keith Lemieux

- I don't know how long it could go on for.

Jerry Taylor

- You might as well proceed. Regarding the funds that you get I would caution you that the State could ask that you pay back what you are spending. You might have to pay out of your general fund. Do you have it in your general fund? The Council needs to be very cautious. If we had spent like our predecessor has told us to we might not be in this situation. But we didn't and I just would caution the Council.

Keith Lemieux

- We know that we are half on a slippery slope and half not.

***Closing Comments***

Steve Morgan

- Mr. McEwen and Mr. Lemieux thank you for all of your help for getting us through this process. I appreciate it. Some might have thought we should have moved quicker but here we are.

Lori Acton

- Echo what Mr. Morgan said. Thank Mr. McEwen and Mr. Lemieux. Just need to move forward and get the funds into the community.

**MINUTES – RIDGECREST CITY COUNCIL/REDEVELOPMENT AGENCY - REGULAR**

**December 6, 2013**

**Page 4 of 4**

Jim Sanders

- I just wanted to make sure that I recognize the support the City received from our state legislators. Is it possible for the State to issue not issue the Notice of Completion?

Keith Lemieux

- I guess that there is always that possibility, but it wouldn't be to their advantage.

Chip Holloway

- Letters from the Legislators were probably not even open. Discussed how the League worked to move this through the

Mayor Clark

- When the Bonds were issued the city was supposed to spend 10%, 30%, 60%, 85%. Time is of the essence. In March the City sent \$7,707,181 million, \$4,252,053.25 million, \$2,998,867 million. This year alone 14 million was sent to the State. When it comes to what it says and we are working with an 11million dollar budget.

*Motion To Approve A Resolution of the City Of Ridgecrest Acting as Successor Agency to the Ridgecrest Redevelopment Agency to pay disputed claims related to the dissolution of the Ridgecrest Redevelopment Agency under protest Made By Council Member Morgan, Second By Council Member Acton. Motion Carried By Voice Vote Of 5 Ayes; 0 Noes; 0 Abstain; And 0 Absent*

**ADJOURNMENT** at 1:26 pm

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Karen Harker, Deputy City Clerk

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

**SUBJECT:**

Update report from the Codification Committee tasked with researching and amending the building and zoning codes and appointment of a replacement member fill vacancy due to a resignation

**PRESENTED BY:**

Jim Sanders – Council Member

**SUMMARY:**

Members of the planning commission have formed an Ad Hoc committee to review and recommend amendments certain portions of the municipal code.

The recent resignation of a member of the committee has resulted in a need to appoint another individual to participate in this committee.

Council will hear a brief update of the progress being made and will appoint a new committee member to replace the vacancy.

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Select appointee to serve on the codification committee

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

**SUBJECT:**

Receive and File The Ridgecrest Area Convention And Visitors Bureau Tourism Improvement District Annual Report

**PRESENTED BY:**

Gary Parsons

**SUMMARY:**

The Annual Report of the Ridgecrest Area Convention & Visitor Bureau (RACVB) as the owner's association of the Ridgecrest Tourism Improvement District for FY 2012-2013 is presented to the City Council for its review and acceptance in accordance with Section 36650 of the Health & Safety Code.

Mr. Doug Lueck, Executive Director can provide an overview and respond to any questions of the Council concerning the Ridgecrest Tourism Improvement District (RTID). Staff recommends to Receive and File The Ridgecrest Area Convention And Visitors Bureau Tourism Improvement District Annual Report as presented

**FISCAL IMPACT:**

None

**ACTION REQUESTED:**

Receive and File The Ridgecrest Area Convention And Visitors Bureau Tourism Improvement District Annual Report

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Receive and File:

Submitted by: Gary Parsons  
(Rev 2/13/12)

Action Date: Dec.18 2013

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**Ridgecrest Area Convention & Visitor Bureau  
Ridgecrest Regional Film Commission  
Ridgecrest Tourism Improvement District**

**2012-2013 Annual Report  
Fiscal Year Ending September 30, 2013**

The Annual Report of the Ridgecrest Area Convention & Visitor Bureau (RACVB) as the owner's association of the Ridgecrest Tourism Improvement District for FY 2012-2013 is presented to the City Council for its review and acceptance in accordance with Section 36650 of the Health & Safety Code.

Pursuant to the requirements, the RACVB did file with the City Clerk after the end of the associations' fiscal year a copy of the report required by Section 36650 (b). The City Council may approve the report as filed by the owners' association or may modify any particular item contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The report shall contain all of the following information:

- (1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- (2) The improvements and activities to be provided for that fiscal year.
- (3) An estimate of the cost of providing the improvements and the activities for that fiscal year.
- (4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- (5) The amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- (6) The amount of any contributions to be made from sources other than assessments levied pursuant to this part.

## 2012 Annual Planning Report The Ridgecrest Tourism Improvement District

**District Name:** This report is for The Ridgecrest Tourism Improvement District

**Fiscal Year of Report:** This report applies to the 2012-2013 Fiscal year only.

**Boundaries:** The RTID includes all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Ridgecrest. The boundaries currently include 18 lodging businesses. The City's boundaries for the RTID will remain the same for the 2013-2014 fiscal year. See District Map attached to this report as Appendix A.

### **Improvements and Activities for 2012-2013:**

- Office relocation from 105 E. Sydnor to 643 N. China Lake Blvd.
- Purchase of Hunting Magic statue as branding tool for Ridgecrest and marketing tool for petroglyph-related products and events
- Staffing increase from one director and one part-time secretary to include two additional part-time marketing staff.
- Organization and publicity costs related to the Ridgecrest Desert Wildflower Festival
- Trade Shows and Events including:
  - International PowWow
  - COLA Award Show
  - California Only Film Locations Conference
  - LA Travel and Adventure Show
  - AFCI Locations Show

**Total Estimate Cost:** A breakdown of the total 2012-2013 budget is attached to this report as Appendix B.

**Method and Basis for Assessment:** The method and basis for levying the 2012-2013 assessment for the Ridgecrest Tourism Improvement District remains the same as listed in the Management District plan.

**Amount of Surplus/Deficit from previous Fiscal Year:** Based on the annual review at the conclusion of the 2011-2012 fiscal year, there was a surplus of \$4,500.00 carried into the 2012-2013 fiscal year.

**Amount of Contributions from other sources:** The District received additional revenue from the following sources:

- Kern County Tourism Grant - \$2,500.00
- Film Permit fees - \$2,100.00
- Ridgecrest Desert Wildflower Festival - \$6,000.00
- Membership dues - \$28,000.00

(Attached will be the budget review from Harold Manning and the District Map)



Ridgecrest Area Convention  
and Visitors Bureau

Financial Statements

September 30, 2013

Burkey Cox Evans & Bradford, CPA's  
Accountancy Corporation  
425 West Drummond, Suite A  
Ridgecrest, CA 93555  
(760)375-1508

Ridgecrest Area Convention  
and Visitors Bureau  
PO Box 1838  
Ridgecrest, CA 93555

We have compiled the accompanying statement of financial position of Ridgecrest Area Convention and Visitors Bureau, (a non-profit organization) as of September 30, 2013 and the related statement of changes in net assets for the twelve months then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any assurance about whether the financial statement are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statements of cash flows were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

*Sharon W. Manning, CPA*

Burkey Cox Evans & Bradford, CPA's  
Accountancy Corporation

October 31, 2013

**Ridgecrest Area Convention  
and Visitors Bureau  
Statement of Financial Position  
September 30, 2013**

**ASSETS**

**CURRENT ASSETS**

Cash On Hand	\$ 400.00
Checking - Bank of America	37,598.58
Checking - Desert Valley FCU	5.00
Savings - Bank of America	3,053.52
Restricted Savings - Bank of America	313.24
Accounts Receivable	<u>3,708.64</u>
<b>Total Current Assets</b>	<u><b>45,078.98</b></u>

**PROPERTY AND EQUIPMENT**

Automotive Equipment	24,411.33
A/D Automotive Equipment	(24,411.33)
Equipment	23,502.32
A/D Equipment	(20,194.10)
Displays	36,994.02
A/D Displays	(20,729.30)
Signs	35,756.00
A/D Signs	<u>(35,503.04)</u>
<b>Total Property and Equipment</b>	<u><b>19,825.90</b></u>

**OTHER ASSETS**

Prepaid Insurance	1,366.48
Prepaid Rent	<u>1,200.00</u>
<b>Total Other Assets</b>	<u><b>2,566.48</b></u>

**TOTAL ASSETS** \$ 67,471.36

**Ridgecrest Area Convention  
and Visitors Bureau  
Statement of Financial Position  
September 30, 2013**

**Liabilities and Net Assets**

**CURRENT LIABILITIES**

Accounts Payable	\$ 1,200.00
Payable to Gorman	2,307.75
Payroll Taxes Payable	1,817.16
Accrued Vacation	749.72
VISA Payable	20,562.38
DVCU Short Term Debt	<u>3,100.74</u>

**Total Current Liabilities** 29,737.75

**LONG-TERM LIABILITIES**

DVCU Long Term Debt 20,955.00

**Total Long-Term Liabilities** 20,955.00

**Total Liabilities** 50,692.75

**NET ASSETS**

Unrestricted	(13,366.86)
Temporarily Restricted	2,832.00
<b>Change in Net Assets</b>	<u>27,313.47</u>

**Total Net Assets** 16,778.61

**TOTAL LIABILITIES AND  
NET ASSETS** \$ 67,471.36

**Ridgecrest Area Convention  
Statement of Revenue and Expenses  
Actual vs. Budget**

	Actual		12 Months Ended September 30, 2013 Budget		Variance
	\$	%	\$	%	\$
<b>Revenues</b>					
Grant Income	\$ 2,500.00	1.16%	\$ 3,000.00	1.49%	(500.00)
RTID Income	168,236.54	78.18%	185,000.00	91.58%	(16,763.46)
RTID Reserve	5,203.19	2.42%	0.00	0.00%	5,203.19
Membership Dues	27,835.75	12.94%	8,500.00	4.21%	19,335.75
Contributions	161.00	0.07%	0.00	0.00%	161.00
Film Permits	2,133.90	0.99%	2,000.00	0.99%	133.90
Miscellaneous Income/Reimburs	3,078.38	1.43%	0.00	0.00%	3,078.38
Interest Income	0.84	0.00%	0.00	0.00%	0.84
Wildflower Festival	6,030.61	2.80%	3,500.00	1.73%	2,530.61
<b>Total Revenues</b>	<u>215,180.21</u>	<u>100.00%</u>	<u>202,000.00</u>	<u>100.00%</u>	<u>13,180.21</u>
<b>Personnel</b>					
Director	54,876.92	25.50%	48,351.00	23.94%	6,525.92
Admin. Assistant	19,598.50	9.11%	14,630.00	7.24%	4,968.50
Health Insurance - Director	3,718.42	1.73%	3,720.00	1.84%	(1.58)
Employer Payroll Taxes	7,268.53	3.38%	21,041.00	10.42%	(13,772.47)
<b>Total Personnel</b>	<u>85,462.37</u>	<u>39.72%</u>	<u>87,742.00</u>	<u>43.44%</u>	<u>(2,279.63)</u>
<b>Operating Expenses</b>					
Automobile Expense	2,158.43	1.00%	2,300.00	1.14%	(141.57)
Bad Debt	2,600.00	1.21%	0.00	0.00%	2,600.00
Bank Charges	40.21	0.02%	0.00	0.00%	40.21
Cash Over/Short	0.02	0.00%	0.00	0.00%	0.02
Collection Expense	165.99	0.08%	0.00	0.00%	165.99

See Accountants' Compilation Report

**Ridgecrest Area Convention  
Statement of Revenue and Expenses  
Actual vs. Budget**

	12 Months Ended September 30, 2013				Variance \$
	Actual		Budget		
	\$	%	\$	%	
Conference Expense	120.00	0.06%	0.00	0.00%	120.00
Depreciation	4,645.07	2.16%	0.00	0.00%	4,645.07
Donation	405.00	0.19%	0.00	0.00%	405.00
Dues and Subscriptions	3,329.95	1.55%	3,000.00	1.49%	329.95
Interest	4,733.89	2.20%	0.00	0.00%	4,733.89
Insurance, Workers Comp	1,219.50	0.57%	900.00	0.45%	319.50
Insurance, General Liability	1,305.00	0.61%	1,400.00	0.69%	(95.00)
Insurance, Auto	646.60	0.30%	815.00	0.40%	(168.40)
Legal and Accounting	4,085.00	1.90%	4,000.00	1.98%	85.00
Licenses & Fees	215.49	0.10%	300.00	0.15%	(84.51)
Marketing	19,614.66	9.12%	56,000.00	27.72%	(36,385.34)
Meals & Entertainment	1,337.46	0.62%	0.00	0.00%	1,337.46
Miscellaneous	284.67	0.13%	1,500.00	0.74%	(1,215.33)
Office Supplies	9,006.40	4.19%	5,250.00	2.60%	3,756.40
Postage/Box Rent	1,205.88	0.56%	900.00	0.45%	305.88
Professional Services	1,662.58	0.77%	0.00	0.00%	1,662.58
Rent	13,686.00	6.36%	14,400.00	7.13%	(714.00)
Repairs and Maintenance	1,753.20	0.81%	1,000.00	0.50%	753.20
RTID Fees	5,353.16	2.49%	0.00	0.00%	5,353.16
Telephone	3,720.06	1.73%	3,000.00	1.49%	720.06
Trade Show Expense	10,288.92	4.78%	6,000.00	2.97%	4,288.92
Travel & Training	1,022.61	0.48%	5,000.00	2.48%	(3,977.39)
Wildflower Festival	6,277.01	2.92%	2,000.00	0.99%	4,277.01
Utilities	1,521.61	0.71%	2,040.00	1.01%	(518.39)
<b>Total Operating Expenses</b>	<u>102,404.37</u>	<u>47.59%</u>	<u>109,805.00</u>	<u>54.36%</u>	<u>(7,400.63)</u>
<b>Net Income (Loss)</b>	<u>\$ 27,313.47</u>	<u>12.69%</u>	<u>\$ 4,453.00</u>	<u>2.20%</u>	<u>22,860.47</u>

See Accountants' Compilation Report



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

**SUBJECT:**

Approve by minute motion, a letter of support to the Kern County Board of Supervisors for continued membership in the Quadstate Local Government Authority

**PRESENTED BY:**

Council Member Steven P. Morgan

**SUMMARY:**

The Quadstate Local Governments Authority is a Joint Exercise of Powers Authority established between seven counties in four Western states. Its member counties are Mohave County, Arizona; California's Imperial, Kern and San Bernardino Counties; Lincoln and Nye Counties, Nevada; and Washington County, Utah. The Authority's Board of Directors, which meets quarterly, is comprised of elected officials representing each of the member counties.

The Authority was organized to provide a multi-county voice on federal natural resource management and public lands issues primarily in the Mojave Desert region. The Authority advances its policy priorities through legislative and regulatory advocacy and analysis, input regarding land use plans and decisions, and legal action.

The Authority is interested in resource management and balanced multiple use of public lands and public land resources. The Authority also represents the appropriate integrated consideration of private land values by the Federal and State agencies. The Authority seeks implementation of rational resource management strategies that provide for balancing the needs of natural resources with the interests and needs of residents and constituents. It also recognizes and advocates the interests of local government as a partner in providing services and infrastructure to the region. It fully supports science-based resource management and conservation. The Authority supports constructive dialogue among the Federal and State land and wildlife management agencies to ensure sensitivity to regulatory impacts upon local government.

In addition to the basic representation of the Authority on regional issues, the Authority's staff also represents the three counties bordering the Lower Colorado River, under the Authority's name, on the Steering Committee for implementing the Lower Colorado River Multi-Species Conservation Plan.

This item is a discussion and approval of a letter from City of Ridgecrest City Council to the Kern County Board of Supervisors requesting their continued support of and membership in the Quadstate Local Government Authority

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Minute Motion authorizing staff to draft and send a letter of support on behalf of the Ridgecrest City Council to the Kern County Board of Supervisors requesting their continued membership in the Quadstate Local Government Authority.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Steve P. Morgan

Action Date: December 18, 2013

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