



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

**AGENDA**

**Wednesday**

**Regular**

**Regular Session 6:00 p.m.**

**May 21, 2014**

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

**(760) 499-5000**

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

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## **AMENDED**

LAST ORDINANCE NO. 14-xx  
LAST RESOLUTION CITY COUNCIL NO. 14-45  
LAST RESOLUTION FINANCING AUTHORITY NO. 14-xx  
LAST RESOLUTION OF THE HOUSING AUTHORITY NO. 14-xx  
LAST RESOLUTION OF THE SUCCESSOR REDEVELOPMENT AGENCY NO. 14-xx

### **CITY OF RIDGECREST**

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

#### **AGENDA**

Regular Council  
Wednesday May 21, 2014

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

#### **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**

#### **REGULAR SESSION – 6:00 p.m.**

- Pledge Of Allegiance
- Invocation

**AGENDA - CITY COUNCIL - REGULAR**

May 21, 2014

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**CITY ATTORNEY REPORT**

- Other

**PUBLIC COMMENT**

**PRESENTATIONS**

1. Presentation Of Proclamations To Members Of Local Clubs Recognizing Motorcycle Awareness Week Clark
- 1(a). Presentation Regarding May 14, 2014 Letter From Kern County Auditor-Controller-County Clerk (KCACCC) Regarding AB1484 And Corresponding Property Tax Allocation Adjustment By KCACCC Staff Clark
2. Presentation Of The City Of Ridgecrest Sales Tax And Economic Review By Bret Harmon Of Muni-Services McQuiston

**CONSENT CALENDAR**

3. Adopt A Resolution Rejecting All Bids On A Construction Contract For The Federal Safe Routes To School Cycle 3 Project Culp
4. Adopt A Resolution To Approve The Professional Service Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide The Construction Management For The Sunland Avenue Project From East Ridgecrest Boulevard (SR 178) To East Upjohn Avenue And Authorizing The City Manager, Dennis Speer, To Execute The Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement Culp
5. Adopt A Resolution To Approve A Professional Service Agreement With The Consulting Firm Of PMC World For A Housing Element Update For The City Of Ridgecrest And Authorize The City Manager, Dennis Speer, To Sign The Agreement Upon Approval Of The City Attorney Alexander
6. Adopt A Resolution By The City Council Of The City Of Ridgecrest, Sanitary District And The City Of Ridgecrest Approve The Grant Of Easement On Three Separate Parcels To Southern California Edison Company As Part Of The Downs Substation Project And Authorize The Mayor To Sign The Grant Of Easement And Offer Of Acceptance Culp
7. Accept For File The Quarterly Investment Report For Quarter Ending March 31, 2014 McQuiston

**AGENDA - CITY COUNCIL - REGULAR**

May 21, 2014

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8. Adopt A Resolution Of The City Council Of The City Of Ridgecrest, Approving The Salary Schedules For Employee Classification McQuiston
9. Adopt A Resolution Of The Ridgecrest City Council Authorizing The City Manager To Execute A Real Estate Sales Agreement To Purchase Property Located At 602 W. Ridgecrest Blvd. Parsons
10. Adopt A Resolution Designating Voting Delegates And Alternates To Attend The League Of California Cities Annual Conference In Los Angeles On September 3-5, 2014 Ford
11. Approval Of Draft Minutes Of The Regular City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Minutes Dated May 7, 2014 Ford

**PUBLIC HEARING**

12. Conduct A Public Hearing And Approval Of Two Resolutions Confirming The Annual Report And Levying And Collecting On Landscape And Lighting District 2012-01 Culp

**DISCUSSION AND OTHER ACTION ITEMS**

13. Adopt A Resolution Of The City Council Of The City Of Ridgecrest To Approve The Revised Rate Request For Solid Waste Services (Attached) And Adjust The Administrative Fee By 1.8% For FY 14/15 Culp
14. Adopt A Resolution Of The Ridgecrest City Council Approving The Economic Development Proposed Uses And Budget For The Departments \$2 Million Dollar Allocation Of 2010 Tax Allocation Bond (Tab) Funds Parsons
15. Presentation Of Budget Projections For Fiscal Year 2013-14 McQuiston

**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> Tuesday of the Month At 6:00 p.m., Kerr McGee Center  
Next Meeting: To Be Announced

**AGENDA - CITY COUNCIL - REGULAR**

**May 21, 2014**

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**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: To Be Announced

**OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

**CITY MANAGER REPORT**

**MAYOR AND COUNCIL COMMENTS**

**ADJOURNMENT**



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**A Proclamation of  
The City Of Ridgecrest, California  
In Recognition Of  
MOTORCYCLE AWARENESS MONTH - MAY 2014**

**WHEREAS, motorcycle riding is a popular form of efficient transportation and recreation for more than 500,000 people in California; and**

**WHEREAS, it is important that all vehicles be aware of one another and learn to Share the Road and practice courtesy; and**

**WHEREAS, motorcycles provide transportation which uses fewer resources, causes less wear and tear on public roadways, and increases available parking areas; and**

**WHEREAS, the safety hazards created by automobile operators who have not been educated to watch for motorcyclists; and**

**WHEREAS, it is especially important that the citizens of Ridgecrest be aware of motorcycles on the streets and highways and recognize the importance of motorcycle safety; and**

**WHEREAS, the Local Motorcycles Clubs of Ridgecrest California, actively promote safe operation, increased rider training, and increased motorists awareness of motorcycles; and**

**WHEREAS, it is important to recognize the need for awareness on the part of all drivers, especially with regard to sharing the road with motorcycles, and in honor of motorcyclist' many contributions to the communities in which they live and ride.**

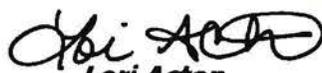
**Now, therefore, be it proclaimed:**

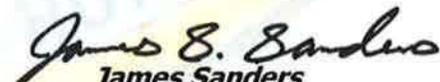
**The City Council of the City of Ridgecrest does hereby proclaim the month of May 2014 as MOTORCYCLE AWARENESS MONTH in Ridgecrest and urges both motorcycle riders and automobile drivers to follow the Rules of the Road so that all citizens will remain safe.**

**Proclaimed May 21, 2014**

  
Daniel O Clark, Mayor

  
Marshall 'Chip' Holloway  
Mayor Pro Tem

  
Lori Acton  
Council Member

  
James Sanders  
Council Member

  
Steven P. Morgan  
Council Member

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**Mary B. Bedard, CPA**  
**Auditor-Controller-County Clerk**

**KERN COUNTY AUDITOR-CONTROLLER-COUNTY CLERK**  
1115 Truxtun Avenue, 1st and 2nd Floor • Bakersfield, CA 93301-4639

May 14, 2014

City of Ridgecrest  
V. Rachelle McQuiston, Finance Director  
100 West California  
Ridgecrest, CA 93555

Mrs. McQuiston:

An adjustment of \$882,214.19 was made that reduced the City of Ridgecrest's property tax allocations for the second apportionment of April 2014. This occurred because there was an over allocation of revenues to many of the public entities in 12/13 for payments that were made by the former Ridgecrest RDA.

Due to the dissolution of the RDAs, pursuant to ABx1 26 and AB 1484, former RDA's are still entitled to receive tax payments from tax increment (limited to the Department of Finance approved ROPS); however, if additional revenue remains after the obligations of the RDA are paid, then the excess revenues are to be allocated in pro-rata share to the public entities within the boundaries of the former RDA. The entities may also receive additional revenue if the Department of Finance determines that a former RDA is in possession of revenues that are not being held for a specific purpose. Should this happen, the Auditor-Controller is responsible for allocating these proceeds in pro-rata share to the entities within the boundaries of the former RDA. However, each of these entities is limited to the amount of revenues they would have received had the RDA not existed. If the entities reach this maximum cap, then the school districts within the boundaries of the former RDA will receive the excess revenue in pro rata share. This was the situation that occurred that resulted in the over payment of \$882,214.19. Two large payments were made by the former RDA: \$4,252,053.25 for Low and Moderate Income Housing and \$7,707,181 for "Other Funds" that were determined to be overpayments by the Department of Finance in their Due Diligence Review. These revenues were fully allocated to all of the public entities within the boundaries of the RDAs in 12/13, and then in 13/14 it was determined that all of the entities received an over allocation and were adjusted in the April 2014 apportionment.

Please feel free contact Janelle Austin at (661) 868-3513 if you have additional questions.

Sincerely,

A handwritten signature in black ink that reads "Mary B. Bedard".

Mary B. Bedard, CPA  
Auditor-Controller-County Clerk

MBB/ja

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# City of Ridgecrest

## Sales Tax & Economic Review



2013Q4

Bret.Harmon@MuniServices.com

(559) 240-5807

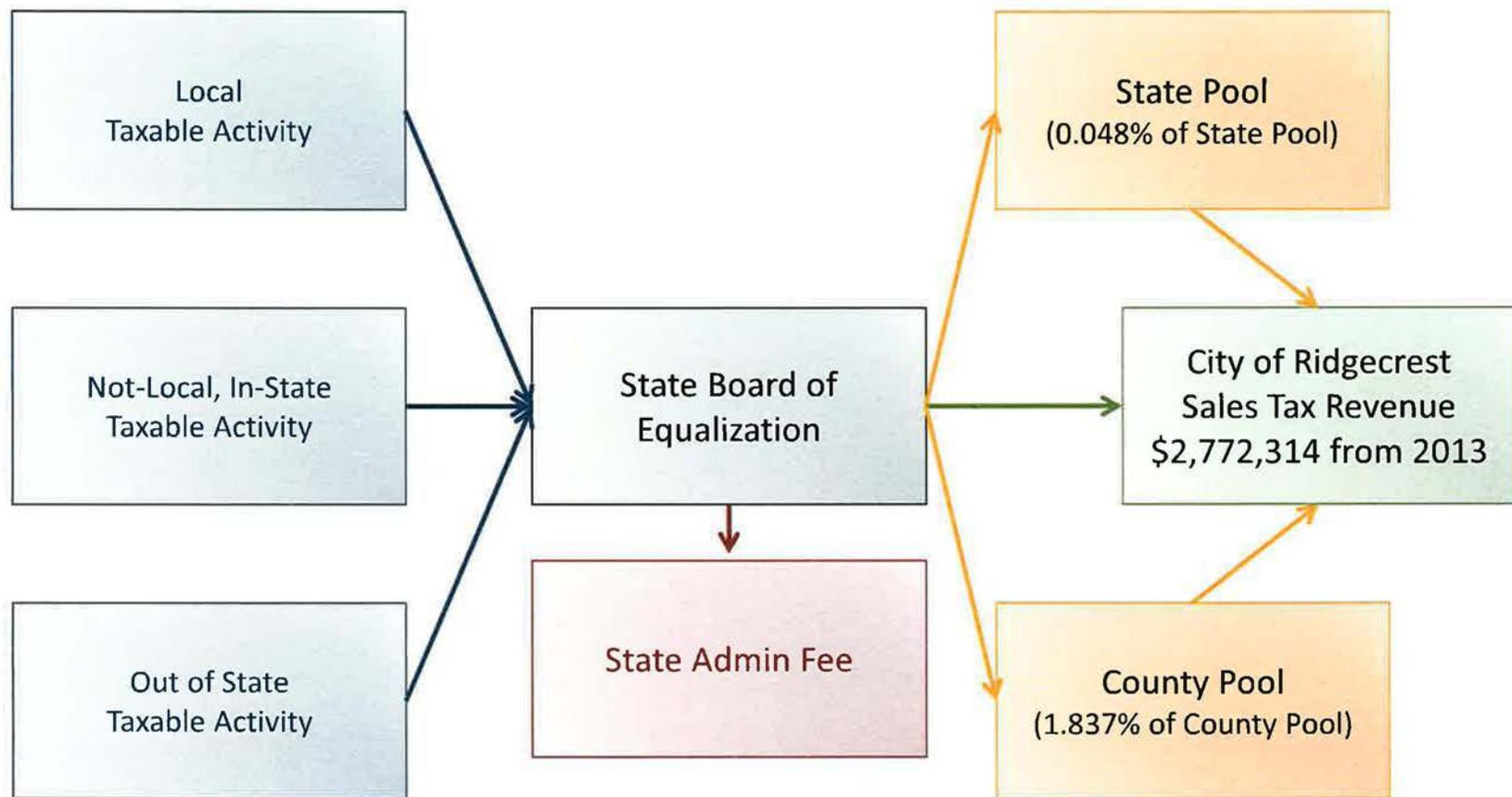


# Sales Tax Agenda

- 
- Understanding the Flow of Sales Tax
  - The Challenging Task of Forecasting
  - Understanding Your Economic Base
  - Performance by Economic Category
  - Top 25 Businesses
  - Planning for the Future
  - Forecast Scenarios

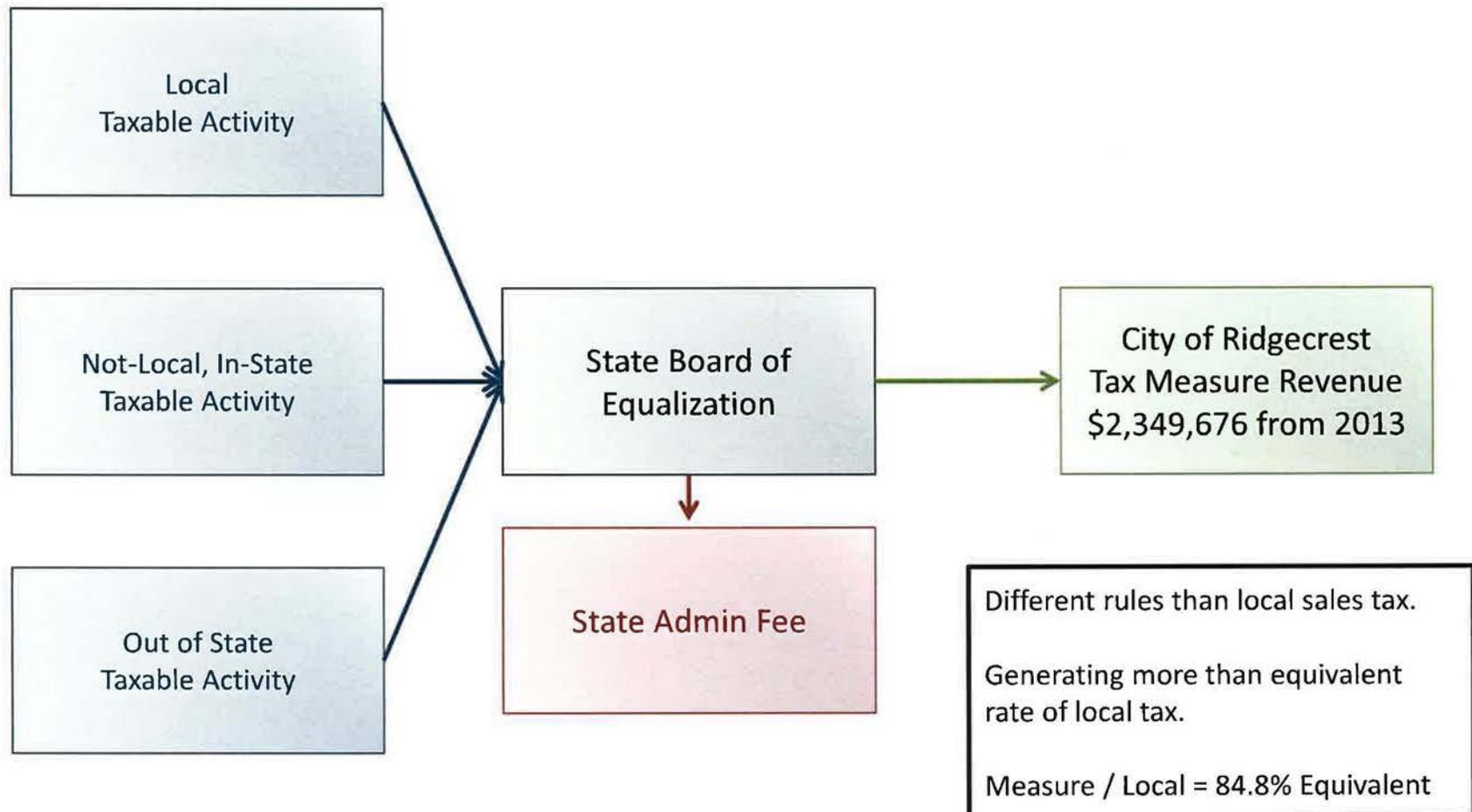
# Understanding the Flow of the City's Local Sales & Use Tax (1% Bradley Burns)

One cycle takes three months



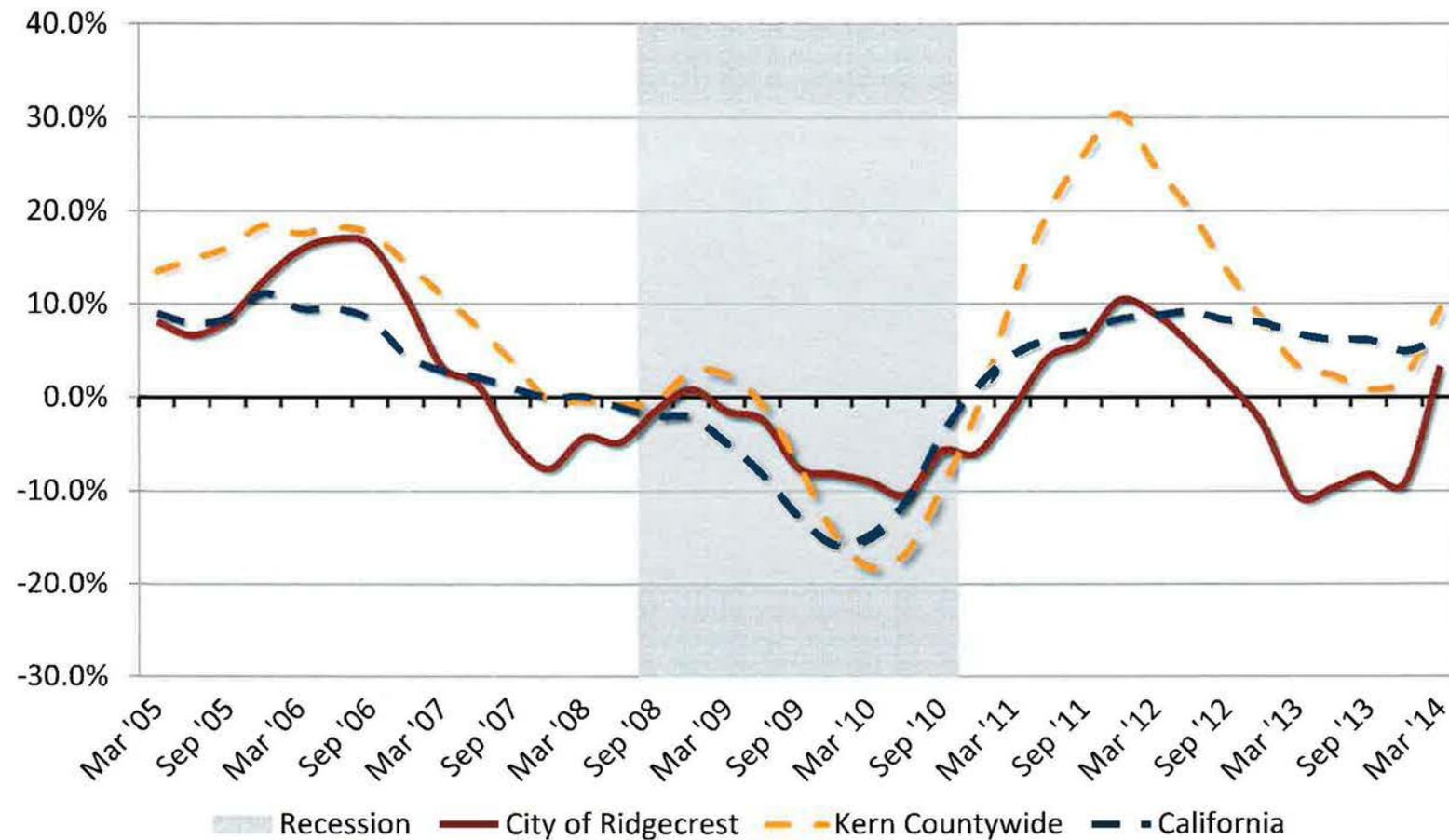
# Understanding the Flow of the City's Tax Measure (3/4%)

One cycle takes three months



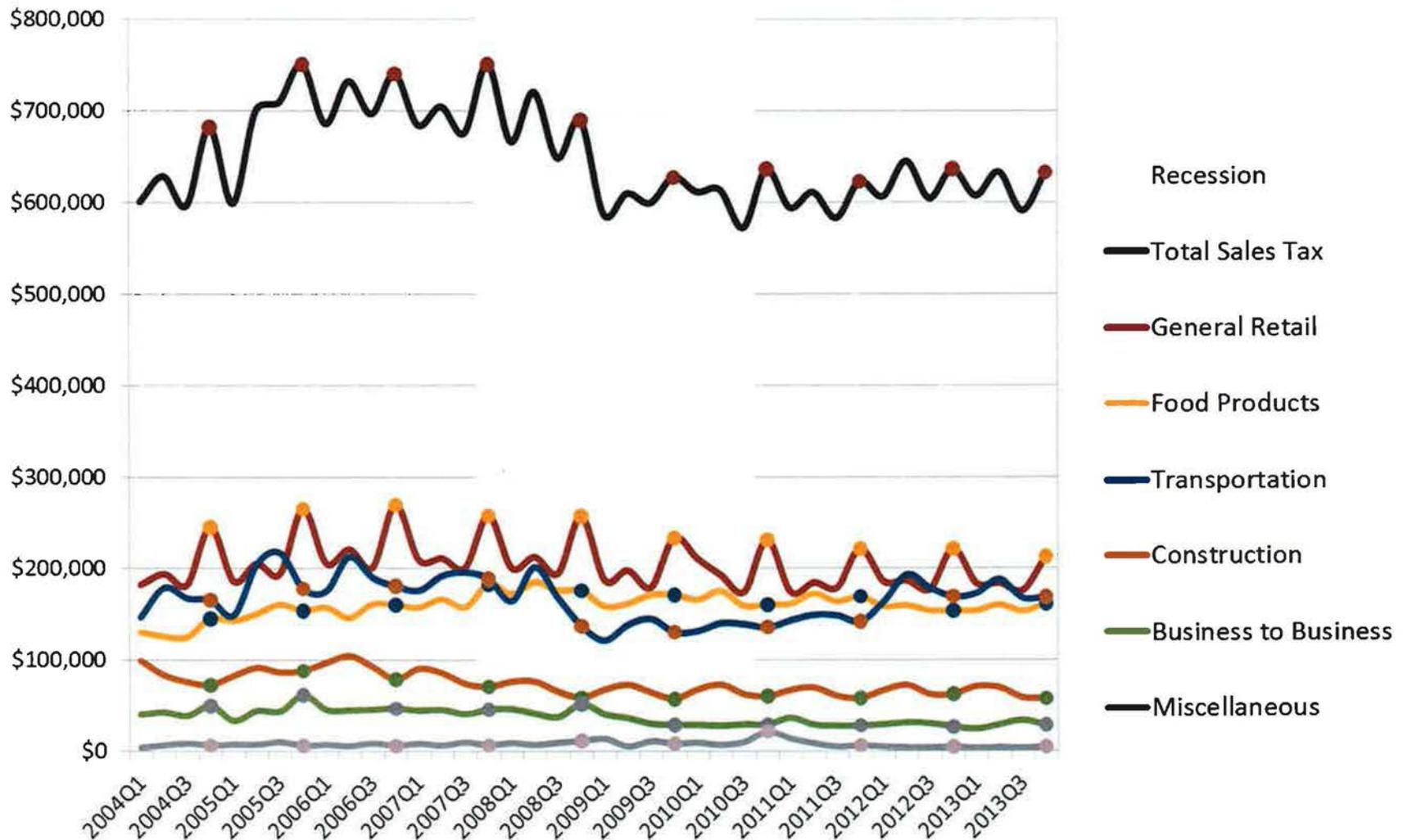
# The Challenging Task of Forecasting

Annualized Sales Tax Receipts



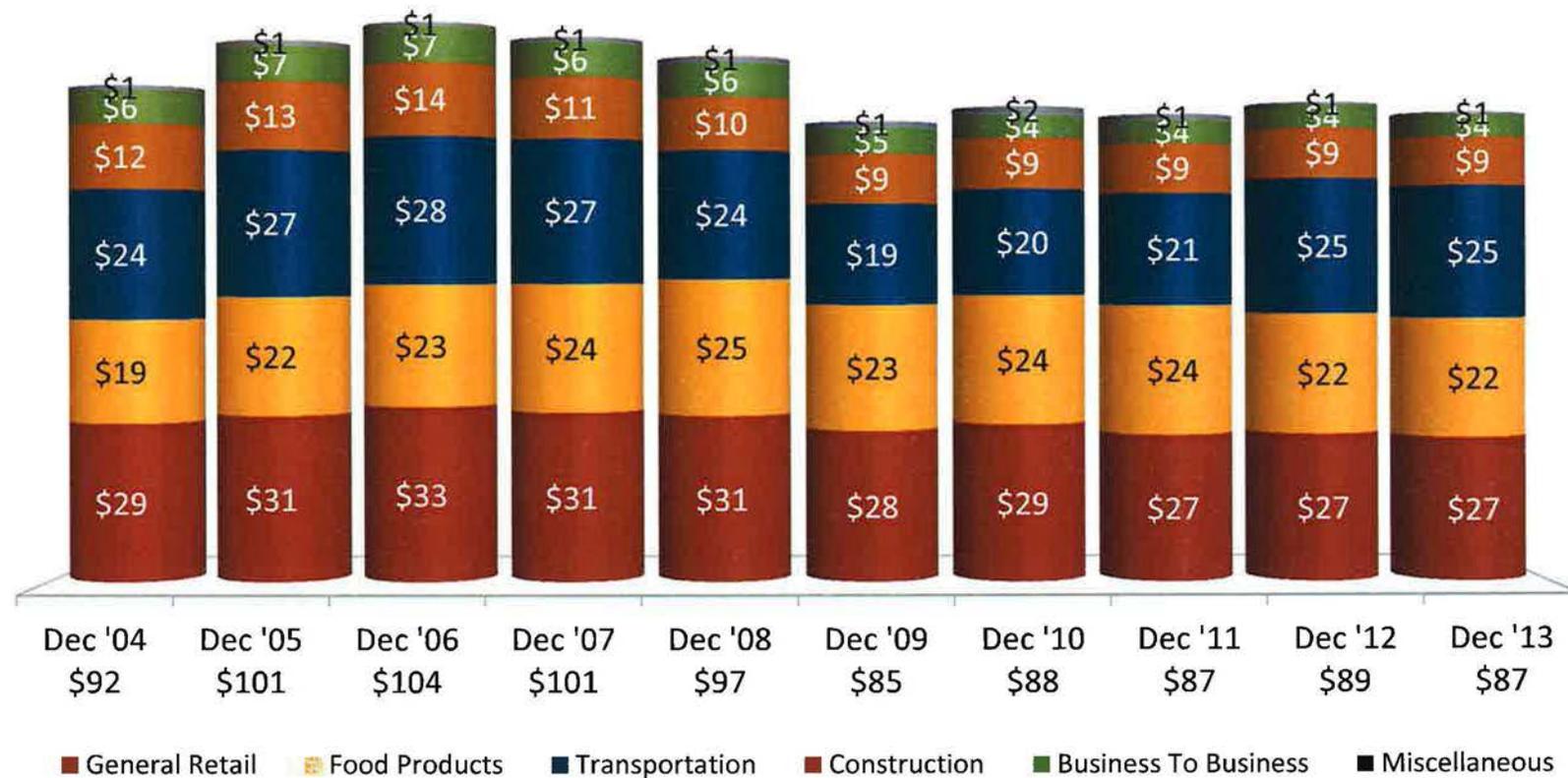
# Understanding Your Economic Base

Taking a look at quarterly performance and changes



# Understanding Your Economic Base

Using annualized sales tax per capita to visualize changes



# Performance by Economic Category

An analysis of performance in 2013

	City of Ridgecrest		California Statewide		Central Valley	
	% of Total	% Change	% of Total	% Change	% of Total	% Change
General Retail	30.7	-1.8	28.7	3.1	30.6	4.0
Food Products	25.4	0.2	19.2	4.1	15.9	1.8
Transportation	28.3	-0.9	25.1	4.3	27.0	5.5
Construction	10.4	-2.6	9.1	8.2	11.3	9.0
Business to Business	4.7	-1.7	16.8	0.2	14.1	1.7
Miscellaneous	0.6	-11.4	1.1	-5.0	1.2	-1.3
<b>Total</b>		<b>-1.2</b>		<b>3.5</b>		<b>4.2</b>

# Top 25 Businesses (Local 1%)

Generating a combined 65% of the City's sales tax

- Albertson's Food Centers
- American Loan Masters
- Big 5 Sporting Goods
- Big Lots
- Bud Eyre Chevrolet Toyota
- Chevron Service Stations
- Denny's Restaurants
- Ed's Mini Mart & Gas
- Family Imports
- Fastrip Service Stations
- Home Depot
- Howard's Mini Mart
- K Mart Stores
- McDonald's Restaurants
- One Stop Market
- Ridgcrest Mini Mart & Gas
- Sage Mart
- Shell Service Stations
- Staples Office Superstore
- Stater Bros Market
- Taco Bell
- United Rentals
- USA Service Stations
- Wal Mart Stores
- Walgreen's Drug Stores

# Top 25 Businesses (3/4% Measure)

Generating a combined 51% \* of the City's sales tax

- Albertson's Food Centers
- Amazon.com \*
- Big 5 Sporting Goods
- Big Lots
- Bud Eyre Chevrolet Toyota
- Chevron Service Stations
- Denny's Restaurants
- Dept. of Motor Vehicles \*
- Ed's Mini Mart & Gas
- Family Imports
- Fastrip Service Stations
- Home Depot
- Howard's Mini Mart
- K Mart Stores
- McDonald's Restaurants
- One Stop Market
- Ridgcrest Mini Mart & Gas
- Sage Mart
- Shell Service Stations
- Staples Office Superstore
- Stater Bros Market
- Taco Bell
- USA Service Stations
- Wal Mart Stores
- Walgreen's Drug Stores

\* Indicates not in Top 25 of Local 1%

# Planning for the Future

Current generational cohorts and their impact on sales tax

## Baby Boomers

- 26% of Population
- 60% financially sound, 40% lower net worth & entering into retirement
- More likely to spend on services rather than goods
- 70 Million by 2030
- What and how will they buy?
- Internet & Delivery

## Gen Xers

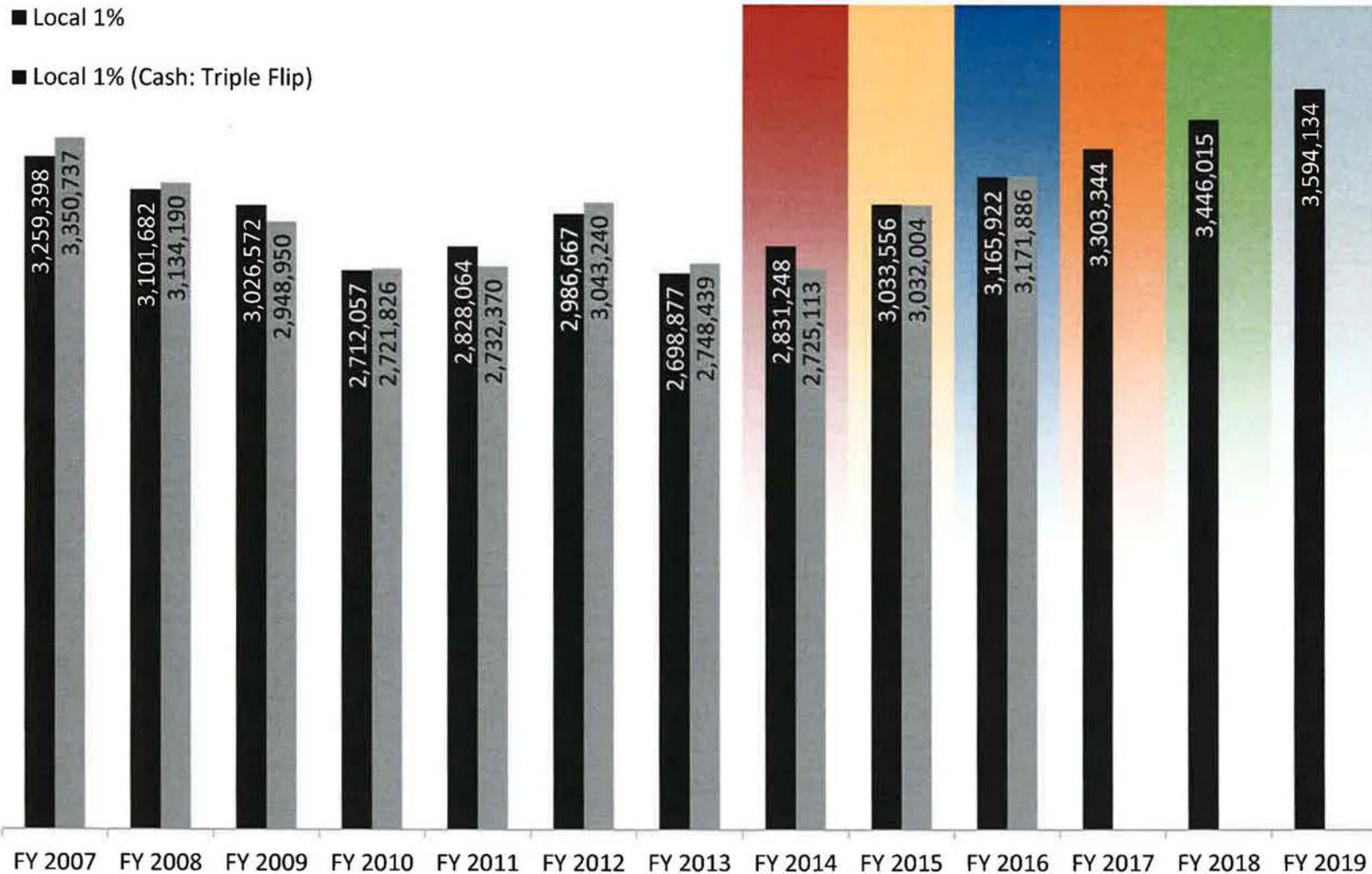
- 17% of Population
- Desire balanced lifestyle
- 1<sup>st</sup> generation to embrace the computer and Internet
- Likely to continue to enjoy the shopping experience, but also will shop more on-line

## Millennials

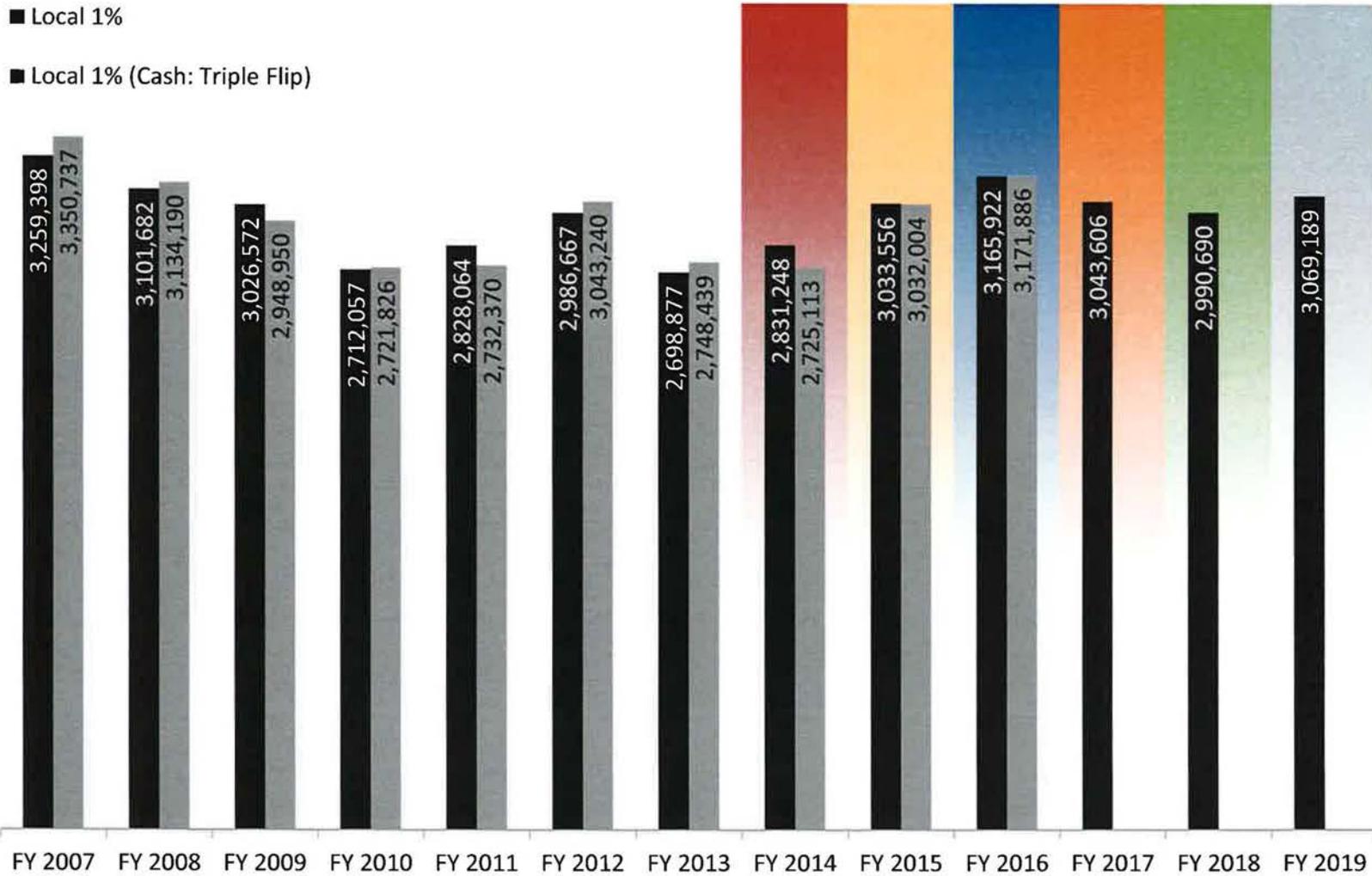
(Boom Echo)

- 30% of Population
- Greatest access to education
- World has always had computers
- Relationship to technology as social medium
- Most likely to shop online
- 80 Million by 2030 with the Internet "On Their Face"
- Social Media's role in buying experience

# Forecast: Without Recession in 2017



# Forecast: With Recession in 2017



# City of Ridgecrest

Sales Tax & Economic Review



Thank You

[Bret.Harmon@MuniServices.com](mailto:Bret.Harmon@MuniServices.com)

(559) 240-5807



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

**SUBJECT:** A Resolution Rejecting All Bids On A Construction Contract for the Federal Safe Routes to School Cycle 3 Project

**PRESENTED BY:**

Loren Culp, City Engineer/Assistant Public Works Director

**SUMMARY:**

On Monday May, 5, 2014 bids were opened for the construction of the Federal Safe Routes to School Cycle 3 Project on Las Flores Avenue and Downs Street; Sierra View Street and Kevin Court; Sierra View Street and Mary Ann Street; Upjohn Avenue between Forrest Knoll Street and South Fountain Street; Gateway Boulevard between White Oak Drive and Langley Avenue; and Warner Street between Church Avenue and West Ridgecrest Boulevard. A total of four bids were received. The bids are as follows:

<u>Bidder</u>	<u>Bid</u>
Cen-Cal Construction	\$568,654.90
MJS Construction Inc	\$580,000.00
Griffith Construction	\$663,366.00
DOD Construction	\$663,787.50

The bids were reviewed by, Resident Engineer Mike Bustos of the engineering firm of Willdan Engineering for the lowest responsible and responsive bidder. Based on this review, it was found that all bids were too high. The programmed amount of funding for construction on the project was \$496,950.00. It is staff's recommendation is to reject the bids; to re-scope the project to meet the funding amount that is given for the construction phase of the project; and to re-bid the project. This project is funded through the Federal Safe Routes to School and is administered by Caltrans. The project is funded at one hundred percent (100%).

**FISCAL IMPACT:** None

**Reviewed by:** Finance Director

**ACTION REQUESTED:** Adopt a Resolution Rejecting All Bids On A Construction Contract for the Federal Safe Routes to School Cycle 3 Project.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

**Action as requested:**

Submitted by: Loren Culp  
(Rev. 02/13/12)

Action Date: May 21, 2014

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**RESOLUTION NO. 14-xx**

**A RESOLUTION REJECTING ALL BIDS ON A CONSTRUCTION CONTRACT FOR THE FEDERAL SAFE ROUTES TO SCHOOL CYCLE 3 PROJECT**

**WHEREAS**, on Monday May, 5, 2014 bids were opened for the construction of the Federal Safe Routes to School Cycle 3 Project on Las Flores Avenue and Downs Street; Sierra View Street and Kevin Court; Sierra View Street and Mary Ann Street; Upjohn Avenue between Forrest Knoll Street and South Fountain Street; Gateway Boulevard between White Oak Drive and Langley Avenue; and Warner Street between Church Avenue and West Ridgecrest Boulevard; and

**WHEREAS**, four bids were received and the results are as follows:

<u>Bidder</u>	<u>Bid</u>
Cen-Cal Construction	\$568,654.90
MJS Construction Inc.	\$580,000.00
Griffith Construction	\$663,366.00
DOD Construction	\$663,787.50

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

**WHEREAS**, the programmed amount of funding for construction on the project was \$496,950.00; and

**WHEREAS**, it was determined that the bids were too high for the project; and

**WHEREAS**, it is staff's recommendation that the City reject all bids and recommend re-scoping the project to fit the construction budget; and

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Ridgecrest hereby Adopts a Resolution Rejecting All Bids On The Construction Contract for the Federal Safe Routes to School Cycle 3 Project

**APPROVED AND ADOPTED** this 21<sup>st</sup> day May 2014 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Daniel O. Clark, Mayor

ATTEST:

\_\_\_\_\_  
Ricca Charlon, Deputy City Clerk

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

**SUBJECT:**

A Resolution To Approve the Professional Service Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide the Construction Management for the Sunland Avenue Project from East Ridgecrest Boulevard (SR 178) to East Upjohn Avenue and Authorizing the City Manager, Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

**PRESENTED BY:**

Loren Culp, City Engineer/Assistant Public Works Director

**SUMMARY:**

The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the Sunland Avenue Project from East Ridgecrest Boulevard (SR 178) to East Upjohn Avenue. The proposed services are on a time and materials basis not to exceed and include constructability review, bidding assistance, construction management, inspection, quality assurance testing.

Willdan Engineering Inc. is on the City Of Ridgecrest Pre-Qualified Engineering firms to provide construction management for projects of this magnitude.

Staff reviewed the proposal by Willdan Engineering Inc. The proposed fee to complete the scope of work is \$47,685.00.

Funds for this expenditure will be taken from 018-4760-430-2109 ST14-02.

Staff recommends that the City Council approves the professional service agreement and authorize the City Manager, Dennis Speer, to execute the agreement with the engineering firm of Willdan Engineering Inc. upon the City Attorney's Review and Approval.

**FISCAL IMPACT:**

Reviewed by Finance Director

**ACTION REQUESTED:**

Adopt A Resolution To Approve the Professional Service Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide the Construction Management for the Sunland Avenue Project from East Ridgecrest Boulevard (SR 178) to East Upjohn Avenue and Authorizes the City Manager, Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Loren Culp

Action Date: May 21, 2014

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**RESOLUTION NO. 14-**

**A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH THE ENGINEERING FIRM OF WILLDAN ENGINEERING INC. TO PROVIDE THE CONSTRUCTION MANAGEMENT FOR THE SUNLAND AVENUE PROJECT FROM EAST RIDGECREST BOULEVARD (SR 178) TO EAST UPJOHN AVENUE AND AUTHORIZING THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE AGREEMENT CONTINGENT UPON THE CITY ATTORNEY'S REVIEW AND APPROVAL OF THE AGREEMENT**

**WHEREAS**, The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the City of Ridgecrest; and

**WHEREAS**, the proposed services are on an time and materials basis; and

**WHEREAS**, the services are for the construction management of the Sunland Avenue Project from East Ridgecrest Boulevard (SR 178) to East Upjohn Avenue; and

**WHEREAS**, Willdan Engineering Inc. is on the City Of Ridgecrest Pre-Qualified Engineering firms; and

**WHEREAS**, the staff reviewed and analyzed the proposal; and

**WHEREAS**, the proposed fee to complete the scope of work is \$47,685.00; and

**WHEREAS**, the funds will be expended from account 018-4760-430-2109 ST14-02.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Ridgecrest Hereby Approves The Professional Service Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide the Construction Management for the Sunland Avenue Project from East Ridgecrest Boulevard (SR 178) to East Upjohn Avenue and Authorizes the City Manager, Dennis Speer, To Execute the Agreement Contingent upon the City Attorney's Review and Approval of the Agreement

APPROVED AND ADOPTED this 21st day of May 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Daniel O Clark, Mayor

ATTEST:

\_\_\_\_\_  
Ricca Charlon, Deputy City Clerk

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## CONSULTANT AGREEMENT

As of \_\_\_\_\_, 20\_\_\_\_, the **City of Ridgecrest**, hereinafter "City," and \_\_\_\_\_, hereinafter "Consultant," agree as follows:

### 1. Purpose.

(a) Construction Management of Sunland Avenue Project from East Ridgecrest Boulevard to Upjohn Avenue

(b) Consultant is uniquely trained, experienced, competent, and qualified to perform such professional services required by this agreement ("Agreement").

### 2. Services.

(a) The work to be performed by Consultant is specified in Exhibit "A," "Scope of Services," attached hereto and incorporated by reference.

(b) Services and work provided by the Consultant at City's request under this Agreement shall be performed in a timely manner and shall be consistent with all requirements and standards established by applicable Federal, State, and local laws, ordinances, regulations, and resolutions.

(c) Consultant must be expressly authorized to perform any of the required services under this Agreement by City or a designated representative who shall administer this Agreement. Consultant shall report progress of work on a monthly basis, or as determined by City or a designated representative.

### 3. Consideration.

(a) Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid Consultant under this Agreement exceed the sum of Forty-one Thousand Five Hundred and Twenty-five dollars (\$41,525.00).

(b) The Consultant shall complete and submit an invoice showing date of work, description of work performed, amount of invoice and supporting documentation. The City shall pay the Consultant within thirty (30) days of invoice being submitted. The invoice shall be made in writing and delivered to the City as follows:

Mr. Dennis Speer  
City Manager/Public Works Director  
City of Ridgecrest  
100 West California Avenue  
Ridgecrest, CA 93555

### 4. Term.

This Agreement shall commence upon City's written authorization to proceed and shall continue until completion of the services described above and within Exhibit "A." Either party may terminate this agreement on thirty (30) days' written notice. If this

contract is terminated by City without cause, City shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse City for additional costs to be incurred by City in obtaining the work from another consultant.

**5. Ownership of Data, Reports, and Documents.**

The Consultant shall deliver to the City on demand or completion of the project, notes of surveys made, reports of tests made, studies, reports, plans, and other materials and documents which shall be the property of the City. If the City uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit "A," the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The City may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

**6. Subcontracts.**

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the City. Except as otherwise specifically approved by the City, the Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to the City by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between the City and any subcontractor with respect to services under this Agreement.

**7. Independent Contractor.**

The Consultant is an independent contractor, and not an employee of the City.

**8. Indemnification.**

Consultant shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by the City's sole negligence, active negligence, or willful misconduct.

**9. Insurance.**

(a) The Consultant shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the Consultant, officers, agents, employees, or volunteers.

(b) The Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to

## Sunland Avenue Project: East Ridgecrest Boulevard (178) to Upjohn Avenue

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provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

(2) Business automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code and Employers Liability for \$1,000,000 per accident for bodily injury or disease. The Consultant and subcontractors shall cover or insure their employees working on or about the site, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(4) Professional liability insurance covering loss resulting from errors or omissions of Consultant with a liability limit of at least \$1,000,000 per occurrence.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) The City and its City Council Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the City, its City Council Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the City, its City Council Members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the City, its City Council Members, officers, employees, agents and volunteers for any claims arising out of the work of the Consultant.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the City.

(vi) Prior to start of work under this Agreement, the Consultant shall file with the City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 2009 required above shall be

attached to the Certificate of Insurance at the time it is filed with the City. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the City has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The City reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the City as to sufficiency of coverage.

(2) All Coverages: Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or the Consultant or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City, Attention: Office Manager.

(d) All insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the City as to the use of such insurer.

(e) The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. The Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by the City.

## **10. Records Retention**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

## **11. Safety**

(a) Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City and/or its representatives. Consultant personnel shall

wear hard hats and safety vests at all times while working on the construction project site.

(b) Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(c) Any subcontract entered into as a result of this contract, shall contain all of the provisions of this article.

(d) Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

## **12. National Labor Relations Board Certification**

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

## **13. Statement of Compliance**

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**14. Debarment and Suspension Certification**

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

**15. State Prevailing Wage Rates**

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

**16. Miscellaneous.**

(a) Copies of documents such as tracings, plans, specifications, and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City. These documents are instruments of service for this project only and are not intended or authorized for other use by City or third parties. Basic survey notes, sketches, charts, and computations shall be made available upon request to the owner without restrictions or limitations to their use. If the above-mentioned documents are reused by the City, revisions will be indicated and the Consultant will be released and held harmless of liabilities by City.

(b) For a period of three years following receipt of final payment, Consultant will retain and make readily available to representatives of the EDA and the comptroller General of the United States monthly progress reports, invoices, and sponsor payments for the purposes of determining the grant funds available to the City were used to defray grant costs.

Sunland Avenue Project: East Ridgecrest Boulevard (178) to Upjohn Avenue

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(c) Consultant shall not be responsible for the acts of omissions of any Contractor, any sub-contractor, or any of the Contractor's or sub-contractor's agents or employees or any other persons (except his own employees and agents) at the project site or otherwise performing any of the work of the project, except insofar as such acts or omissions were or should have been observed and reported by an experienced and qualified design professional or by the full-time Resident Project Representation. The Contractor is solely responsible for constructions, means, methods, materials, techniques, sequences, and safety at the site.

(d) Neither party hereto shall assign, sublet or transfer interests hereunder without first obtaining written consent from the other party.

(e) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(f) 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:

Dennis Speer  
City Manager/Public Works Director  
City of Ridgecrest  
100 W. California Avenue  
Ridgecrest, CA 93555-4054

William C. Pagett, PE  
Senior Vice President  
Willdan Engineering, Inc  
374 Poli Street, Suite 101  
Ventura, CA 93001-2605

(g) If an action at law or in equity is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

**17. Integration.**

This Agreement represents the entire understanding of City and Consultant 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 may not be modified or altered except in writing, signed by both parties.

**18. Governing Law.**

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

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

Sunland Avenue Project: East Ridgecrest Boulevard (178) to Upjohn Avenue

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APPROVED:  
**City of Ridgecrest**

APPROVED:  
**Willdan Engineering Inc.**

By: \_\_\_\_\_  
Dennis Speer, City Manager

By: \_\_\_\_\_  
William C. Pagett, PE, Senior Vice President

**APPROVED AS TO FORM**  
City Attorney

By \_\_\_\_\_  
Attorney

EXHIBIT "A"

April 4, 2014 (Revised May 6, 2014)

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

**Subject: Proposal for Professional Engineering Services to provide Bidding Assistance, Materials Testing, Construction Management, and Inspection for Street Rehabilitation and Resurfacing on Sunland Street between Ridgecrest Blvd and Upjohn Ave**

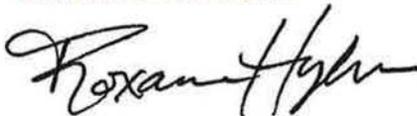
Dear Loren:

Willdan Engineering is pleased to submit this proposal to the City of Ridgecrest to provide bidding assistance, quality assurance materials testing, and construction management and inspection services for the subject improvements. We understand that we are considered as a qualified consultant based on our previous SOQ submittal. Therefore, this proposal is limited to a project specific work plan and includes project scope, schedule and fees.

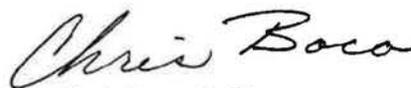
We appreciate this opportunity to submit our proposal for your consideration and look forward to discussing your needs and our qualifications. If you have any questions, please contact Ms. Roxanne Hughes at (805) 653-6597 or rhughes@willdan.com.

Respectfully submitted,

**WILLDAN ENGINEERING**



Roxanne Hughes, PE  
Principal Project Manager



Chris Baca, R.C.I.  
Deputy Director of Construction Management

## **Project Understanding**

The City of Ridgecrest is seeking to rehabilitate Sunland Street from Ridgecrest Blvd to Upjohn Avenue. Previously, Willdan has completed the PS&E for the subject project, for which bids were opened on April 22, 2014. The proposed street rehabilitation project includes minor concrete removals and reconstruction, full depth reclamation, and hot mix asphalt overlay. Bidding and Construction phase services have been scoped as follows for the requested Sunland Street Resurfacing and Rehabilitation Project.

## **Scope of Work**

### **Phase 1: Project Management**

Project management that emphasizes steady coordination and open and frequent communication with all parties involved is critical to the success of any project. Willdan takes pride in the high level of service we provide to our clients throughout the project. Ms. Hughes will maintain contact with the City Engineer primarily through weekly email updates on project status. It is our experience that maintaining frequent communication results in early identification and resolution of potential problems that could otherwise cause the project to get off track.

Throughout the duration of the project, Willdan will coordinate the work of our staff, monitor progress against the approved schedule, and implement corrective actions if there are signs of the schedule slipping or the budget being overrun.

### **Phase 2: Bidding Assistance Services**

(NOTE: Bidding phase services included herein are in addition to those bidding phase services Willdan is already under contract for as part of the design contract)

- Distribute Plans and Specifications and maintain bidders list
- Prepare for and attend Pre bid job walk.
- Perform bid analysis
- Prepare award recommendation

### **Phase 3: Construction Management, Inspection, and Materials Testing**

#### ***Construction Management***

- Prepare the construction file.
- Ensure that the contractor distributes public construction notices and places construction and information signs.
- Prepare special concerns to be presented at the preconstruction conference.
- Conduct meeting and prepare preconstruction meeting minutes and distribute to attendees.
- Review contractor's safety program in consultation with City staff.
- Through Willdan's system of project control, monitor activities related to the project such that the project is constructed pursuant to contract documents.
- Log, track, review, and process submittals, RFIs, RFCs, CCOs, field directives, NOPCs, Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
- Prepare contractor correspondence (Notices to Contractor)



- Closely review schedule and advise contractor to take action on schedule slippage.
- Document contractor's 20-day notices, mechanic's liens, and stop notices.
- Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
- Prepare weekly statement of working days and submit to the contractor and the City.
- Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
- Evaluate and respond to the contractor's requests for clarification of plans and specifications.
- Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to the contractor.
- Provide coordination with utility agencies and contractor.
- Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.
- Perform quantity, time, and cost analyses required for negotiation of contract changes.
- Negotiate and prepare change orders, including memorandum of explanation and cost estimates to substantiate change order costs and provide to City for review.
- Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
- Maintain all data for change orders and record information with regard to the time of dispute, time of notification by the contractor, and action taken by the inspector.
- Monitor materials documentation and testing results and enforce corrections.
- Review for approval the contractor's progress payment requests; negotiate differences over the amount with the contractor; and process payments through the City's Project Manager.
- Monitor preparation of a punch list at substantial completion and follow up.
- Routinely review construction files to ensure conformance to City standards and good construction management practice.
- Ensure Contractor provides appropriate level of job site cleanup upon project completion.
- Ensure City received as-built set of drawings at completion.
- Assist City with stop notices.
- Prepare final progress payment for release of retention.
- Prepare notice of completion for City signature.
- Provide recommendation for final payment and release of retention.
- Finalize and deliver all construction files and supplies to the City for their records.



### **Construction Inspection**

- Review plans, specifications, and all other contract-and construction-related documents.
- Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
- Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
- Verify that the contractor conforms to the design survey line and grades.
- Provide full-time and as-needed construction inspection of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
- Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment.
- Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
- Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
- Conduct daily measurements of quantities of work with the contractor.
- Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
- Ensure compliance of Underground Service Alert notification/delineation.
- Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
- Closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
- Maintain copies of all permits needed to construct the project and enforce special requirements of each.
- Prepare and maintain detailed daily diary inspector reports on construction progress.
- Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
- Maintain field file bound workbooks during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
- Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
- Provide complete measurements and calculations documented to administer progress payments.
- Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City. (City's design consultant will transfer the contractor's record drawings to original Mylar drawings.)



- Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.
- Schedule a final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; and recommend final acceptance.
- Prepare documentation for final payment to the contractor.
- Upon project completion, provide the finished set of project workbooks to the City.

***Material Testing Services***

The materials testing consultant shall perform the following quality assurance services per the City's approved QAP.

- Review plans and specifications as they apply to the material to be inspected.
- Review contractor's mix design submittals.
- Conduct all quality assurance testing in a Caltrans Certified Laboratory, or equivalent.
- Ensure contractor's quality control testing procedures comply with the QAP.
- Verify qualifications of contractor's quality control personnel.
- Verify calibration of contractor's quality control equipment.
- Provide field observation on the first day of the following major activities: pulverization of existing materials, Portland cement and water application, microcracking, and hot mix overlay.
- Keep records of all samples and tests in the project files as permanent job records. Materials incorporated into the project, represented by failing tests, shall also be documented in the project files.
- Review contractor's quality control sampling and testing reports for compliance with QAP and project specifications.
- Any non-compliance results of materials shall be reported to the City's Representative (Inspector) within twenty-four (24) hours from the time of sampling.
- Prepare final QA Report.
- Consultant shall use the most economical mode of transportation available consistent with the time element involved.



**Project Fee**

Willdan will provide the scope of services indicated above on a time-and-materials basis for a not-to-exceed fee as shown in the attached Proposed Hours and Fee Schedule.

<b>Task</b>	<b>Principal Engineer</b>	<b>Associate Engineer</b>	<b>Sr. Public Works Observer</b>	<b>Sr. Soil Technician</b>	<b>Clerical</b>	<b>Amount</b>
<b>Hourly Rate</b>	<b>\$200</b>	<b>\$135</b>	<b>\$110</b>	<b>\$90</b>	<b>\$65</b>	<b>-</b>
Project Management/QA&QC	-	6	-	-	-	\$810
Bidding Assistance Services	-	12	-	-	4	\$1,880
Construction Management	-	45	-	-	-	\$6,075
Construction Inspection (45 working days)	-	-	248	-	-	\$27,280
Laboratory Testing	-	-	-	-	-	\$750
Plant and Field Inspection - Asphalt	-	-	-	8	-	\$720
Field Technician – FDR & Microcracking	-	-	-	24	-	\$2,160
Office Review of Contractor QC Reports	-	4	-	-	-	\$540
Project Management, QA/QC, Final Report, & Engineering Input	4	-	-	-	4	\$1,060
Direct Expenses (Printing and mailing of plans and specifications during bidding)	-	-	-	-	-	\$250
<b>Total</b>	<b>4</b>	<b>67</b>	<b>248</b>	<b>32</b>	<b>8</b>	<b>\$41,525</b>

The Public Works Observation hours indicated assume a 45-working day construction duration on a time and materials basis. If the construction duration exceeds 45-working days, additional compensation may be warranted.

This proposal assumes that the City’s Sunland Street Resurfacing and Rehabilitation Project and Cycle 3 SRTS Project will be constructed and inspected by Willdan Engineering at the same time. If construction schedules dictate otherwise, additional compensation may be warranted.

The above schedule is for straight time. Overtime will be charged at 1.25 times the standard hourly rates. Sundays and holidays will be charged at 1.70 times the standard hourly rates.





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

**SUBJECT:**

A Resolution To Approve a Professional Service Agreement with The Consulting Firm Of PMC World For a Housing Element Update for the City of Ridgecrest and authorize the City Manager, Dennis Speer, To Sign The Agreement Upon Approval of the City Attorney.

**PRESENTED BY:**

Matthew Alexander, City Planner

**SUMMARY:**

Currently the California Department of Housing and Community Development (HCD) indicates that the fifth revision of the City of Ridgecrest's Housing Element is overdue, requiring the Housing Element to be updated. The Community Development Block Grant and other grants may be placed in jeopardy unless the Housing Element is completed.

The City solicited proposals from qualified consulting firms to perform the subject professional services. A selection committee reviewed the proposals, interviewed the top ranked firms and selected PMC World as the best qualified firm for the project.

The fee for the Housing Element is \$35,245.00 and has been funded in the Fiscal Year 13/14.

PMC offered several additional options that would help that City of Ridgecrest in getting the Housing Element updated and through the timeline necessary to meet the State Certification. These options include:

- Amendment's to comply with SB2/SB 250
- Review the Density Bonus Ordinance
- Office of Planning and Research Task
  - Military Notification Process (SB 1462)
  - Fire Hazard Planning (SB 1241)
  - Disadvantaged Communities (SB 18)
  - Land Use: Water Supply and Flood Hazard

The Planning Department staff will participate in the data gathering, public meeting and writing of this program thereby bringing down the costs of professional services. The fee for the optional Housing Elements is \$6,680.00 and staff is requesting that these funds be taken from the Economic Development TAB Funds.

The total project cost is \$41,925.00.

The funding for this project will come from line item 001-4480-448-2109.

Staff recommends that the City enters into the proposed professional service agreement with PMC World and authorize the City Manager, Dennis Speer, to sign the agreement upon approval of the City Attorney.

FISCAL IMPACT: \$6680.00  
Reviewed by Finance Director

**ACTION REQUESTED:**

Adopt A Resolution That Approves a Professional Service Agreement with The Consulting Firm Of PMC World and authorizes the City Manager, Dennis Speer, To Sign The Agreement Upon Approval of the City Attorney.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Matthew Alexander

Action Date: May 21, 2014

(Rev. 02/13/12)

**RESOLUTION NO. 14-xx**

**A RESOLUTION TO APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH THE CONSULTING FIRM OF PMC WORLD FOR A HOUSING ELEMENT UPDATE FOR THE CITY OF RIDGECREST AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE AGREEMENT UPON APPROVAL OF THE CITY ATTORNEY**

**WHEREAS**, Currently the California Department of Housing and Community Development (HCD) indicates that the fifth revision of the City of Ridgecrest's Housing Element is overdue; and

**WHEREAS**, proposals were received and officially opened for examination and review; and

**WHEREAS**, the selection committee reviewed and analyzed the proposals; and

**WHEREAS**, the selection committee interviewed the top ranked firms; and

**WHEREAS**, the selection committee selected PMC World as the consultant best qualified to provide this service; and

**WHEREAS**, the proposed fee of \$35,245.00 is within the budget; and

**WHEREAS**, PMC offered several additional options that would help that City of Ridgecrest in getting the Housing Element updated and through the timeline necessary to meet the State Certification; and

**WHEREAS**, the fee for the optional Housing Elements is \$6,680.00 and staff is requesting that these funds be taken from the Economic Development TAB Funds; and

**WHEREAS**, the total project cost is \$41,925.00; and

**WHEREAS**, for these services and being expended from account number 001-4480-448-2109.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Ridgecrest Hereby: Approves A Professional Service Agreement With The Consulting Firm Of PMC World And Authorizes The City Manager, Dennis Speer, To Sign The Agreement Upon Approval of the City Attorney.

1. Authorizes the Approval of a Professional Services Agreement with the Consulting Firm of PMC World; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer, to execute the agreement upon approval of the City Attorney

**APPROVED AND ADOPTED** this 21<sup>st</sup> day of May 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

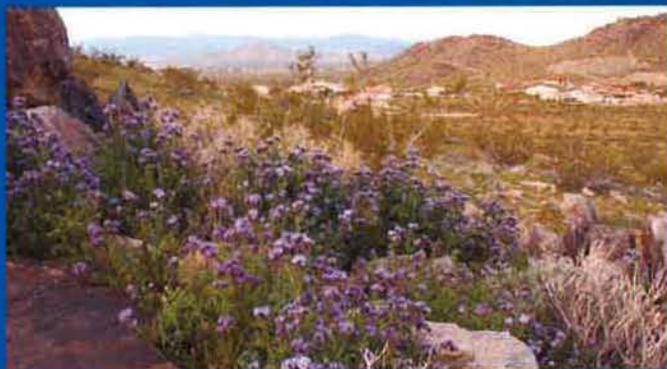
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Daniel O. Clark, Mayor

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Ricca Charlon  
Deputy City Clerk

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A PROPOSAL TO

# THE CITY OF **RIDGECREST**

HOUSING ELEMENT UPDATE

SUBMITTED TO:

**MATTHEW ALEXANDER, AICP**  
CITY PLANNER

100 WEST CALIFORNIA AVE.  
RIDGECREST, CA 93555  
(760) 499-5063



MAY 12, 2014

SUBMITTED BY:

**PMC**<sup>®</sup>

2729 PROSPECT PARK DRIVE, SUITE 220  
RANCHO CORDOVA, CA 95670  
PHONE: (916) 361-8384  
FAX: (916) 361-1574

(866) 828-6762

[WWW.PMCWORLD.COM](http://WWW.PMCWORLD.COM)



May 12, 2014

Matthew Alexander, AICP, City Planner  
**CITY OF RIDGECREST**  
100 West California Avenue  
Ridgecrest, CA 93555

**RE: HOUSING ELEMENT UPDATE, MARCH 2014**

Dear Mr. Alexander:

PMC is pleased to provide you with this proposal to assist the City of Ridgecrest with preparing its 5th cycle Housing Element update.

PMC's Housing and Community Development team has considerable experience working with the California Department of Housing and Community Development (HCD), having completed 50 certified Housing Elements since 2008, of which 35 were certified after a single round of review. PMC has had great success in guiding jurisdictions through HCD's new streamlined review process. We earned conditional compliance from HCD within two weeks of submitting the City of Roseville Housing Element for initial review.

PMC has extensive housing and community development experience throughout Kern County. PMC recently worked with the Kern Council of Governments to prepare the Countywide Regional Housing Needs Allocation (RHNA) methodology, and collected 2010 Census data and prepared a Housing Data Report for each of the 11 incorporated cities, including Ridgecrest, and the County to incorporate into each of their 5th cycle Housing Element updates.

In addition, PMC recently completed 5th cycle Housing Elements for a dozen Southern California jurisdictions. The project team, directed by Jennifer Gastelum, has over 13 years of experience in managing the preparation of Housing Elements. Ms. Gastelum will direct the Housing Element update with assistance from project manager Amy Sinsheimer and senior planner Sara Allinder. With an office in the greater Sacramento area, an office in San Luis Obispo, and staff in Madera County, PMC is uniquely qualified to meet project demands in person in Ridgecrest and to attend meetings with HCD in Sacramento. PMC has the staff and resources available to help City staff prepare a Housing Element that can be certified by HCD.

PMC will work with City staff and make this a team effort to complete the update. PMC will take the lead and provide a framework of necessary updates in each section, providing the format for the document and drafts to the City for review to make this a seamless process for City staff. PMC is familiar with the requirements of the new HCD streamlined review process and will work with the City to assist the City with becoming eligible for streamlined review in the 5th cycle.

**Matthew Alexander, AICP, City Planner**

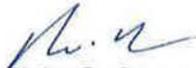
**May 12, 2014**

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Please don't hesitate to contact Jennifer Gastelum at (916) 361-8384, ext. 10258, or [jgastelum@pmcworld.com](mailto:jgastelum@pmcworld.com) should you require any additional information. We are excited for the opportunity to assist the City with completing its 5th cycle Housing Element and look forward to hearing from you.

Sincerely,



Philip O. Carter  
President



Jennifer Gastelum  
Project Director

POC:jg:sw:ang:ak

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# PROJECT MANAGEMENT

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PROJECT MANAGEMENT

# PROJECT MANAGEMENT

PMC team members have worked with local governments throughout California to create and implement innovative, unique, and effective housing and land use strategies that are fully compliant with California law.

PMC staff works collaboratively with our internal team, our clients, and project partners. Our project managers have a full suite of management tools available to track schedules and budgets, ensuring that we meet and exceed client expectations for delivery times and work products.

The project manager monitors all steps of the process and directs workflow to adhere to the proposed work program, budget, and schedule. The project manager assigns tasks and workload based on experience and availability to meet the project schedule.

Project deliverables are prepared and peer reviewed by the team before transmittal to the project manager, technical editor, and administrative staff for final review, editing, formatting, and production. Our early peer review supports correction of errors or omissions, collaboration, and adaptive learning. Project manager review focuses on completeness, transparency, accessibility, accuracy, and consistency with the work program.

## EXPERIENCE WITH HCD

PMC maintains strong and effective working relationships with HCD reviewers. We will leverage this relationship to ensure that there are no surprises during the review process and that the Housing Element achieves timely certification.



PMC's experience with HCD's Building Blocks, coupled with the knowledge and expertise of PMC staff, ensures the Ridgecrest Housing Element update will effectively address the city's housing needs while complying with all state law requirements.



## STREAMLINED PROCESS

HCD is offering a Streamlined Housing Element Review Process for the 5th Housing Element update cycle. PMC staff has attended several meetings with HCD on this review process and has successfully submitted several Housing Elements through the streamlined system. One of our clients achieved conditional compliance within two weeks of the first submittal.

PMC will prepare all submittal documents and clearly identify and highlight all changes to the Housing Element to facilitate a quick and efficient reading by the HCD reviewer.

While the streamlined process represents a significant improvement to HCD review procedures and can greatly reduce turnaround time, we have continued to find that maintaining regular communication with HCD throughout the update process and initiating discussions to problem-solve and vet solutions is critical. This proactive approach reduces stress and uncertainty and ensures that there are no surprises when the HCD reviewer issues the findings letter.

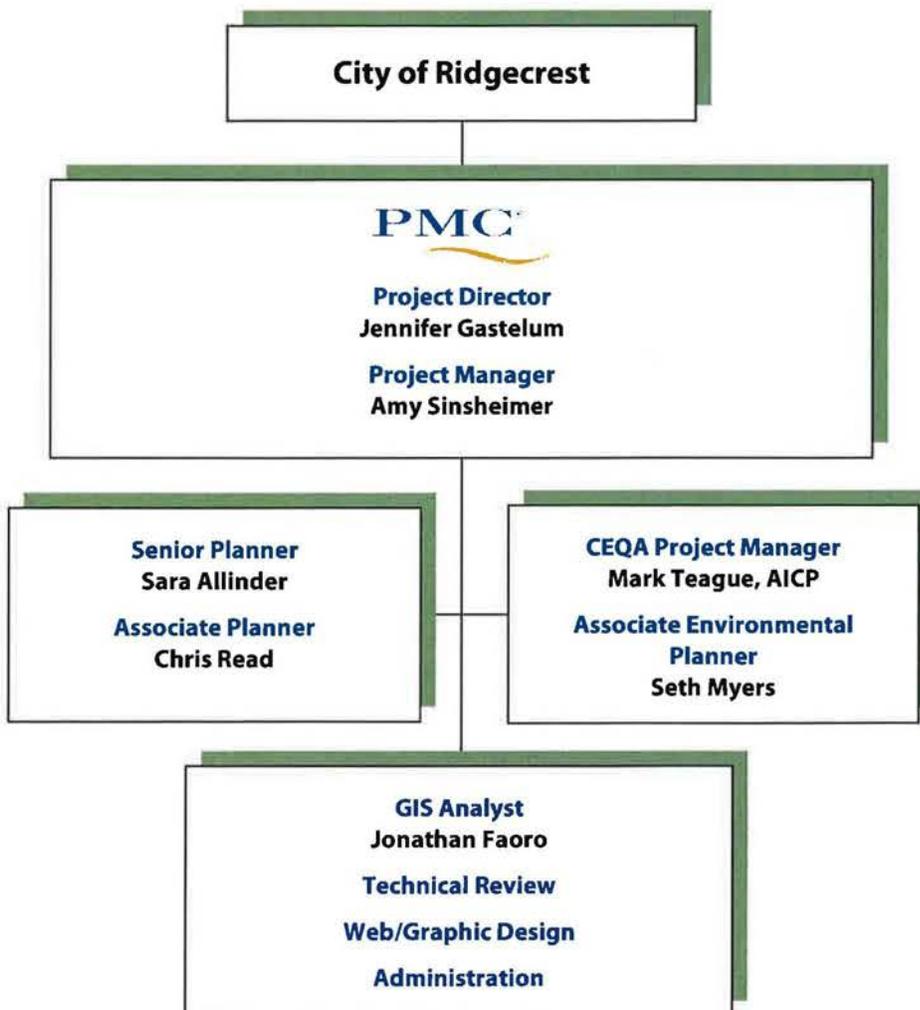
## HCD CERTIFICATION

PMC will act as the City's liaison to HCD and will work closely with the reviewer to ensure a smooth review process for the City of Ridgecrest Housing Element. PMC's close proximity to HCD's office makes it easy for PMC to meet with HCD staff as needed.

Reaching a consensus with HCD is a negotiation process, and we are committed to representing the City's best interests in this process. By maintaining close contact with HCD and representing the needs of our clients, PMC has never failed to obtain certification of any of our Housing Elements.

## PROJECT TEAM

Jennifer Gastelum will serve as the project director, while Amy Sinsheimer will be the project manager and primary point of contact for the City. Sara Allinder is the senior planner assisting on the project and will be available for in-person meetings with staff throughout the process. Below is an organization chart for the proposed project team followed by brief descriptions of the qualifications and experience for PMC's management team and personnel assigned to the Housing Element update.



**Project Responsibilities:** Ms. Gastelum will serve as the overall project director and will oversee the Housing Element work effort.

**BS, City & Regional Planning,** California Polytechnic State University, San Luis Obispo

**Associate's Degree,** American River College, Sacramento

**Project Responsibilities:** Ms. Sinsheimer will manage the project from start to finish and attend the public workshop and hearings.

**MS, Master of City and Regional Planning,** California Polytechnic State University, San Luis Obispo

**BS, Conservation and Resource Studies,** University of California, Berkeley

## JENNIFER GASTELUM, PROJECT DIRECTOR

Ms. Gastelum has more than 13 years of experience on projects throughout California, Nevada, and Washington. She is experienced in managing the preparation of Housing Elements, Consolidated Plans, and other housing policy documents. Her most recent housing policy experience includes Housing Element updates for over two dozen California cities during the 4th round update cycle. She recently assisted the communities of Alameda and Oxnard with bringing their Housing Elements into compliance. She is currently managing 5th round updates for Ontario, Auburn, Temecula, Roseville, and Imperial County.

She completed a Fair Share Housing Allocation Plan for Pierce County, Washington, and its 22 cities, and represented the City of Rancho Cordova at the Planners' Roundtable process to determine the Fair Share methodology and allocations for the multicounty Sacramento Area Council of Governments. She has developed affordable housing best practices strategies which included inclusionary housing recommendations and identifying zoning and infill incentives.

Additional project experience includes managing and facilitating housing condition surveys, housing needs assessments, and income surveys for Grass Valley, Fairfield, Vallejo, and Imperial County.

## AMY SINSHEIMER, PROJECT MANAGER

Ms. Sinsheimer is a senior planner at PMC, responsible for management and preparation of long-range planning documents. She has over 10 years of progressively responsible consulting experience in land use and environmental planning. Her primary responsibilities include management and preparation of policy and regulatory planning documents (Housing Elements and zoning codes) and implementation programs. She has significant experience in public outreach, including for complex projects involving multiple agencies, stakeholders, and team members.

Ms. Sinsheimer prepared Housing Elements during the 3rd and 4th cycles and has worked closely with staff at HCD to achieve certification for her clients. She prepared nine Housing Elements during the 4th cycle. She has also prepared Housing Element program implementation documents for several cities. Currently, she is assisting with 5th cycle Housing Elements for Marysville, Auburn, Temecula, Davis, South Lake Tahoe, Yuba County, and Riverside County.



### SARA ALLINDER, SENIOR PLANNER

As a senior planner and project manager for PMC, Ms. Allinder brings extensive experience in many jurisdictions throughout the Central Valley, including the cities of Wasco, Modesto, Ceres, Hughson, Livingston, Fresno, Hanford, Bakersfield, and Taft. She has experience in both current and long-range planning, including CEQA compliance. Ms. Allinder specializes in urban land use planning and has performed such tasks as general plan preparation and amendments, infrastructure master plan review, municipal code revisions pertaining to zoning and subdivision regulations, processing of annexation requests, and processing of commercial, industrial, and residential urban development projects through a variety of regulatory agencies. She has also been involved in the preparation of numerous CEQA documents. Ms. Allinder acted as the community development director for Wasco, where she managed the Planning, Building, and Code Enforcement divisions, prepared the department budget, presented staff reports to the Planning Commission and City Council, and acted as advisor to the city manager on special issues, including high-speed rail.

#### **Project Responsibilities:** Ms.

Allinder will assist with outreach and the overall update process. Her work will be at the direction of Ms. Sinsheimer.

**Master of City and Regional Planning,** California Polytechnic State University, San Luis Obispo

**BA, Environmental Sciences and English,** University of California, Riverside

### CHRIS READ, ASSOCIATE PLANNER

Mr. Read assists with a variety of planning projects, with an emphasis on the compilation, organization, and analysis of large sets of population, energy, housing, and demographic data. He specializes in clear and concise summaries of complex data analysis and has successfully completed numerous housing needs and constraints updates during the 5th Housing Element cycle, including the cities of Clayton, Coachella, Eastvale, Lincoln, Twentynine Palms, West Sacramento, and Yreka.

#### **Project Responsibilities:** Mr. Read

will assist with data collection and analysis. His work will be at the direction of Ms. Sinsheimer.

**Master of City and Regional Planning,** California Polytechnic State University, San Luis Obispo

### MARK TEAGUE, AICP, CEQA PROJECT MANAGER

Mr. Teague is a principal with PMC, based out of our San Diego office. He brings considerable experience to the project, with over 25 years of planning experience in communities throughout California. Mr. Teague's forte is in the preparation of comprehensive documents and analysis of potential impacts of policy implementation. He is experienced in the preparation of Housing Elements and capital impact fees, and he has completed numerous fee studies. For the past 12 years, Mr. Teague has also served as contract staff for many small agencies. In his capacity as a staff planner, he is responsible for the evaluation and preparation of staff reports, ordinances, general plans, development proposals, and environmental documents.

#### **Project Responsibilities:** Mr. Teague

will lead the environmental document. He will provide oversight and technical review.

**MA, City and Regional Planning,** California Polytechnic State University, San Luis Obispo

**BA, Political Science & Environmental Policy,** Rice University

**Project Responsibilities:** Mr. Myers will assist with environmental analysis. His work will be at the direction of Mr. Teague.

**BA, Environmental Studies and Planning (Minor in Biology),**  
Sonoma State University, CA

**Project Responsibilities:** Mr. Faoro will provide GIS support. His work will be at the direction of Ms. Sinsheimer.

**BA, Geography with Concentration in GIS,** California State University, Sacramento

**Urban Site Design,** University of California, Davis Extension

## SETH MYERS, ASSOCIATE ENVIRONMENTAL PLANNER

Mr. Myers has seven years of experience and is an environmental planner and air quality/greenhouse gas analyst. He is involved in the preparation of initial studies/negative declarations, environmental impact reports, and other CEQA documents as well as providing air quality analysis, greenhouse gas emissions analysis, and environmental team support. Mr. Myers has extensive expertise conducting air quality analyses and a comprehensive working knowledge of the associated regulatory environment. He has assisted with the preparation of numerous general plans and accompanying EIRs, and provided analysis for the City of Wildomar Housing Element Subsequent EIR.

## JONATHAN FAORO, GIS ANALYST

Mr. Faoro has knowledge and experience in providing GIS analysis and cartography in support of PMC's Housing and Community Development team. Over the past five years, he has assisted with the land inventory data for over 15 Housing Elements for cities and counties throughout California. He has implemented mobile GIS applications for housing condition surveys and trained housing survey staff on GIS and GPS collection techniques. He is very familiar with California spatial data and has been responsible for data capture/creation, management, and analysis for many projects in the state.

### **Additional Staff Resources**

The above list represents the staff which PMC anticipates will be required; however, it is possible that the need for additional staff may arise. PMC will obtain City approval prior to assigning additional staff types as necessary to complete the services required under this agreement. Compensation rates for additional staff types will be determined by PMC and will be consistent with the rates listed herein. Assignment of additional staff will not change the budget of this agreement, unless agreed upon by both parties with the execution of an amendment.

# SCOPE OF WORK

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SCOPE OF WORK

# SCOPE OF WORK

PMC operates as an extension of City staff and plans to work hand in hand to effectively identify strategies for maximizing opportunities and resolving any project challenges.

## TASK 1 PROJECT KICKOFF MEETING

PMC will meet with City staff to gain a complete understanding of the Housing Element. At the meeting, PMC will:

- Review the scope of work and schedule.
- Discuss information sources.
- Identify the City’s critical housing issues based on City staff’s perspective.
- Discuss the desired style and format of the Housing Element.
- Review housing element legal requirements.
- Discuss CEQA compliance options.
- Discuss lessons learned from the previous Housing Element.
- Discuss the best methods for ensuring regular communication.

**Task 1 Deliverable:** PMC will provide the City with a list of data needed to start the project. This list will be forwarded to the City prior to the kickoff meeting.

## TASK 2 HOUSING ELEMENT PREPARATION

### TASK 2.1: REVIEW OF EXISTING HOUSING ELEMENT

PMC will evaluate the appropriateness and effectiveness of each program included in the 2002–2007 Housing Element. During this evaluation, PMC will work with the City to determine programs that could be modified, new programs that should be added, and programs that have been completed and should be removed. PMC will rely on annual Housing Element reports submitted to HCD, if available.

**Task 2.1 Deliverable:** PMC will provide the City with a matrix including questions that will help determine program accomplishments.

**Task 2.2 Deliverable:** The Housing Needs Assessment will be included as part of the draft Housing Element.

## TASK 2.2: HOUSING NEEDS ASSESSMENT

PMC will utilize as much data as possible from the Kern County Housing Data packet that we completed for the County. Consistent with state law (Government Code Section 65583(a)), the Housing Needs Assessment will include the following:

- **Population and Employment Trends:** Race, age, employment by industry and occupation.
- **Household Characteristics:** Number of existing and overpaying households, lower-income households (including extremely low).
- **Housing Stock Characteristics:** Housing conditions, overcrowded households, housing costs, housing type, vacancy rates.
- **Special Housing Needs:** Special housing needs of persons with disabilities (including addressing Senate Bill (SB) 812), seniors, large households, female-headed households.
- **Inventory of At-Risk Units:** PMC will work with the California Housing Partnership Corporation to identify any units at risk of converting to market-rate price within the planning period. PMC will work with City staff to determine preservation and replacement needs.

**Task 2.3 Deliverables:** PMC will work with City staff with a complete land inventory analysis that ensures the City is able to meet its regional housing need.

PMC will need to obtain current GIS layers for zoning, General Plan, and assessor's data from the City in order to complete this analysis.

A complete analysis on opportunities for energy conservation will also be included.

## TASK 2.3: HOUSING RESOURCES AND OPPORTUNITIES

### Regional Housing Needs Progress

According to the 5<sup>th</sup> Cycle Regional Housing Need Plan prepared by Kern COG, the City of Ridgecrest has a housing production goal of 1,846 units (713 units, or 39 percent, are lower-income units), which is 1,467 units more than in the previous cycle (558 units more for the City's lower-income allocation).

### Adequate Sites Inventory

Assembly Bill (AB) 2348 establishes a default density of at least 20 units per acre to facilitate the development of housing affordable to lower-income households. PMC will work with City staff to formulate an updated vacant land inventory that meets the needs of the community and addresses the state law requirements.

## Financial Resources

PMC will identify financial and administrative resources available to the City for affordable housing programs.

## Analysis of Opportunities for Energy Conservation

In response to SB 375 and AB 32, PMC will include an inventory and analyze the opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development. PMC will also provide detail on any current programs being implemented in regard to energy conservation and green building initiatives.

### TASK 2.4: UNACCOMMODATED NEED FROM THE PREVIOUS HOUSING ELEMENT

Per AB 1233, if a Housing Element failed to identify adequate sites to accommodate the regional housing need in the prior planning period, then the City must carry forward the unaccommodated portion of the RHNA from the prior planning period. Because the City does not have a Housing Element in compliance, AB 1233 will apply to the 2013–2023 Housing Element. PMC has worked with cities regarding AB 1233 and is familiar with the requirements.

In order to minimize the number of units that must be carried forward, PMC will first work to identify the City's capacity during the 2008–2013 Housing Element cycle. From there, PMC will add the carryover from the previous period to the current RHNA of 1,846 units. The land inventory will then assume this new number as total need and will work to identify sites to accommodate the carryover as well as the 1,846 units from the fifth round RHNA.

### TASK 2.5: HOUSING CONSTRAINTS

PMC will identify and analyze potential and actual constraints to the maintenance, improvement, or development of housing for all income levels. The analysis will identify the specific standards and processes and evaluate their impact, including cumulatively, on the supply and affordability of housing. The analysis is to determine whether local regulatory standards pose an actual

**Task 2.4 Deliverable:** PMC will complete a Land Inventory that satisfies the 5<sup>th</sup> round RHNA as well as the carryover from the 4<sup>th</sup> round, consistent with AB 1233.

**Task 2.5 Deliverable:** A complete analysis of possible constraints will be included as part of the Housing Element update.

### **Senate Bill (SB) 812 – Housing for Persons with Developmental Disabilities**

SB 812 was passed in November 2010. PMC has worked directly with HCD staff to address these requirements for three Housing Elements submitted after November 2010.

**Task 2.6 Deliverable:** PMC will build off the existing goals and policies and will satisfy the requirements of Government Code Section 65883(b) and (c).

constraint and must also demonstrate local efforts to remove constraints that hinder a jurisdiction from meeting its housing needs.

### **Potential Governmental Constraints**

Possible governmental constraints include land use controls, sensitive areas (e.g., wetlands, creeks, and floodplains), fees and exactions, required improvements, permit processing procedures, and building codes and their enforcement. We will consider zoning and infrastructure constraints for specific sites identified in the land inventory.

### **Potential Non-Governmental Constraints**

Potential non-governmental constraints, including community opposition, availability of financing, cost of construction, and price of land, will also be considered.

## **TASK 2.6: HOUSING GOALS, POLICIES, AND PROGRAMS**

PMC will work with City staff to present goals, policies, programs, and quantified objectives to address identified housing needs and constraints, based on the information received from the public workshops and the needs identified in the Housing Needs Assessment, and consistent with Government Code Section 65583(b) and (c). These policies will guide decision-making with regard to adequate sites for various types of housing and appropriate housing development for the city.

Implementation programs will address all new state law requirements, including SB 812, in addition to actions that will address mixed use, workforce housing, second units, density bonus, and rehabilitation needs. All programs will describe the specific steps, time frame, and City departments responsible for implementation.

## TASK 3 COMMUNITY OUTREACH

PMC has provided the City with a proposed community outreach program consistent with state law that will solicit input from all segments of the community.

### MEETINGS WITH CITY STAFF

PMC will ensure regular communication with City staff via phone and e-mail as needed. PMC suggests setting up monthly conference calls to discuss any outstanding items and next steps for the project.

### COMMUNITY WORKSHOP

Prior to submitting the Draft Housing Element to HCD to initiate the 60-day review, City staff and PMC will conduct one public workshop during the drafting of the Housing Element to discuss and educate residents on the process and hear from the local service providers on what they are seeing in terms of needs in the community.

### PLANNING COMMISSION AND CITY COUNCIL PUBLIC HEARINGS

- Prior to submitting the Draft Housing Element to HCD to initiate the 60-day review, PMC proposes one joint Planning Commission and City Council study session to present the Draft Housing Element and to discuss key findings. PMC will attend this meeting or another agreed upon public hearing.
- Once the draft has been submitted and conditionally certified by HCD, PMC suggests the City hold one Planning Commission public hearing to recommend adoption of the draft, and one City Council hearing for adoption. PMC does not assume attendance at either of these meetings.
- PMC is able to attend any additional meetings on a time-and-materials basis.

**Task 3 Deliverables:** At the project kickoff meeting, PMC will work with the City to define and revise the public participation plan, as necessary.

PMC suggests that all information regarding the Housing Element update be posted on the City's website, including public meetings, drafts, and other pertinent data. PMC will provide all documents in web-ready versions.



## TASK 4 STATE CERTIFICATION

**Task 4 Deliverable:** PMC will deliver the Draft Housing Element to HCD and is available to meet with HCD staff in person to discuss revisions.

Reaching a consensus with HCD is a negotiation process, and we are committed to representing the City's best interests in this process. By maintaining close contact with HCD and representing the needs of our clients, PMC's close proximity to HCD's office makes it easy for PMC to meet with HCD staff as needed. PMC will serve as the City's liaison to HCD. This service will include:

- Acting as the primary contact who will communicate with HCD staff as needed.
- Submittal of the Public Review Draft Housing Element to HCD.
- Should the City qualify for HCD's streamlined process, PMC will complete all required documents.
- Completion of all revisions requested by HCD.
- Meetings and/or conference calls with HCD staff and City staff to discuss comments.
- Submission of the final draft to HCD for review and certification.



## TASK 5 ENVIRONMENTAL REVIEW

### PROJECT INITIATION

PMC will meet with City staff to discuss an approach to the Initial Study/Negative Declaration (IS/ND) format, content, and responses to comments. This will coincide with the completion of the Draft Housing Element so that PMC can present any issues needing resolution prior to the environmental evaluation. For purposes of this proposal, we assume an IS/ND will suffice for CEQA compliance. PMC will prepare the environmental document concurrent with preparation of the Draft Housing Element.

### PREPARE DRAFT INITIAL STUDY/NEGATIVE DECLARATION

PMC will prepare a draft IS/ND using the Environmental Checklist Form in Appendix G of the CEQA Guidelines and the City's format for an IS/ND. The IS/ND will consist of a project description, CEQA environmental checklist, discussion of environmental issues, and references. The project description will summarize the proposed Housing Element amendments and areas of the city affected by specific programs that may have significant impacts. It will also include general location maps showing the areas of the city affected by those proposed programs.

The budget for the IS/ND assumes that PMC can use data from readily available sources (e.g., previously prepared IS/ND, the City's GIS, General Plan, engineering reports, master plans, and previous technical studies).

### PREPARE REVISED DRAFT INITIAL STUDY/ NEGATIVE DECLARATION

This scope assumes a single set of comments from the City. PMC will revise the IS/ND based upon City staff comments and submit the revised document to the City for public circulation.

**Task 5 Deliverable:** PMC will prepare an Initial Study/Negative Declaration consistent with CEQA.

- Draft and final copies of all required CEQA forms and notices
- One (1) administrative draft of all documents in an electronic Word format
- Twenty (20) hard copies of the IS/ND (fifteen (15) delivered to the State Clearinghouse)
- Electronic copies of the response to comments to each commenting agency
- One (1) electronic version of the response to comments and final IS/ND
- Word and Adobe PDF copies of all submittals

## PREPARE FINAL INITIAL STUDY/NEGATIVE DECLARATION

After the 30-day review period has expired, PMC will prepare a final IS/ND that consists of written public and agency comments received on the IS/ND, responses to those comments, and errata of any changes to the IS/ND. The final environmental document will be submitted concurrently with the Final Housing Element.

**Task 6.1 Deliverable:** PMC will provide one (1) hard copy and one (1) electronic copy in Microsoft Word format for City staff review and comment.

**Task 6.2 Deliverable:** PMC will provide one (1) hard copy and one (1) PDF of the public review draft to City staff and one (1) hard copy to HCD for review.

**Task 6.3 Deliverable:** PMC will supply one (1) electronic copy in PDF format of the certified Housing Element to City staff and two (2) hard copies to HCD (one redline and one clean version) for final review.

## TASK 6 PREPARE AND FINALIZE HOUSING ELEMENT

### TASK 6.1: ADMINISTRATIVE DRAFT HOUSING ELEMENT

PMC will provide an administrative draft of the Housing Element for City staff to review. PMC requests that we receive one consolidated set of City comments on the draft. PMC will then produce a revised administrative draft Housing Element.

### TASK 6.2: PUBLIC REVIEW DRAFT HOUSING ELEMENT

The refined administrative draft will be presented as a draft Housing Element that will be presented to the Planning Commission and City Council for preliminary approval of the document for its initial 60-day review. Any comments from the Planning Commission and/or City Council will be incorporated prior to submittal to HCD.

### TASK 6.3: FINAL HOUSING ELEMENT

After receiving HCD comments, PMC will incorporate the comments and refine the revised draft Housing Element to reflect HCD comments and concerns. PMC will submit the revised draft Housing Element to HCD for informal review and will meet (conference call or in-person meeting) with HCD to go over the revisions and to confirm that HCD's comments and concerns have been sufficiently addressed in the Housing Element.

The certified Housing Element will incorporate any additional HCD comments and will be presented to the City Council for final consideration. The final Housing Element will then be sent to HCD for the 90-day certification review period.

## OPTIONAL HOUSING ELEMENT TASKS

### RIDGECREST HOUSING ELEMENT STATUS

In order for the City of Ridgecrest to be eligible for the streamlined process, the City must complete or be in the process of completing the following:

- Comply with Senate Bill 2 requirements
- Comply with Senate Bill 520 Reasonable Accommodations
- Comply with density bonus state law

*PMC has included optional tasks to complete these items.*

### OPTIONAL TASK 1: TEXT AMENDMENT TO COMPLY WITH SB 2 AND SB 520 REQUIREMENTS

PMC will process Zoning Code text amendment to bring the City's Zoning Code into full compliance with SB 2 and SB 520 by:

- Working with City staff and decision-makers to identify at least one zoning category in which emergency shelters and transitional housing can be located without discretionary approval.
- Identifying a zoning category that has sufficient capacity to accommodate emergency shelters and transitional housing as required by state law.
- Ensuring that the Zoning Code's development standards apply to emergency shelters and transitional housing in the same manner as other uses and structures of the same type permitted within the city.
- To comply with SB 520, the City will need to ensure its definition of family is consistent with state law, and then adopt a policy/procedure/ordinance that sets forth a plan that allows persons with disabilities to apply for reasonable accommodations to development standards.
- PMC will provide the current definition for family and a draft reasonable accommodation ordinance for City staff to adopt.

### **Optional Task 1 and Task 2**

**Deliverables:** One (1) staff report with attachments and draft resolution; public hearing notice; press release; and minor staff reports, as necessary.

## OPTIONAL TASK 2: REVIEW AND UPDATE THE CITY'S DENSITY BONUS LANGUAGE

PMC will update the density bonus section of the City's Zoning Code as needed. California's density bonus law was significantly modified in 2004 and now requires:

- Incentives must be available to developers who include small affordable housing in their projects.
- Available density bonuses of 20 to 35 percent, depending on the amount and type of affordable housing provided.
- Exceptions from normally applicable zoning and other development standards are available if needed.

## OPTIONAL TASK 3: OFFICE OF PLANNING AND RESEARCH TASKS

Based on recent conversations with the Governor's Office of Planning and Research (OPR), the following requirements must be completed prior to, or concurrent with, adopting the next Housing Element. PMC will assist the City in addressing the requirements that apply to Ridgecrest as detailed below.

### **Task 3.1: Military Notification Process for Local Planning Proposals (SB 1462)**

SB 1462 requires that cities and counties notify the US military when projects are within military land use areas, or when changes to the general plan may affect military land use areas. The intent is to create a local notification process whereby the US military will be informed of certain local land use proposals in an effort to prevent land use conflicts between local communities and military installations and training activities.

The jurisdiction or project is affected if it meets one of the following:

- Located within 1,000 feet of a military installation.
- Beneath a low-level flight path.
- Within special use airspace as defined in Section 21098 of the Public Resources Code.

### **Optional Task 3 Deliverable:**

PMC will assist with addressing the applicable OPR requirements.



SB 1462 does apply to the City of Ridgecrest due to its proximity to China Lake Naval Air Weapons Station. PMC is able to support City staff with notification pursuant to the requirements of SB 1462. PMC will provide a draft SB 1462 letter notifying the military that the City's Housing Element update is taking place. The City will put the letter on City letterhead and send the letter to China Lake Naval Air Weapons Station and follow up with the Naval base should they have questions.

### **Task 3.2 Fire Hazard Planning (SB 1241)**

SB 1241 requires the City to revise the Safety Element requirements for state responsibility areas and very high fire hazard severity zones, as specified. It also requires the Safety Element, on the next revision of the Housing Element on or after January 1, 2014, to be reviewed and updated as necessary to address the risk of fire in state responsibility areas and very high fire hazard severity zones, taking into account specified considerations, including, among others, the most recent version of OPR's "Fire Hazard Planning" document.

PMC has reviewed CALFIRE fire hazard severity maps and determined that the City is not required to perform additional analysis to comply with SB 1241 because they are not within the state responsibility area and their fire hazard severity is moderate.

### **Task 3.3: Disadvantaged Communities (SB 244)**

SB 244 defines an unincorporated disadvantaged community as a place that contains 10 or more dwelling units in close proximity to one another; is either within a city sphere of influence, is an unincorporated island within a city boundary, or is geographically isolated and has existed for more than 50 years; and has a median household income that is 80 percent or less of the statewide median household income.

PMC can complete a review and analysis to determine whether any unincorporated disadvantaged communities meeting the requirements of SB 244 exist as an island within the city or in the city's sphere of influence. This will be done in memo form for City staff to present at a public hearing addressing the requirements. PMC will complete the following:

- 
- Identify any disadvantaged unincorporated communities, and provide a map identifying any such areas.
  - Review water, wastewater, stormwater drainage, and structural fire protection needs in unincorporated communities with 10 or more dwellings, and analyze financing mechanisms that could feasibly be used to extend services to those communities.
  - Identify options associated with the use of benefit assessment districts or other financing alternatives that could make the extension of services to these communities financially feasible.
  - Work with City staff to determine whether the City is in the process of or in the near future considering annexing territory that could be impacted by SB 244.
  - Work with the City to determine whether any local developers may be impacted by the annexation piece in this bill. Should this be the case, PMC will notify the identified developers.

Once PMC has completed the analysis we will either (1) determine that an amendment to the Land Use Element is required or (2) conclude that no targeted SB 244 Land Use Element amendments would be necessary. Based on discussions with City staff, it is PMC's understanding that underserved disadvantaged unincorporated communities are unlikely to be identified in Ridgecrest's sphere of influence. PMC will provide the City with a memo that includes the required analysis and conclusion that will be presented in a

public hearing by City staff. If it is determined that an amendment is required, PMC can provide an additional scope of work to amend the Land Use Element and prepare a draft report of the suggested amendments to the Land Use Element relating to the requirements of SB 244.

### **Task 3.4: Tribal Coordination (SB 18)**

SB 18 requires local governments to consult with California Native American tribes to aid in the protection of traditional tribal cultural places through local land use planning. The intent is to provide California Native American tribes an opportunity to participate in local land use decisions at an early planning stage,

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for the purpose of protecting, or mitigating impacts to, cultural places.

PMC will support City staff with tribal coordination pursuant to the requirements of SB 18. PMC will prepare a letter to the Native American Heritage Commission to identify and support the protection of any traditional tribal cultural places. Drawing on our experience coordinating with tribal governments to understand Native American issues in past Housing Elements, we will also help City staff address special housing needs, constraints, and policies for Native American communities as appropriate in the Housing Element update. PMC will provide a draft SB 18 letter and address tribal topics in the Housing Element update, as appropriate.

### **Task 3.5: Land Use: Water Supply (AB 162)**

AB 162 requires the City to amend the Safety and Conservation Elements of the General Plan to include analysis and policies regarding flood hazard and management information.

PMC will provide the City with sample analyses that PMC has previously completed that City staff can incorporate into the Safety and Conservation Elements of the General Plan when the City updates those Elements.

# SCHEDULE



# SCHEDULE

PMC has an excellent track record of receiving compliance with just one round of review. The timeline shown below assumes one round of HCD review, PMC expects to be able to meet the HCD deadline of having a certified Housing Element by the December 31, 2015.

Time Frame	Task
May 2014	Project kickoff meeting
May–July 2014	Prepare administrative draft Housing Element
July 2014	Public workshop and stakeholder meetings (PMC to attend)
August 2014	City staff review of administrative draft
September 2014	Prepare draft Housing Element
October 2014	Planning Commission/City Council hearing to review draft Housing Element (PMC to attend)
October–December 2014	Submit draft to HCD (60-day review)
December 2014	Conference call with HCD, prior to receiving a letter to address any last-minute issues
December 2014	Address any outstanding HCD comments
Early January 2015	City receives a “conditional compliance” letter from HCD
February 2015	City Council hearing to adopt Housing Element
March 2015	Submit final Housing Element to HCD (90-day review)
May 2015	HCD Finding of Compliance

# BUDGET

PMC<sup>®</sup>

BUDGET

# BUDGET

PMC’s estimated fee to complete the City’s 2015–2023 Housing Element update is \$41,925. PMC’s bill rates are included below.

We are flexible in our approach and understand that the City faces budget constraints. PMC is available to discuss modifications to the scope and budget to best meet the needs of the City.

## BILL RATES

Below is a listing of PMC’s bill rates for the Housing Element update.

Staff	Hourly Rate
Jennifer Gastelum, Project Director	\$145
Amy Sinsheimer, Project Manager	\$120
Sara Allinder, Senior Planner	\$120
Chris Read, Associate Planner	\$90
Jonathan Faoro, GIS Analyst	\$100
Technical Review	\$85
Administrative Assistance	\$65

“Under the leadership of Ms. Gastelum, your firm’s work on the Housing Element was completed within the agreed-to timeline, budget and provides Clayton a clearly written implementation program to follow to meets its housing goals.”

David Woltering  
Community Development Director  
City of Clayton

Tasks	Total Cost	Total PMC Hours	Jenny	Mark	Amy/Sara	Chris	Seth	Jon	Admin
			PM	CEQA PM	Sr Planner	Associate	Associate	GIS	
			\$145	\$165	\$120	\$90	\$85	\$95	
<b>Task 1: Kickoff Meeting</b>	\$2,270	20	2		12	6			
<b>Task 2: Housing Element Preparation</b>	\$0	0							
Task 2.1 Review of Existing HE	\$1,610	14	2		8	4			
Task 2.2 Housing Needs Assessment	\$3,645	36	3		8	25			
Task 2.3 Housing Resources and Opportunities	\$4,405	44	3		8	25		8	
Task 2.4 Unaccommodated Need from the Previous Element	\$3,435	33	3		10	20			
Task 2.5 Housing Constraints	\$3,195	31	3		8	20			
Task 2.6 Housing Goals, Policies, and Programs	\$1,875	15	3		12				
<b>Task 3: Community Outreach</b>	\$3,675	31	3		24	4			
<b>Task 4: State Certification</b>	\$3,485	29	5		20	4			
<b>Task 5: Environmental Review</b>	\$4,190	46		5			35		6
<b>Task 6: Prepare and Finalize Housing Element</b>	\$0	0							
6.1 Administrative Draft	\$1,995	19	4		8				7
6.2 Public Review Draft	\$360	3			3				
6.3 Final Housing Element	\$805	9			4				5
Direct Costs	\$300	0							
<b>Total Budget</b>	<b>\$35,245</b>	<b>330</b>	<b>31</b>	<b>5</b>	<b>125</b>	<b>108</b>	<b>35</b>	<b>8</b>	<b>18</b>
<b>Optional Tasks</b>									
Optional Task 1 Text Amendment to Comply with SB 2/SB 520	\$2,690	22	2		20				
Optional Task 2 Review the Density Bonus Ordinance	\$1,250	10	2		8				



Tasks	Total Cost	Total PMC Hours	Jenny	Mark	Amy/Sara	Chris	Seth	Jon	Admin
			PM	CEQA PM	Sr Planner	Associate	Associate	GIS	
			\$145	\$165	\$120	\$90	\$85	\$95	
Optional Task 3 Office of Planning and Research Tasks									
3.1 Military Notification Process (SB 1462)	\$835	5	2		4				1
3.2 Fire Hazard Planning (SB 1241) (not applicable)	\$0	0							
3.3 Disadvantaged Communities (SB 244)	\$830	12	2		2	4		4	1
3.4 Tribal Coordination (SB 18)	\$835	5	2		4				1
3.5 Land Use: Water Supply and Flood Hazard	\$240	2			2				
<b>Total Optional Tasks</b>	<b>\$6,680</b>								

# EXCEPTIONS



EXCEPTIONS

# EXCEPTIONS

PMC has identified the following exceptions to the Consultant Agreement.

## SECTION 8 (INDEMNIFICATION)

PMC is prepared to be responsible for its errors and understands our obligation to indemnify the City of Ridgecrest. However, PMC can only take responsibility for its own errors and not for other people's mistakes. Additionally, we would like to ensure that this section is insurable under our professional liability insurance which provides coverage to the extent of the policy-holder's negligent acts, errors or omissions. We feel it is in the best interests of both parties that our insurance carrier does not deny coverage due to the wording in the indemnification section. Therefore PMC requests modification of this section as follows:

"CONSULTANT shall defend, indemnify, and hold harmless the Agency/City, its officers, employees and agents, from and against loss, injury, liability, or damages to the extent caused by any negligent act, error, or omission to act by CONSULTANT or CONSULTANT's officers, employees, or agents. CONSULTANT's duty to indemnify and defend does not extend to the damages or liability caused by the Agency/City's negligence or willful misconduct.

Agency/City shall defend, indemnify, and hold harmless the CONSULTANT, its officers, employees and agents, from and against loss, injury, liability, or damages to the extent caused by any negligent act, error, or omission to act by Agency/City or Agency/City's officers, employees, or agents. Agency/City's duty to indemnify and defend does not extend to the damages or liability caused by the CONSULTANT's negligence or willful misconduct."



## SECTION 9 (MISCELLANEOUS)

Paragraph (c) – PMC requests removal of this paragraph as it is not applicable to our profession or to the project.

Paragraph (f) – PMC’s contact information for noticing purposes is: “Philip O. Carter, President; PMC; 2729 Prospect Park Drive, Suite 220; Rancho Cordova, CA 95670.”

Paragraph (g) – PMC requests modification of this section to be consistent with mediation and arbitration clauses in that each party bears their own expenses and legal costs. Requested modification is: “If an action at law or in equity is brought to enforce this Agreement, each party shall bear their own attorney fees and costs.”

These comments and requested modifications reflect the terms of our existing policies and past experience. PMC is happy to discuss any concerns the City of Ridgecrest may have with the above, and is open to alternative suggestions.



# QUALIFICATIONS

PMC<sup>®</sup>

QUALIFICATIONS

# QUALIFICATIONS

PMC team members have an extraordinary amount of experience preparing Housing Elements and General Plan updates for communities throughout California. Following is a summary of recent housing-related project experience as well as client references that can attest to PMC’s ability to provide services similar to those described in the RFP.

## HOUSING ELEMENT EXPERIENCE

PMC understands that each community has unique housing conditions and challenges. We understand the regulatory requirements that accompany the Housing Element certification process. PMC will use our experience, knowledge, and familiarity with HCD to produce a user-friendly updated Housing Element for the City of Ridgecrest.

We believe that, based on our knowledge of Housing Element law and our excellent working relationship with HCD staff, we are the best candidate to complete the City’s Housing Element update.

The following pages contain a graphic illustrating the Housing Elements PMC has completed since 2008, and a listing of Housing Elements in progress or recently certified.

*“Without the knowledge, contacts, and professional approach exhibited by PMC staff, our efforts would not have been as effective. We strongly recommend PMC to other entities seeking services.”*

**Reed Flory**  
**City of Rancho Cordova**

## CITIES AND TOWNS

City of Alameda  
 City of Anderson  
 City of Arcata  
 City of Auburn  
 City of Biggs  
 City of Calimesa

City of Chico  
 City of Clayton  
 City of Coachella  
 City of Cloverdale  
 City of Crescent City  
 City of Davis  
 City of Dixon  
 City of Dunsmuir  
 City of Eastvale  
 City of Elk Grove  
 City of Etna  
 City of Fairfield  
 City of Fortuna  
 City of Greenfield  
 City of Hughson  
 City of Lone  
 City of Imperial  
 City of Lincoln

City of Los Altos  
 City of Madera  
 City of Marysville  
 City of Montague  
 City of Monterey  
 City of Morro Bay  
 City of Mt. Shasta  
 City of Ontario  
 City of Orland  
 City of Oxnard  
 City of Plymouth  
 City of Rancho Cordova  
 City of Red Bluff  
 City of Roseville  
 City of Sand City  
 City of Soledad  
 City of Suisun City  
 City of Temecula  
 City of Tulelake  
 City of Twentynine Palms  
 City of Vallejo  
 City of West Sacramento  
 City of Wildomar  
 City of Willits  
 City of Willows  
 Town of Yountville  
 City of Yreka



## COUNTIES

Imperial County  
 Inyo County  
 Kern County  
 Siskiyou County  
 Solano County  
 Riverside County  
 Yuba County

PMC is currently assisting the following jurisdictions with 5th round Housing Element updates:

#### HOUSING ELEMENTS IN PROGRESS OR RECENTLY CERTIFIED

- City of Alameda
- City of Auburn\*\*
- City of Biggs
- City of Blythe\*\*
- Butte County
- City of Calimesa\*\*
- City of Clayton
- City of Coachella\*\*
- City of Davis
- City of Elk Grove\*\*
- Imperial County\*\*
- City of Marysville\*\*
- City of Ontario\*\*
- Riverside County
- City of Santa Rosa
- City of South Lake Tahoe
- City of Temecula \*\*
- City of Twentynine Palms\*\*
- City of West Sacramento\*\*
- Town of Yountville
- Yuba County\*\*

\* *Conditional Compliance*

\*\* *Certified*

PMC's Housing and Community Development team has a 100% success rate in receiving HCD certification, certifying 50 Housing Elements since 2008, of which 35 were certified after a single round of review.

#### REFERENCES

Following is a representative example of recent Housing Element updates and other services provided by PMC that are similar to those needed by the City of Ridgecrest. We encourage you to contact these recent clients for references.



Rochelle Invina, Regional Planner I  
Kern County Council of Governments  
1401 19th Street, Suite 300  
Bakersfield, CA 93301  
(661) 861-2191  
rinvina@kerncog.org

### KERN REGIONAL HOUSING REPORT AND RHNA PLAN, 2013–2023

PMC recently worked with the Kern Council of Governments to prepare a Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)-compliant RHNA plan that conforms to all requirements specified by HCD. PMC completed an HCD-approved RHNA methodology that identified jurisdictional development inventory and analyzed potential implementation strategies to achieve the RHNA goals for Kern County and its 11 incorporated cities. In addition, PMC collected 2010 Census data and prepared a Housing Data Report for each of the 11 incorporated cities and the County to incorporate into each of their 5th cycle Housing Element updates.

Lorelei Oviatt, Director  
Kern County Planning and Community  
Development  
Public Services Building  
2700 M Street, Suite 100  
Bakersfield, CA 93301-2370  
(661) 862-8866

### KERN COUNTY HOUSING ELEMENT UPDATE, 2006–2013

PMC updated the 2006–2013 Housing Element and conducted associated environmental review for Kern County. This update includes data updates in the housing needs assessment and incorporates the new RHNA allocations for the 2006–2013 period. PMC assisted the County in devising updated goals, policies, and programs that would address current and expected housing growth. The Housing Element identified sites appropriate to accommodate the County’s new RHNA numbers, governmental and non-governmental constraints, special housing needs, developer incentives, and a five-year implementation plan. PMC’s environmental staff prepared the Initial Study/Negative Declaration for this Housing Element update.

Shannon Andrews, Management  
Analyst  
City of Calimesa  
908 Park Avenue  
Calimesa, CA 92320  
(909) 795-9801, ext. 222  
sandrews@cityofcalimesa.net

### CITY OF CALIMESA HOUSING ELEMENT UPDATE, 2013–2021

PMC updated the 2013–2021 Housing Element in conjunction with the General Plan update. This update included new 2010 Census data and incorporated the new RHNA allocations for the 2014–2021 period. PMC’s environmental staff prepared a General Plan EIR for the project.

# APPENDIX - RÉSUMÉS

PMC<sup>®</sup>

APPENDIX - RÉSUMÉS

## JENNIFER GASTELUM

### *Project Director*

Ms. Gastelum has over 12 years of experience in urban planning specializing in various housing programs and public outreach for municipalities in Southern California, the Inland Empire, the Sacramento Valley, the Lake Tahoe Basin, the San Francisco Bay Area, Nevada, and Washington. Project management accomplishments include updates to 44 Housing Elements during the 2008 and 2009 update cycles. She is also accomplished in the preparation of HUD consolidated plans, action plans, and analysis of impediments to fair housing choice documents, housing condition surveys, and housing market studies.

Ms. Gastelum is currently managing housing element updates for the cities of Eastvale, Wildomar, Oxnard, and Alameda as well as various state and federal grant programs, including the Neighborhood Stabilization Program (NSP), Community Development Block Grant (CDBG) program, CalHOME, HOME, and other grant activities.

## RELEVANT PROJECT EXPERIENCE

### **5<sup>th</sup> Round Housing Elements**

Currently managing the 5<sup>th</sup> round Housing Element updates for the cities of Ontario, Temecula, Roseville, and Auburn.

### **Relevant Housing Element and General Plan Project Experience**

**2011–2013 Eastvale Housing Element.** Managed the City's first General Plan Housing Element. This was an expedited effort that started in August 2011 with a goal of March 2012 for adoption. The process included working with a General Plan Advisory Committee on the drafting of the element.

**2011–2013 Wildomar Housing Element.** Managed the newly incorporated City's first Housing Element document. Tasks included working with the Southern California Association of Governments and the Western Riverside Council of Governments to agree on an appropriate portion of the County's RHNA to be absorbed by Wildomar.

## EDUCATION

BS, City and Regional Planning,  
College of Architecture and  
Environmental Design, California  
Polytechnic State University, San  
Luis Obispo

AA, American River Junior College,  
Sacramento, CA

## PROFESSIONAL AFFILIATIONS AND AWARDS

American Planning Association  
(APA)

California Chapter of the American  
Planning Association (CCAPA)

Parsons Infrastructure and  
Technology, Inc., Excellence in  
Action Award, September 2003

American Planning Association,  
2000 Student Project Award, City of  
Atascadero Draft General Plan, 2000



**JENNIFER GASTELUM**  
*Project Director*

**2009–2013 Oxnard Housing Element Revisions.** Assisted the City with addressing its HCD comment letter. The City's ability to identify adequate sites to meet their housing needs allocation was the major issue. The effort included staying in close contact with HCD as well as reaching out to many nonprofit developers to gain input and feedback.

**2009–2014 Alameda Housing Element Revisions.** Assisted the City with revisions to the 2009 Housing Element. This process included a presentation to the City's Planning Advisory Board and a preliminary meeting with HCD to discuss the necessary changes.

**2008–2013 Housing Element Preparation.** Managed Housing Element updates, including public outreach and housing element certification, for the cities of Elk Grove and Imperial and the counties of Imperial and Kern.

**2009–2014 Housing Element Preparation.** Managed Housing Element updates, including public outreach and the state certification process, for Solano County and for the cities of Ione, Dixon, Chico, Fairfield, Soledad, Morro Bay, Hughson, Yountville, Monterey, Arcata, Orland, Willows, Vallejo, Los Altos, Clayton, Pleasanton, Crescent City, and Sand City.

**Housing Element Compliance Revisions.** Managed and prepared Housing Element revisions for Modoc County and for the cities of Davis and Fortuna.

**City of Rancho Cordova Housing Element.** Completed the City's first General Plan Housing Element since incorporation in July of 2003 and then completed revisions for 2008–2013 to achieve certification.

**Various Housing Element Updates.** While with Parsons, served as primary task manager on various housing element planning projects for the cities of Dublin, West Covina, West Sacramento, San Pablo, El Cerrito, Los Altos, American Canyon, Saratoga, and Winters and for Mariposa County and Sacramento County, including researching and writing a housing needs assessment, evaluating previous housing element policies/programs, providing recommendations for new policies/programs, public participation, and completing an initial study/negative declaration for each element. Assisted in the preparation of Housing Elements for the cities of Galt, Lincoln, Benicia, Suisun City, Oakland, Morgan Hill, Banning, Hemet, San Dimas, Monrovia, and Sierra Madre, including preparation of housing needs assessment reports, policy/program evaluations, initial studies/negative declarations, and public participation.

## AMY SINSHEIMER, AICP

### *Project Manager*

Ms. Sinsheimer is a senior planner at PMC, responsible for management and preparation of long-range planning documents. She has over 10 years of progressively responsible consulting experience in land use and environmental planning. Her primary responsibilities include management and preparation of policy and regulatory planning documents (Housing Elements and zoning codes) and implementation programs. She has significant experience in public outreach, including for complex projects involving multiple agencies, stakeholders, and team members. Ms. Sinsheimer has prepared more than 20 Housing Elements during the 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> cycles and has worked closely with staff at the California Department of Housing and Community Development (HCD) to achieve certification for her clients. She prepared nine Housing Elements during the 4<sup>th</sup> cycle. She has also prepared Housing Element program implementation documents for several cities.

### RELEVANT PROJECT EXPERIENCE

**5<sup>th</sup> Round Housing Elements.** Currently preparing the 5<sup>th</sup> round Housing Element updates for the Cities of Marysville, Davis, South Lake Tahoe, Yreka, Yuba City, Biggs, Orland, Montague, and Dunsmuir and the Counties of Lassen and Yuba.

**2007–2014 Fairfax Housing Element.** Managed the Town's 4<sup>th</sup> Cycle Housing Element from HCD review through certification. This update process included public outreach in a jurisdiction that had to accommodate both 3<sup>rd</sup> and 4<sup>th</sup> cycle RHNA numbers on very limited available land. Worked with the Town to determine appropriate sites complementary to the vision in the Town's 2010 General Plan update.

**2007–2014 Pismo Beach Housing Element.** Primary author of the City's 4<sup>th</sup> cycle Housing Element update. The analysis included evaluating the ability to accommodate the RHNA for the 3<sup>rd</sup> and 4<sup>th</sup> cycles, as the City did not certify a Housing Element in the 3<sup>rd</sup> cycle. The city is located partly in the Coastal Zone and has two zoning codes applying to the coastal and non-coastal parts of town. The Housing Element included Coastal Zone-specific analysis.

### EDUCATION

Master of City and Regional Planning, California Polytechnic State University, San Luis Obispo

BS, Conservation and Resource Studies, University of California, Berkeley

### MEMBERSHIPS

American Institute of Certified Planners (AICP)

American Planning Association (APA)

### AWARDS

2011 American Planning Association Arizona Chapter – Best Public Participation/Education Program Award for Flagstaff Zoning Ordinance Update

2011 Form-Based Codes Institute – Driehaus Award for excellence in writing and implementation of form-based codes for Livermore Development Code Update

## SARA ALLINDER, AICP\*

### *Senior Planner*

As a planner and project manager for PMC, Ms. Allinder brings extensive experience in many jurisdictions throughout the Central Valley, including the cities of Modesto, Ceres, Hughson, Livingston, Fresno, Hanford, Bakersfield, Wasco, and Taft. She has experience in both current and long-range planning, including CEQA compliance. Ms. Allinder specializes in urban land use planning and has performed such tasks as general plan preparation and amendments, infrastructure master plan review, municipal code revisions pertaining to zoning and subdivision regulations, processing of annexation requests, and processing of commercial, industrial, and residential urban development projects through a variety of regulatory agencies. She has also been involved in the preparation of numerous CEQA documents.

### RELEVANT PROJECT EXPERIENCE

**City of Calimesa, Zoning Ordinance Update, Senior Planner.** Revised portions of the existing Zoning Ordinance to achieve a number of objectives following adoption of a Housing Element and General Plan update. Ordinance amendments included, but were not limited to, specific updates to comply with new Housing Element programs, addition of a mixed-use zone district, updates to the Second Dwelling Unit and Density Bonus ordinances to ensure compliance with state law, incorporation of a Downtown Business District, establishment of new administrative procedures for Zoning Clearance, Determination of Similar Use, and Specific Plan processing, and various other amendments to ensure internal consistency and improve entitlement processing.

**City of Wasco, Focused Zoning Ordinance Updates, Project Manager.** Initiated and processed approximately ten focused text amendments to clarify select portions of the existing Zoning Ordinance while acting as City staff. Text amendments addressed topics including, but not limited to, the allowance of fowl in the city limits, revisions to multi-family development regulations, and necessary amendments for compliance with the recently adopted Housing Element.

**City of Taft, General Plan Update, Project Manager.** Duties included management of the PMC project team and subconsultants, management of the project budget, preparation and review of the updated General Plan, and facilitation of public workshops. The General Plan update included an expansion of the existing Planning

### EDUCATION

Master of City and Regional Planning, California Polytechnic State University, San Luis Obispo

BA, Environmental Sciences and English, University of California, Riverside

### PROFESSIONAL AFFILIATIONS

American Planning Association

American Institute of Certified Planners

\* Ms. Allinder's previous surname was Gerster.



**SARA ALLINDER**  
*Senior Planner*

Area by over 200 square miles. It also included an Implementation Plan. The updated City of Taft General Plan received the 2010 Regional Award of Merit from the Kern Council of Governments.

**Metropolitan Bakersfield, General Plan Update, Assistant Project Manager.** Duties included preparation of the Existing Setting Report and various General Plan elements, as well as management of PMC staff and subconsultants. The General Plan update process was a joint City/County effort and covers approximately 400 square miles in Kern County.

**City of Livingston, General Plan Update, Project Manager.** Prepared and managed the City's General Plan update. Responsible for providing review and comment of five master plans updated as part of the process: Roadways, Parks, Storm Water, Water, and Wastewater.

**Kern Council of Governments, Preliminary RTP/SCS, Planner.** Assisted in the preparation of Kern COG's Preliminary Regional Transportation Plan, which includes the first Sustainable Communities Strategy developed for the region. Responsibilities included policy review and recommendations, as well as preparation of background information.

**City of Wasco, Community Development Director and Application Processing Review and Update.** Acted as the community development director for the City of Wasco, a community of approximately 24,500 persons located northwest of Bakersfield. Duties included management of the Planning, Building, and Code Enforcement divisions, preparation of department budget, preparation and presentation of staff reports to the Planning Commission and City Council, and acting as advisor to the city manager on special issues, including high-speed rail. Conducted a review of the current entitlement processing procedures, made recommendations for the improvement of entitlement processing, and implemented those recommendations. Updated the Planning and Building fee schedule, which revised existing fees and added new fees reflective of the current planning and building processes.

**City of Livingston, Staff Support.** Provided staff support in the review of current planning applications by preparing the associated environmental review and analysis on an as-needed basis. Also managed PMC staff planners assigned to work in the City of Livingston providing off-site environmental support.

**City of Hanford, Staff Support.** Provided staff support in the review of current planning applications such as annexations, subdivision maps, site plan reviews, and Williamson Act contract cancellations, including presentation to the Planning Commission and City Council. Managed PMC staff planners assigned to work in the City of Hanford both on- and off-site.

## CHRIS READ

### *Associate Planner*

Mr. Read assists with a variety of land use and environmental planning projects, with an emphasis on the development of sustainability, climate change, and energy policies and programs, greenhouse gas emissions (GHG) quantification, and housing policy. He calls on his academic training as a social scientist and his professional training as a sustainability planner to think critically about the complex interaction of public opinion, analysis, and policy. Mr. Read is well versed in GHG protocols, tools, and calculators and offers a wide variety of technical capabilities and experience in greenhouse gas emissions analysis software.

### RELEVANT PROJECT EXPERIENCE

**City of Twentynine Palms, Housing Element Update.** Supporting the 2013–2021 Housing Element update. His work focuses on the data collection and zoning code analysis to formulate the update. In addition, he has assisted with the land inventory analysis specific to the City.

**San Gabriel Valley Council of Governments, Energy Action Plans.** Provided support to the project team on the preparation of greenhouse gas emissions inventories in support of the development of Energy Action Plans for community-wide and municipal activities for 27 cities in the San Gabriel Valley. Assisted with community outreach, preparation of Energy Action Plans, and quantification and assessment of energy efficiency and GHG reduction measures.

**County of Santa Barbara, Technical Assistance in the Preparation of the Energy and Climate Action Plan.** Provides technical assistance to the project team and the County to update its existing GHG emissions inventory, identify and quantify policies to reduce GHG emissions, and evaluate the social, economic, and environmental feasibility of implementing each measure.

### EDUCATION

Master of City and Regional Planning, California Polytechnic State University, San Luis Obispo

MA, Sociology, University of Kansas, Lawrence

BA, Sociology; BA, Philosophy (summa cum laude), University of Nevada, Las Vegas

### SERVICE

California Chapter, APA  
Board of Directors, Student Representative (2010–2011)

Morro Bay National Estuary Program, Water Quality Monitor

### RELEVANT AWARDS

California Planning Foundation

Outstanding Student Scholarship, 2010

Merit Award, 2010

California Polytechnic State University

Special Faculty Recognition, 2011

Outstanding Student Employee Award, 2011

Errett Fisher Foundation Grant, 2009–2011

US Gender and Disaster Resilience Alliance

First Place, National Research Award, 2010



## MARK TEAGUE, AICP

### *CEQA Project Manager*

Mr. Teague is a principal with PMC and manages the San Diego office. He brings considerable experience to projects, with over 25 years of planning experience with communities throughout California. With extensive experience as both a public agency and private planner, Mr. Teague understands both sides of the development equation. His specialty is public presentations, and he has an ability to coordinate a variety of interests on the same project. He has conducted public outreach in conjunction with a variety of controversial and complex projects such as sewer plant expansions, fee increases, regional shopping center construction, and affordable housing. In addition to his public speaking skills, Mr. Teague is a superb writer with the ability to explain complex issues to a general audience.

#### EDUCATION

BA, Political Science, Stanislaus State University, Turlock, CA

#### PROFESSIONAL AFFILIATIONS

American Planning Association

American Institute of Certified Planners (AICP)

## RELEVANT PROJECT EXPERIENCE

**City of Shasta Lake, Project Manager.** Served as the City's planning director position for a time; thereafter, PMC provided both long- and short-term on-call planning services. Conducted an audit of the City's processes that resulted in the need for a new planner at the City. PMC staff also peer-reviewed a controversial EIR for the Knapf Fiberglass Insulation Plant, processed subdivisions, assisted with multiple-family projects, wrote the City's first Housing Element, attended Planning Commission and City Council meetings, and prepared all of the meeting materials for current projects.

**City of Pinole, General Plan and Zoning Update.** PMC prepared a comprehensive update to the City of Pinole's General Plan. The work plan included assistance to City staff in preparing General Plan goals and policies and updating the Zoning Ordinance for consistency with the General Plan. The General Plan focuses on sustainability and sense of place and recognizes the importance and opportunity to enhance sustainability, while managing growth. In addition, PMC staff prepared a Specific Plan to focus and guide development on the three main corridors in Pinole.

**City of Yreka, General Plan Update, Project Manager.** Manager of the project and author of a comprehensive General Plan and zoning ordinance update that included a recommendation of an industrial park/redevelopment district.



**MARK TEAGUE, AICP**  
*CEQA Project Manager*

**City of Anderson, Vineyards at Anderson Specific Plan EIR, Project Manager.** PMC prepared the EIR for the city to analyze impacts associated with a 2,424-acre development. The project required an amendment to the City's sphere of influence by the Shasta County Local Agency Formation Commission (LAFCo), a number of annexations and detachments by special districts (including a sphere of influence amendment), rezoning of approximately 1,917 unincorporated acres and rezoning of approximately 525 acres located within city limits and adoption of a vesting tentative subdivision map to develop one phase of the Specific Plan. The proposed vesting tentative subdivision map proposed to create 722 residential lots, approximately 2 acres of commercial development, approximately 12.5 acres of parks and recreation lands, approximately 2.75 miles of multi-use trails, and development of approximately 11 acres of active agricultural vineyards. At buildout, the addition of 5,288 new homes could generate approximately 14,040 new residents in Anderson, equivalent to a 133 percent increase in the existing population of 10,594. The EIR included both a programmatic analysis of the overall proposed project and a project-specific environmental analysis of the vesting tentative subdivision map. The EIR was certified after lengthy discussions with Caltrans over a regional impact fee, calculation of the impact fee, and acceptance of the methodology applicable to the project.

**City of Redding, West Ridge Master Plan and Annexation Area EIR, Project Manager.** Assisted in the preparation of the environmental review for a 296-unit single-family residential subdivision on 401 acres known as the West Ridge Master Plan area, encompassing land owned by three property owners. The project consists of a number of entitlements including General Plan amendment applications, rezoning application, two tentative subdivision map applications, and an annexation request.

**City of Anderson, Anderson Marketplace EIR and City Representation, Project Manager.** Prepared all staff reports for the Planning Commission and the City Council, as well as all resolutions, public notices, and presentations prepared for the project, the preparation of an EIR for a commercial center at the city's northern end. Project entitlements included a General Plan amendment, rezoning to extend commercial land use designation, and a conditional use permit to permit the construction of **Error! Reference source not found.** square feet of main tenant building identified as a Walmart and three pad sites totaling 21,700 square feet, a gas station, and drive-through windows. The project involved the realignment of Rhonda Road at State Route 273 and the justification for an innovative approach to traffic by using roundabouts to accommodate cumulative traffic at Interstate 5 and Deschutes. The EIR survived two court challenges and the project has been constructed.



## SETH A. MYERS

### *Associate Environmental Planner*

Mr. Myers has seven years of experience and is an environmental planner and air quality/greenhouse gas analyst working out of PMC's Chico office. He is involved in the preparation of initial studies/negative declarations, environmental impact reports, and other CEQA documents as well as providing air quality analysis, greenhouse gas emissions analysis, and environmental team support. Mr. Myers has extensive expertise conducting air quality analyses and a comprehensive working knowledge of the associated regulatory environment. He is proficient in the use of CalEEMod, EMFAC2011, URBEMIS 9.2.4, CALINE4, and other industry standard air quality and greenhouse gas analysis tools. He has experience with planning and environmental projects, issues, and documents. As a certified arborist (ISA #WE-7501A), he provides landscape and irrigation plan review for development and public works projects as well as performs hazardous tree assessments.

#### EDUCATION

BA, Environmental Studies and Planning (Minor in Biology), Sonoma State University, CA

#### PROFESSIONAL AFFILIATIONS

California Native Plant Society  
International Society of Arboriculture Certified Arborist (WE-7501A)

## RELEVANT PROJECT EXPERIENCE

**Housing Element Update Negative Declarations.** Completed ten separate Housing Element update negative declarations for a variety of cities and county over the course of the 2009 California Housing Element cycle (i.e., Inyo County, Suisun City, City of Vallejo, City of Los Altos, Town of Yountville, City of Willows, City of Orland, City of Hughson, City of Dixon, and City of Clayton). Many of the evaluated housing element updates identified concerns with providing services and housing for homeless populations, providing new housing affordable to lower-income households, maintaining the character of the respective city or county, and environmental constraints to housing.

**City of Wildomar, Housing Element Subsequent EIR.** Provided the air quality and greenhouse gas analysis for the Draft Subsequent EIR for the City's 2012 Housing Element update.

**SETH A. MYERS**  
*Associate Environmental  
Planner*

**County of Mendocino, General Plan EIR.** Developed an EIR air quality analysis for the comprehensive update to the General Plan for Mendocino County, a rural county in Northern California. In addition, he researched and drafted the Population and Housing section of General Plan EIR and responded to public comments as part of the Final EIR process. The project included an analysis of the potential environmental effects associated with implementation of the County's General Plan update, which serves to identify planning goals and policies to guide future development over a 20-year planning horizon.

**City of Elk Grove, General Plan Amendment Supplemental EIR.** Environmental planner for the General Plan Amendment SEIR. The General Plan Amendment included redesignating land uses on eight sites in the city and minor text amendments to the elements of the General Plan. The SEIR focused on changes to population, housing, and vehicle trips throughout the city that would occur from the changes to land use designations, analyzing impacts to transportation/circulation, air quality, land use, public services, and population/housing.

**City of Belvedere, Housing Element and General Plan Update Initial Study/Mitigated Negative Declaration.** Assisted in the preparation of the Initial Study/MND and served as air quality and global greenhouse gas analyst. The proposed project included evaluation of environmental impacts resulting from the implementation of the proposed Housing Element update and General Plan update.

**Housing Authority of the County of Butte, Gridley Farm Labor Housing Rehabilitation Mitigated Negative Declaration/ Categorical Exclusion.** Prepared the air quality and greenhouse gas analysis of these activities, which included substantial truck trips for the export of demolition material. The Gridley Farm Labor Housing Rehabilitation Project consists of the rehabilitation and modernization of various existing dwelling units and nonresidential buildings along with upgrades to the on-site utility systems. In addition, the project will result in the demolition of 24 existing structures that are not feasible to rehabilitate or are deemed unsafe for occupation. The project will result in the reduction of the total number of dwelling units in the project area from 130 to 86. Key environmental issue areas associated with this project included impacts to air quality, biological resources, hazardous materials, and traffic.

**County of Kern, Service Rock-Garlock Pit EIR.** Responsible for the writing and analysis of several sections of the environmental document, including public services and utilities.

## JONATHAN FAORO

### *GIS Analyst*

Mr. Faoro has eight years of GIS experience. His experience includes implementation of GIS applications for transportation, public works, municipal planning, and natural resources management projects. Mr. Faoro is knowledgeable of the latest GIS software and technologies including ArcGIS 8.X/9.X/10.X, ArcINFO Workstation, ESRI ArcPad mobile GIS, ArcPad Application Builder, Trimble TerraSync and Trimble Pathfinder Office GPS software, ERDAS Imagine, and several ArcGIS extensions. He is very familiar with California spatial data and has been responsible for the data capture/creation, management, and analysis for many projects in the state.

### RELEVANT PROJECT EXPERIENCE

**City of Madera, General Plan Update and EIR, Senior GIS Analyst.** Managed the GIS support of an update to the General Plan and General Plan EIR. Support involved opportunities and constraints analysis and mapping, as well as data creation/conversion for land use, zoning, and city boundaries.

**Marin City Blight Assessment, Senior GIS Analyst.** Designed and implemented mobile GIS application for blight assessment survey of residential units in the Marin City Redevelopment Area. Trained survey staff on GIS and GPS data collection techniques. Designed, managed, and analyzed spatial data.

**City of Pittsburg, Zoning Map Conversion, Senior GIS Analyst.** Conversion of citywide hard copy zoning district maps into a parcel-based GIS.

**City of Livingston, General Plan Update and EIR, Senior GIS Analyst.** Managed GIS data creation for an update to the General Plan and General Plan EIR. Support involved creation/conversion of data for land use, zoning, and city boundaries along with document map production.

**City of Rancho Cordova, Folsom Boulevard Improvement Planning, GIS Analyst.** Provided GIS analysis/cartography for a commercial improvement plan by assessing current situation with the use of LIDAR data and aerial photography and modeling possible improvement scenarios.

**City of Elk Grove, Roadway Improvement Projects Regulatory Compliance, GIS Analyst.** Provided all GIS analysis/cartography for several road and intersection projects in Elk Grove necessary to prepare Clean Water Act 404 Individual and Nationwide Permits, Section 401 Water Quality Certifications, CDFG 1602 Streambed Alteration Agreements, and ESA Section 7 Biological Assessments over a five-year period.

### EDUCATION

BA, Geography with Concentration in GIS, California State University, Sacramento

### CONTINUING EDUCATION COURSES

Urban Site Design, UC Davis Extension

AutoCAD Level I, CAD Masters

Autodesk Map 3D 2006, CAD Masters



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

**SUBJECT:**

A Resolution by the City Council of the City of Ridgecrest, Sanitary District and the City of Ridgecrest approve the Grant of Easement on three separate parcels to Southern California Edison Company as part of the Downs Substation Project and Authorize the Mayor to sign the Grant of Easement and Offer of Acceptance.

**PRESENTED BY:**

Loren Culp, Assistant Public Work Director

**SUMMARY:**

This item was brought before council at the April 15, 2014 meeting at which time the council vote was tied so the item was not passed. It is brought before council again for further deliberation and adoption.

In December 2012, the California Public Utilities Commission (CPUC) approved Southern California Edison's (SCE's) application to build the Downs Substation Project. The project is part of the infrastructure improvements that will allow SCE to continue to provide safe and reliable electric service to customers in the City of Ridgecrest and the surrounding areas. Easement is necessary to construct the Downs Substation Project.

SCE is asking the City of Ridgecrest and the City of Ridgecrest, Sanitary District to Grant Easement to three Parcels: APN 343-014-07-01& APN 343-014-09-01(one property); APN 343-014-08-01; APN 508-020-08. SCE is offering fair market value as determined by an independent appraiser in compliance with all State regulations. The fair market values done by in the independent appraiser are \$1500.00, \$1500.00 and \$4000.00 respectively. Copies of the entire appraisal summary are attached for review.

Staff has reviewed the legal plats and descriptions and the City Attorney has reviewed and approved the appraisals reports.

Staff is recommending that the City authorizes the Grant of Easement and authorize the Mayor to sign the Grant of Easement and Offer of Acceptance.

**FISCAL IMPACT:** None

Reviewed by Finance Director

**ACTION REQUESTED:**

Adopt A Resolution by the City Council of the City of Ridgecrest, Sanitary District and the City of Ridgecrest approving the Grant of Easement on three separate parcels to Southern California Edison Company as part of the Downs Substation Project and Authorize the Mayor to sign the Grant of Easement and Offer of Acceptance.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: May 21, 2014

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**RESOLUTION NO. 14-xx**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF RIDGECREST, SANITARY DISTRICT AND THE CITY OF RIDGECREST APPROVE THE GRANT OF EASEMENT ON THREE SEPARATE PARCELS TO SOUTHERN CALIFORNIA EDISON COMPANY AS PART OF THE DOWNS SUBSTATION PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE GRANT OF EASEMENT AND OFFER OF ACCEPTANCE**

**WHEREAS**, This item was brought before City Council at the April 15, 2014 meeting at which time the Council vote was tied so the item was not passed; and

**WHEREAS**, It is being brought before City Council again for further deliberation and adoption; and

**WHEREAS**, In December 2012, the California Public Utilities Commission (CPUC) approved Southern California Edison's (SCE's) application to build the Downs Substation Project; and

**WHEREAS**, The project is part of the infrastructure improvements that will allow SCE to continue to provide safe and reliable electric service to customers in the City of Ridgecrest and the surrounding areas; and

**WHEREAS**, Easement is necessary to construct the Downs Substation Project; and

**WHEREAS**, SCE is asking the City of Ridgecrest Sanitary District and the City of Ridgecrest to Grant Easement to three Parcels; and

**WHEREAS**, The described parcels are APN 343-014-07-01& APN 343-014-09-01; APN 343-014-08-01; APN 508-020-08; and

**WHEREAS**, SCE is offering fair market value as determined by an independent appraiser in compliance with all State regulations; and

**WHEREAS**, The fair market values done by in the independent appraiser are \$1500.00, \$1500.00 and \$4000.00 respectively; and

**WHEREAS**, Staff has reviewed the legal plats and descriptions; and

**WHEREAS**, City Attorney has reviewed and approved the appraisals reports; and

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Ridgecrest, Sanitary District and the City of Ridgecrest does hereby accept the Grant of Easement, on three separate parcels to Southern California Edison Company as part of the Downs Substation Project and Authorizes the Mayor, Daniel O. Clark to sign the Grant of Easement and Offer of Acceptance.

**APPROVED AND ADOPTED** this 21<sup>st</sup> day of May 2014 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Daniel O. Clark, Mayor

ATTEST:

\_\_\_\_\_  
Ricca Charlon, Deputy City Clerk

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Brett Paulson  
6 Point Drive  
Brea, CA 90801  
(714) 469-5462

February 13, 2014

City of Ridgecrest  
Sanitation District  
Attn: Dennis Speer  
100 West California Ave.  
Ridgecrest, CA 93555

SUBJECT: Offer to Purchase Grant of Easement

In December 2012, the California Public Utilities Commission (CPUC) approved Southern California Edison's (SCE's) application to build the Downs Substation Project. The Project is part of infrastructure improvements that will allow SCE to continue to provide safe and reliable electric service to customers in the City of Ridgecrest and surrounding areas of unincorporated Kern and San Bernardino Counties.

Southern California Edison is offering to purchase the right of way easement for the amount of \$1500. The amount is based on the fair market value of the easement as determined by an independent appraiser in compliance with all State regulations. A copy of the appraisal summary is enclosed.

If you accept this offer, please sign in the space below and return this letter along with the signed and notarized Grant of Easement document, completed 1099 and Seller's Affidavit forms. A pre-paid return envelope is enclosed for your convenience. Upon receipt of all completed documents, a check in the amount of the offer will be promptly forwarded to you

If you have any questions or would like to discuss this offer, please feel free to contact me at (714) 987-5286 or via e-mail at [Brett.paulson@sce.com](mailto:Brett.paulson@sce.com).

Sincerely,

A handwritten signature in cursive script that reads "Brett A. Paulson".

Brett Paulson  
Land Acquisition  
Southern California Edison  
Brett Paulson



Brett Paulson  
6 Point Drive  
Brea, CA 90801  
(714) 469-5462

**AGREED & ACCEPTED**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ENCLOSURES:**

- Grant of Easement
- Summary Appraisal
- California Eminent Domain Law Pamphlet
- W-9 Form
- Return Envelope

RECORDING REQUESTED BY:

SOUTHERN CALIFORNIA EDISON  
COMPANY

WHEN RECORDED MAIL TO:

SOUTHERN CALIFORNIA EDISON  
COMPANY  
2131 WALNUT GROVE AVE., 2nd Floor  
ROSEMEAD, CA 91770

ATTN: TITLE & REAL ESTATE  
SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF EASEMENT**

Serial No.  
70316A  
SCE Doc.:  
507011

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT 86-Ridgecrest	WORK ORDER 800897991	IDENTITY N/A	MAP SIZE 101-096
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM 824-2178-2 APN: 343-014-07-01 AND 343-014-09-01	APPROVED: Real Properties Department	BY ODC	DATE 10/21/2013

RIDGECREST SANITATION DISTRICT (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an overhead electrical supply system, consisting of poles, guys and anchors, crossarms, wires, cables, and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and a communication system for any internal or commercial use by Grantee and corporations controlled by or under common control with Grantee, and the right to apportion to telecommunication providers and others for commercial use of the communication system, or parts thereof, herein collectively referred to as "System", consisting of communications-related equipment and fiber optic cables, herein collectively referred to as "Facilities", as well as the right of access to said System, and Facilities, for transmitting data, voice or intelligence by electrical, optical or other electromagnetic means, and other incidental purposes over, under and across the real property in the County of San Bernardino State of California, described on the Exhibit "A" and more particularly shown on the Exhibit "B", both attached hereto and by this reference made a part hereof.

The legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Grant of Easement  
RIDGECREST SANITATION DISTRICT, to  
S.C.E. Co., a Corp.  
Serial No. 70316A  
SCE DOC. 507011

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

RIDGECREST SANITATION DISTRICT

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

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

Printed Title: \_\_\_\_\_

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

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

Printed Title: \_\_\_\_\_

Grant of Easement  
RIDGECREST SANITATION DISTRICT, to  
S.C.E. Co., a Corp.  
Serial No. 70316A  
SCE DOC. 507011

State of California                    )  
County of \_\_\_\_\_)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

State of California                    )  
County of \_\_\_\_\_)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

EXHIBIT "A"  
LEGAL DESCRIPTION  
SERIAL No. 70316A

A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2,  
TOWNSHIP 27 SOUTH, RANGE 40 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE  
COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID  
LAND, AS LOCATED WITHIN THE LANDS OF THE GRANTOR, DESCRIBED AS FOLLOWS:

**PARCEL 1 – OVERHEAD DISTRIBUTION EASEMENT**

A STRIP OF LAND 12.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTH SIXTEENTH CORNER ON THE EAST LINE OF SECTION 2 OF  
SAID TOWNSHIP AND RANGE, SAID POINT BEARS SOUTH 00°57'02" EAST, 1328.51 FEET  
FROM THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH ALONG SAID EAST  
LINE SOUTH 00°57'02" EAST, 24.61 FEET; THENCE LEAVING SAID EAST LINE OF SECTION 2,  
SOUTH 89°22'07" WEST, 60.00 FEET TO THE **TRUE POINT OF BEGINNING** OF SAID 12.00  
FOOT STRIP; THENCE SOUTH 89°22'07" WEST, 1,272.32 FEET TO THE TERMINUS OF THIS  
DESCRIPTION OF PARCEL 1.

**PARCEL 2 – OVERHEAD DISTRIBUTION EASEMENT**

A STRIP OF LAND 12.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTH SIXTEENTH CORNER ON THE EAST LINE OF SECTION 2 OF  
SAID TOWNSHIP AND RANGE, SAID POINT BEARS SOUTH 00°57'02" EAST, 1328.51 FEET  
FROM THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH ALONG SAID EAST  
LINE SOUTH 00°57'02" EAST, 24.61 FEET; THENCE LEAVING SAID EAST LINE OF SECTION 2,  
SOUTH 89°22'07" WEST, 60.00 FEET; THENCE SOUTH 89°22'07" WEST, 1,272.32 FEET;  
THENCE SOUTH 89°22'07" WEST, 1,232.31 FEET TO THE **TRUE POINT OF BEGINNING** OF  
SAID 12.00 FOOT STRIP; THENCE SOUTH 89°22'07" WEST, 100.00 FEET TO THE TERMINUS  
OF THIS DESCRIPTION OF PARCEL 2.

ALL FOUND MONUMENT DESCRIPTIONS, BASIS OF BEARINGS, COURSES ETC. ARE AS  
SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

 DATE 10-4-13

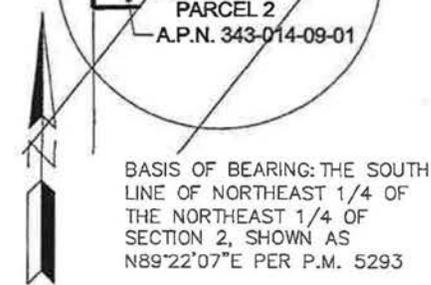
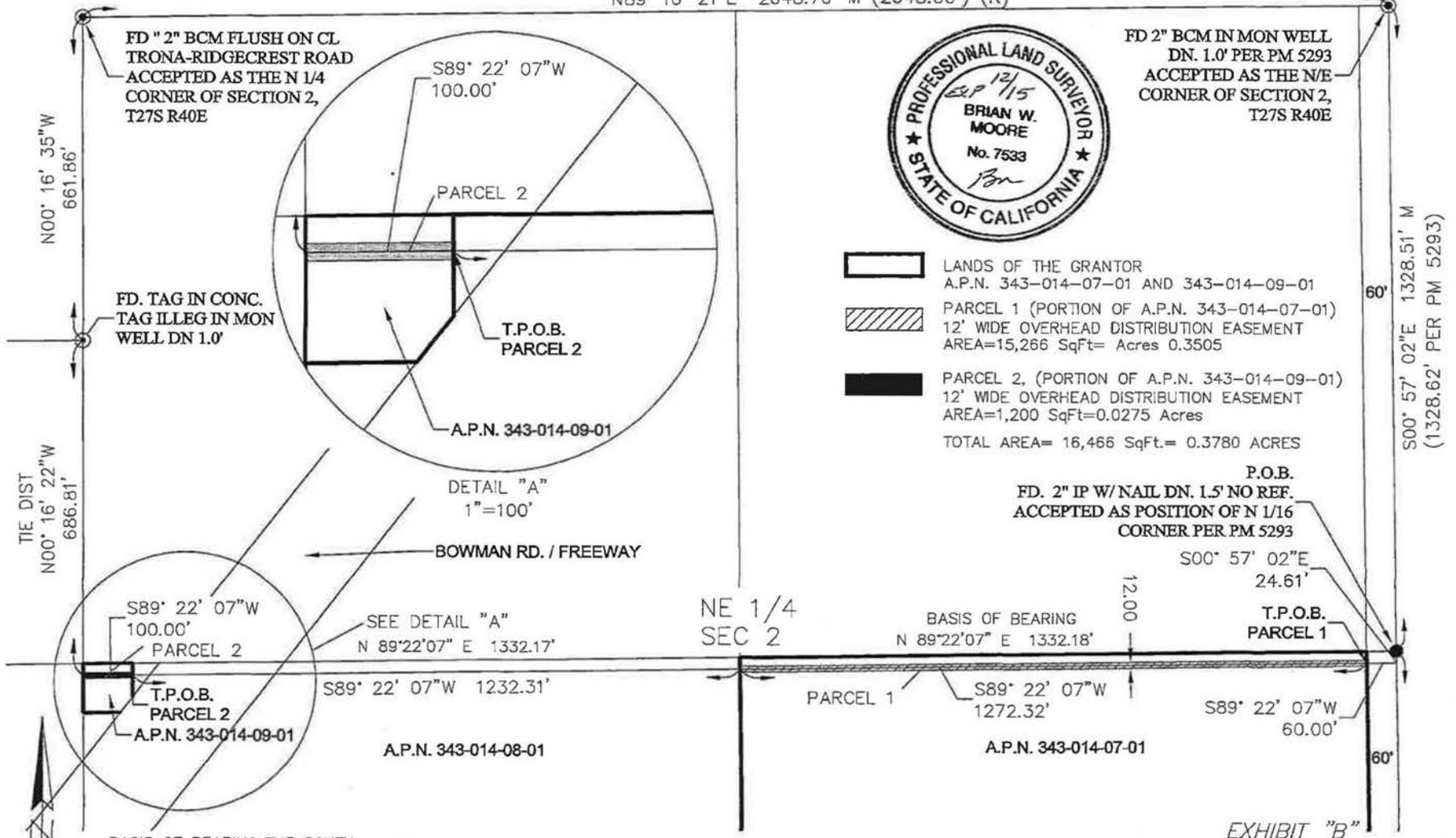
BRIAN MOORE, P.L.S. NO. 7533

SOUTHERN CALIFORNIA EDISON COMPANY



A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST CORNER OF SECTION 2,  
TOWNSHIP 27 SOUTH, RANGE 40 EAST, MOUNT DIABLO BASE AND MERIDIAN,  
IN THE COUNTY OF KERN, STATE OF CALIFORNIA.

N89° 16' 21"E 2648.70' M (2648.66') (R)



PROJECT NAME: DOWNS SUB (McGEN-SEARLES-INYOKERN)				M.S.: 101-096	
W.O. NO.: 800897991	NOT. NO.: 201997480	CITY: RIDGECREST	COUNTY: KERN	STATE: CA	
SURVEYED BY: G.S., T.L., D.R.		SCE F.B. REF.: 10802/41-49	DATE: 8/23/13		
DRAWN BY: R. WADDELL		MAP REF.: PM 2420, PM 5293			
CHECKED BY: B. MOORE	TRES: O. CASTELLON	SERIAL NO.: 70316A	FILE NAME: 2013-201997480	.DWG	

**Integra Realty Resources**  
Los Angeles

**Appraisal Summary Statement**

**Ridgecrest Sanitation District**  
Vacant Land  
APNs: 343-014-07, -08, -09, -11, -16, -17, -20  
Ridgecrest, Kern County, California 93555  
Serial No.: 70316A

**Prepared For:**  
Southern California Edison

**Effective Date of the Appraisal:**  
November 19, 2013

**Report Format:**  
Appraisal Summary Statement

**IRR - Los Angeles**  
File Number: 121-2013-0324



Integra Realty Resources  
Los Angeles

16030 Ventura Boulevard  
Suite 620  
Encino, CA 91436-4473

T 818.290.5400  
F 818.290.5401  
www.irt.com



## **Appraisal Summary Statement**

**Ridgecrest Sanitation District**

**Vacant Land**

**Ridgecrest, California 93555**

APNs: 343-014-07, -08, -09, -11, -16, -17, -20

**Appraisal Date:**

**November 22, 2013**

**Date of Value:**

**November 19, 2013**

**Project Name:**

**Downs, Inyokern, Searles and McGen  
Substation Expansion Project**

**Serial No.:**

**70316A**

**IRR - Los Angeles File No.**

**121-2013-0324**

### **INTRODUCTION**

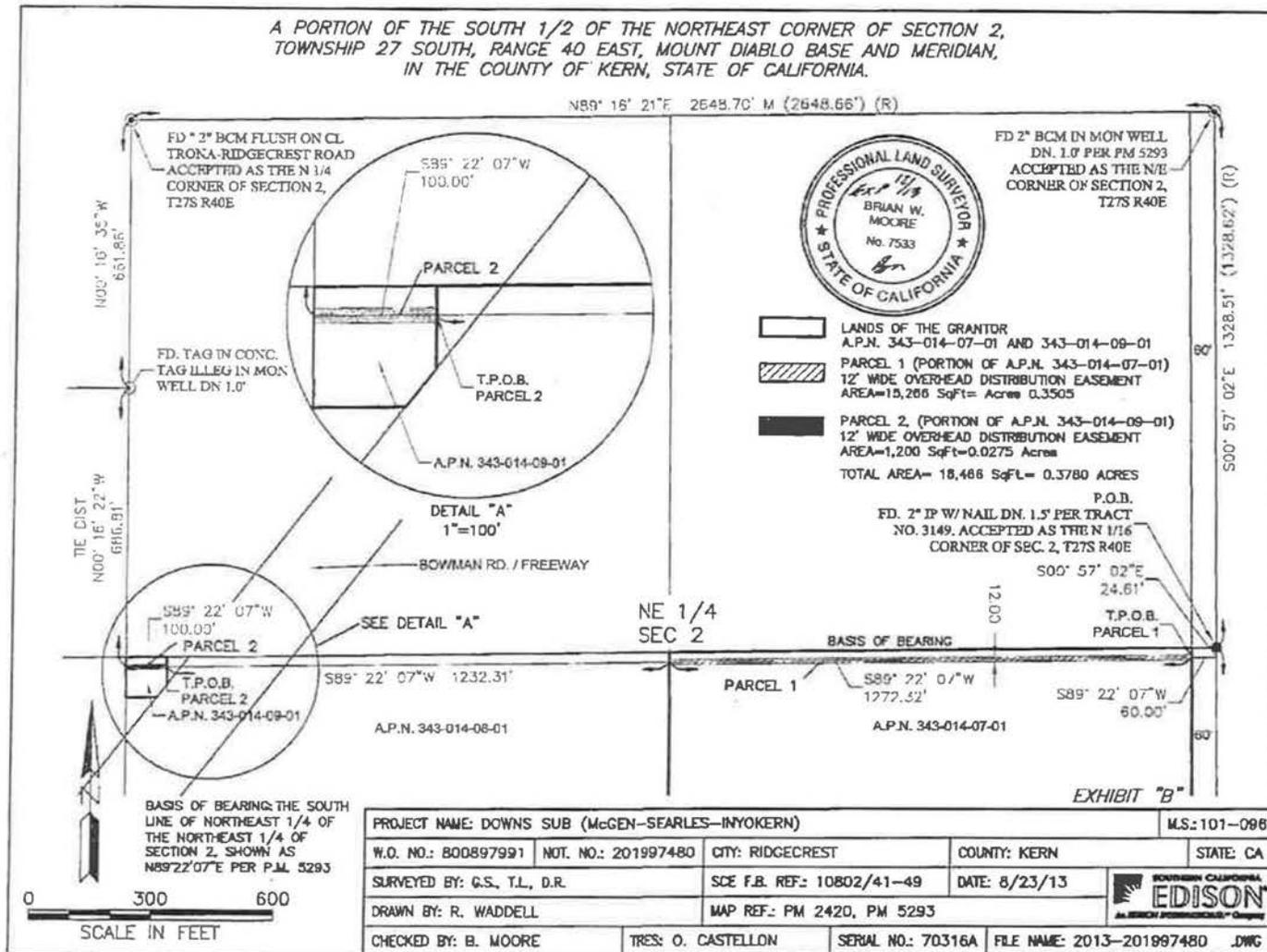
Southern California Edison (SCE) is currently seeking to obtain overhead distribution easements to encumber a portion of the subject larger parcel. The subject property is primarily vacant land located in the city of Ridgecrest in Kern County, California. The larger parcel is identified in the highlighted assessor's plat map on a following page. The subject larger parcel is currently the site of partial agricultural use (the growing of hay with non-potable water produced by the city's sanitation function). A portion of the site is used approximately once a year for off road vehicle racing.

Assessor records show that assessor parcel numbers 343-014-07 and 09, the parcels directly impacted by the proposed easements (being valued in this report), are owned by the Ridgecrest Sanitation District. Assessor records show that parcels 08, 11, 16, 17 and 20 are owned by the City of Ridgecrest. However, based on conversations with the City of Ridgecrest, the Ridgecrest Sanitation District is owned by the City of Ridgecrest and, as such, all of the identified parcels are effectively owned by the City of Ridgecrest and are considered as part of the larger parcel. It should be noted that an additional easement is required on parcel 08, but this has been valued under separate cover at the request of our client.

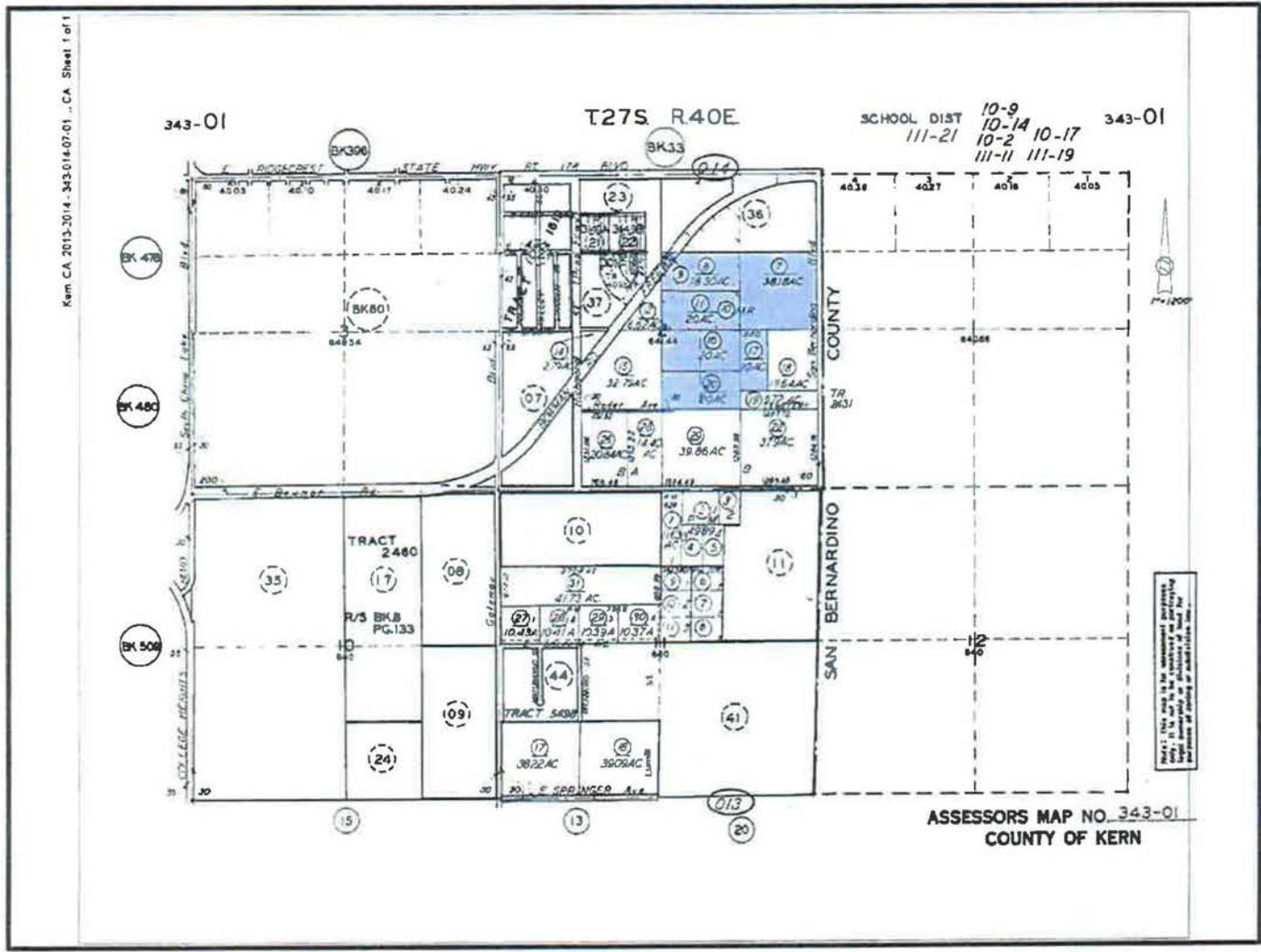
The overhead distribution easements being sought will affect one oblong strip of land on each parcel totaling 16,466 square feet. A map of the easement areas is provided on the next page.

Serial No.: 70316A  
 Downs, Inyokern, Searles and McGen Substation Expansion Project

Easement Map



Plat Map



The purpose of the easements is to allow SCE to install an overhead electrical supply system that delivers electrical energy and telecommunications through the immediate area generally bordered by privately held lands to the north, privately held lands to the south, the San Bernardino County Line to the east and privately held lands to the west.

A dedication for the defunct Bowman Freeway traverses the larger parcel. Originally acquired by the state in the 1950s, the right of way was re-acquired by the city of Ridgecrest from the state by conveyance in 1988. It now shares uniformity of use and ownership within the larger parcel. The plat map does not appear to reflect the city's re-acquisition of the freeway right of way. We have based the area of the larger parcel on areas shown in assessor records. It is possible the Bowman Freeway area may not be included, but without a survey, it is not possible to tell. In the end, our final value conclusion will not be impacted either way.

The overhead transmission system will require easements that restrict air rights as well as implementing restrictions to the surface rights. A copy of the proposed Grant of Easement, provided by SCE, is included in the Addendum of this report. We recommend the review of this document in its entirety by an expert in the field of title and real estate law.

Specifically, SCE is seeking to install "an overhead electrical supply system consisting of poles, guys and anchors, crossarms, wires, cables and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and a communications system for any internal or commercial use ..."

According to the sample Grant of Easement document we were provided, the property owner (Grantor) agrees for himself, his heirs and assigns, "not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on (the easement property)."

The Grantor also grants to SCE (Grantee), and its contractors, agents and employees, "the right to trim or top such trees or cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable."

A copy of the Grant of Easement deed is located in the Addendum of this report.

## **SPECIAL ASSUMPTIONS**

1. The appraisers were provided only the easement map that accompanied the Grant of Easement deed. Our estimate of the easement area is based on the area provided by SCE and described in the Grant of Easement deed included in the addenda of this report. A change to the area of the easement could result in a change to the value conclusions indicated in this report.

2. Based on discussions with SCE, we assume that any damages to the subject property, during the installation of the overhead power infrastructure, will be dealt with separately and are not to be considered as part of this analysis.

## **BASIS OF VALUATION**

"Fair Market Value", as defined pursuant to Chapter 1275, Title 7, Part 3 of the California Code of Civil Procedure, entitled: Eminent Domain Law, is as follows:

Fair Market Value . . . Article 4.

Measure of Compensation for Property Taken.

- 1263.320 (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- (b) The fair market value of the property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.
- 1263.330 The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:
- (a) The project for which the property is taken;
  - (b) The eminent domain proceeding in which the property is taken;
  - (c) Any preliminary actions of the plaintiff relating to the taking of the property.
- 1263.420 Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following:
- (a) The severance of the remainder from the part taken;
  - (b) The construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not damage is caused by a portion of the project located on the part taken.
- 1263.430 Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken.

The definition of "easement," as provided in the Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010, is as follows:

"The right to use another's land for a stated purpose."

## SUBJECT DATA

Location:	Easternmost portion of the incorporated city of Ridgecrest, CA 93555. The larger parcel is south of Ridgecrest Boulevard and west of the San Bernardino County Line in Kern County.
APNs:	343-014-07, -08, -09, -11, -16, -17, -20 (Kern County)
Owner:	Ridgecrest Sanitation District (City of Ridgecrest)
Interest Appraised:	Easement interest
Ownership History:	According to public records, the subject property has not transferred within the past five years. To our knowledge, there are no current agreements, options, or listings of the subject property. Information provided is from public sources and is assumed to be correct, but may be different.
Prior Services:	We have not previously appraised the subject property, or performed any other services relative to this property, within a period three years preceding acceptance of this assignment.
Land Area:	The larger parcel is comprised of 5,603,558± square feet or 128.64± acres, per Kern County Assessor records.
Zoning:	M-2 – Heavy Industrial, as governed by the city of Ridgecrest.
Present Use:	Vacant land with some degree of agricultural use.
Easements, Encumbrances and Title Exceptions:	<p>A title report for the property was not prepared, or reviewed, for this analysis. It is assumed that there are no easements or encumbrances that would negatively impact the value of the subject larger parcel or easement area.</p> <p>We do note existing surface and above-ground easements similar to the proposed easements. Such easements are determined to have no impact on the larger parcel value conclusion.</p>
Improvements – Larger Parcel:	The larger parcel is basically unimproved, with the exception of a portion used for hay cultivation.
Improvements – Easement Area:	The easement areas are located along the northern property line of the parcels.
Topography:	Generally level. There are a number of what appear to be man-made berms on the property, said to be used for off-road motorcycle racing.

**Environmental:** No specific documentation was provided for review. This appraisal assumes no environmental factors to prohibit future development or use.

**Hazardous Materials:** No specific documentation was provided for review. This appraisal assumes no hazardous materials.

**Highest & Best Use:** The highest and best use of the subject property, as vacant, is for light industrial use when future demand dictates. The property is on the periphery of the city and is adjacent to a residential subdivision to the northwest. There is significant open space surrounding the larger parcel.

**Purpose and Intended Use:** The intended use of this report is to assist SCE in negotiations related to the acquisition of the aforementioned easements.

**Intended Use:** The intended user of this report is SCE and its assigns.

## ACQUISITION DATA

**Area to be acquired:** Easement Parcel 1 represents a 12-foot-wide overhead distribution easement totaling 15,266 square feet, while easement Parcel 2 is a 12-foot-wide overhead distribution easement totaling 1,200 square feet. The easement areas sum to 16,466 square feet. The easements are laid out in the table below:

<b>Acquisition Areas</b>				
Parcel	Easement Type	Width (Ft.)	Area (SF)	Area (Acres)
1	Overhead	12	15,266	0.3505
2	Overhead	12	1,200	0.0275
<b>Totals</b>			<b>16,466</b>	<b>0.3780</b>

**Location of easements:** Primarily along the northern property line of the larger parcel.

**Severance damages:** We have concluded there are no severance damages to the remainder parcel as a result of the parts acquired or construction of the systems in the manner proposed. The subject property will be essentially unchanged in the after condition with a minimal impact created by the new easements.

The highest and best use of the remainder in the after condition remains the same as the remainder in the before condition.

**Project Benefits:** None identified.

## VALUATION DATA

**Date of Inspection:** Jeremy Bagott inspected the subject property on November 19, 2013. Beth B. Finestone, MAI, FRICS inspected the subject property on November 19, 2013. Also at the inspection were City Engineer Loren Culp with the city of Ridgecrest and Charles Thomas with SCE.

**Date of Value:** November 19, 2013

**Appraisal Process and Scope of Work:** The purpose of this appraisal is to conclude a value for the aforementioned easement areas that are proposed for the subject property. The sales comparison approach is used in order to conclude an underlying land value as the basis of the easement value. Once a land value is concluded, the value of the easement is determined as a percentage of the underlying value, as it represents less than a full fee acquisition of the land at the subject property.

The sales comparison approach is based on the consideration of comparable land sales and is applicable to the valuation of the land rights to be acquired.

The cost approach is based in part on a replacement cost new of improvements less depreciation. Since the subject property is largely unimproved land, this approach is not applicable. The income approach is based on an analysis of income produced from the property and expenses to the property. The subject property, in this analysis, is valued as unimproved land, which would typically not produce rental income as is required in this approach; therefore, this approach is not considered applicable to the subject property. Since the cost approach and income approach were determined to have no relevance in this analysis, they were not utilized. Only the sales comparison approach is utilized in this analysis.

We began the appraisal process by searching for comparable sales with similar land use and characteristics to those found at the subject property. Where possible, comparable sales were verified with a party or broker familiar with the transaction. Secondary data sources, such as Costar, First American Title, and the Multiple Listing Services for the subject area were also relied upon for data and information regarding transactions.

In the valuation of easements, it is typical to appraise the larger parcel, before the property is encumbered by the easements, and then again after the property is encumbered with the easements. The difference in value, if any, is the concluded value of the easements (inclusive of any severance damages).

## Land Valuation:

In this analysis we considered the diminution to the value of the land area directly affected by the easements, as well as possible damages and/or benefits to the remainder of the larger parcel.

For the purposes of this appraisal, the unit of comparison used is the price per acre. This unit is far and away the most common unit of comparison used by market participants in the subject market. Price per acre is later converted to price per square foot in order to more rationally value the relatively small subject easement areas.

Recent sales of land with similar use and zoning were sought to represent the current fair market value of the unencumbered fee interest in the underlying land.

The selection criteria for the comparable land sales are summarized below, including a discussion of the data and a unit value conclusion for the subject.

- Transaction date: January 2012 to present.
- Location: Mojave Desert and surrounding areas, such as the Antelope Valley.
- Property Type/Use: Land sales. All of the data analyzed contains equivalent land-use designations.
- Size: From approximately 3 acres to 300 acres. The relative lack of recent land sales necessitated an increase in the size parameters for the search of land sales in the subject market area.

Considering the following market data, land sales in the area indicate values ranging from \$1,073 to \$168,142 per acre. In size, these comparables spanned a spectrum from a 5.65-acre land sale in an urbanized area of Palmdale in the Antelope Valley to a 302-acre agricultural parcel in Ridgecrest.

The sales in the \$1,000 to \$1,500 per acre range are predominately parcels that lack utilities to their property lines, benefit from economies of scale and have little chance of development within the foreseeable future. Comparables 1 and 5 have relatively good prospects for development, are located within cities and have all utilities to their property lines.

The subject larger parcel shares characteristics with all the comparables. The subject larger parcel represents a relatively large piece, 128.64 acres, that is at the outer periphery of the city of Ridgecrest but within the path of urban growth in the foreseeable future.

The subject is zoned M-2. It is in a district earmarked for heavy industrial uses. As such, it has much in common with Comparable 5, a listing that had been on the market more than 900 days as of the date of value and has not sold for its asking price of \$15,228 per acre. The broker believes the parcel would sell at about \$7,500 per acre.

Based on the size of the subject larger parcel, its location relative to the comparable data, and other factors, we have concluded to a unit value of \$4,800 per acre (or \$0.11 per square foot). This conclusion also considers the subject's zoning, its as-vacant development potential, and its neighborhood characteristics.

A summary of the market data utilized is included on the following page.

**Selected Market Data - Land Sales**

Item No.	Address/APN	Sale Date Doc No.	Zoning/ Designation	Topography/ Site Improvements	Land Area (± Acres)	Sale Price		
						Total	Per Square Foot	Per Acre
1	NWC Avenue R & 25th Street East Palmdale, Los Angeles County 3018-028-023, -052, -053, -054 Comments:	7/23/2013 1079658	C-3 General Commercial	Level None	5.65	\$950,000	\$3.86	\$168,142
		This property is in a superior location with superior zoning and superior accessibility. It is clearly in the path of urban development, with good surrounding infrastructure.						
2	5th Street Mojave 429-143-42 Comments:	2/5/2013 16426	A-1 Agricultural Limited	Level None	10.20	\$25,000	\$0.06	\$2,451
		The property was purchased by a neighboring landowner as part of an assemblage. The broker believes it was purchased at a market price. The property, which has no well, will benefit from the assemblage, as the buyer's property contains a well.						
3	California City Blvd & Jamison St California City 302-080-15, -16, -17, -18, -19, -20, - 21, -22, -23, -24 Comments:	9/5/2012 125468	M-1 Industrial	Level None	24.64	\$37,500	\$0.03	\$1,522
		This sale, which consisted 10 contiguous parcels, is located on the outskirts of California City, in a sparsely developed area. It is strictly raw desert land, with electricity being approximately one mile away.						
4	Brown Road east of SR-395 Ridgecrest 056-072-16, -05 Comments:	4/3/2012 43657	A-1 Agricultural Limited	Level None	301.94	\$324,000	\$0.02	\$1,073
		The buyer, a nut farming concern in Kern County, is said to have purchased this land on speculation. The meeting of the minds is said to have occurred in December 2010. One of the parcels is bisected by railroad tracks.						
5	1300 E Ridgecrest Blvd Ridgecrest 343-361-02 Comments:	Listing	M-1 Industrial	Level None	3.94	\$60,000	\$0.35	\$15,228
		This listing has been on the market more than 900 days as of the date of value. It is located just north of the subject within the city of Ridgecrest. Water, electricity and sewer are available to the property, though it is irregular in shape. Broker Eloy Rodriguez believes it will sell at about \$7,500 per acre.						

Easement Area Methodology Overview:	<p>The typical appraisal method for valuing partial interests (as is the case with the easements analyzed in this report), is the <i>before and after</i> method. With this method, the appraiser values the larger parcel before the easement acquisitions, and then again after the easements are assumed to be in place. The difference (if any) is the amount attributed to the easements and the value due the owner inclusive of severance damages and project benefits. However, when lesser takings, or grants, are involved where such a before and after value would likely be nominal (due to impact, location, etc.) another approach and formula is often applied.</p> <p>This other formula, which is utilized in this analysis, essentially estimates the value of the part acquired (as part of the whole), adds damages to the larger parcel (if any), subtracts benefits (if any), and the difference is the value of the property interest in question. This method is based on the premise that property ownership is known as a “bundle of rights,” whereby an ownership can be divided into separate “sticks” that comprise the “bundle.” For example, certain sticks or rights represent the right to use the surface of the land, or the air rights around an airport, or the subsurface rights to acquire the right to run a pipeline.</p> <p>This latter method has been determined as the appropriate methodology in this report.</p> <p>Our analysis of the subject property and the proposed easements has resulted in a conclusion that there are no severance damages or project benefits as a result of the proposed easements. This is based on the fact that the easements will have no effect on the value of the remainder parcel in the after condition.</p>
Easement Area as a Percentage of Fee:	<p>With implementation of the easements, SCE will have the right construct an overhead electrical supply system and communication system which may consist of poles, guys and anchors, crossarms, wires, cables, etc. The proposed easements result in an acquisition of air rights and have a significant impact to the surface rights in the easement areas. Subterranean rights are not being acquired.</p> <p>Based upon the use to which the easements will be put and the significant restrictions imposed by the grant of easement, we have concluded that the proposed acquisitions result in an 80% diminution of value associated with the fee value of the underlying land.</p>

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## VALUE CONCLUSION

**Reconciliation:** The sales noted in the preceding section represent the market activity for raw land in the subject market area. Through an analysis of these sales, it is concluded that the sales are applicable for concluding to a value of \$4,800 per acre or \$0.11 per square foot.

Further, our analysis of the impact of the easements on the underlying land of the subject property has led to a determination that the easement type will result in a 80% diminution in value to the directly affected underlying land areas. As the remainder parcel will be unaffected by the easements, there are no severance damages or special benefits associated with the easements. The following table summarizes the value of the easements:

**Easement Valuation:**

<b>Easement Valuation</b>				
Easement	Area (SF)	Price	% Rights	Indication
Overhead easement	15,266	x \$0.11	x 80%	= \$1,343.41
Overhead easement	1,200	x \$0.11	x 80%	= \$105.60
<b>Totals</b>	<b>16,466</b>			<b>\$1,449.01</b>

The subject overhead easements acquired consist of an area totaling approximately 16,466 square feet. This easements area was derived from project plans and information that were provided by SCE. A change in these plans, and/or area sizes, could significantly alter the conclusions of this report.

**Concluded Easement Value: \$1,449.01**

**Concluded Nominal Value: \$1,500**

The value conclusion in this analysis is less than the concluded nominal value which is discussed below. As a result, the nominal value amount is the concluded value due the owner as the result of the proposed easements.

## NOMINAL VALUE AWARD FOR COSTS

As we can see from the analysis previously presented, the value in the property rights proposed to be taken in the easements is relatively small. Nonetheless, the transfer of the property rights to be acquired does impose a requirement that the property owner review project information, and execute necessary documents to bring about the transfer of these specified property rights. These requirements necessitate the consideration of the concept of "nominal value," which is described as follows:

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*That amount of money necessary to effect a transfer of title to property where the property has no recognized independent use.<sup>1</sup>*

The monetary inducement to effect a transaction is, at least in part, driven by the anticipated costs associated with the transaction process, along with the time that must be devoted by the property owner to complete the process. We assume that the mapping, legal description, deed of easement, and all recording fees will be prepared and/or paid for by the public agency which is acquiring the specific property rights. Accordingly, there are no anticipated costs to the owner for these purposes. However, the owner may reasonably wish to retain legal counsel to review these documents, and to obtain the assurance that the property rights being transferred are as represented by the acquiring public agency. For the type of property under consideration, it is our opinion that the actual transaction costs would be on the order of magnitude of several hundred dollars.

Accordingly, it is our opinion that for the property rights proposed to be acquired, the indication of "nominal value" is in the total amount of:

**ONE THOUSAND FIVE HUNDRED DOLLARS  
(\$1,500).**

We have read the Statement of Valuation Data and it fairly and correctly states our opinions and knowledge as to the matters herein stated. This Appraisal Summary Statement is subject to the attached Certification and Assumptions and Limiting Conditions.



Beth B. Finestone, MAI, FRICS  
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<sup>1</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Fourth Edition, 2002.

## Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Jeremy Bagott and Beth B. Finestone made personal inspections of the property that is the subject of this report.
12. No other person has provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report Beth B. Finestone has completed the continuing education program of the Appraisal Institute.

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15. As of the date of this report Jeremy Bagott has completed the Standards and Ethics Education Requirement of the Appraisal Institute for associate members.



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## Assumptions and Limiting Conditions

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
9. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
10. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
11. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
12. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
13. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
14. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
15. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
16. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

17. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
18. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
19. Integra Realty Resources – Los Angeles is not a building or environmental inspector. Integra – Los Angeles does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
20. It is expressly acknowledged that in any action which may be brought against Integra Realty Resources – Los Angeles, Integra Realty Resources, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
21. Integra Realty Resources – Los Angeles, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

22. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Integra Realty Resources, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
23. The appraisal is also subject to the following **Special Assumptions**:
- a. The appraisers were provided only the easement map that accompanied the Grant of Easement deed. Our estimate of the easement area is based on the area provided by SCE and described in the Grant of Easement deed included in the addenda of this report. A change to the area of the easement could result in a change to the value conclusions indicated in this report.
  - b. Based on discussions with SCE, we assume that any damages to the subject property, during the installation of the underground or overhead power lines, will be dealt with separately and are not to be considered as part of this analysis.



Brett Paulson  
6 Point Drive  
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(714) 469-5462

February 13, 2014

City of Ridgecrest  
Attn: Dennis Speer  
100 West California Ave.  
Ridgecrest, CA 93555

SUBJECT: Offer to Purchase Grant of Easement

In December 2012, the California Public Utilities Commission (CPUC) approved Southern California Edison's (SCE's) application to build the Downs Substation Project. The Project is part of infrastructure improvements that will allow SCE to continue to provide safe and reliable electric service to customers in the City of Ridgecrest and surrounding areas of unincorporated Kern and San Bernardino Counties.

Southern California Edison is offering to purchase the right of way easement for the amount of \$1500. The amount is based on the fair market value of the easement as determined by an independent appraiser in compliance with all State regulations. A copy of the appraisal summary is enclosed.

If you accept this offer, please sign in the space below and return this letter along with the signed and notarized Grant of Easement document, completed 1099 and Seller's Affidavit forms. A pre-paid return envelope is enclosed for your convenience. Upon receipt of all completed documents, a check in the amount of the offer will be promptly forwarded to you

If you have any questions or would like to discuss this offer, please feel free to contact me at (714) 987-5286 or via e-mail at [Brett.paulson@sce.com](mailto:Brett.paulson@sce.com).

Sincerely,

A handwritten signature in cursive script that reads "Brett A. Paulson".

Brett Paulson  
Land Acquisition  
Southern California Edison  
Brett Paulson



Brett Paulson  
6 Point Drive  
Brea, CA 90801  
(714) 469-5462

**AGREED & ACCEPTED**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ENCLOSURES:**

- Grant of Easement
- Summary Appraisal
- California Eminent Domain Law Pamphlet
- W-9 Form
- Return Envelope

RECORDING REQUESTED BY:

SOUTHERN CALIFORNIA EDISON  
COMPANY

WHEN RECORDED MAIL TO:

SOUTHERN CALIFORNIA EDISON  
COMPANY  
2131 WALNUT GROVE AVE., 2nd Floor  
ROSEMEAD, CA 91770

ATTN: TITLE & REAL ESTATE  
SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF EASEMENT**

Serial No.  
70317A  
SCE Doc.:  
507012

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT 86-Ridgecrest	WORK ORDER 800897991	IDENTITY N/A	MAP SIZE 101-096
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	FIM 770-2106-1 APN: 343-014-08-01	APPROVED: Real Properties Department	BY ODC	DATE 10/21/2013

CITY OF RIDGECREST (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an overhead electrical supply system, consisting of poles, guys and anchors, crossarms, wires, cables, and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and a communication system for any internal or commercial use by Grantee and corporations controlled by or under common control with Grantee, and the right to apportion to telecommunication providers and others for commercial use of the communication system, or parts thereof, herein collectively referred to as "System", consisting of communications-related equipment and fiber optic cables, herein collectively referred to as "Facilities", as well as the right of access to said System, and Facilities, for transmitting data, voice or intelligence by electrical, optical or other electromagnetic means, and other incidental purposes over, under and across the real property in the County of Kern State of California, described on the Exhibit "A" and more particularly shown on the Exhibit "B", both attached hereto and by this reference made a part hereof.

The legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Grant of Easement  
CITY OF RIDGECREST, to  
S.C.E. Co., a Corp.  
Serial No. 70317A  
SCE DOC. 507012

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF RIDGECREST

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

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

Printed Title: \_\_\_\_\_

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

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

Printed Title: \_\_\_\_\_

Grant of Easement  
CITY OF RIDGECREST, to  
S.C.E. Co., a Corp.  
Serial No. 70317A  
SCE DOC. 507012

State of California )  
County of \_\_\_\_\_)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

State of California )  
County of \_\_\_\_\_)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

EXHIBIT "A"  
LEGAL DESCRIPTION  
SERIAL No. 70317A

A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2,  
TOWNSHIP 27 SOUTH, RANGE 40 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE  
COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID  
LAND, AS LOCATED WITHIN THE LANDS OF THE GRANTOR, DESCRIBED AS FOLLOWS:

**PARCEL 1 – OVERHEAD DISTRIBUTION EASEMENT**

A STRIP OF LAND 12.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTH SIXTEENTH CORNER ON THE EAST LINE OF SECTION 2 OF  
SAID TOWNSHIP AND RANGE, SAID POINT BEARS SOUTH 00°57'02" EAST, 1328.51 FEET  
FROM THE NORTHEAST CORNER OF SAID SECTION 2; THENCE SOUTH ALONG SAID EAST  
LINE SOUTH 00°57'02" EAST, 24.61 FEET; THENCE LEAVING SAID EAST LINE OF SECTION 2,  
SOUTH 89°22'07" WEST, 60.00 FEET; THENCE SOUTH 89°22'07" WEST, 1272.32 FEET TO THE  
**TRUE POINT OF BEGINNING** OF SAID 12.00 FOOT STRIP; THENCE SOUTH 89°22'07" WEST,  
1,232.31 FEET TO THE TERMINUS OF THIS DESCRIPTION OF PARCEL 1.

ALL FOUND MONUMENT DESCRIPTIONS, BASIS OF BEARINGS, COURSES ETC. ARE AS  
SHOWN ON EXHIBIT "B" ATTACHED HEREWITH AND MADE PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

Brian W. Moore      DATE 10-4-13

BRIAN MOORE, P.L.S. No. 7533

SOUTHERN CALIFORNIA EDISON COMPANY



A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST CORNER OF SECTION 2,  
TOWNSHIP 27 SOUTH, RANGE 40 EAST, MOUNT DIABLO BASE AND MERIDIAN,  
IN THE COUNTY OF KERN, STATE OF CALIFORNIA.

N89° 16' 21"E 2648.70' M (2648.66') (R)

FD " 2" BCM FLUSH ON CL  
TRONA-RIDGECREST ROAD  
ACCEPTED AS THE N 1/4  
CORNER OF SECTION 2,  
T27S R40E

FD 2" BCM IN MON WELL  
DN. 1.0' PER PM 5293  
ACCEPTED AS THE N/E  
CORNER OF SECTION 2,  
T27S R40E

N00° 16' 35"W  
661.86'

FD. TAG IN CONC.  
TAG ILLEG IN MON  
WELL DN 1.0'



 LANDS OF THE GRANTOR  
A.P.N. 343-014-08-01  
 PARCEL 1, (PORTION OF A.P.N. 343-014-08-01)  
12' WIDE OVERHEAD DISTRIBUTION EASEMENT  
AREA=14,788 SqFt= Acres 0.3394

60'  
S00° 57' 02"E 1328.51' M  
(1328.62' PER PM 5293)

TIE DIST  
N00° 16' 22"W  
686.81'

BOWMAN RD. / FREEWAY

P.O.B.  
FD. 2" IP W/ NAIL DN. 1.5' NO REF.  
ACCEPTED AS POSITION OF N 1/16  
CORNER PER PM 5293

S00° 57' 02"E  
24.61'

S89° 22' 07"W  
100.00'

PARCEL 1  
N 89°22'07" E 1332.17'

NE 1/4  
SEC 2

BASIS OF BEARING  
N 89°22'07" E 1332.18'

S89° 22' 07"W 1232.31'

T.P.O.B.  
PARCEL 1

S89° 22' 07"W  
1272.32'

S89° 22' 07"W  
60.00'

A.P.N. 343-014-09-01

A.P.N. 343-014-08-01

A.P.N. 343-014-07-01

BASIS OF BEARING: THE SOUTH  
LINE OF NORTHEAST 1/4 OF  
THE NORTHEAST 1/4 OF  
SECTION 2, SHOWN AS  
N89°22'07"E PER P.M. 5293

EXHIBIT "B"

0 300 600  
SCALE IN FEET

PROJECT NAME: DOWNS SUB (McGEN-SEARLES-INYOKERN)			M.S.: 101-096	
W.O. NO.: 800897991	NOT. NO.: 201997480	CITY: RIDGECREST	COUNTY: KERN	STATE: CA
SURVEYED BY: G.S., T.L., D.R.		SCE F.B. REF.: 10802/41-49	DATE: 8/23/13	
DRAWN BY: R. WADDELL		MAP REF.: PM 2420, PM 5293		
CHECKED BY: B. MOORE	TRES: O. CASTELLON	SERIAL NO.: 70317A	FILE NAME: 2013-201997480 .DWG	



**Integra Realty Resources**

Los Angeles

**Appraisal Summary Statement**

**City of Ridgecrest**

Vacant Land

APNs: 343-014-07, -08, -09, -11, -16, -17, -20

Ridgecrest, Kern County, California 93555

Serial No.: 70317A

**Prepared For:**

Southern California Edison

**Effective Date of the Appraisal:**

November 19, 2013

**Report Format:**

Appraisal Summary Statement

**IRR - Los Angeles**

File Number: 121-2013-0326





**Appraisal Summary Statement**  
**City of Ridgecrest**  
**Vacant Land**  
**Ridgecrest, California 93555**  
APNs: 343-014-07, -08, -09, -11, -16, -17, -20

<b>Appraisal Date:</b>	<b>November 22, 2013</b>
<b>Date of Value:</b>	<b>November 19, 2013</b>
<b>Project Name:</b>	<b>Downs, Inyokern, Searles and McGen Substation Expansion Project</b>
<b>Serial No.:</b>	<b>70317A</b>
<b>IRR - Los Angeles File No.</b>	<b>121-2013-0326</b>

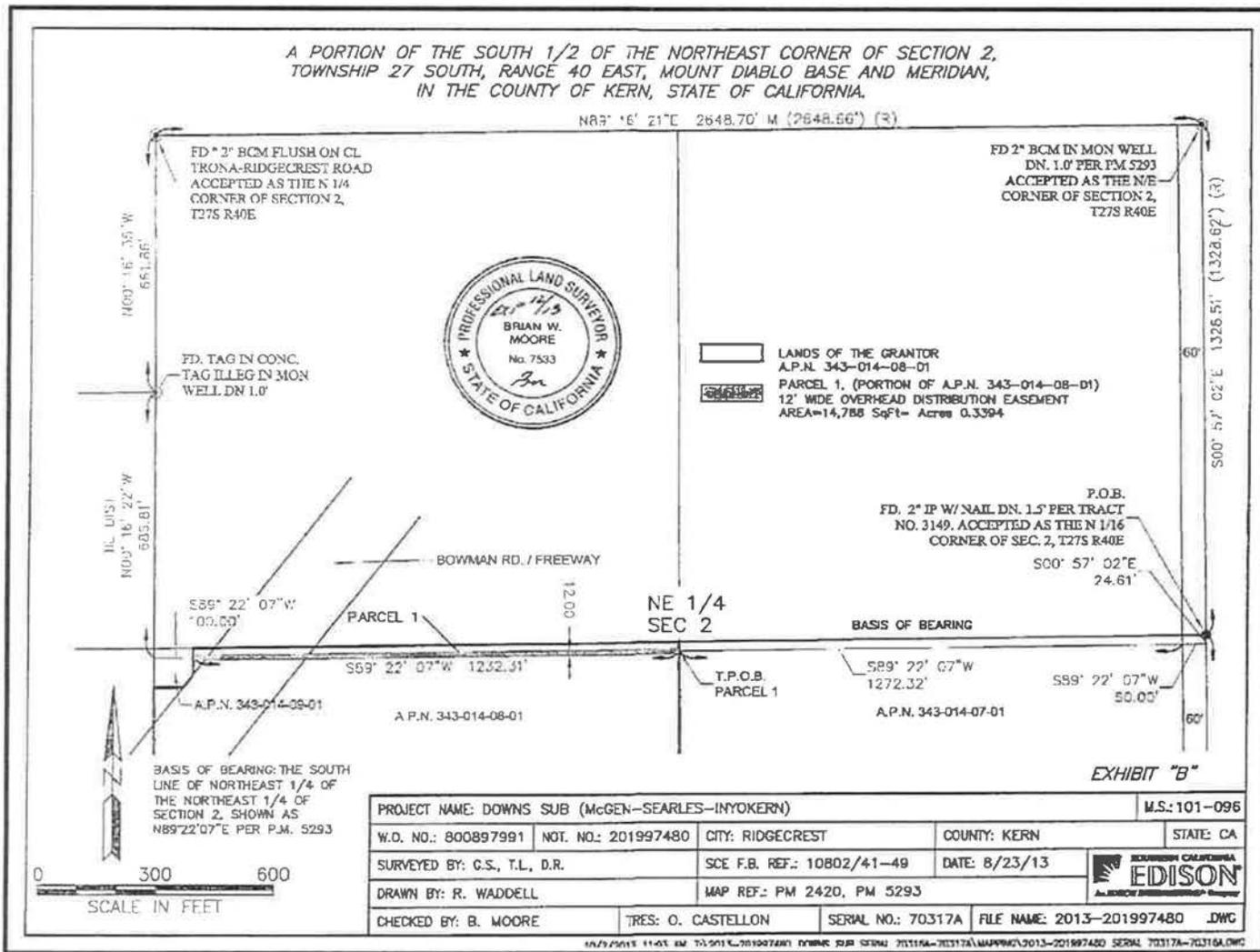
## **INTRODUCTION**

Southern California Edison (SCE) is currently seeking to obtain an overhead distribution easement to encumber a portion of the subject larger parcel. The subject property is primarily vacant land located in the city of Ridgecrest in Kern County, California. The larger parcel is identified in the highlighted assessor's plat map on a following page. The subject larger parcel is currently the site of partial agricultural use (the growing of hay with non-potable water produced by the city's sanitation function). A portion of the site is used approximately once a year for off road vehicle racing.

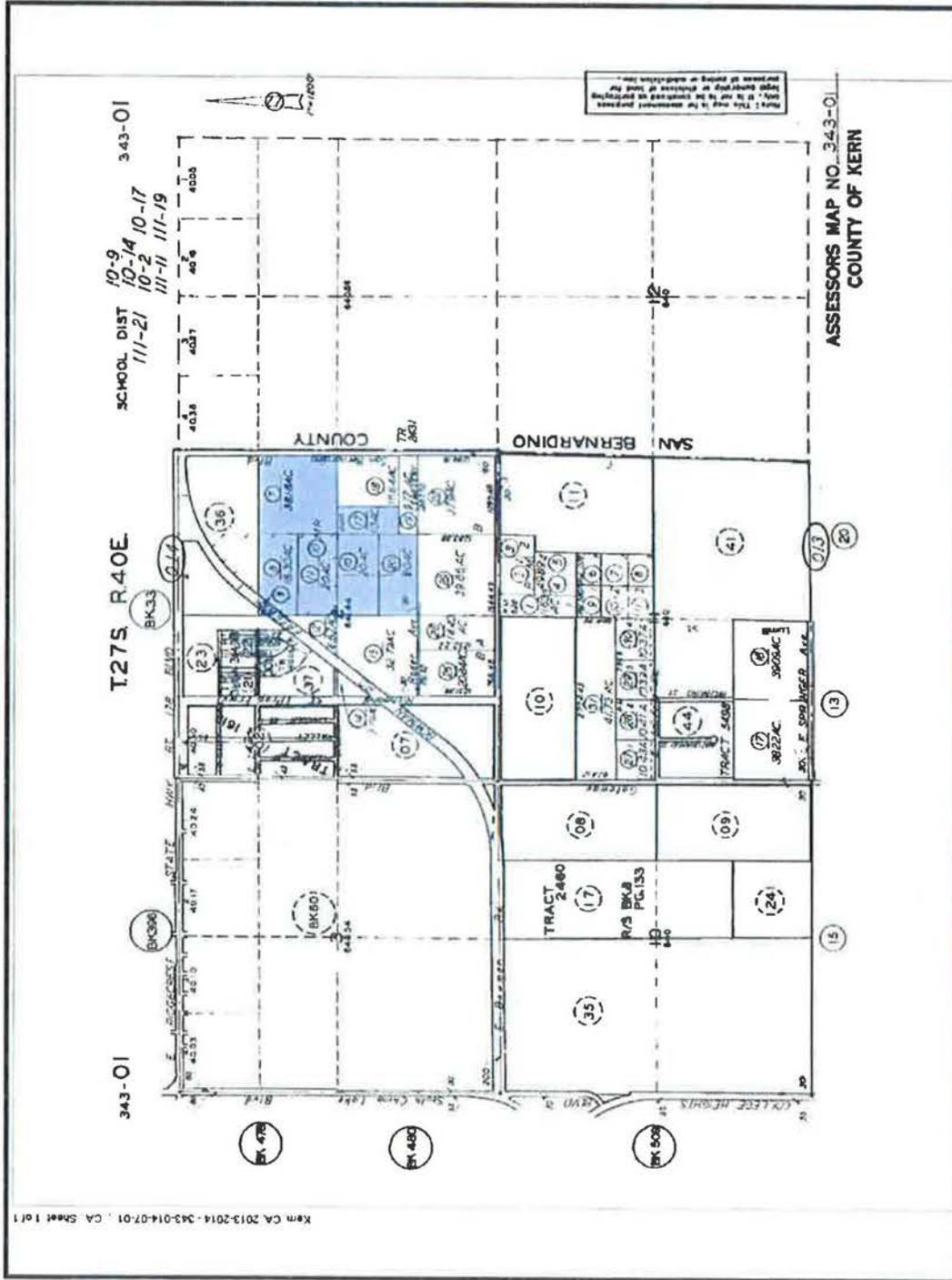
Assessor records show that assessor parcel number 343-014-08, the parcel directly impacted by the proposed easement (being valued in this report) is owned by the City of Ridgecrest as are parcels 11, 16, 17 and 20. Assessor records show that parcels 07 and 09 are owned by the Ridgecrest Sanitation District. However, based on conversations with the City of Ridgecrest, the Ridgecrest Sanitation District is owned by the City of Ridgecrest and as such all of the identified parcels are effectively owned by the City of Ridgecrest and are considered as part of the larger parcel. It should be noted that additional easements are required on parcels 07 and 09, but these have been valued under separate cover at the request of our client.

The overhead distribution easement being sought will affect one oblong strip of land totaling 14,788 square feet. A map of the easement area is provided on the next page.

Easement Map



Plat Map



The purpose of the easement is to allow SCE to install an overhead electrical supply system that delivers electrical energy and telecommunications through the immediate area generally bordered by privately held parcels to the north, privately owned lands to the south, the San Bernardino County Line to the east and privately owned lands to the west.

A dedication for the defunct Bowman Freeway traverses the larger parcel. Originally acquired by the state in the 1950s, the right of way was re-acquired by the city of Ridgecrest from the state by conveyance in 1988. It now shares uniformity of use and ownership within the larger parcel. The plat map does not appear to reflect the city's re-acquisition of the freeway right of way. We have based the area of the larger parcel on areas shown in assessor records. It is possible the Bowman Freeway area may not be included, but without a survey, it is not possible to tell. In the end, our final value conclusion will not be impacted either way.

The overhead transmission system will require an easement that restricts air rights as well as implementing restrictions to the surface rights. A copy of the proposed Grant of Easement, provided by SCE, is included in the Addendum of this report. We recommend the review of this document in its entirety by an expert in the field of title and real estate law.

Specifically, SCE is seeking to install "an overhead electrical supply system consisting of poles, guys and anchors, crossarms, wires, cables and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and a communications system for any internal or commercial use ..."

According to the sample Grant of Easement document we were provided, the property owner (Grantor) agrees for himself, his heirs and assigns, "not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on (the easement property)."

The Grantor also grants to SCE (Grantee), and its contractors, agents and employees, "the right to trim or top such trees or cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable."

A copy of the Grant of Easement deed is located in the Addendum of this report.

## **SPECIAL ASSUMPTIONS**

1. The appraisers were provided only the easement map that accompanied the Grant of Easement deed. Our estimate of the easement area is based on the area provided by SCE and described in the Grant of Easement deed included in the addenda of this report. A change to the area of the easement could result in a change to the value conclusions indicated in this report.

2. Based on discussions with SCE, we assume that any damages to the subject property, during the installation of the overhead power infrastructure, will be dealt with separately and are not to be considered as part of this analysis.

## **BASIS OF VALUATION**

"Fair Market Value", as defined pursuant to Chapter 1275, Title 7, Part 3 of the California Code of Civil Procedure, entitled: Eminent Domain Law, is as follows:

Fair Market Value . . . Article 4.

Measure of Compensation for Property Taken.

- 1263.320 (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- (b) The fair market value of the property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.
- 1263.330 The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:
- (a) The project for which the property is taken;
  - (b) The eminent domain proceeding in which the property is taken;
  - (c) Any preliminary actions of the plaintiff relating to the taking of the property.
- 1263.420 Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following:
- (a) The severance of the remainder from the part taken;
  - (b) The construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not damage is caused by a portion of the project located on the part taken.
- 1263.430 Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken.

The definition of "easement," as provided in the Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010, is as follows:

"The right to use another's land for a stated purpose."

## SUBJECT DATA

Location:	Easternmost portion of the incorporated city of Ridgecrest, CA 93555. The larger parcel is south of Ridgecrest Boulevard and west of the San Bernardino County Line in Kern County.
APNs:	343-014-07, -08, -09, -11, -16, -17, -20 (Kern County)
Owner:	City of Ridgecrest
Interest Appraised:	Easement interest
Ownership History:	According to public records, the subject property has not transferred within the past five years. To our knowledge, there are no current agreements, options, or listings of the subject property. Information provided is from public sources and is assumed to be correct, but may be different.
Prior Services:	We have not previously appraised the subject property, or performed any other services relative to this property, within a period three years preceding acceptance of this assignment.
Land Area:	The larger parcel is comprised of 5,603,558± square feet or 128.64± acres, per Kern County Assessor records.
Zoning:	M-2 – Heavy Industrial, as governed by the city of Ridgecrest.
Present Use:	Vacant land with some degree of agricultural use.
Easements, Encumbrances and Title Exceptions:	<p>A title report for the property was not prepared, or reviewed, for this analysis. It is assumed that there are no easements or encumbrances that would negatively impact the value of the subject larger parcel or easement area.</p> <p>We do note existing surface and above-ground easements similar to the proposed easement. Such easements are determined to have no impact on the larger parcel value conclusion.</p>
Improvements – Larger Parcel:	The larger parcel is basically unimproved, with the exception of a portion used for hay cultivation.
Improvements – Easement Area:	The easement area is located along the northern property line of the parcel.
Topography:	Generally level. There are a number of what appear to be man-made berms on the property, said to be used for off-road motorcycle racing.

Environmental:	No specific documentation was provided for review. This appraisal assumes no environmental factors to prohibit future development or use.
Hazardous Materials:	No specific documentation was provided for review. This appraisal assumes no hazardous materials.
Highest & Best Use:	The highest and best use of the subject property, as vacant, is for light industrial use at some point when future demand dictates. The property is on the periphery of the city and adjacent to a residential subdivision to the northwest. There is significant open space surrounding the larger parcel.
Purpose and Intended Use:	The intended use of this report is to assist SCE in negotiations related to the acquisition of the aforementioned easement.
Intended User:	The intended user of this report is SCE and its assigns.

## ACQUISITION DATA

Area to be acquired: The easement represents a 12-foot-wide overhead distribution easement amounting to 14,788 square feet. The table below lays out the easement characteristics:

Acquisition Area				
Parcel	Easement Type	Width (Ft.)	Area (SF)	Area (Acres)
1	Overhead	12	14,788	0.3395
<b>Total</b>			<b>14,788</b>	<b>0.3395</b>

Location of easement:	Primarily, as we understand it, along the northern property line of the parcel.
Severance damages:	<p>We have concluded there are no severance damages to the remainder parcel as a result of the parts acquired or construction of the systems in the manner proposed. The subject property will be essentially unchanged in the after condition with a minimal impact created by the new easement.</p> <p>The highest and best use of the remainder in the after condition remains the same as the remainder in the before condition.</p>
Project Benefits:	None identified.

## VALUATION DATA

Date of Inspection:	Jeremy Bagott inspected the subject property on November 19, 2013. Beth B. Finestone, MAI, FRICS inspected the subject property on November 19, 2013. Also present at the inspection were City Engineer Loren Cult with the city of Ridgecrest and Charles Thomas with SCE.
Date of Value:	November 19, 2013
Appraisal Process and Scope of Work:	<p>The purpose of this appraisal is to conclude a value for the aforementioned easement that is proposed for the subject property. The sales comparison approach is used in order to conclude an underlying land value as the basis of the easement value. Once a land value is concluded, the value of the easement is determined as a percentage of the underlying value, as it represents less than a full fee acquisition of the land at the subject property.</p> <p>The sales comparison approach is based on the consideration of comparable land sales and is applicable to the valuation of the land rights to be acquired.</p> <p>The cost approach is based in part on a replacement cost new of improvements less depreciation. Since the subject property is largely unimproved land, this approach is not applicable. The income approach is based on an analysis of Income produced from the property and expenses to the property. The subject property, in this analysis, is valued as unimproved land, which would typically not produce rental income as is required in this approach; therefore, this approach is not considered applicable to the subject property. Since the cost approach and income approach were determined to have no relevance in this analysis, they were not utilized. Only the sales comparison approach is utilized in this analysis.</p> <p>We began the appraisal process by searching for comparable sales with similar land use and characteristics to those found at the subject property. Where possible, comparable sales were verified with a party or broker familiar with the transaction. Secondary data sources, such as Costar, First American Title, and the Multiple Listing Services for the subject area were also relied upon for data and information regarding transactions.</p> <p>In the valuation of an easement, it is typical to appraise the larger parcel, before the property is encumbered by the easement, and then again after the property is encumbered with the easement. The difference in value, if any, is the concluded value of the easement (inclusive of any severance damages).</p>

In this analysis we considered the diminution to the value of the land area directly affected by the easement, as well as possible damages and/or benefits to the remainder of the larger parcel.

For the purposes of this appraisal, the unit of comparison used is the price per acre. This unit is far and away the most common unit of comparison used by market participants in the subject market. Price per acre is later converted to price per square foot in order to more rationally value the relatively small subject easement area.

Land Valuation:

Recent sales of land with similar use and zoning were sought to represent the current fair market value of the unencumbered fee interest in the underlying land.

The selection criteria for the comparable land sales are summarized below, including a discussion of the data and a unit value conclusion for the subject.

- Transaction date: January 2012 to present.
- Location: Mojave Desert and surrounding areas, such as the Antelope Valley.
- Property Type/Use: Land sales. All of the data analyzed contains equivalent land-use designations.
- Size: From approximately 3 acres to 300 acres. The relative lack of recent land sales necessitated an increase in the size parameters for the search of land sales in the subject market area.

Considering the following market data, land sales in the area indicate values ranging from \$1,073 to \$168,142 per acre. In size, these comparables spanned a spectrum from a 5.65-acre land sale in an urbanized area of Palmdale in the Antelope Valley to a 302-acre agricultural parcel in Ridgecrest.

The sales in the \$1,000 to \$1,500 per acre range are predominately parcels that lack utilities to their property lines and have little chance of development within the foreseeable future. Comparables 1 and 5 have relatively good prospects for development, are located within cities and have all utilities to their property lines.

The subject larger parcel shares characteristics with all the comparables. The subject larger parcel represents a relatively large piece, 128.64 acres, that is at the outer periphery of the city of Ridgecrest but within the path of urban growth in the foreseeable future.

The subject is zoned M-2. It is in a district earmarked for heavy industrial uses. As such, it has much in common with Comparable 5, a listing that had been on the market more than 900 days as of the date of value and has not sold for its asking price of \$15,228 per acre. The broker believes the parcel would sell at about \$7,500 per acre.

Based on the size of the subject larger parcel, its location relative to the comparable data, and other factors, we have concluded to a unit value of \$4,800 per acre or \$0.11 per square foot. This conclusion also considers the subject's zoning, its as-vacant development potential, and its neighborhood characteristics.

A summary of the market data utilized is included on the following page.

**Selected Market Data - Land Sales**

Item No.	Address/APN	Sale Date	Zoning/	Topography/	Land Area (± Acres)	Sale Price		
		Doc No.	Designation	Site Improvements		Total	Per Square Foot	Per Acre
1	NWC Avenue R & 25th Street East Palmdale, Los Angeles County 3018-028-023, -052, -053, -054 Comments:	7/23/2013 1079658	C-3 General Commercial	Level None	5.65	\$950,000	\$3.86	\$168,142
		This property is in a superior location with superior zoning and superior accessibility. It is clearly in the path of urban development, with good surrounding infrastructure.						
2	5th Street Mojave 429-143-42 Comments:	2/5/2013 16426	A-1 Agricultural Limited	Level None	10.20	\$25,000	\$0.06	\$2,451
		The property was purchased by a neighboring landowner as part of an assemblage. The broker believes it was purchased at a market price. The property, which has no well, will benefit from the assemblage, as the buyer's property contains a well.						
3	California City Blvd & Jamison St California City 302-080-15, -16, -17, -18, -19, -20, -21, -22, -23, -24 Comments:	9/5/2012 125468	M-1 Industrial	Level None	24.64	\$37,500	\$0.03	\$1,522
		This sale, which consisted 10 contiguous parcels, is located on the outskirts of California City, in a sparsely developed area. It is strictly raw desert land, with electricity being approximately one mile away.						
4	Brown Road east of SR-395 Ridgecrest 056-072-16, -05 Comments:	4/3/2012 43657	A-1 Agricultural Limited	Level None	301.94	\$324,000	\$0.02	\$1,073
		The buyer, a nut farming concern in Kern County, is said to have purchased this land on speculation. The meeting of the minds is said to have occurred in December 2010. One of the parcels is bisected by railroad tracks.						
5	1300 E Ridgecrest Blvd Ridgecrest 343-361-02 Comments:	Listing	M-1 Industrial	Level None	3.94	\$60,000	\$0.35	\$15,228
		This listing has been on the market more than 900 days as of the date of value. It is located just north of the subject within the city of Ridgecrest. Water, electricity and sewer are available to the property line, though it is irregular in shape. Broker Eloy Rodriguez believes it will sell at about \$7,500 per acre.						

Easement Area Methodology Overview:	<p>The typical appraisal method for valuing partial interests (as is the case with the easement analyzed in this report), is the <i>before and after</i> method. With this method, the appraiser values the larger parcel before the taking (or easement), and then again after the easement is assumed to be in place. The difference (if any) is the amount attributed to the easement and the value due the owner inclusive of severance damages and project benefits. However, when lesser takings, or grants, are involved where such a before and after value would likely be nominal (due to impact, location, etc.) another approach and formula is often applied.</p>
	<p>This other formula, which is utilized in this analysis, essentially estimates the value of the part taken (as part of the whole), adds damages to the larger parcel (if any), subtracts benefits (if any), and the difference is the value of the property interest in question. This method is based on the premise that property ownership is known as a "bundle of rights," whereby an ownership can be divided into separate "sticks" that comprise the "bundle." For example, certain sticks or rights represent the right to use the surface of the land, or the air rights around an airport, or the subsurface rights to acquire the right to run a pipeline.</p>
	<p>This latter method has been determined as the appropriate methodology in this report.</p>
	<p>Our analysis of the subject property and the proposed easement has resulted in a conclusion that there are no severance damages or special benefits as a result of the proposed easement. This is based on the fact that the easement will have no effect on the value of the remainder parcel in the after condition.</p>
Easement Area as a Percentage of Fee:	<p>With implementation of the easement, SCE will have the right construct an overhead electrical supply system and communication system which may consist of poles, guys and anchors, crossarms, wires, cables, etc. The proposed easement results in an acquisition of air rights and has a significant impact to the surface rights in the easement area. Subterranean rights are not being acquired.</p>
	<p>Based upon the use to which the easement will be put and the significant restrictions imposed by the grant of easement, we have concluded that the proposed acquisition results in an 80% diminution of value associated with the fee value of the underlying land.</p>

Serial No.: 70317A

Downs, Inyokern, Searles and McGen Substation Expansion Project

## VALUE CONCLUSION

**Reconciliation:** The sales noted in the preceding section represent the market activity for raw land in the subject market area. Through an analysis of these sales, it is concluded that the sales are applicable for concluding to a value of \$4,800 per acre for the subject property. This equates to \$0.11 per square foot.

Further, our analysis of the impact of the easement on the underlying land of the subject property has led to a determination that the easement type will result in an 80% diminution in value to the directly affected underlying land area. As the remainder parcel will be unaffected by the easement, there are no severance damages or special benefits associated with the easement.

**Easement Valuation:** The subject overhead easement acquired consists of an area of approximately 14,788 square feet. This easement area was derived from project plans and information that were provided by SCE. A change in these plans, and/or area sizes, could significantly alter the conclusions of this report.

The following table summarizes the value of the easement:

Easement Valuation				
Easement	Area (SF)	Price	% Rights	Indication
Overhead easement	14,788	x \$0.11	x 80%	= \$1,301.34
				\$1,301.34

**Concluded Easement Value:** \$1,301.34

**Concluded Nominal Value:** \$1,500

The value conclusion in this analysis is less than the concluded nominal value which is discussed below. As a result, the nominal value amount is the concluded value due the owner as the result of the proposed easement.

## NOMINAL VALUE AWARD FOR COSTS

As we can see from the analysis previously presented, the value in the property rights proposed to be taken in the easement is relatively small. Nonetheless, the transfer of the property rights to be acquired does impose a requirement that the property owner review project information, and execute necessary documents to bring about the transfer of these specified property rights. These requirements necessitate the consideration of the concept of "nominal value," which is described as follows:

Serial No.: 70317A

Downs, Inyokern, Searles and McGen Substation Expansion Project

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*That amount of money necessary to effect a transfer of title to property where the property has no recognized independent use.<sup>1</sup>*

The monetary inducement to effect a transaction is, at least in part, driven by the anticipated costs associated with the transaction process, along with the time that must be devoted by the property owner to complete the process. We assume that the mapping, legal description, deed of easement, and all recording fees will be prepared and/or paid for by the public agency which is acquiring the specific property rights. Accordingly, there are no anticipated costs to the owner for these purposes. However, the owner may reasonably wish to retain legal counsel to review these documents, and to obtain the assurance that the property rights being transferred are as represented by the acquiring public agency. For the type of property under consideration, it is our opinion that the actual transaction costs would be on the order of magnitude of several hundred dollars.

Accordingly, it is our opinion that for the property rights proposed to be acquired, the indication of "nominal value" is in the total amount of:

**ONE THOUSAND FIVE HUNDRED DOLLARS  
(\$1,500).**

We have read the Statement of Valuation Data and it fairly and correctly states our opinions and knowledge as to the matters herein stated. This Appraisal Summary Statement is subject to the attached Certification and Assumptions and Limiting Conditions.



Beth B. Finestone, MAI, FRICS  
Certified General Real Estate Appraiser  
California Certificate # AG004030  
Telephone: (818) 290-5455  
Email: bfinestone@irr.com



Jeremy Bagott  
Certified General Real Estate Appraiser  
California Certificate # AG031250  
Telephone: (818) 290-5438  
Email: jbagott@irr.com

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<sup>1</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Fourth Edition, 2002.

## Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Jeremy Bagott and Beth B. Finestone made personal inspections of the property that is the subject of this report.
12. No other person has provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report Beth B. Finestone has completed the continuing education program of the Appraisal Institute.

Serial No.: 70317A

Downs, Inyokern, Searles and McGen Substation Expansion Project

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15. As of the date of this report Jeremy Bagott has completed the Standards and Ethics Education Requirement of the Appraisal Institute for associate members.



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Email: jbagott@irr.com



Brett Paulson  
6 Point Drive  
Brea, CA 92801  
(714) 469-5462

February 13, 2014

City of Ridgecrest  
Attn: Dennis Speer  
100 West California Ave.  
Ridgecrest, CA 93555

SUBJECT: Offer to Purchase Grant of Easement

In December 2012, the California Public Utilities Commission (CPUC) approved Southern California Edison's (SCE's) application to build the Downs Substation Project. The Project is part of infrastructure improvements that will allow SCE to continue to provide safe and reliable electric service to customers in the City of Ridgecrest and surrounding areas of unincorporated Kern and San Bernardino Counties.

Southern California Edison is offering to purchase the right of way easement for the amount of \$4000. The amount is based on the fair market value of the easement as determined by an independent appraiser in compliance with all State regulations. A copy of the appraisal summary is enclosed.

If you accept this offer, please sign in the space below and return this letter along with the signed and notarized Grant of Easement document, completed 1099 and Seller's Affidavit forms. A pre-paid return envelope is enclosed for your convenience. Upon receipt of all completed documents, a check in the amount of the offer will be promptly forwarded to you

If you have any questions or would like to discuss this offer, please feel free to contact me at (714) 987-5286 or via e-mail at [Brett.paulson@sce.com](mailto:Brett.paulson@sce.com).

Sincerely,

A handwritten signature in cursive script that reads "Brett A. Paulson".

Brett Paulson  
Land Acquisition  
Southern California Edison  
Brett Paulson



Brett Paulson  
6 Point Drive  
Brea, CA 90801  
(714) 469-5462

**AGREED & ACCEPTED**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ENCLOSURES:**

- Grant of Easement
- Summary Appraisal
- California Eminent Domain Law Pamphlet
- W-9 Form
- Return Envelope

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
2131 WALNUT GROVE AVENUE  
G03 - 2<sup>ND</sup> FLOOR  
ROSEMEAD, CA 91770  
ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF EASEMENT**

Location: City of Ridgecrest  
A.P.N. 508-020-08  
RP FILE: ACQ202221052  
SCE Doc No. 506923

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 70321A Service Order 800982465
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	<b>Approved Real Properties Department</b>
_____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE SO. CALIF. EDISON CO.	
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	BY LC DATE 10/9/13

CITY OF RIDGECREST, a municipal corporation, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", an easement and right of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of poles and towers made of various materials, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, under, on, over, along and across a strip of land of thirty (30.00) feet wide, hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the City of Ridgecrest, County of Kern, State of California, described as follows:

Parcel 2 of Amended Parcel Map 7916, in the City of Ridgecrest, County of Kern, State of California, filed in Book 34, Page 102 of Parcel Maps, in the office of the County Recorder of said County.

The said right of way strip is more particularly shown on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, the right to clear and to keep clear said right of way strip, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind (except for those herein provided) and the right to trim or remove any tree or shrub which in the opinion of Grantee, may endanger said electric lines or any part thereof or interfere with the exercise of the rights herein granted.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

Grant of Easement  
City of Ridgecrest to  
S.C.E.Co., a corp.  
Serial No. 70321A  
RP File No. ACQ202221052

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF RIDGECREST, a municipal corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

State of California        )  
County of \_\_\_\_\_)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Grant of Easement  
City of Ridgecrest to  
S.C.E.Co., a corp.  
Serial No. 70321A  
RP File No. ACQ202221052

State of California )

County of \_\_\_\_\_)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

EXHIBIT "A"  
LEGAL DESCRIPTION  
SERIAL 70321A

THAT PORTION OF PARCEL 2 OF AMENDED PARCEL MAP 7916, IN THE CITY OF RIDGECREST, IN THE COUNTY OF KERN, STATE OF CALIFORNIA, FILED IN BOOK 34, PAGE 102 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS LOCATED WITHIN THE LANDS OF THE GRANTOR, DESCRIBED AS FOLLOWS:

**PARCEL No. 1 – TRANSMISSION LINE EASEMENT**

A STRIP OF LAND 30 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF SOUTH DOWNS STREET, SAID POINT BEARS SOUTH 00°32'37" EAST 759.88 FEET FROM THE CENTERLINE INTERSECTION OF WEST RIDGECREST BOULEVARD AND SOUTH DOWNS STREET, AS SHOWN ON PARCEL MAP NO. 5434, FILED IN BOOK 23, PAGE 113 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;  
THENCE NORTH 89°47'06" WEST 28.92 FEET TO THE **TRUE POINT OF BEGINNING**;  
THENCE NORTH 07°12'06" WEST 167.53 FEET;  
THENCE NORTH 00°42'59" EAST 166.65 FEET TO A POINT OF TERMINUS FOR THIS DESCRIPTION OF PARCEL 1.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED AND SHORTENED TO TERMINATE NORTHERLY AND SOUTHEASTERLY ON THE NORTH AND EAST LINE OF SAID PARCEL.

ALL FOUND MONUMENT DESCRIPTIONS, BASIS OF BEARINGS, COURSES, ETC. ARE AS SHOWN ON EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

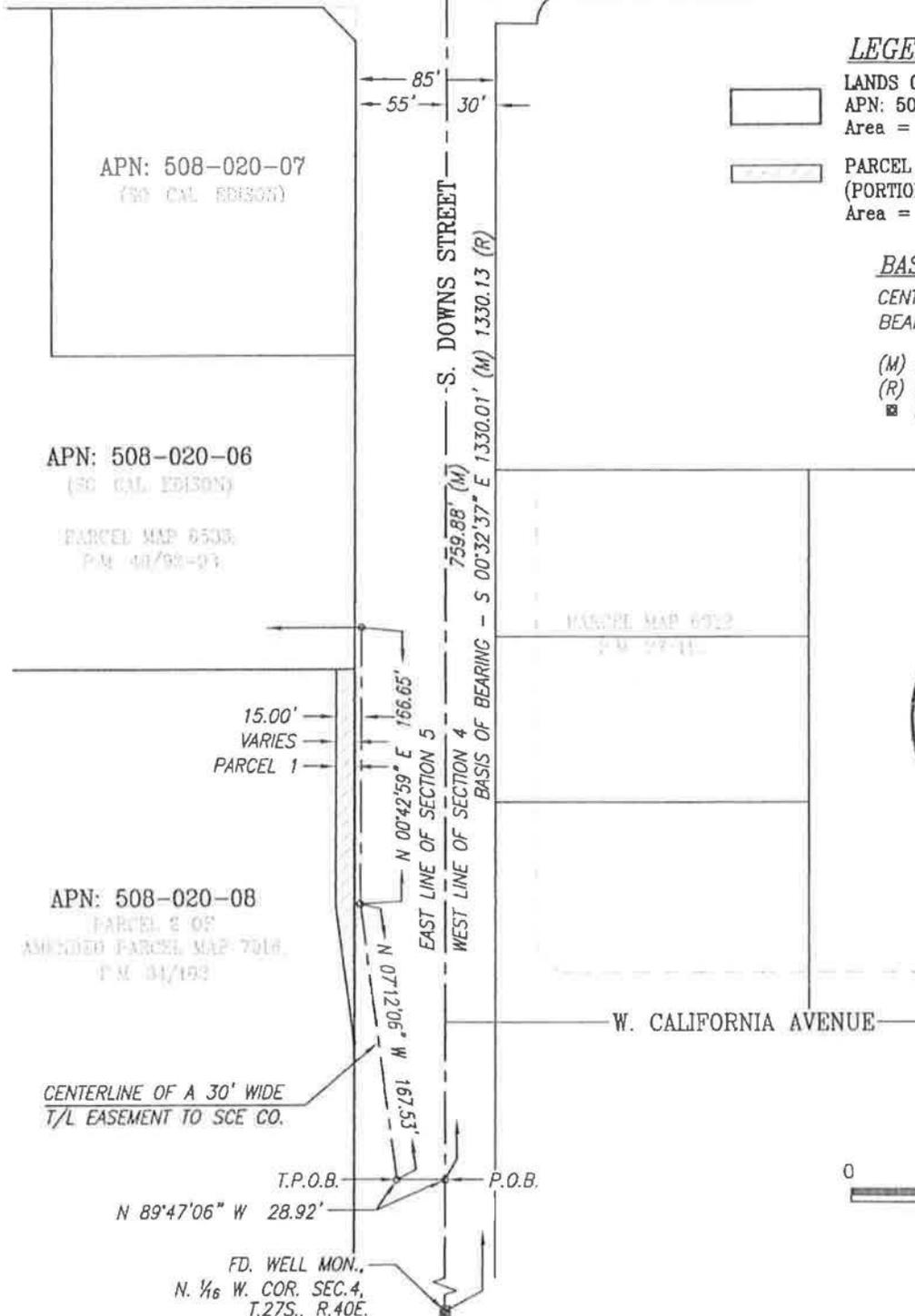
*Brian W. Moore*      DATE *10-4-13*  
BRIAN W. MOORE, P.L.S. No. 7533  
SOUTHERN CALIFORNIA EDISON COMPANY



A PORTION OF PARCEL 2 OF AMENDED PARCEL MAP 7916, P.M. 34/102, IN THE CITY OF RIDGECREST, IN THE COUNTY OF KERN, STATE OF CALIFORNIA.

--- W. RIDGECREST BOULEVARD ---

FD. N&T IN CONC.,  
DN. 1' IN WELL MON.,  
NW COR. SEC. 4, T.27S., R.40E.



**LEGEND**

- LANDS OF THE GRANTOR  
APN: 508-020-08  
Area = 360581 SqFt = 8.278 Acres
- PARCEL 1, T/L EASEMENT  
(PORTION OF APN: 508-020-08)  
Area = 2090 SqFt = 0.048 Acres

**BASIS OF BEARINGS**

CENTERLINE OF S. DOWNS ST.,  
BEARING OF S 00°32'37" E

- (M) MEASURED DISTANCE
- (R) RECORD - P.M. 23/113
- FOUND MONUMENT AS NOTED

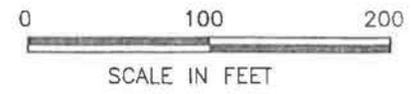


EXHIBIT "B"

PROJECT NAME: DOWNS SUBSTATION (115KV DOWNS-INYOKERN)				M.S.: 101-095
W.O. NO.: 800982465	NOT. NO.: 202221052	CITY: RIDGECREST	COUNTY: KERN	STATE: CA
SURVEYED BY: G.SPOELSTRA, T.LAURICE, D.RODRIGUEZ		SCE F.B. REF.: 10802/50-57	DATE: 08-15-2013	
DRAWN BY: E.HERNANDEZ		MAP REF.: SCE DWG. 364370_0.01		
CHECKED BY: B.MOORE	TRES: L.CHAVEZ	SERIAL NO.: 70321A	FILE NAME: 2013-202221052	.DWG

**Integra Realty Resources**  
Los Angeles

**Appraisal Summary Statement**

**S. Downs Street**  
Recreational Land  
NWC Church Avenue and South Downs Avenue  
Ridgecrest, Kern County, California 93555  
Serial No.: 70321A

**Prepared For:**  
Southern California Edison

**Effective Date of the Appraisal:**  
November 19, 2013

**Report Format:**  
Appraisal Summary Statement

**IRR - Los Angeles**  
File Number: 121-2013-0309



Integra Realty Resources  
Los Angeles

16030 Ventura Boulevard  
Suite 620  
Encino, CA 91436-4473

T 818.290.5400  
F 818.290.5401  
www.iri.com



## Appraisal Summary Statement

**S. Downs Street  
Recreational Land  
Ridgecrest, California 93555  
APNs: 508-020-08, -09**

<b>Appraisal Date:</b>	<b>November 22, 2013</b>
<b>Date of Value:</b>	<b>November 19, 2013</b>
<b>Project Name:</b>	<b>Downs, Inyokern, Searles and McGen Substation Expansion Project</b>
<b>Serial No.:</b>	<b>70321A</b>
<b>IRR - Los Angeles File No.</b>	<b>121-2013-0309</b>

### Introduction

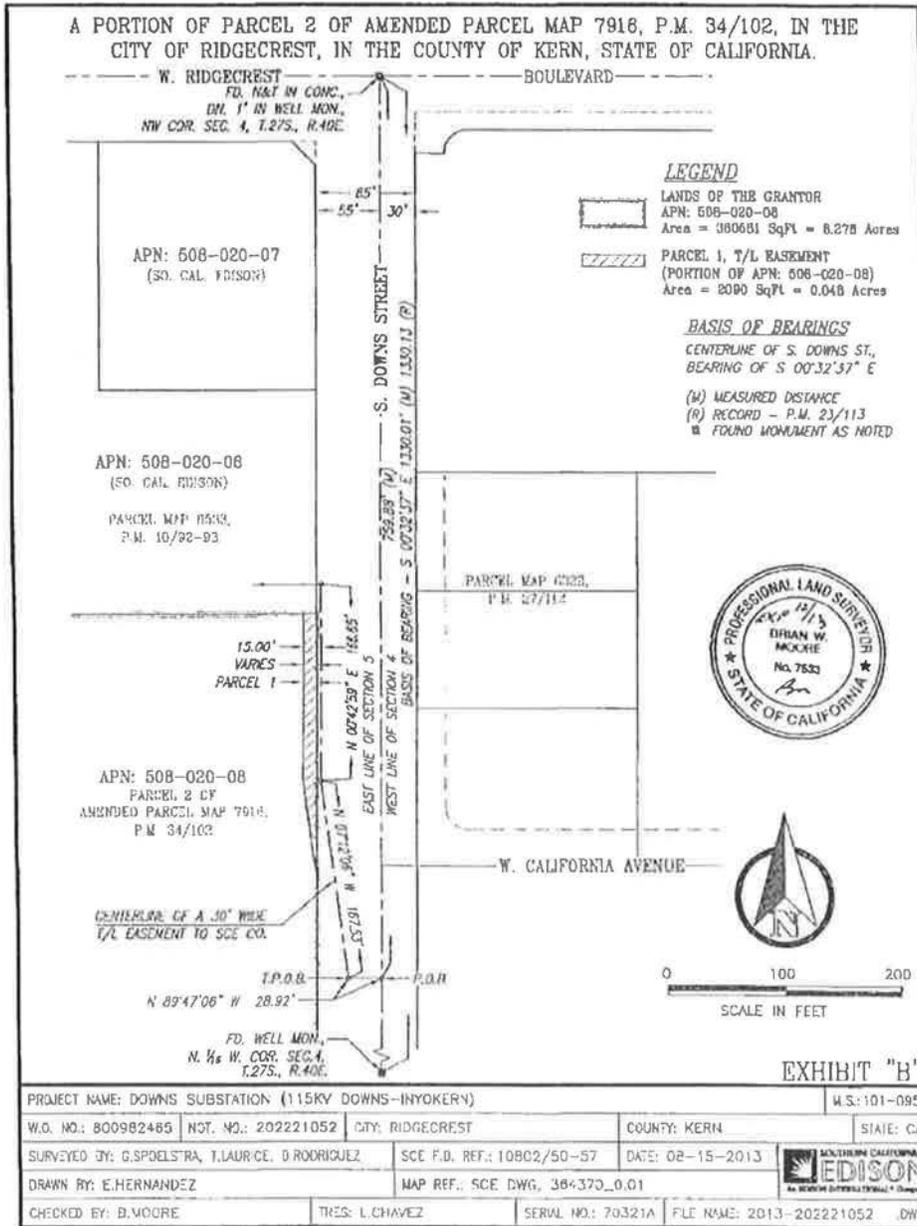
Southern California Edison (SCE) is currently seeking to obtain an easement and right of way to encumber a portion of the subject larger parcel. The subject property is primarily recreational land containing baseball diamonds and accompanying bleachers and outbuildings located in the city of Ridgecrest in Kern County, California. It is identified by the highlighted assessor's plat map on a following page.

The easement being sought will constitute a strip of land 30-feet wide and totaling 2,090 square feet. A map of the easement area is provided on the following page.

The purpose of the easement is to allow SCE to install and maintain electric lines consisting of poles and towers, "H"-frame structures, guy wires, anchors and other above- and below-ground fixtures through the defined area for the purposes of conveying electric energy to be used for light, heat, power, telephone and/or other purposes. The larger parcel consists of assessor parcel numbers 508-020-08 and 508-020-09. Both are owned by the city of Ridgecrest.

The grantor further grants the right of assignment to others without limitation and the right to apportion or divide in whatever manner SCE deems desirable the easements and rights laid out by the grant of easement provided in the Addendum of this report. The grantor also grants the right to SCE to keep the right-of-way strip clear from buildings, brush, equipment, combustible material and other obstructions.

Easement Map





Specifically, SCE seeks "an easement and right of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect and/or remove, at any time and from time to time, electric lines, consisting of poles and towers made of various materials, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, under, on, over, along and across a strip of land of thirty (30.00) feet wide, hereinafter described as "Right of Way Strip," lying within that certain real property of the Grantor..."

A copy of the proposed Grant of Easement, provided by SCE, is included in the Addendum of this report. We recommend the review of this document in its entirety by an expert in the field of title and real estate law.

A copy of the Grant of Easement deed is located in the Addendum of this report.

### **SPECIAL ASSUMPTIONS**

1. The appraisers were provided only the easement map that accompanied the Grant of Easement deed. Our estimate of the easement area is based on the area provided by SCE and described in the Grant of Easement deed included in the addenda of this report. A change to the area of the easement could result in a change to the value conclusions indicated in this report.
2. Based on discussions with SCE, we assume that any damages to the subject property, during the installation of any infrastructure, will be dealt with separately and are not to be considered as part of this analysis.

### **BASIS OF VALUATION**

"Fair Market Value", as defined pursuant to Chapter 1275, Title 7, Part 3 of the California Code of Civil Procedure, entitled: Eminent Domain Law, is as follows:

Fair Market Value . . . Article 4.

Measure of Compensation for Property Taken.

- 1263.320 (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- (b) The fair market value of the property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.
- 1263.330 The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:



- (a) The project for which the property is taken;
- (b) The eminent domain proceeding in which the property is taken;
- (c) Any preliminary actions of the plaintiff relating to the taking of the property.

1263.420 Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following:

- (a) The severance of the remainder from the part taken;
- (b) The construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not damage is caused by a portion of the project located on the part taken.

1263.430 Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken.

The definition of "easement," as provided in the Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010, is as follows:

"The right to use another's land for a stated purpose."

## SUBJECT DATA

Location:	Northwest corner of Church Avenue and South Downs Avenue Ridgecrest, CA 93555
APNs:	508-020-08, -09 (Kern County)
Owner:	City of Ridgecrest
Interest Appraised:	Transmission Line Easement interest
Ownership History:	According to public records, the subject property has not transferred within the past five years. It is our understanding that there are no current agreements, options, or listings of the subject property. Information provided is from public sources and is assumed to be correct, but may be different.
Prior Services:	We have not previously appraised the subject property, or performed any other services relative to this property, within a period three years preceding acceptance of this assignment.
Land Area:	The larger parcel is comprised of 516,186± square feet or 11.85± acres, per Kern County Assessor records.
Zoning:	RSP – Recreation, School, Public Use, as governed by the city of Ridgecrest.
Present Use:	Recreational Land.



Easements, Encumbrances and Title Exceptions:	A title report for the property was not prepared, or reviewed, for this analysis. It is assumed that there are no easements or encumbrances that would negatively impact the value of the subject larger parcel.
Improvements – Larger Parcel:	The larger parcel is used as a park and improved with bleachers, backstops and small storage buildings on the site. It is basically a park with baseball diamonds and outdoor lighting.
Improvements – Easement Area:	The easement area is located along the eastern boundary of the property in a landscaped area.
Topography:	Generally level.
Environmental:	No specific documentation was provided for review. This appraisal assumes no environmental factors to prohibit future development or use.
Hazardous Materials:	No specific documentation was provided for review. This appraisal assumes no hazardous materials.
Highest & Best Use:	<p>We have analyzed the surrounding land uses, zoning map and general plan map and believe the most logical and likely non-public-use zone for the subject larger parcel would be the CS, Service Commercial, zone, which is found across the street from the property and throughout the immediate area. As the concept of highest and best use is an economic one, we have assigned the CS zone to the property by necessity.</p> <p>Therefore, the highest and best use of the subject property, as vacant and ready to accommodate an economic use, would for commercial use when future demand dictates. The property is in the path of urban expansion although there is currently considerable unimproved land in the immediate surroundings and little sign of large-scale development in the neighborhood. The highest and best use of the property as improved is continued use as a park.</p>
Purpose and Intended Use:	The intended use of this report is to assist SCE in negotiations related to the acquisition of the aforementioned easement.
Intended User:	The intended user of this report is SCE and its assigns.

## ACQUISITION DATA

Area to be acquired:	The easement represents a 30-foot-wide transmission line easement totaling 2,090 square feet.
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The approximate size and area of the easement to be acquired is summarized in the table below:

<b>Acquisition Areas</b>				
Parcel	Easement Type	Width (Ft.)	Area (SF)	Area (Acres)
1	Transmission Line	30	2,090	0.0480
<b>Total</b>			<b>2,090</b>	<b>0.0480</b>

Location of easement: At the eastern property line of the parcel.

Severance damages: We have concluded there are no severance damages to the remainder parcel as a result of the parts acquired or construction of the systems in the manner proposed. The subject remainder parcel will be essentially unchanged in the after condition with a minimal impact created by the easement.

The highest and best use of the remainder in the after condition remains the same as the remainder in the before condition.

Project Benefits: None identified.

## VALUATION DATA

Date of Inspection: Jeremy Bagott inspected the subject property on November 19, 2013. Beth B. Finestone, MAI, FRICS inspected the subject property on November 19, 2013. Also present at the inspection was Charles Thomas of SCE.

Date of Value: November 19, 2013

Appraisal Process and Scope of Work: The purpose of this appraisal is to conclude a value for the aforementioned easement that is proposed for the subject property. The sales comparison approach is used in order to conclude an underlying land value as the basis of the easement value. Once a land value is concluded, the value of the easement is determined as a percentage of the underlying value, as it represents less than a full fee acquisition of the land at the subject property.

The sales comparison approach is based on the consideration of comparable land sales and is applicable to the valuation of the land rights to be acquired.

The cost approach is based in part on a replacement cost new of improvements less depreciation. Since the subject property is largely



unimproved land, this approach is not applicable. The income approach is based on an analysis of income produced from the property and expenses to the property. The subject property, in this analysis, is valued as unimproved land, which would typically not produce rental income as is required in this approach; therefore, this approach is not considered applicable to the subject property. Since the cost approach and income approach were determined to have no relevance in this analysis, they were not utilized. Only the sales comparison approach is utilized in this analysis.

We began the appraisal process by searching for comparable sales with similar land use and characteristics to those found at the subject property. Where possible, comparable sales were verified with a party or broker familiar with the transaction. Secondary data sources, such as Costar, First American Title, and the Multiple Listing Services for the subject area were also relied upon for data and information regarding transactions.

In the valuation of easements, it is typical to appraise the larger parcel, before the property is encumbered by the easements, and then again after the property is encumbered with the easements. The difference in value, if any, is the concluded value of the easements (inclusive of any severance damages). In this analysis we considered the diminution to the value of the land area directly affected by the easement, as well as possible damages and/or benefits to the remainder of the larger parcel.

For the purposes of this appraisal, the unit of comparison used is the price per square foot. This unit is the most common unit of comparison used by market participants in the subject market for parcels of similar size to the subject.

Land Valuation:

Recent sales of land with commercial use and zoning were sought to represent the current fair market value of the unencumbered fee interest in the underlying land.

The selection criteria for the comparable land sales are summarized below, including a discussion of the data and a unit value conclusion for the subject.

- Transaction date: January 2011 to present.
- Location: Mojave Desert and surrounding areas, such as the Antelope Valley and Tehachapi.
- Property Type/Use: Land sales in the path of commercial development. All of the data analyzed contains equivalent land-use designations.
- Size: From approximately 0.5 acres to 15 acres. The subject larger



parcel, at nearly 12 acres, could not be meaningfully bracketed with respect to size. The most meaningful comparables found ranged from 0.87 acres to 5.65 acres due to the lack of comparable data.

Considering the following market data, land sales in the area indicate values ranging from \$0.35 to \$9.50 per square foot. Eliminating the outlier at the upper end of the spectrum (which, not coincidentally, is the smallest parcel and benefits by economies of scale), the remaining comparables range from \$0.35 to \$6.87 per square foot, with a stronger still and more relevant predominance for the subject at between \$2.66 and \$3.86 per square foot.

The reader should note that we have assigned the CS, Service Commercial, zone to the subject, as we believe it is the subject's most logical non-public-use zone were the parcel ever to be disposed of by the city. It is a district earmarked for service commercial uses.

The properties at the high end of the range represent prime commercial pads with excellent accessibility and visibility. These have been attractive to national chain retailers wishing to expand into the Mojave Desert. Purchasers of the highest-quality sites in the area have included AutoZone and Dollar General stores.

Although proximate to Ridgecrest Boulevard, one of the main commercial arteries in Ridgecrest, the subject fronts a collector street (South Downs Road) and lacks the type of overall exposure Comparables 2, 3, and 4 afford. Comparables 1, 5 and 6, although situated in the Antelope Valley cities of Palmdale and Lancaster, better reflect many of the subject's characteristics than the comparables at the upper end of the price spectrum.

Comparable 7, a listing that its broker believes will sell at the \$0.35 per square foot level, is considerably inferior to the subject in visibility, access and zoning. It has been used primarily for bracketing purposes due to its location in Ridgecrest.

Based on the comparable data and conversations with brokers in the area, we have concluded to a unit value of \$2.25 per square foot for the subject.

The table on the following page summarizes the comparable sales and the required adjustments.



## Selected Market Data - Land Sales

Item No.	Address/APN	Sale Date		Zoning/ Designation	Topography/ Shape	Land Area (± Acres)	Sale Price		
		Doc No.					Total	Per Square Foot	Per Acre
1	NWC Avenue R & 25th Street East Palmdale, Los Angeles County 3018-028-023, -052, -053, -054 Comments:	7/23/2013 1079658		C-3 General Commercial	Level Rectangular	5.65	\$950,000	\$3.86	\$168,142
This property is considered superior to the subject in location, access/exposure and size. Overall, on a price-per-square-foot basis, it requires a downward adjustment.									
2	Tucker Road n/o Cherry Lane Tehachapi, Kern County 416-040-03 Comments:	5/29/2013 75414		C-3 General Commercial	Level Rectangular	2.44	\$730,000	\$6.87	\$299,180
It is considered slightly superior to the subject in entitlements and superior in size. It is superior in location. Overall, on a price-per-square-foot basis, it requires a downward adjustment.									
3	9611 California City Blvd California City, Kern County 208-381-11 Comments:	5/15/2013 67979		C4 Commercial	Level Square	1.19	\$350,000	\$6.75	\$294,118
It is superior to the subject in access/exposure, in size and in entitlements. In addition, it is considered superior to the subject in site condition; Overall, on a price-per-square-foot basis, it requires a downward adjustment.									
4	2343 State Highway 58 Mojave, Kern County 236-271-05 Comments:	7/24/2012 99573		C-2 Commercial	Level Trapezoid	0.87	\$360,000	\$9.50	\$413,793
It is superior to the subject in access/exposure, superior to the subject in size and it is considered slightly superior to the subject in entitlements. It is inferior to the subject in shape and topography. Overall, on a price-per-square-foot basis, it requires a downward adjustment.									
5	NEC West Avenue J & Genoa Street Lancaster, Los Angeles County 3133-016-053, -062 Comments:	12/8/2011 1662260		C Commercial	Level Highly irregular	2.24	\$260,000	\$2.66	\$116,071
This property is considered superior to the subject in location and size. It is inferior to the subject in shape and topography. Overall, on a price-per-square-foot basis, it requires a downward adjustment.									
6	45403 Division Street Lancaster, Los Angeles County 3137-009-065 Comments:	3/17/2011 406920		HI Heavy Industrial	Level Rectangular	1.10	\$142,000	\$2.96	\$129,091
This property is superior to the subject in location, in access/exposure and in size. In terms of zoning, this property is considered inferior to the subject. Overall, on a price-per-square-foot basis, it requires a downward adjustment.									
7	1300 E Ridgecrest Blvd Ridgecrest 343-361-02 Comments:	Listing		M-1 Industrial	Level None	3.94	\$60,000	\$0.35	\$15,228
This listing is inferior in zoning and location within the city of Ridgecrest. Its shape is irregular, making it also inferior in that regard. It has been on the market more than 900 days and failed to sell at its asking price of \$0.35 per square foot. Overall, on a price-per-square-foot basis, it requires an upward adjustment.									

Easement Area Methodology Overview:	<p>The typical appraisal method for valuing partial interests (as is the case with the easement analyzed in this report), is the <i>before and after</i> method. With this method, the appraiser values the larger parcel before the taking (or easement), and then again after the easement is assumed to be in place. The difference (if any) is the amount attributed to the easement and the value due the owner, inclusive of severance damages and project benefits. However, when lesser takings, or grants, are involved where such a before and after value would likely be nominal (due to impact, location, etc.) another approach and formula is often applied.</p> <p>This other formula, which is utilized in this analysis, essentially estimates the value of the part taken (as part of the whole), adds damages to the larger parcel (if any), subtracts benefits (if any), and the difference is the value of the property interest in question. This method is based on the premise that property ownership is known as a "bundle of rights," whereby an ownership can be divided into separate "sticks" that comprise the "bundle." For example, certain sticks or rights represent the right to use the surface of the land, or the air rights around an airport, or the subsurface rights to acquire the right to run a pipeline.</p> <p>This latter method has been determined as the appropriate methodology in this report.</p> <p>Our analysis of the subject property and the proposed easement has resulted in a conclusion that there are no severance damages or project benefits as the result of the proposed easement. This is based on the fact that the easement will have no effect on the value of the remainder parcel in the after condition.</p>
Easement Area as a Percentage of Fee:	<p>With implementation of the easement, SCE will have the right construct an overhead electrical supply system and communication system which may consist of poles and towers made of various materials, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures. The proposed easement results in an acquisition of air rights that will have a significant impact to the surface rights in the easement area.</p> <p>Based upon the use to which the easements will be put and the significant restrictions imposed by the grant of easement, we have concluded that the proposed acquisitions result in an 85% diminution of value associated with the fee value of the underlying land.</p>

**VALUE CONCLUSION**

**Reconciliation:** The sales noted in the preceding section represent the market activity for development land in the subject market area. Through an analysis of these sales, it is concluded that the sales are applicable for concluding to a value of \$2.25 per square foot for the subject property.

Further, our analysis of the impact of the easement on the underlying land of the subject property has led to a determination that the easement type will result in an 85% diminution in value to the directly affected underlying land areas. As the remainder parcel will be unaffected by the easement, there are no severance damages or special benefits associated with the easement.

**Easement Valuation:** The subject easement acquired consists of an area totaling approximately 2,090 square feet. This easement area was derived from project plans and information that were provided by SCE. A change in these plans, and/or area sizes, could significantly alter the conclusions of this report.

The following table summarizes the value of the easement:

Easement Valuation				
Easement	Area (SF)	Price	% Rights	Indication
T/L Easement	2,090	x \$2.25	x 85%	= \$3,997.13
<b>Total</b>	<b>2,090</b>			<b>\$3,997.13</b>

**Concluded Easement Value: \$3,997.13**

**Concluded Value (Rounded): \$4,000.00**

**FOUR THOUSAND DOLLARS  
(\$4,000).**

We have read the Statement of Valuation Data and it fairly and correctly states our opinions and knowledge as to the matters herein stated. This Appraisal Summary Statement is subject to the attached Certification and Assumptions and Limiting Conditions.



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Jeremy Bagott  
Certified General Real Estate Appraiser  
California Certificate # AG031250  
Telephone: (818) 290-5438  
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## Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Jeremy Bagott and Beth B. Finestone made personal inspections of the property that is the subject of this report.
12. No other person has provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report Beth B. Finestone has completed the continuing education program of the Appraisal Institute.



15. As of the date of this report Jeremy Bagott has completed the Standards and Ethics Education Requirement of the Appraisal Institute for associate members.



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## Assumptions and Limiting Conditions

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.



7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
9. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
10. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
11. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
12. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
13. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
14. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
15. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
16. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.



17. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
18. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
19. Integra Realty Resources – Los Angeles is not a building or environmental inspector. Integra – Los Angeles does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
20. It is expressly acknowledged that in any action which may be brought against Integra Realty Resources – Los Angeles, Integra Realty Resources, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the “Integra Parties”), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
21. Integra Realty Resources – Los Angeles, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client’s use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
22. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information,



data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Integra Realty Resources, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

23. The appraisal is also subject to the following **Special Assumptions**:

- a. The appraisers were provided only the easement map that accompanied the Grant of Easement deed. Our estimate of the easement area is based on the area provided by SCE and described in the Grant of Easement deed included in the addenda of this report. A change to the area of the easement could result in a change to the value conclusions indicated in this report.
- b. Based on discussions with SCE, we assume that any damages to the subject property, during the installation of any infrastructure, will be dealt with separately and are not to be considered as part of this analysis.

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

**SUBJECT:**

Investment Reports for quarter ending March 31, 2014

**PRESENTED BY:**

Rachell McQuiston, Finance Director/City Treasurer

**SUMMARY:**

Government Code Section 53646 and the City's Investment Policy require that Treasurer of the City of Ridgecrest submit a quarterly investment report to the City Council on a quarterly basis. The attached reports show the summary of investments for quarters ending March 31, 2014. The reports show where the City's money is invested, value, yield and interest accrued.

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

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

**FISCAL IMPACT:**

None

**ACTION REQUESTED:**

Receive and file the attached investment report.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested

Submitted By: Rachelle McQuiston

Action Date: May. 21, 2014

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**City of Ridgecrest**  
**QUARTERLY INVESTMENT REPORT**  
**For the Quarter Ending March 31, 2014**

<b>Investments</b>	<b>Balance 12/31/2013</b>	<b>Deposit</b>	<b>Withdrawals</b>	<b>Balance 3/31/2014</b>	<b>Current Yield</b>	<b>Accrued Qtrly Interest</b>
Union Bank of California-Checking	3,833,190.33	7,099,495.98	(8,123,874.09)	2,808,812.22		
LAIF Accounts-City	13,720,543.57	2,017,025.25	(8,316.01)	15,729,252.81	0.23%	8,839.87
LAIF Accounts-Assessment Dist	448,965.03	289.28	-	449,254.31	0.23%	255.36
LAIF Accounts-RDA	22,632,999.17	17,025.25	-	22,650,024.42	0.23%	12,874.49
<b>Total Cash Balances</b>	<b>40,635,698.10</b>	<b>9,133,835.76</b>	<b>(8,132,190.10)</b>	<b>41,637,343.76</b>		<b>21,969.72</b>

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

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

**V. Rachelle  
McQuiston**

Digitally signed by V. Rachelle McQuiston  
 DN: cn=V. Rachelle McQuiston, o=V. Rachelle McQuiston  
 c=United States, e=V. Rachelle McQuiston@cityofridgecrest.ca.gov, ou=Finance  
 Reason: I am approving this document.  
 Location:  
 Date: 2014-05-07 10:45:07-0700

Reviewed by Rachelle McQuiston  
 Finance Director

**Tess  
Sloan**

Digitally signed by Tess  
 Sloan  
 DN: cn=Tess Sloan, gn=Tess  
 Sloan, c=United States, In=US  
 e=City of Ridgecrest,  
 ou=Finance Department,  
 e=tsloan@ridgecrest-ca.gov  
 Reason: I have reviewed this  
 document.  
 Date: 2014-05-07  
 05:17:07-0700

Prepared by Tess Sloan  
 Assistant Finance Director

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

<b>SUBJECT:</b> Resolution adopting the salary schedule as required by Title 2, Section 570.5 of CCR
<b>PRESENTED BY:</b> Rachelle McQuiston, Director of Finance
<b>SUMMARY:</b>  This resolution formally adopts the attached salary schedules in order for the City to be in compliance with Title 2, Section 570.5 of the California Code of Regulations.  The salary schedules attached were derived from the most current council approved Memorandum of Understanding from each of the employee groups and they are updated to reflect any cost of living increases if such provisions existed in their respective MOUs. Resolution 11-71 approved PEAR MOU which is effective for three fiscal years ending in June 30, 2014. Resolution 11-72 approved UFCW Local 8 which is effective for three fiscal years ending in June 30, 2014. Mid-Management and Confidential compensation agreements were not revised since it expired in June 30, 2011. The salary schedules for these groups remain unchanged since July 1, 2010.  The positions and compensations listed on these schedules were included in the approved annual budget for FY 2013-2014.
<b>FISCAL IMPACT:</b> None Reviewed by Director of Finance
<b>ACTION REQUESTED:</b> Approve resolution adopting the compensation plan and salary schedule
<b>CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:</b>  Action as requested: Approve to adopt the salary schedule

Submitted by: Tess Sloan  
(Rev. 2-14-07)

Action Date: May 21, 2014

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**RESOLUTION NO. 14-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
RIDGECREST, APPROVING THE ATTACHED SALARY SCHEDULES  
FOR EMPLOYEE CLASSIFICATIONS**

**WHEREAS**, Title 2, Section 570.5 of the California Code of Regulations requires the City of Ridgecrest Salary Schedule be approved by the governing body in accordance with the requirement of the applicable public meeting laws; and

**WHEREAS**, an updated Salary Schedule will be submitted to Council each fiscal year; and

**WHEREAS**, the Salary Schedule identifies all the positions established and approved by the City Council and will be accessible for public review through the City of Ridgecrest internet website; and

**WHEREAS**, the Salary Schedule shows the grade/step salary pay for all City of Ridgecrest approved and established job positions; and

**WHEREAS**, the Salary Schedule has been updated based on allowed cost of living increases, if there is any stated on the approved Memorandum of Understanding of the respective bargaining groups;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Ridgecrest hereby adopts the attached Salary Schedules as required by Title 2, Section 570.5 of the California Code of Regulations.

**APPROVED AND ADOPTED**, this 21<sup>st</sup> day of May 2014 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Daniel O. Clark, Mayor

ATTEST:

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Ricca Charlon  
Deputy City Clerk

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**Salary Schedule for Management (Department Heads) & City Council**  
**Effective on July 1, 2013 to June 30, 2014**

JOB TITLE	GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
City Council	1	Monthly	774.00									
City Manager	999	Hourly	38.02	41.07	44.35	47.90	51.73	55.87	60.34	65.17	70.38	76.01
		Monthly	6,590.72	7,117.98	7,687.42	8,302.41	8,966.61	9,683.93	10,458.65	11,295.34	12,198.97	13,174.88
City Clerk	950	Hourly	31.42	33.94	36.65	39.59	42.75	45.83	49.50	53.46	57.74	62.82
		Monthly	5,446.86	5,882.61	6,353.22	6,861.48	7,410.39	7,944.25	8,579.79	9,266.17	10,007.46	10,888.31
Chief of Police	950	Hourly	31.42	33.94	36.65	39.59	42.75	46.17	49.87	53.86	58.16	62.82
		Monthly	5,446.86	5,882.61	6,353.22	6,861.48	7,410.39	8,003.23	8,643.48	9,334.96	10,081.76	10,888.31
Director of Community Dev	950	Hourly	31.42	33.94	36.65	39.59	42.75	45.83	49.50	53.46	57.74	62.82
		Monthly	5,446.86	5,882.61	6,353.22	6,861.48	7,410.39	7,944.25	8,579.79	9,266.17	10,007.46	10,888.31
Director of Parks and Recreation	950	Hourly	31.42	33.94	36.65	39.59	42.75	46.17	49.87	53.86	58.16	62.82
		Monthly	5,446.86	5,882.61	6,353.22	6,861.48	7,410.39	8,003.23	8,643.48	9,334.96	10,081.76	10,888.31
Director of Public Works	950	Hourly	31.42	33.94	36.65	39.59	42.75	46.17	49.87	53.86	58.16	62.82
		Monthly	5,446.86	5,882.61	6,353.22	6,861.48	7,410.39	8,003.23	8,643.48	9,334.96	10,081.76	10,888.31

Each department head has his/her own employment contract.

**Salary Schedule for Mid-Management for FY 2013-2014**  
**Effective on July 1, 2013 to June 30, 2014**

JOB TITLE	GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
Accounting Manager	635	Hourly	31.40	32.97	34.62	36.35	38.17	40.08	41.08	42.11	43.16	44.24	45.35
		Monthly	5,443.22	5,715.38	6,001.15	6,301.21	6,616.27	6,947.08	7,120.76	7,298.78	7,481.25	7,668.28	7,859.99
Administrative Analyst III	665	Hourly	28.96	30.41	31.93	33.53	35.21	36.97	37.89	38.84	39.81	40.80	41.82
		Monthly	5,020.37	5,271.39	5,534.96	5,811.71	6,102.30	6,407.41	6,567.60	6,731.79	6,900.08	7,072.58	7,249.40
Assistant Finance Director	636	Hourly	34.62	36.35	38.17	40.08	42.08	44.19	45.29	46.42	47.59	48.77	49.99
		Monthly	6,001.16	6,301.22	6,616.28	6,947.10	7,294.45	7,659.17	7,850.65	8,046.92	8,248.09	8,454.30	8,665.65
Chief Plant Operator	593	Hourly	25.29	26.55	27.88	29.27	30.74	32.27	33.08	33.91	34.75	35.62	36.51
		Monthly	4,383.01	4,602.16	4,832.27	5,073.88	5,327.58	5,593.96	5,733.80	5,877.15	6,024.08	6,174.68	6,329.05
City Clerk	905	Hourly	37.91	39.81	41.80	43.89	46.08	48.39	49.60	50.84	52.11	53.41	54.74
		Monthly	6,571.34	6,899.91	7,244.91	7,607.15	7,987.51	8,386.89	8,596.56	8,811.47	9,031.76	9,257.55	9,488.99
City Engineer	653	Hourly	33.88	35.58	37.36	39.23	41.19	43.25	44.33	45.44	46.57	47.74	48.93
		Monthly	5,873.33	6,167.00	6,475.35	6,799.11	7,139.07	7,496.02	7,683.42	7,875.51	8,072.40	8,274.21	8,481.06
City Planner	653	Hourly	33.88	35.58	37.36	39.23	41.19	43.25	44.33	45.44	46.57	47.74	48.93
		Monthly	5,873.33	6,167.00	6,475.35	6,799.11	7,139.07	7,496.02	7,683.42	7,875.51	8,072.40	8,274.21	8,481.06
Economic Dev. Project Manager	630	Hourly	30.54	32.07	33.68	35.36	37.13	38.98	39.96	40.96	41.98	43.03	44.11
		Monthly	5,294.35	5,559.06	5,837.02	6,128.87	6,435.31	6,757.08	6,926.00	7,099.15	7,276.63	7,458.55	7,645.01
Information Systems Manager	653	Hourly	33.88	35.58	37.36	39.23	41.19	43.25	44.33	45.44	46.57	47.74	48.93
		Monthly	5,873.33	6,167.00	6,475.35	6,799.11	7,139.07	7,496.02	7,683.42	7,875.51	8,072.40	8,274.21	8,481.06
Parks Maintenance Supervisor	598	Hourly	25.89	27.19	28.55	29.98	31.47	33.05	33.87	34.72	35.59	36.48	37.39
		Monthly	4,488.35	4,712.76	4,948.40	5,195.82	5,455.61	5,728.39	5,871.60	6,018.39	6,168.85	6,323.07	6,481.15
Police Captain	877	Hourly	33.88	35.57	37.35	39.22	41.18	43.24	44.33	45.43	46.57	47.73	48.92
		Monthly	5,872.34	6,165.96	6,474.26	6,797.97	7,137.87	7,494.78	7,683.16	7,874.52	8,071.49	8,273.28	8,480.11
Public Works Maint. Coordinator	220	Hourly	20.72	21.75	22.84	23.98	25.18	26.44	27.10	27.78	28.47	29.18	29.91
		Monthly	3,590.65	3,770.18	3,958.69	4,156.63	4,364.46	4,582.68	4,697.25	4,814.68	4,935.05	5,058.42	5,184.89
Public Works Supervisor	598	Hourly	25.89	27.19	28.55	29.98	31.47	33.05	33.87	34.72	35.59	36.48	37.39
		Monthly	4,488.35	4,712.76	4,948.40	5,195.82	5,455.61	5,728.39	5,871.60	6,018.39	6,168.85	6,323.07	6,481.15
Recreation Supervisor	598	Hourly	25.89	27.19	28.55	29.98	31.47	33.05	33.87	34.72	35.59	36.48	37.39
		Monthly	4,488.35	4,712.76	4,948.40	5,195.82	5,455.61	5,728.39	5,871.60	6,018.39	6,168.85	6,323.07	6,481.15
Transit Services Coordinator	667	Hourly	33.31	34.97	36.72	38.56	40.49	42.51	43.57	44.66	45.78	46.92	48.10
		Monthly	5,773.44	6,062.11	6,365.22	6,683.48	7,017.65	7,368.53	7,552.75	7,741.57	7,935.10	8,133.48	8,336.82
Transit Supervisor	555	Hourly	21.01	22.06	23.16	24.32	25.54	26.81	27.48	28.17	28.87	29.60	30.34
		Monthly	3,641.49	3,823.57	4,014.74	4,215.48	4,426.25	4,647.57	4,763.76	4,882.85	5,004.92	5,130.04	5,258.30
Assistant PW Dir/ City Engineer	660	Hourly	40.09	42.09	44.20	46.41	48.73	51.17	52.45	53.76	55.10	56.48	57.89
		Monthly	6,948.92	7,296.36	7,661.18	8,044.24	8,446.45	8,868.77	9,090.49	9,317.76	9,550.70	9,789.47	10,034.20

Most current compensation agreement for this group expired on July 01, 2011

**Salary Schedule for Confidential Group**  
Effective on July 1, 2013 to June 30, 2014

TITLE	GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
Account Clerk I	467	Hourly	11.87	12.46	13.09	13.74	14.43	15.15	15.53	15.91	16.31	16.72	17.14
		Monthly	2,057.26	2,160.12	2,268.13	2,381.53	2,500.61	2,625.64	2,691.28	2,758.56	2,827.53	2,898.22	2,970.67
Account Clerk II	468	Hourly	13.65	14.33	15.05	15.80	16.59	17.42	17.86	18.30	18.76	19.23	19.71
		Monthly	2,365.86	2,484.15	2,608.36	2,738.78	2,875.72	3,019.51	3,094.99	3,172.37	3,251.68	3,332.97	3,416.29
Accountant I -Accountant Training	555	Hourly	21.01	22.06	23.16	24.32	25.54	26.81	27.48	28.17	28.87	29.60	30.34
		Monthly	3,641.49	3,823.57	4,014.74	4,215.48	4,426.25	4,647.57	4,763.76	4,882.85	5,004.92	5,130.04	5,258.30
Accountant	559	Hourly	25.89	27.19	28.55	29.98	31.47	33.05	33.87	34.72	35.59	36.48	37.39
		Monthly	4,488.36	4,712.78	4,948.42	5,195.84	5,455.63	5,728.41	5,871.62	6,018.42	6,168.88	6,323.10	6,481.18
Accounting Technician	535	Hourly	18.32	19.23	20.19	21.20	22.26	23.38	23.96	24.56	25.18	25.80	26.45
		Monthly	3,174.95	3,333.69	3,500.38	3,675.40	3,859.17	4,052.13	4,153.43	4,257.26	4,363.70	4,472.79	4,584.61
Administrative Aide -Finance	570	Hourly	25.16	26.41	27.74	29.12	30.58	32.11	32.91	33.73	34.58	35.44	36.33
		Monthly	4,360.46	4,578.48	4,807.41	5,047.78	5,300.17	5,565.17	5,704.30	5,846.91	5,993.08	6,142.91	6,296.48
Administrative Analyst I	663	Hourly	22.90	24.05	25.25	26.51	27.84	29.23	29.96	30.71	31.48	32.27	33.07
		Monthly	3,970.03	4,168.53	4,376.95	4,595.80	4,825.59	5,066.87	5,193.54	5,323.38	5,456.47	5,592.88	5,732.70
Administrative Analyst II	664	Hourly	23.46	24.64	25.87	27.16	28.52	29.95	30.70	31.46	32.25	33.06	33.88
		Monthly	4,067.08	4,270.43	4,483.95	4,708.15	4,943.56	5,190.73	5,320.50	5,453.52	5,589.85	5,729.60	5,872.84
Administrative Assistant - Finance	557	Hourly	24.32	25.54	26.81	28.16	29.56	31.04	31.82	32.61	33.43	34.26	35.12
		Monthly	4,215.73	4,426.51	4,647.84	4,880.23	5,124.24	5,380.45	5,514.97	5,652.84	5,794.16	5,939.01	6,087.49
Administrative Assistant - HR	557	Hourly	24.32	25.54	26.81	28.16	29.56	31.04	31.82	32.61	33.43	34.26	35.12
		Monthly	4,215.73	4,426.51	4,647.84	4,880.23	5,124.24	5,380.45	5,514.97	5,652.84	5,794.16	5,939.01	6,087.49
Administrative Asst - Public Relations	535	Hourly	18.31	19.22	20.19	21.20	22.26	23.37	23.95	24.55	25.16	25.79	26.44
		Monthly	3,173.63	3,332.31	3,498.93	3,673.87	3,857.57	4,050.44	4,151.71	4,255.50	4,361.89	4,470.93	4,582.71
Administrative Assistant - RM	555	Hourly	21.01	22.06	23.16	24.32	25.54	26.81	27.48	28.17	28.87	29.60	30.34
		Monthly	3,641.49	3,823.57	4,014.74	4,215.48	4,426.25	4,647.57	4,763.76	4,882.85	5,004.92	5,130.04	5,258.30
Administrative Clerk II	551	Hourly	14.49	15.21	15.97	16.77	17.61	18.49	18.95	19.42	19.91	20.41	20.92
		Monthly	2,511.01	2,636.56	2,768.39	2,906.81	3,052.15	3,204.76	3,284.88	3,367.00	3,451.17	3,537.45	3,625.89
Admin Secretary Confidential	200	Hourly	15.77	16.56	17.38	18.25	19.16	20.12	20.63	21.14	21.67	22.21	22.77
		Monthly	2,732.95	2,869.59	3,013.07	3,163.73	3,321.91	3,488.01	3,575.21	3,664.59	3,756.20	3,850.11	3,946.36
Collections Officer	520	Hourly	16.94	17.78	18.67	19.61	20.59	21.62	22.16	22.71	23.28	23.86	24.46
		Monthly	2,935.85	3,082.64	3,236.78	3,398.61	3,568.54	3,746.97	3,840.65	3,936.66	4,035.08	4,135.96	4,239.35
Cultural Affairs Coordinator II	539	Hourly	15.06	15.81	16.60	17.43	18.30	19.22	19.70	20.19	20.70	21.21	21.74
		Monthly	2,610.05	2,740.56	2,877.58	3,021.46	3,172.54	3,331.16	3,414.44	3,499.80	3,587.30	3,676.98	3,768.91
Deputy City Clerk	557	Hourly	24.32	25.54	26.81	28.16	29.56	31.04	31.82	32.61	33.43	34.26	35.12
		Monthly	4,215.73	4,426.51	4,647.84	4,880.23	5,124.24	5,380.45	5,514.97	5,652.84	5,794.16	5,939.01	6,087.49
Executive Secretary	523	Hourly	18.13	19.04	19.99	20.99	22.04	23.14	23.72	24.31	24.92	25.54	26.18
		Monthly	3,142.90	3,300.04	3,465.04	3,638.30	3,820.21	4,011.22	4,111.50	4,214.29	4,319.65	4,427.64	4,538.33
Human Resources	555	Hourly	21.01	22.06	23.16	24.32	25.54	26.81	27.48	28.17	28.87	29.60	30.34

**Salary Schedule for Confidential Group**  
Effective on July 1, 2013 to June 30, 2014

TITLE	GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
Assistant	555	Monthly	3,641.49	3,823.57	4,014.74	4,215.48	4,426.25	4,647.57	4,763.76	4,882.85	5,004.92	5,130.04	5,258.30
Information Systems Specialist	625	Hourly	22.64	23.77	24.96	26.21	27.52	28.90	29.62	30.36	31.12	31.90	32.69
		Monthly	3,924.44	4,120.66	4,326.70	4,543.03	4,770.18	5,008.69	5,133.91	5,262.26	5,393.81	5,528.66	5,666.87
Information Systems Technician	535	Hourly	18.32	19.23	20.19	21.20	22.26	23.38	23.96	24.56	25.18	25.80	26.45
		Monthly	3,174.95	3,333.69	3,500.38	3,675.40	3,859.17	4,052.13	4,153.43	4,257.26	4,363.70	4,472.79	4,584.61
Junior Accountant	555	Hourly	21.01	22.06	23.16	24.32	25.54	26.81	27.48	28.17	28.87	29.60	30.34
		Monthly	3,641.49	3,823.57	4,014.74	4,215.48	4,426.25	4,647.57	4,763.76	4,882.85	5,004.92	5,130.04	5,258.30
Payroll Technician I	590	Hourly	21.28	22.35	23.46	24.64	25.87	27.16	27.84	28.54	29.25	29.98	30.73
		Monthly	3,688.83	3,873.27	4,066.93	4,270.28	4,483.79	4,707.98	4,825.68	4,946.32	5,069.98	5,196.73	5,326.65
Payroll Technician II	591	Hourly	23.41	24.58	25.81	27.10	28.45	29.88	30.62	31.39	32.17	32.98	33.80
		Monthly	4,057.70	4,260.58	4,473.61	4,697.29	4,932.16	5,178.77	5,308.24	5,440.94	5,576.96	5,716.39	5,859.30
Personnel Analyst	680	Hourly	26.82	28.16	29.57	31.05	32.60	34.23	35.08	35.96	36.86	37.78	38.73
		Monthly	4,648.71	4,881.15	5,125.21	5,381.47	5,650.54	5,933.07	6,081.39	6,233.43	6,389.26	6,549.00	6,712.72
Secretary-Confidential	480	Hourly	13.74	14.43	15.15	15.91	16.71	17.54	17.98	18.43	18.89	19.36	19.85
		Monthly	2,382.31	2,501.43	2,626.50	2,757.82	2,895.71	3,040.50	3,116.51	3,194.42	3,274.29	3,356.14	3,440.05
Senior Secretary -Police	508	Hourly	17.13	17.98	18.88	19.82	20.82	21.86	22.40	22.96	23.54	24.13	24.73
		Monthly	2,968.33	3,116.75	3,272.59	3,436.22	3,608.03	3,788.43	3,883.14	3,980.22	4,079.72	4,181.72	4,286.26
Senior Bus Driver/ Transit Dispatcher	181	Hourly	14.30	15.01	15.76	16.55	17.38	18.24	18.70	19.17	19.65	20.14	20.64
		Monthly	2,477.83	2,601.73	2,731.81	2,868.40	3,011.82	3,162.41	3,241.48	3,322.51	3,405.57	3,490.71	3,577.98
Systems Analyst	680	Hourly	26.82	28.16	29.57	31.05	32.60	34.23	35.08	35.96	36.86	37.78	38.73
		Monthly	4,648.71	4,881.15	5,125.21	5,381.47	5,650.54	5,933.07	6,081.39	6,233.43	6,389.26	6,549.00	6,712.72
WIA Grant Program Coordinator	797	Hourly	10.00	10.50	11.03	11.58	12.16	12.76	13.08	13.41	13.74	14.09	14.44
		Monthly	1,733.33	1,820.00	1,911.00	2,006.55	2,106.88	2,212.22	2,267.53	2,324.22	2,382.32	2,441.88	2,502.93

Most current compensation agreement for this group expired on July 01, 2011

**Salary Schedule for PEAR for FY 2013-2014**  
**Effective on July 1, 2013 to June 30, 2014**

JOB TITLE		GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
Animal Control Officer	772	Hourly	13.63	14.31	15.03	15.78	16.57	17.40	17.83	18.28	18.74	19.21	
		Monthly	2,363.00	2,481.15	2,605.21	2,735.47	2,872.24	3,015.85	3,091.25	3,168.53	3,247.74	3,328.94	
Animal Control Supervisor	802	Hourly	15.78	16.57	17.40	18.27	19.18	20.14	20.64	21.16	21.69	22.23	
		Monthly	2,735.00	2,871.75	3,015.34	3,166.10	3,324.41	3,490.63	3,577.90	3,667.34	3,759.03	3,853.00	
Police Dispatch	816	Hourly	16.66	17.49	18.36	19.28	20.25	21.26	21.79	22.33	22.89	23.46	
		Monthly	2,887.00	3,031.35	3,182.92	3,342.06	3,509.17	3,684.62	3,776.74	3,871.16	3,967.94	4,067.14	
Kennel Attendant	762	Hourly	11.42	11.99	12.59	13.22	13.88	14.58	14.94	15.32	15.70	16.09	
		Monthly	1,980.00	2,079.00	2,182.95	2,292.10	2,406.70	2,527.04	2,590.21	2,654.97	2,721.34	2,789.38	
Property Evidence Clerk	151	Hourly	12.36	12.98	13.62	14.31	15.02	15.77	16.17	16.57	16.98	17.41	
		Monthly	2,142.00	2,249.10	2,361.56	2,479.63	2,603.61	2,733.80	2,802.14	2,872.19	2,944.00	3,017.60	
Police Officer	837	Hourly	22.31	23.43	24.60	25.83	27.12	28.47					
		Monthly	3,867.00	4,060.35	4,263.37	4,476.54	4,700.36	4,935.38					
Police Sergeant	867	Hourly	30.19	31.70	33.28	34.95							
		Monthly	5,233.00	5,494.65	5,769.38	6,057.85							

Notes: Police Officer steps were compressed to 6 steps while Police Sergeant steps were compressed to four

## Salary Schedule for UFCW Local 8 for FY 2013-2014

Effective on July 1, 2013 to June 30, 2014

TITLE	GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12**
Code Enforcement Officer	221	Hourly	16.94	17.79	18.67	19.61	20.59	21.62	22.16	22.71	23.28	23.86	24.46	25.07
		Monthly	2,936.00	3,082.80	3,236.94	3,398.79	3,568.73	3,747.16	3,840.84	3,936.86	4,035.28	4,136.17	4,239.57	4,345.56
Community Dev Technician	201	Hourly	15.77	16.56	17.38	18.25	19.17	20.12	20.63	21.14	21.67	22.21	22.77	23.34
		Monthly	2,733.00	2,869.65	3,013.13	3,163.79	3,321.98	3,488.08	3,575.28	3,664.66	3,756.28	3,850.18	3,946.44	4,045.10
Cultural Affairs Coordinator I	538	Hourly	13.59	14.27	14.99	15.73	16.52	17.35	17.78	18.23	18.68	19.15	19.63	20.12
		Monthly	2,356.00	2,473.80	2,597.49	2,727.36	2,863.73	3,006.92	3,082.09	3,159.14	3,238.12	3,319.08	3,402.05	3,487.10
Transit Driver	140	Hourly	11.48	12.05	12.66	13.29	13.95	14.65	15.02	15.39	15.78	16.17	16.58	16.99
		Monthly	1,990.00	2,089.50	2,193.98	2,303.67	2,418.86	2,539.80	2,603.30	2,668.38	2,735.09	2,803.46	2,873.55	2,945.39
Engineer I	280	Hourly	23.79	24.98	26.23	27.54	28.92	30.36	31.12	31.90	32.70	33.52	34.35	35.21
		Monthly	4,123.86	4,330.05	4,546.56	4,773.88	5,012.58	5,263.21	5,394.79	5,529.66	5,667.90	5,809.60	5,954.84	6,103.71
Engineer II	285	Hourly	27.42	28.79	30.23	31.75	33.33	35.00	35.88	36.77	37.69	38.63	39.60	40.59
		Monthly	4,753.44	4,991.11	5,240.67	5,502.70	5,777.84	6,066.73	6,218.40	6,373.86	6,533.20	6,696.53	6,863.95	7,035.54
Engineer III	295	Hourly	28.73	30.17	31.68	33.26	34.92	36.67	37.59	38.53	39.49	40.48	41.49	42.53
		Monthly	4,980.23	5,229.24	5,490.70	5,765.24	6,053.50	6,356.18	6,515.08	6,677.96	6,844.91	7,016.03	7,191.43	7,371.22
Engineering Technician III	242	Hourly	24.47	25.69	26.98	28.32	29.74	31.23	32.01	32.81	33.63	34.47	35.33	36.21
		Monthly	4,241.00	4,453.05	4,675.70	4,909.49	5,154.96	5,412.71	5,548.03	5,686.73	5,828.90	5,974.62	6,123.98	6,277.08
Equipment Operator	200	Hourly	15.77	16.56	17.38	18.25	19.17	20.12	20.63	21.14	21.67	22.21	22.77	23.34
		Monthly	2,733.00	2,869.65	3,013.13	3,163.79	3,321.98	3,488.08	3,575.28	3,664.66	3,756.28	3,850.18	3,946.44	4,045.10
Fleet Mechanic I	243	Hourly	18.16	19.06	20.02	21.02	22.07	23.17	23.75	24.34	24.95	25.58	26.22	26.87
		Monthly	3,147.00	3,304.35	3,469.57	3,643.05	3,825.20	4,016.46	4,116.87	4,219.79	4,325.29	4,433.42	4,544.25	4,657.86
Fleet Mechanic II	245	Hourly	20.12	21.12	22.18	23.29	24.45	25.68	26.32	26.98	27.65	28.34	29.05	29.78
		Monthly	3,487.00	3,661.35	3,844.42	4,036.64	4,238.47	4,450.39	4,561.65	4,675.69	4,792.59	4,912.40	5,035.21	5,161.09
Fleet Mechanic III	250	Hourly	20.62	21.65	22.73	23.87	25.06	26.32	26.97	27.65	28.34	29.05	29.77	30.52
		Monthly	3,574.00	3,752.70	3,940.34	4,137.35	4,344.22	4,561.43	4,675.47	4,792.35	4,912.16	5,034.97	5,160.84	5,289.86
Garage Foreman	250	Hourly	20.62	21.65	22.73	23.87	25.06	26.32	26.97	27.65	28.34	29.05	29.77	30.52
		Monthly	3,574.00	3,752.70	3,940.34	4,137.35	4,344.22	4,561.43	4,675.47	4,792.35	4,912.16	5,034.97	5,160.84	5,289.86
Maintenance Worker I	150	Hourly	12.35	12.97	13.62	14.30	15.01	15.76	16.16	16.56	16.98	17.40	17.84	18.28
		Monthly	2,141.00	2,248.05	2,360.45	2,478.48	2,602.40	2,732.52	2,800.83	2,870.85	2,942.62	3,016.19	3,091.59	3,168.88
Maintenance Worker II	170	Hourly	13.62	14.30	15.01	15.76	16.55	17.38	17.81	18.26	18.71	19.18	19.66	20.15
		Monthly	2,360.00	2,478.00	2,601.90	2,732.00	2,868.59	3,012.02	3,087.33	3,164.51	3,243.62	3,324.71	3,407.83	3,493.02
Maintenance Worker III	183	Hourly	15.01	15.76	16.54	17.37	18.24	19.15	19.63	20.12	20.62	21.14	21.67	22.21
		Monthly	2,601.00	2,731.05	2,867.60	3,010.98	3,161.53	3,319.61	3,402.60	3,487.66	3,574.86	3,664.23	3,755.83	3,849.73
Office Assistant I	130	Hourly	10.56	11.09	11.65	12.23	12.84	13.48	13.82	14.16	14.52	14.88	15.25	15.63
		Monthly	1,831.00	1,922.55	2,018.68	2,119.61	2,225.59	2,336.87	2,395.29	2,455.18	2,516.56	2,579.47	2,643.96	2,710.05
Office Assistant II	150	Hourly	12.35	12.97	13.62	14.30	15.01	15.76	16.16	16.56	16.98	17.40	17.84	18.28
		Monthly	2,141.00	2,248.05	2,360.45	2,478.48	2,602.40	2,732.52	2,800.83	2,870.85	2,942.62	3,016.19	3,091.59	3,168.88
Planning Technician I	200	Hourly	15.77	16.56	17.38	18.25	19.17	20.12	20.63	21.14	21.67	22.21	22.77	23.34
		Monthly	2,733.00	2,869.65	3,013.13	3,163.79	3,321.98	3,488.08	3,575.28	3,664.66	3,756.28	3,850.18	3,946.44	4,045.10
Planning Technician II	265	Hourly	21.65	22.73	23.87	25.06	26.32	27.63	28.32	29.03	29.76	30.50	31.27	32.05
		Monthly	3,753.00	3,940.65	4,137.68	4,344.57	4,561.79	4,789.88	4,909.63	5,032.37	5,158.18	5,287.14	5,419.31	5,554.80
Police Clerk I	130	Hourly	10.56	11.09	11.65	12.23	12.84	13.48	13.82	14.16	14.52	14.88	15.25	15.63
		Monthly	1,831.00	1,922.55	2,018.68	2,119.61	2,225.59	2,336.87	2,395.29	2,455.18	2,516.56	2,579.47	2,643.96	2,710.05
Police Clerk II	150	Hourly	12.35	12.97	13.62	14.30	15.01	15.76	16.16	16.56	16.98	17.40	17.84	18.28
		Monthly	2,141.00	2,248.05	2,360.45	2,478.48	2,602.40	2,732.52	2,800.83	2,870.85	2,942.62	3,016.19	3,091.59	3,168.88

## Salary Schedule for UFCW Local 8 for FY 2013-2014

Effective on July 1, 2013 to June 30, 2014

TITLE	GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12**
	150	Monthly	2,141.00	2,248.05	2,360.45	2,478.48	2,602.40	2,732.52	2,800.83	2,870.85	2,942.62	3,016.19	3,091.59	3,168.88
Secretary	180	Hourly	13.88	14.57	15.30	16.07	16.87	17.72	18.16	18.61	19.08	19.55	20.04	20.54
		Monthly	2,406.00	2,526.30	2,652.62	2,785.25	2,924.51	3,070.73	3,147.50	3,226.19	3,306.84	3,389.52	3,474.25	3,561.11
Wastewater Operator I	195	Hourly	15.38	16.15	16.96	17.81	18.70	19.63	20.12	20.62	21.14	21.67	22.21	22.77
		Monthly	2,666.00	2,799.30	2,939.27	3,086.23	3,240.54	3,402.57	3,487.63	3,574.82	3,664.19	3,755.80	3,849.69	3,945.93
Wastewater Operator II	215	Hourly	16.96	17.81	18.70	19.64	20.62	21.65	22.19	22.74	23.31	23.90	24.49	25.10
		Monthly	2,940.00	3,087.00	3,241.35	3,403.42	3,573.59	3,752.27	3,846.07	3,942.23	4,040.78	4,141.80	4,245.35	4,351.48
Wastewater Operator III	270	Hourly	21.53	22.60	23.73	24.92	26.16	27.47	28.16	28.86	29.58	30.32	31.08	31.86
		Monthly	3,731.00	3,917.55	4,113.43	4,319.10	4,535.05	4,761.81	4,880.85	5,002.87	5,127.94	5,256.14	5,387.55	5,522.24
Wastewater Trainee	175	Hourly	11.81	12.40	13.02	13.67	14.35	15.07	15.45	15.84	16.23	16.64	17.05	17.48
		Monthly	2,047.00	2,149.35	2,256.82	2,369.66	2,488.14	2,612.55	2,677.86	2,744.81	2,813.43	2,883.76	2,955.86	3,029.76

\*\* To be eligible in this step, the employee must be employed by the City for over 15 years.

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

**SUBJECT:**

Approve A Resolution For The Purchase Of The Property Located At 602 W. Ridgecrest Blvd. Also Known As The Boydston Construction Yard.

**PRESENTED BY:**

Gary Parsons

**SUMMARY:**

The subject property at 602 W. Ridgecrest Blvd. is located adjacent to the city's existing corporate yard. The property is being purchased for the expansion of the city corporate yard thereby providing for future growth. This property also contains an existing building which can be currently utilized by several city departments.

Staff has negotiated a purchase price of \$441,000.00 for this property plus ½ of the closing costs.

The Seller is required to make several improvements to the property prior to closing.

Attached to this staff report as Attachment "A" is a copy of the proposed sales agreement.

**FISCAL IMPACT:**

\$441,000.00 to be expended from previously allocated Public Works Department TAB funds

**ACTION REQUESTED:**

Approve a Resolution authorizing the City Manager to execute the attached Real Estate Sales Agreement to purchase the property at 602 W. Ridgecrest Blvd. utilizing TAB funds in the amount of \$441,000.00 plus ½ of all closing costs

**CITY MANAGER'S RECOMMENDATION:**

Action as requested

Submitted by: Gary Parsons

Action Date: May 21, 2014

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**RESOLUTION NO. 14 -xx**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL ESTATE SALES AGREEMENT TO PURCHASE THE PROPERTY AT 602 W. RIDGECREST BLVD.**

**WHEREAS**, the property at 602 W. Ridgecrest Blvd. is located adjacent to the city's existing corporate yard; and

**WHEREAS**, the property is being purchased for the expansion of the city corporate yard thereby providing for future growth; and

**WHEREAS**, city staff has negotiated a purchase price of \$441,000.00 for the property plus ½ of the closing costs.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Ridgecrest as follows:

The City Council hereby adopts this Resolution authorizing the city manager to execute a real estate sales agreement to purchase the property at 602 W. Ridgecrest Blvd. for the price of \$441,000 plus ½ of the closing cost utilizing previously allocated Public Works Department Tax Allocation Bond (TAB) funds.

**APPROVED AND ADOPTED** this 21st day of May, 2014, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Daniel O. Clark, Mayor

ATTEST:

---

Ricca Charlon  
Deputy City Clerk

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CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**COMMERCIAL PROPERTY PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**  
(NON-RESIDENTIAL)  
(C.A.R. Form CPA, Revised 4/13)

Date: May 12, 2014

**1. OFFER:**

- A. THIS IS AN OFFER FROM** City of Ridgecrest ("Buyer").  
 Individual(s),  A Corporation,  A Partnership,  An LLC,  An LLP, or  Other \_\_\_\_\_.
- B. THE REAL PROPERTY TO BE ACQUIRED** is described as 602 W. Ridgecrest Ave.  
 \_\_\_\_\_, Assessor's Parcel No. \_\_\_\_\_, situated in  
Ridgecrest, County of Kern, California, ("Property").
- C. THE PURCHASE PRICE** offered is Four Hundred Forty-One Thousand  
 \_\_\_\_\_ (Dollars \$ 441,000.00).
- D. CLOSE OF ESCROW** shall occur on June 30, 2014 (date) (or  \_\_\_\_\_ Days After Acceptance).

**2. AGENCY:**

- A. POTENTIALLY COMPETING BUYERS AND SELLERS:** Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
- B. CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
 Listing Agent Coldwell Banker Best Realty (Print Firm Name) is the agent  
 of (check one):  the Seller exclusively; or  both the Buyer and Seller.  
 Selling Agent Coldwell Banker Best Realty (Print Firm Name) (if not same  
 as Listing Agent) is the agent of (check one):  the Buyer exclusively; or  the Seller exclusively; or  both the Buyer and Seller.  
 Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

**3. FINANCE TERMS:** Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT:** Deposit shall be in the amount of ..... \$ 10,000.00  
 (1) Buyer shall deliver deposit directly to Escrow Holder by personal check,  electronic funds transfer,  
 Other \_\_\_\_\_ within 3 business days after acceptance  
 (or  Other 7 days);  
**OR (2)** (If checked)  Buyer has given the deposit by personal check (or  \_\_\_\_\_) to  
 the agent submitting the offer (or to  \_\_\_\_\_), made payable to  
 \_\_\_\_\_. The deposit shall be held uncashed until Acceptance and  
 then deposited with Escrow Holder (or  into Broker's trust account) within 3 business days after  
 Acceptance (or  Other \_\_\_\_\_).
- B. INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of .. \$ \_\_\_\_\_  
 within \_\_\_\_\_ Days After Acceptance, or  \_\_\_\_\_.

**C. LOAN(S):**

- (1) **FIRST LOAN** in the amount of ..... \$ \_\_\_\_\_  
 This loan will be conventional financing or, if checked,  Seller (C.A.R. Form SFA),  assumed  
 (C.A.R. Form PAA),  subject to financing,  Other \_\_\_\_\_. This  
 loan shall be at a fixed rate not to exceed \_\_\_\_\_ % or,  an adjustable rate loan with initial  
 rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to  
 exceed \_\_\_\_\_ % of the loan amount.
- (2)  **SECOND LOAN** in the amount of ..... \$ \_\_\_\_\_  
 This loan will be conventional financing or, if checked,  Seller (C.A.R. Form SFA),  assumed  
 (C.A.R. Form PAA),  subject to financing,  Other \_\_\_\_\_. This  
 loan shall be at a fixed rate not to exceed \_\_\_\_\_ % or,  an adjustable rate loan with initial  
 rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to  
 exceed \_\_\_\_\_ % of the loan amount.

**D. ADDITIONAL FINANCING TERMS:** \_\_\_\_\_

**E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT** in the amount of ..... \$ 431,000.00  
 to be deposited with Escrow Holder within sufficient time to close escrow.

**F. PURCHASE PRICE (TOTAL):** ..... \$ 441,000.00

**G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to 3H(1)) shall,  
 within 7 (or  \_\_\_\_\_) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing  
 costs. (If checked,  verification attached.)

**H. LOAN TERMS:**

- (1) **LOAN APPLICATIONS:** Within 7 (or  \_\_\_\_\_) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender  
 or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved  
 for any NEW loan specified in 3C above. (If checked,  letter attached.)
- (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s)  
 specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain

Buyer's Initials ( X ) ( \_\_\_\_\_ )

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Seller's Initials ( X ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



CPA REVISED 4/13 (PAGE 1 OF 10)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 1 OF 10)

Agent: David Eriksen Phone: 760.375.3855 Fax: 760.495.5678 Prepared using zipForm® software  
 Broker: Coldwell Banker Best Realty, 710 N China Lake Blvd Ridgecrest, CA 93555

602 W. Ridgecrest Ave.

Property Address: Ridgecrest, CA.

Date: May 12, 2014

and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

(i) Within 17 (or [ ] \_\_\_\_\_) Days After Acceptance, Buyer shall, as specified in Paragraph 17, in writing remove the loan contingency or cancel this Agreement;

OR (ii) (If checked) [ ] the loan contingency shall remain in effect until the designated loans are funded.

(4) [X] NO LOAN CONTINGENCY (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or, if checked, [X] is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, [ ] if checked, Buyer shall, as specified in paragraph 17B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or \_\_\_\_\_) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 17B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or \_\_\_\_\_) Days After Acceptance.

J. [X] ALL CASH OFFER (If checked): Buyer shall, within 7 (or [X] 15) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, [ ] verification attached.)

K. BUYER STATED FINANCING: Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. ALLOCATION OF COSTS (if checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine in the report who is to pay for any work recommended or identified in the Report.

A. INSPECTIONS AND REPORTS:

(1) [ ] Buyer [ ] Seller shall pay for sewer connection, if required by Law prior to Close Of Escrow \_\_\_\_\_.

(2) [ ] Buyer [ ] Seller shall pay to have septic or private sewage disposal system inspected \_\_\_\_\_.

(3) [ ] Buyer [ ] Seller shall pay to have domestic wells tested for water potability and productivity \_\_\_\_\_.

(4) [X] Buyer [X] Seller shall pay for a natural hazard zone disclosure report prepared by Placer Title \_\_\_\_\_.

(5) [ ] Buyer [ ] Seller shall pay for the following inspection or report \_\_\_\_\_.

(6) [ ] Buyer [ ] Seller shall pay for the following inspection or report \_\_\_\_\_.

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) [X] Buyer [ ] Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance in accordance with state and local Law, unless exempt.

(2) [X] Buyer [X] Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law.

(3) [ ] Buyer [ ] Seller shall pay for installation of approved fire extinguisher(s), sprinkler(s), and hose(s), if required by Law, which shall be installed prior to Close Of Escrow. Prior to Close Of Escrow Seller shall provide Buyer a written statement of compliance, if required by Law.

C. ESCROW AND TITLE:

(1) [X] Buyer [X] Seller shall pay escrow fee 1/2 Buyer 1/2 Seller \_\_\_\_\_.  
Escrow Holder shall be Placer Title \_\_\_\_\_.

(2) [X] Buyer [X] Seller shall pay for owner's title insurance policy specified in paragraph 16E 1/2 Buyer 1/2 Seller \_\_\_\_\_.  
Owner's title policy to be issued by Placer Title \_\_\_\_\_.

(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

(1) [X] Buyer [X] Seller shall pay County transfer tax or transfer fee 1/2 Buyer 1/2 Seller \_\_\_\_\_.

(2) [ ] Buyer [ ] Seller shall pay City transfer tax or transfer fee \_\_\_\_\_.

(3) [ ] Buyer [ ] Seller shall pay Owners' Association (OA) transfer fee \_\_\_\_\_.

(4) [ ] Buyer [ ] Seller shall pay OA document preparation fees \_\_\_\_\_.

(5) [ ] Buyer [ ] Seller shall pay for \_\_\_\_\_.

(6) [ ] Buyer [ ] Seller shall pay for \_\_\_\_\_.

5. CLOSING AND POSSESSION:

A. Seller-Occupied or Vacant Units: Possession shall be delivered to Buyer at 5pm or [ ] \_\_\_\_\_ [ ] AM [ ] PM, [ ] on the date of Close Of Escrow; [ ] on \_\_\_\_\_; or [ ] no later than \_\_\_\_\_ Days After Close Of Escrow. If transfer of title and occupancy do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.

B. Tenant Occupied Units: Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.

C. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale and (ii) seller shall deliver to buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.

D. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If the Property is a unit in a condominium or located in a common-interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

6. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.

Buyer's Initials ( X ) ( \_\_\_\_\_ )

Seller's Initials ( X ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



602 W. Ridgecrest Ave.

Property Address: Ridgecrest, CA.

Date: May 12, 2014

7. SELLER DISCLOSURES:

A. ENERGY DISCLOSURE: Seller shall provide Buyer, at least 24 hours prior to execution of this Agreement, the Disclosure Summary Sheet, Statement of Energy Performance, Data Checklist, and the Facility Summary for the building as required by Public Resources Code Section 25402.10 and California Code of Regulations, Title 20, Sections 1680 through 1685. This requirement is effective for a building with total gross floor area square footage as follows: more than 50,000 square feet, July 1, 2013; more than 10,000 square feet and up to 50,000 square feet, January 1, 2014; and at least 5,000 square feet up to 10,000 square feet, July 1, 2014. For more information, see http://www.energy.ca.gov/ab1103/index.html

B. NATURAL AND ENVIRONMENTAL DISCLOSURES: Seller shall, within the time specified in paragraph 17, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. ADDITIONAL DISCLOSURES: Within the time specified in paragraph 17, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:

(1) RENTAL SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; and (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.

(2) INCOME AND EXPENSE STATEMENTS: The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.

(3) TENANT ESTOPPEL CERTIFICATES: (If checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

(4) SURVEYS, PLANS AND ENGINEERING DOCUMENTS: Copies of surveys, plans, specifications and engineering documents, if any, in Seller's possession or control.

(5) PERMITS: If in Seller's possession, Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.

(6) STRUCTURAL MODIFICATIONS: Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.

(7) GOVERNMENTAL COMPLIANCE: Any improvements, additions, alterations or repairs made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.

(8) VIOLATION NOTICES: Any notice of violations of any Law filed or issued against the Property and actually known to Seller.

(9) MISCELLANEOUS ITEMS: Any of the following, if actually known to Seller: (i) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (ii) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy.

C. WITHHOLDING TAXES: Within the time specified in paragraph 17A, to avoid required withholding Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).

8. ENVIRONMENTAL SURVEY (If checked): Within \_\_\_\_\_ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by \_\_\_\_\_ Buyer \_\_\_\_\_ Seller. Buyer shall then, as specified in paragraph 17, remove this contingency or cancel this Agreement.

9. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly Deliver a subsequent or amended disclosure or notice in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.

10. CHANGES DURING ESCROW:

A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 17: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.

B. At least 7 (or \_\_\_\_\_ ) Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of any Proposed Changes.

11. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:

A. SELLER HAS: 7 (or \_\_\_\_\_ ) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.

Buyer's Initials ( X ) ( \_\_\_\_\_ )

Seller's Initials ( X ) ( \_\_\_\_\_ )



602 W. Ridgecrest Ave.

Property Address: Ridgecrest, CA.

Date: May 12, 2014

B. If Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has 3 (or  ) Days After Acceptance to request from the OA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OA's governing the Property. (Collectively, "CI Disclosures.") Seller shall itemize and deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 17.

12. ITEMS INCLUDED AND EXCLUDED:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 12B or C.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property.
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms.
- (3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 17.
- (4) Seller represents that all items included in the purchase price are, unless otherwise specified, owned by Seller. Within the time specified in paragraph 17, Seller shall give Buyer a list of fixtures not owned by Seller.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE:

13. CONDITION OF PROPERTY: Unless otherwise agreed: (i) Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) The Property including pool, spa, landscaping and grounds, is to be maintained in substantially, the same condition as of the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.

A. Seller warrants that the Property is legally approved as \_\_\_\_\_ units.

B. Seller shall, within the time specified in paragraph 17, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, AND MAKE ANY AND ALL OTHER DISCLOSURES REQUIRED BY LAW.

C. Buyer has the right to inspect the Property and, as specified in paragraph 17, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that seller make Repairs or take other action.

14. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 17B. Within the time specified in paragraph 17B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 17B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

D. Buyer indemnity and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.

15. SELLER DISCLOSURES: ADDENDA; ADVISORIES; OTHER TERMS:

A. Seller Disclosures (if checked): Seller shall, within the time specified in paragraph 17A, complete and provide Buyer with a:

- Seller Property Questionnaire (C.A.R. Form SPQ) OR  Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)

B. Addenda (if checked):  Addendum # \_\_\_\_\_ (C.A.R. Form ADM)

Buyer's Initials (  ) ( \_\_\_\_\_ )

Seller's Initials (  ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



602 W. Ridgcrest Ave.

Property Address: Ridgcrest, CA.

Date: May 12, 2014

- Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)
- Purchase Agreement Addendum (C.A.R. Form PAA)
- Short Sale Addendum (C.A.R. Form SSA)
- Buyer Intent to Exchange Supplement (C.A.R. Form BES)
- Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
- Other
- Seller Intent to Exchange Supplement (C.A.R. Form SES)

**C. Advisories (If checked):**

- Probate Advisory (C.A.R. Form PAK)
- Trust Advisory (C.A.R. Form TA)
- Buyer's Inspection Advisory (C.A.R. Form BIA)
- Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- REO Advisory (C.A.R. Form REO)

**D. Other Terms:** \_\_\_\_\_

**16. TITLE AND VESTING:**

- A.** Within the time specified in paragraph 17, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index, Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17B.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C.** Within the time specified in paragraph 17, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D.** At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E.** Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, survey requirements, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

**17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**

- A. SELLER HAS: 7 (or  \_\_\_\_\_) Days** After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 4, 7A, B and C, 11A, 12B(3) and (4), 13B, 15A and B and 16. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.
- B. (1) BUYER HAS: 17 (or  \_\_\_\_\_) Days** After Acceptance, unless otherwise agreed in writing, to:
  - (i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and (ii) approve all other matters affecting the Property (including information specified in paragraph 7 and insurability of Buyer and the Property).
  - (2) Within the time specified in 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
  - (3) Within the time specified in 17B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 17A, then Buyer has 5 (or  \_\_\_\_\_) Days After Delivery of any such items, or the time specified in 17B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
  - (4) **Continuation of Contingency:** Even after the end of the time specified in 17B(1) and before Seller cancels this Agreement, if at all, pursuant to 17C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 17C(1).

**C. SELLER RIGHT TO CANCEL:**

- (1) **Seller right to Cancel; Buyer Contingencies:** If, within the time specified in this Agreement, Buyer does not, in writing, Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.
- (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 3H; (iv) if Buyer fails to provide verification as required by 3G or 3J; or (v) if Seller reasonably disapproves of the verification provided by 3G or 3J. In such event, Seller shall authorize return of Buyer's deposit.
- (3) **Notice to Buyer To Perform:** The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or  \_\_\_\_\_) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 17C(2).

Buyer's Initials ( X ) ( \_\_\_\_\_ )

Seller's Initials ( X ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



- D. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections, or for inability to obtain financing.
- E. **CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).
- F. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**
- 18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.
- 19. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 20. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 21. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or \_\_\_\_\_ ) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 22. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. **TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. **MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 25. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 26. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 34A.
- 27. **DEFINITIONS:** As used in this Agreement:
  - A. **"Acceptance"** means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.

Buyer's Initials ( X ) ( )

Seller's Initials ( X ) ( )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



- B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
- C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
- D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 10;
- OR (ii) if checked,  per the attached addendum (C.A.R. Form RDN).
- I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
- J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 28. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interests in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld, unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement.
- 29. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 30. **COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 31. **BROKERS:**
  - A. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
  - B. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultation and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.
  - C. **SCOPE OF BROKER DUTY:** Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Brokers(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 32. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER**
  - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any relating counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6, 7C, 15B and D, 16, 17F, 22, 27, 31A, 32, 37, 40 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 31A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
  - B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or  \_\_\_\_\_). Escrow holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller

Buyer's Initials ( X ) ( \_\_\_\_\_ )

Seller's Initials ( X ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs the Agreement.

- C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraph 31A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 31A, respectively, and irrevocably instructs Escrow Holder to disburse those funds to Brokers at Close Of Escrow, or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.
  - D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.
33. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

34. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 34C.

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 34C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.
- (2) BROKERS: Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

Buyer's Initials ( X ) ( \_\_\_\_\_ )

Seller's Initials ( X ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



602 W. Ridgecrest Ave.

Property Address: Ridgecrest, CA.

Date: May 12, 2014

- 35. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state of California.
- 36. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all parties or if incorporated by mutual agreement in a counter offer on addendum. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 37. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 38. **AUTHORITY:** Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.
- 39. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit shall be returned, unless the offer is Signed by Seller, and a Copy of the Signed offer is personally received by Buyer, or by \_\_\_\_\_, who is authorized to receive it by 5:00 PM on the third Day after this offer is signed by Buyer (OR, if checked  by May 22, 2014 (date), at \_\_\_\_\_  AM  PM).  
Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Buyer City of Ridgecrest  
 By  \_\_\_\_\_ Date \_\_\_\_\_  
 Print name \_\_\_\_\_  
 Address 100 W. California Ave. City Ridgecrest State CA. Zip 93555  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail gparsons@ci.ridgecrest.ca.us

Buyer \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_  
 Print name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Notice Address, If Different \_\_\_\_\_  
 Additional Signature Addendum attached (C.A.R. Form ASA).

- 40. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.  
 (If checked) **SUBJECT TO ATTACHED COUNTER OFFER, DATED** \_\_\_\_\_.

Seller Boydston Construction Inc.  
 By  \_\_\_\_\_ Date \_\_\_\_\_  
 Print name \_\_\_\_\_  
 Address 1620 N. Inyo St. City Ridgecrest State CA. Zip 93555  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail MKboydston@aol.com

Seller \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_  
 Print name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Notice Address, If Different \_\_\_\_\_  
 Additional Signature Addendum attached (C.A.R. Form ASA).

( \_\_\_\_\_ / \_\_\_\_\_ ) **Confirmation of Acceptance:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's  
 (Initials) authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_  AM  PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.**

Buyer's Initials (  \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials (  \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



602 W. Ridgecrest Ave.

Property Address: Ridgecrest, CA.

Date: May 12, 2014

**REAL ESTATE BROKERS:**

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2 above.
- C. If specified in paragraph 3A(2), Agent who submitted offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the property is offered for sale or a reciprocal MLS or PDS; or (ii)  (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Coldwell Banker Best Realty BRE Lic. # 01208684

By David Eriksen BRE Lic. # 013256 Date \_\_\_\_\_

Address 710 N. China Lake Blvd. City Ridgecrest State CA. Zip 93555

Telephone (760)375-3855 XT 155 Fax \_\_\_\_\_ E-mail david@bestrealty.net

Real Estate Broker (Listing Firm) Coldwell Banker Best Realty BRE Lic. # 01208684

By David Eriksen BRE Lic. # 01325697 Date \_\_\_\_\_

Address 710 N. China Lake Blvd City Ridgecrest State CA. Zip 93555

Telephone (760)375-3855 XT 155 Fax \_\_\_\_\_ E-mail david@bestrealty.net

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), counter offer(s) numbered \_\_\_\_\_ and  Other \_\_\_\_\_

\_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 32 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions, if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder is licensed by the California Department of  Corporations,  Insurance,  Real Estate. License # \_\_\_\_\_

**PRESENTATION OF OFFER:** ( \_\_\_\_\_ ) Listing Broker presented this offer to Seller on \_\_\_\_\_ (date).

Broker or Designee Initials

**REJECTION OF OFFER:** ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_

Seller's Initials

\_\_\_\_\_ (date).

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CPA REVISED 4/13 (PAGE 10 OF 10)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**DISCLOSURE REGARDING  
REAL ESTATE AGENCY RELATIONSHIP**

(Selling Firm to Buyer)  
(As required by the Civil Code)  
(C.A.R. Form AD, Revised 11/12)

(If checked) This form is being provided in connection with a transaction for a leaseholder interest in a dwelling exceeding one year as per Civil Code section 2079.13(j) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **THIS disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer  Seller  Landlord  Tenant \_\_\_\_\_ Date \_\_\_\_\_  
City of Ridgecrest

Buyer  Seller  Landlord  Tenant \_\_\_\_\_ Date \_\_\_\_\_

Agent Coldwell Banker Best Realty BRE Lic. # 01208684  
Real Estate Broker (Firm)

By [Signature] BRE Lic. # 013256 Date 05/12/2014  
(Salesperson of Broker-Associate) David Eriksen

**Agency Disclosure Compliance (Civil Code §2079.14):**

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_ Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_  
Boydston Construction Inc.

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



AD REVISED 11/12 (PAGE 1 OF 2)

**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)**

Agent: David Eriksen Phone: 760.375.3855 Fax: 760.495.5678 Prepared using zipForm® software  
Broker: Coldwell Banker Best Realty, 710 N China Lake Blvd Ridgecrest, CA 93555

**CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)**

**2079.13** As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

**2079.14** Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

**2079.15** In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17** (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) \_\_\_\_\_ is the agent of (check one):  the seller exclusively; or  both the buyer and seller.  
 (Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) \_\_\_\_\_ is the agent of (check one):  the buyer exclusively; or  the seller exclusively; or  both the buyer and seller.  
 (Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

**2079.18** No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21** A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

**2079.23** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**ADDENDUM**  
(C.A.R. Form ADM, Revised 4/12)

No. One (1)

The following terms and conditions are hereby incorporated in and made a part of the:  Residential Purchase Agreement,  Manufactured Home Purchase Agreement,  Business Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement,  Vacant Land Purchase Agreement,  Residential Income Property Purchase Agreement,  Commercial Property Purchase Agreement,  Other \_\_\_\_\_

dated \_\_\_\_\_, on property known as 602 W. Ridgecrest Ave.  
Ridgecrest, CA.

in which City of Ridgecrest is referred to as ("Buyer/Tenant")  
and Boydston Construction Inc. is referred to as ("Seller/Landlord").

- 1.) One ADA Compliant Bathroom.
- 2.) One ADA Compliant Handrail and Ramp to Front Building Entrance.
- 3.) Property perimeter fencing shall be repaired and in good condition with the exception of the West property line.
- 4.) Seller shall have the property tested with six (6) drilling test sites for Enviornmental Contaminates. If Contaminates are found Buyer and Seller shall negotiate the mitigation.
- 5.) Buyer and Seller Shall Split the 3% Commission 1 1/2 % paid by each party.
- 6.) All personnel property owned by Boydston Construction Inc. Shall be removed prior to C.O.E.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant  \_\_\_\_\_  
City of Ridgecrest

Seller/Landlord  \_\_\_\_\_  
Boydston Construction Inc.

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

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ADM REVISED 4/12 (PAGE 1 OF 1)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**ADDENDUM (ADM PAGE 1 OF 1)**

Agent: David Eriksen Phone: 760.375.3855 Fax: 760.495.5678 Prepared using zipForm® software  
Broker: Coldwell Banker Best Realty, 710 N China Lake Blvd Ridgecrest, CA 93555

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**10**

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

**SUBJECT:**

Discussion And Approval Of A Resolution Designating A Voting Member And Alternate To Attend The League Of California Cities Annual Conference And Represent The City Of Ridgecrest.

**PRESENTED BY:**

Rachel J. Ford, *CMC* – City Clerk

**SUMMARY:**

The League's 2014 Annual Conference is scheduled for September 3-5 in Los Angeles.

An important part of the Annual Conference is the Annual Business Meeting (*at the closing General Assembly*). At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity

Council has discussed and selected the following voting delegate and alternate voting delegates to serve as our voice at the League of California Cities annual business meeting.

Voting Delegate – Vice Mayor Marshall 'Chip' Hollow

1<sup>st</sup> Alternate Voting Delegate – Council Member Steven P. Morgan

2<sup>nd</sup> Alternate Voting Delegate – Council Member Jim Sanders

**FISCAL IMPACT:**

No Fiscal Impact

Reviewed by Finance Director

**ACTION REQUESTED:**

Approve a resolution designating a voting delegate and alternate voting delegates to attend the annual business meeting of the League of California Cities

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested: Approve a resolution designating both a voting delegate and alternate voting delegates for the annual business meeting of the League of California Cities.

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

Action Date: May 21, 2014

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**RESOLUTION NO. 14-xx**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL DESIGNATING VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

**WHEREAS**, the League of California Cities hosts an Annual Conference; and

**WHEREAS**, business meetings and actions occur at this conference; and

**WHEREAS**, the conference will be held September 3<sup>rd</sup> through 5<sup>th</sup>, 2014 in the City of Los Angeles; and

**WHEREAS**, the City Council must approve voting delegates by adoption of this resolution by City Council.

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Ridgecrest hereby designates Vice Mayor Marshall 'Chip' Holloway as the voting delegate and appoints Council Member Steven P. Morgan as the first alternate voting delegate and Council Member Jim Sanders as the second alternate voting delegate.

**APPROVED, AND ADOPTED**, this 21<sup>st</sup> day of May 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Daniel O. Clark, Mayor

ATTEST:

\_\_\_\_\_  
Ricca Charlon  
Deputy City Clerk

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**Council Action Advised by July 31, 2014**

May 1, 2014

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – September 3 - 5, Los Angeles**

The League's 2014 Annual Conference is scheduled for September 3 - 5 in Los Angeles. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 5, at the Los Angeles Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 15, 2014. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

-over-

## Annual Conference Voting Procedures 2014 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



**CITY:** Ridgecrest

**2014 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to the League office by Friday, August 15, 2014. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: Marshall 'Chip' Holloway

Title: Vice Mayor

**2. VOTING DELEGATE - ALTERNATE**

Name: Steven P. Morgan

Title: Council Member

**3. VOTING DELEGATE - ALTERNATE**

Name: James Sanders

Title: Council Member

**PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: Daniel O. Clark E-mail: dclark@ridgecrest-ca.gov

Mayor or City Clerk (circle one) (signature) Phone: (760) 499-5000

Date: \_\_\_\_\_

**Please complete and return by Friday, August 15, 2014**

League of California Cities  
**ATTN: Karen Durham**  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

**FAX: (916) 658-8220**  
E-mail: [kdurham@cacities.org](mailto:kdurham@cacities.org)  
(916) 658-8262

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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 May 7, 2014

**PRESENTED BY:**

Rachel J. Ford, City Clerk

**SUMMARY:**

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of May 7, 2014

**FISCAL IMPACT:**

None

Reviewed by Finance Director:

**ACTION REQUESTED:**

Approve minutes

**CITY MANAGER 'S RECOMMENDATION:**

Action as requested: Approve Draft Minutes

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

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

**May 7, 2014  
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**

**ROLL CALL**

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

Council Absent: None

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

**APPROVAL OF AGENDA**

- *Request To Add 14A – A Resolution Approving Proclamations Honoring Ridgecrest Citizens Harris Brokke And Jodie Rummer And Announcing Date, Time, And Location Of Presentation*
- *Request to Pull 8 -*
- *Request to Pull 18 -*

*Item 18 Discussion*

Dan Clark

- Met with Justin and need clarity on direction and scope of work
- Need to identify organization chart and funding source
- Suggested pulling 18 and have attorney do sole source presentation
- Bring contract back on May 21
- Once clarity is determined then can have the discussion

Lori Acton

- Suggested having discussion tonight without a decision

Chip Holloway

- In favor of having discussion with a decision

Jim Sanders

- Do not know how to get the clarity without having the discussion as a group.

Council Members Holloway, Sanders, Morgan, and Acton favored having the item remain on the agenda.

*Motion To Approve Agenda With Addition Of Item 14-A And Pulling Item No. 8 Made By Council Member Morgan, Second By Council Member Acton. Motion Carried By Voice Vote Of 5 Ayes (Mayor Clark, Council Members, Holloway, Sanders, Acton, And Morgan); 0 Noes; 0 Abstain; 0 Absent*

#### **PUBLIC COMMENT – CLOSED SESSION**

- None presented

#### **CLOSED SESSION**

- GC54957 Personnel Matters – Public Employee Performance Evaluation – City Manager
- GC54957.6 Labor Negotiations – UFCW Local 8 and Agency Negotiator City Manager Dennis Speer
- GC54956.8 Local Agency Real Property Negotiations – Negotiations For Receipt and/or Sale Or Use – CATTO723-0051-0023516612 – 246 N. Gold Canyon Agency Negotiators Dennis Speer, City Manager And Gary Parsons, Economic Development Program Manager
- GC54956.8 Local Agency Real Property Negotiations – Negotiation For Purchase – APN 067-050-15 Located At 602 West Ridgecrest Blvd. - Agency Negotiator Loren Culp, City Engineer and Gary Parsons, Economic Development Program Manager

#### **REGULAR SESSION – 6:00 p.m.**

- Pledge Of Allegiance
- Invocation

### CITY ATTORNEY REPORT

- Closed Session
  - Personnel matters – review concluded and direction given to staff
  - Labor – no action taken, direction given to staff
  - Real property – no action taken
  - Real property – no action taken
- Other
  - none

### PUBLIC COMMENT opened at 6:26 p.m.

Harris Brokke

- reported on Petroglyph Festival golf tournament fundraiser which netted \$6500 for November event.

Jerry Taylor

- requested if public comment would be allowed on Measure 'L' presentation
- Referenced bike lane information from Mr. Speer and requested discussion with City Manager regarding District 9 line designations balance with safety. Requested agenda discussion item for cross walks and lines.
  - Mr. Speer – spoke on attendance at bike shop with Caltrans and expressed concerns for safety. Offered to have discussion and share the information with Mr. Taylor
- Made further comments and expressed concern for safety of pedestrians and bike riders.
  - Mr. Speer – commented on federal funding requirements.

### Public Comment Closed at 6:31 p.m.

Consent Calendar Item No. 11 moved to accommodate out of town speakers.

### **11. Adopt A Resolution Of The Ridgecrest City Council Adopting The Updated Kern County Multi-Hazard Mitigation Plan** **Alexander**

Matthew Alexander

- Introduced guest speaker Wendy Benson, Kern County Fire Department OES
- Presented staff report updating the existing Kern County Multi-Hazard Mitigation Plan

Wendy Benson

- Reviewed PowerPoint presentation of the updates to the Kern Multi-Jurisdiction Hazard Mitigation Plan

Chip Holloway

- Understands this is a FEMA requirement, our flood zone map changed which had a significant impact to some residents. Asked if this would change the map again.

Dan Clark

- Asked if report sent to cities would be specific recommendations with regards to drought
- Are city recommendations considered with regards to mitigation needs.

Public Comment

- None presented

*Motion To Approve Item No. 11 Made By Council Member Morgan, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Clark, Council Members Holloway, Sanders, Acton, And Morgan); 0 Noes; 0 Abstain; And 0 Absent.*

**PRESENTATIONS**

**1. Proclamation – National Police Officer Week**

- Council presented a proclamation to a representative of the Ridgecrest Police Department recognizing National Police Officer Week.

**2. Proclamation – Be Kind To Animals Week**

- Council presented a proclamation to representatives of the Humane Society recognizing Be Kind To Animals Week.

**3. Presentation By The Measure L Citizens' Oversight Committee Regarding Their Annual Report**

Michael Peterson and Phil Salvatore of the Measure 'L' Citizen's Oversight Committee gave a PowerPoint presentation regarding their annual report to Council. *(Copy available in the City Clerk's Office)*

Chief Strand

- Commented on the importance of Measure 'L' in terms of Public Safety
- Reviewed historical use of Measure 'L' funds within the Police Department

Rachelle McQuiston

- Reviewed PowerPoint presentation regarding Measure 'L' concerns of Backfill.
- Addressed concern of Measure 'L' being used to pay back wastewater.

Mr. Speer

- Explained historical occurrences in FY 2011-12 where a temporary loan from wastewater was borrowed in anticipation of revenues. Money was used to pave Upjohn Street.
- Reviewed additional PowerPoint slides documenting adopted budget allocations and cuts made by Council due to unanticipated loss of revenues.
- Commented that streets crews did maintenance functions such as pothole patching to preserve street integrity and in preparation for resurfacing once funds become available.

**Public Comment Opened at 7:32 p.m.**

Andy Anderson

- Commented on responsibility of the City for public safety and infrastructure.
- Commented on budget cuts before adding Measure 'L' funding is included.
- Commented on Measure 'L' funds placement into Gas Tax Fund and then used to repay Wastewater Loan
- Commented that budget cuts were not across the board for all departments.

Jerry Taylor

- Asked about the budget cut percentages.
  - Dennis Speer responded
- Commented on actual percentage cuts for each department.
- Requested rebuttal presentations with the agenda

Phil Salvatore

- Expressed concern about not receiving the rebuttal presentations prior to the meeting and inability to respond.

Michael Peterson

- Reiterated Mr. Salvatore's statement and requested future opportunity to review presentations

Fern Bradley

- Stated her discontent with Council regarding the Measure 'L' funding use.
- Voted for streets to be reconstructed rather than repaired.
- Commented on the need for street sweeper to be returned.
- Expressed concern for visitor's impressions.
- Commented on vehicle repairs due to street conditions.
- Commented on newspaper articles and budget allocations
- Asked council to do better.

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

**May 7, 2014**

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Mr. Bradley

- Asked Council to be more transparent with newspaper articles since not everyone is computer literate

Scott Garver

- Expressed appreciation of Council allowing public comment on the presentation.
- Asked if Council would be responding or asking questions of the committee.
- Commented on Council engaging in discussion with the public.

Tom Wiknich

- Commented on Rachelle McQuiston presentation regarding the definition of 'maintain' versus 'backfill' or 'augment'
- Thanked committee for bringing information forward and expressed appreciation in the amount of work performed.
- Echoed statements of desire to see presentations before the meeting.

Barbara Auld

- Spoke on committee who placed Measure 'L' on the ballot
- Referenced former efforts to obtain streets tax which failed.
- Expressed expectation the Measure 'L' funds would be deposited in a separate account for tracking purposes.
- Questioned why the money was not used to maintain the condition of the streets.
- Commented on time, money, and energy spent by citizens to get Measure 'L' passed
- Supported committee and thanked them for their work.
- Expressed hope that in FY 2013-14 the streets would be fixed.
  - Dennis Speer
    - Reviewed Pavement Management Study findings and Tax Allocation Bond funding for street reconstruction.
    - Commented on West Ridgecrest Blvd. and Sunland Street.
    - Announced Micro paving projects On Norma, Drummond, Las Flores and other streets

Jerry Taylor

- Referenced Pavement Management Study and percentage of roads which are currently at the fail level.
- Noted the first year nothing was done toward streets and in the second year very little being done.
- Referenced previous statements made regarding the TAB projects.
- Requested Council provide to public a lane miles plan for Measure 'L' funding and TAB funding.

Jerry Taylor *(continued)*

- Asked for updated Pavement Management Study.
  - Steve Morgan
    - Questioned the availability of TAB funding to the City because of State holding funds until January 2013.

Andy Anderson

- Commented on budget graph spending 1% of funding on Public Works
  - Dennis Speer
    - Explained the Graph only shows General Fund money, not Special Funds such as Federal Grants, TDA Article 8, and Gas Tax.
    - Explained that Transit and Wastewater are separate accounts which are paid in full by Federal funding.
- Asked why more General Fund was not allocated to Public Works and Infrastructure.

Phil Salvatore

- Commented on the Gas Tax Fund allocation and reductions to Public Works staff.

**Closed Public Comment At 8:07 p.m.**

Steve Morgan

- First looked at this as a grand jury report that comes to council then staff responds to the report
- Given what has been heard tonight, hope not coming across as combative
- Spoke on conversation with Mr. Garver at a previous committee report regarding the Mayor's letter and inclusion in the annual report
- Discussion was held regarding public comment and Mr. Morgan being told to not comment so stopped attending the meetings.
- Wants this to be a collaborative yet every time I open my mouth I get darts so am now gun shy.
- Committee put together a wonderful report and this tells the council they need to do a better job at getting information to the public.
- Do not want this to be combative.
- The report states funds were spent on Measure 'L' purposes.
- Thanked the committee and expressed sorrow that the public is concerned.

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

May 7, 2014

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Lori Acton

- Thanked the committee for their hard work and Rachelle McQuiston for her assistance.
- Asked if council allocated \$300k which later turned into more?
  - Dennis Speer responded that amount was higher but not received until end of the year and will show in next year's report.

Jim Sanders

- Thanked the committee for the phenomenal job done on this extremely hard task.
- Stated that more information is better and a lot of good information received by both committee and staff.
- Noted the difficulty getting information out to the public in the right format and stated Council will work to improve this.
- Commented that having separate fund for street repairs may be beneficial in making the street expenditures more clear.

Chip Holloway

- Thanked the committees who have met more than the Council including weekly at times.
- Apologized to the committee about the staff PowerPoint slides and noted that Council did not know they were being presented but does not believe there was any intent for malice.
- Commented on some citizens who have refused to learn the history or purpose of the California Gas Tax.
- Encourage citizens to look up information at [california.com](http://california.com) on the history of the Gas Tax and challenged them to be able to explain the gas tax after reading the history.
- Commented on the processes of paying for street projects noting that the typical time to do State Street projects is 14 years whereas City is 7 years.
- Realistic expectation for total reconstruction is 7 years from date of receipt of the funding.
- Noted the cost of 1.5 miles of reconstruction is 6.2 million dollars.
- Commented the realistic expectation level for 100% of Measure 'L' money is 10 miles in 5 years.
- Commented on Mr. Speer's Micro-Paving plan and how this is applauded all over the State of California.
- Noted the goal is to leverage Measure 'L' funds
- Stated his purpose of being elected to Council was not to pave streets but to raise future revenues.
- Noted that Ridgecrest has 132 miles of streets and the realistic life expectancy of a street is 20 years
- Noted that to replace all streets, City would have had to spend 50%-60% of General Fund annually beginning in 1983.

Chip Holloway *(continued)*

- Questioned allocations noted in the report and commented that roll-over funds have not disappeared and will be used as allocated.
- Thanked committee and believes their heart is in the right place.
- Stated that as Council moves forward, results will be seen but need to manage the level of expectation.

Dan Clark

- Thanked the committee.

**Recess for 10 minutes at 8:25**

**CONSENT CALENDAR**

4. Adopt A Resolution Authorization To Award A Construction Contract To Griffith Construction Company For The Road Reconstruction And Rehabilitation Of The Sunland Street Project From East Ridgecrest Boulevard To Upjohn Avenue And Authorize The City Manager, Dennis Speer, To Execute The Contract Speer
  5. Adopt A Resolution To Approve A Professional Service Agreement With The Firm Of Houston & Harris PCS, Inc. As Contractor To Work On The Sewer Collection System Condition Assessment And Authorize The City Manager, Dennis Speer To Sign The Agreement Upon The Review Of The City Attorney Speer
  6. Adopt A Resolution To Approve The Purchase Of A Mobile Lift System For The New Bus Garage At The Corporation Yard Speer
  7. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Authorizing The Application For Federal Funding Under Federal Transit Act (FTA) Section 5311 (49 U.S.C. Section 5311) With The California Department Of Transportation And Authorizing The City Manager, Dennis Speer, To Sign And File The Application Speer
  8. Adopt A Resolution By The City Council Of The City Of Ridgecrest, Sanitary District And The City Of Ridgecrest Approve The Grant Of Easement On Three Separate Parcels To Southern California Edison Company As Part Of The Downs Substation Project And Authorize The Mayor To Sign The Grant Of Easement And Offer Of Acceptance Speer
- Removed prior to approval of the agenda**
9. Adopt A Resolution Of The Ridgecrest City Council Authorizing The City Manager To Sign A Consulting Services Agreement Between The City Of Ridgecrest And Kosmont Companies Parsons

10. Adopt A Resolution Of The City Of Ridgecrest Supporting Re-Designation Of The Kern County/Lancaster Recycling Market Development Zone (RMDZ) Parsons
11. Adopt A Resolution Of The Ridgecrest City Council Adopting The Updated Kern County Multi-Hazard Mitigation Plan Alexander
12. Adopt A Resolution For Notice And Call Of A General Municipal Election To Be Held November 4, 2014 Ford
13. Adopt A Resolution To The Kern County Board Of Supervisors Requesting Consolidation For The General Municipal Election To Be Held On November 4, 2014 Ford
14. Approval Of Draft Minutes Of The Regular City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Minutes Dated April 16, 2014 Ford

**Item No. 14-A Added To The Agenda Prior To Approval**

- 14-A. Adopt A Resolution Announcing Proclamations Prepared For The Month Of May Honoring Ridgecrest Citizens Harris Brokke And Jodie Rummer And Scheduling Date And Time For Presentation

Items Pulled From Consent Calendar

- Item Nos. 7 and 9

*Motion To Approve Consent Calendar items 4, 5, 6, 10, 11, 12, 13, 14, and 14-A Made By Council Member Sanders, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Clark, Council Members, Holloway, Sanders, Acton, And Morgan); 0 Noes; 0 Abstain; 0 Absent*

Item No. 7 Discussion

Dave Matthews

- Asked for explanation of item
  - Dennis Speer responded

Item No. 9 discussion

Tom Wiknich

- Asked number of bidders
  - Dennis Speer responded there were 4 bidders.
- Asked if copy of bid was available with regard to statement award and questioned if bid quantified the cost for each part of the bid.
  - Dennis Speer responded that the bid was broken down.
- Asked for task 2 dollar amount
  - Gary Parsons responded that the estimate is \$15k to be developed to provide resource to educate local merchants on marketing and how to compete with local retailers and resources to use.
- Asked about major task expenses.
  - Gary Parsons responded that Item 1 has major expense but also allowed for hourly rate and modifications. Approximately \$75,000 allocated for task 1

Steve Morgan

- Commented on meeting with Kosmont 2 years ago who have been working with City on the re-use of the Mervyn's building.
  - Gary Parsons stated that Kosmont did this project for free as City did not have the funds to pay them.
- Commented that Kosmont is one of the most premier firms in California and am thrilled with the opportunity to have them on board. Thrilled with this agreement
- Stated that Kosmont worked for us for nothing and we, the City, got a win out of it.

Chip Holloway

- Echoed Mr. Morgan's comments
- Stated Kosmont is a premier company with contacts that will benefit the City in economic development

*Motion To Approve Item Nos. 7 And 9 Made By Council Member Morgan, Second By Council Member Sander. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Clark, Council Members Holloway, Sanders, Acton, And Morgan); 0 Noes; 0 Abstain; And 0 Absent*

## DISCUSSION AND OTHER ACTION ITEMS

### **15. Adopt A Resolution Authorizing Letters Of Support For SB 1129 AND SB 1262 And Authorizing The City Manager To Sign The Letters Holloway**

Chip Holloway

- Presented staff report
- Reviewed SB 1129 provisions which will streamline the process for local agencies to receive their compliance certification for successor redevelopment agencies.
- Reviewed SB 1262 provisions which protects local control regarding medical marijuana dispensaries.

Dan Clark

- Thanked Council Member Holloway for bringing items forward.

#### **Public comment**

- None presented

*Motion To Approve A Resolution Authorizing Letters Of Support For SB 1129 AND SB 1262 And Authorizing The City Manager To Sign The Letters Made By Council Member Morgan, Second By Council Member Holloway . Motion Carried By Voice Vote Of 5 Ayes (Mayor Clark, Council Members, Holloway, Sanders, Acton, And Morgan); 0 Noes; 0 Abstain; 0 Absent*

### **16. Adopt A Resolution Authorizing A Letter Of Opposition To SB 1132 And Authorizing The City Manager To Sign The Letter Holloway**

Chip Holloway

- Presented staff report
- Reviewed SB 1132 provisions regarding restricting fracking for oil.

Dan Clark

- Stated the research completed does not convince a need to oppose this bill
- Asked Chip to address the need for water use, earthquakes, etc.
  - Chip Holloway responded with statistics, improved technologies, and economic gains.
- Commented on the united front of water districts against this bill and the appearance of a conservative effort to keep the law as is and not change it.
  - Chip Holloway responded that a tough law has already passed, this would stop all fracking.

Lori Acton

- Asked about oil production in California versus the United States.

### **Public Comment**

Dave Matthews

- Made a statement about what has been happening all over the country and wants this bill stopped

Justin O'Neill

- Read report which does not suspend production indefinitely, only until report and recommendation is given to the governor.
  - Chip Holloway commented that New York state did this and 3 energy commissioners have now resigned because of the wait

Ronald Porter

- Commented on the indefinite timeline and stated this as a back door way to close it down and prevent it from happening again in the future
- Agreed with this being approved.

Chip Holloway

- Stated this impacts Kern County heavily.

*Motion To Approve A Resolution Authorizing A Letter Of Opposition To SB 1132 And Authorizing The City Manager To Sign The Letter Made By Council Member Morgan, Second By Council Member Acton . Motion Carried By Voice Vote Of 4 Ayes (Council Members, Holloway, Sanders, Acton, And Morgan); 1 Noes (Mayor Clark); 0 Abstain; 0 Absent*

### **17. Discussion And Presentation Of Sole Sourcing Principles      City Attorney**

Michael Silander

- Presented staff legal report.
- Proposed certain the following findings be made on record should Council pass Item No. 18
  - Qualifications of candidate
  - Staff can't perform the work
  - Service is cost beneficial for City
  - Reasonable efforts were made for alternate and if not then why.

**18. Adopt A Resolution Approving A Sole Source Consulting Agreement With Justin O'Neill For Unique Services To The City Council** **Clark**

Dan Clark

- Asked Council Member Morgan to comment on his request for this item.

Steve Morgan

- Stated City was using the services from Mr. O'Neill without pay to the point that a request was made to review the services and see if it was beneficial to pay him for his services.
- Commented that Mr. O'Neill has been successful in 3 ventures and in assisting with the strategic plan survey.
- Commented that he doesn't mind what the final consensus is, but believes the discussion is beneficial.
- Believes City can receive benefit and while there are others who may be able to do this service, none have not come forward and volunteered their services.
- Noted the similarity to Kosmont who provided a service for free which will ultimately benefit the City and Mr. O'Neill has done the same on a smaller scale.
- Believes this will someday be under the purview of the City Manager but at this time is designed as a consulting contract under direction of the Council thru the City Manager.
- Not opposed to interviewing others but appreciate the move forward and feels this is a positive for the City.
- Noted that if Council took no action and depending on comments received can then make adjustments and go forward with no animosity or accusations.

Dan Clark

- Noted that 4 months ago a Request for Proposals was completed and Council interviewed 7 companies which did not fit what Council was seeking.

Jim Sanders

- Expressed concern about the process. Often we find the problem to fit our solution.
- Commented that the ideal situation is Council collaboratively defines the need for the position and then discuss how to fill the need.
- Noted the downfall with previous RFP is staff was given 5 different ideas rather than one.
- Noted that each Council Member has a different idea of what functions the position perform
- Would like to see consensus of what Council wants then develop a plan of how to move forward.

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Chip Holloway

- Noted the term 'volunteer' has been thrown around and that what Justin did is a pro-bono effort which was specific job for his skill set.
- Commented that years ago Justin had the desire to participate in the City of Ridgecrest as President of the Youth Advisory Committee
- Have watched this individual grow and develop with a lot of buy-in for this community.
- Agrees with Mr. Sanders that Council needs to develop the same idea of what we want to see.
- Noted that Mr. Speer did not have this detail so the agenda item and contract was developed more ambiguous.
- Commented that every time a Council Member attends an event they run back and tell the City Manager that he needs to investigate something. City Manager cannot satisfy each Council Members separate desires.
- Biggest concern where City Manager needs to be involved is monitoring the use of funds and to protect Justin so Council does not each send Justin in too many directions.

Dan Clark

- Initially requested the item be pulled and give Justin time to meet with staff and develop a plan of duties.
- Spoke with Rachelle McQuiston about possible funding which is not identified.
- Delineation of duties for special projects as they develop.
- Feels Justin has a lot to offer in his skill set
- Listed projects Justin has worked on or is working on.
- Commented on history and knowledge of Justin
- Expressed concerns about Justin's chance of success without knowing what he will be doing.
- Suggested a need to market the business park and petroglyph festival
- Suggested a need to bring in new ideas, visions, and youthful enthusiasm
- Expressed concern about the process and what will be expected of Justin.
- Commented on newspaper articles referring to 'Dan's friend'
- Commented on the need to establish Council expectations.

**Public Comment Opened At 9:25 p.m.**

Tom Wiknich

- Concerned about the process and trying to justify a sole source contract.
- Commented that Sole Source requires market research and a defined need for sole sourcing.
- Commented on Mr. Morgan's statement of knowing others could do this which means Council cannot waive the normal process.
  - Dan Clark – reviewed RFP completed 4 months earlier and expressed concerns that the cost was beyond what City could pay.

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

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Tom Wiknich *(continued)*

- Commented that Mr. Morgan is not opposed to doing more interviewing which indicates the Council cannot satisfy a sole source
- Expressed concern that if there is no statement of work, how Justin will know what to do or who to receive direction from.
  - Dan Clark stated the scope of work is provided although ambiguous.
- Stated that without a clear definition of duties, cannot enter into a contract.
- Commented there is no problem having someone do the job, but believes that enough time has gone by that City should re-advertise.
- State this may take time but is the clean way to justify a sole source contract.
- Nothing against Mr. O'Neill, just the process used.
  - Michael Silander – each Public Agency has its own way of doing sole sourcing which has been identified in the Municipal Code.

Ronald Porter

- Appreciates the work Mr. O'Neill has done.
- Commented on sole sourcing and think Council should look at what kind of marketing will be done.
- Offered to sit down and work with a Council Member to help formulate the Scope of Work and thinks there is a way to do this without sole source.

Dave Matthews

- Reiterated what other speakers have said.
- Thanked Mr. O'Neill for the things he has done and appreciates the work he has accomplished.
- Referenced Attachment A
- Term 'Unique Tasks' are not defined anywhere so need to re-work this.
- Reviewed each resolution paragraph and expressed his concerns.
  - Unique terminology – need to include a resume or reference to a resume
  - City Attorney determination of sole source needs to be referenced in resolution
- Did not know what Council had in mind until tonight so if you go back and re-work, it might be returned in an acceptable form
- Encouraged Council to be cautious about others who might be willing and qualified to do this same job.

Jerry Taylor

- Appreciate Attorney report and asked Council to adhere to recommendation.
- State this appears to be cultural affairs which the RACVB already has a Tourism District which was to go toward developing events.
- Now heard other things such as Economic Development
- Suggested discussion items such as these should come before Council to hear the public desires.
- Disagreed with this position working directly for the Council as the Municipal Code only allows the City Manager to give direction to staff.

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Jerry Taylor *(continued)*

- Stated there is no problem bringing items like this before the public rather than a private discussion with City Manager which is against the Municipal Code. Should be done as a body in a public meeting.
- Reiterated that if the intent is for events then Council need to look to the RACVB

Tom Wiknich

- Reviewed indemnification and insurance.
  - Jim Sanders – not passing tonight but will work on this.
  - Michael Silander – insurance will be determined based on the potential risk to the company. In this case the City is not overly concerned with risks.

John Abbott

- Appreciates the opportunity to speak to Council.
- Finds it interesting this gentleman is held with high regard but no job need or description and qualifications are present when a contract is in place.
- Suggested the Corporation Yard might need another mechanic or other positions may need help also.
- Thinks the needs and liability should be evaluated.
- Thanked Council for the opportunity to speak.

Dave Matthews

- Suggested making Justin an employee reporting to the City Manager.

Steve Morgan

- Commented that this dialogue helps Council define what expectations are for this position.
- Asked Citizens to not blame fellow Council Members as he is the one who requested the item.
- Stated it is possible to make this work which is where he wants to be in the end.
- Stated Council cannot make a decision tonight and wasn't expecting a decision.
- Commented that Council is now in the process which is progress.

Lori Acton

- Need to look at the beneficial cost which may be immeasurable
- Glad to have the conversation so Council can get on the same page
- Expressed desire to find what we as Council want for this position and then go forward.
- Spoke on cultural events, the success of the 50<sup>th</sup> and the need to have multiple sources working on tourism.
- Talked about social media marketing without spending a lot of money
- Need to identify funding source.
- Stated that Justin is held in high regard but this was not developed just for him. Has been discussed since before election.

Lori Acton *(continued)*

- Agrees with Dennis giving direction.

Jim Sanders

- Asked about process to move forward.

Chip Holloway

- Listed special projects
  - Update website and Facebook
  - Analysis of program
  - POC for diversification grant
  - Future MOU with iDEA Hub
  - Eastern sierra broadband policy
  - East kern EDPA grant
  - Investigate rural IRA
  - Rural wildlife fund climate change
  - First 5 water safety for children grant
  - High desert open door drug program
  - HERO program
  - Kern energy watch
  - Press releases
  - General grant writing
  - Survey
  - Pool improvements
  - Feasibility analysis for wastewater
  - Street light CDGB solar program
  - Business marketing plan
  - Open gov.com for budget
  - Remote solar facility
  - Etc.
- Read a procedure
  - Council request to Dennis
  - Dennis verify funds and workload
  - Estimated timeline and funding feasibility
  - Notification to Council and project planning
- Stated that every Council Member has similar lists.

Dan Clark

- Stated that Council Has cut staff, budget, and training so staff is not available to do this type of work.
- Noted a need for marketing and special projects.
- Wants Justin to have a clear idea of what Council expects.
- Feels that with a list of general categories with direction coming from Mr. Speer there may be issues.
- Commented on the Petroglyph Festival and a need to market it properly.

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Dan Clark *(continued)*

- Stated that Council needs to come up with conceptual ideas for staff to develop.
  - Commented on the Business Park.
  - Public Relations and Economic Development marketing are needed to generate revenue.
- Think we can give direction to each other and let Mr. Speer redraft and move forward from that point

Lori Acton

- Each council member can give their list to Mr. Speer who can then develop a full list and then come back to Council for discussion.

Steve Morgan

- Appreciates the thought of a sub-committee which will allow the process to move forward faster, give public opportunity to participate, and takes pressure off Mr. Speer.
- Commented on observing the work Mr. O'Neill has already performed.
- Do not see anything wrong with rewarding someone for a job well done. That is why this item is here. Believes in Mr. O'Neill
- The quickest possible way to move forward, possibly with a sub-committee and not throw this in Mr. Speer's lap.
- Nobody else has ever stepped forward for this City like Justin.
- Mr. O'Neill wanted to help and make things better. Other volunteers' help this community daily in different ways, but with respect to City business has never been as impressed as with Mr. O'Neill.

Chip Holloway

- Commented that Justin represents a demographic Council has been unable to engage which is the youth. This is one of the most compelling benefits we receive.
- Council is not disrespecting the PACT volunteers, what they do is incredible and the amount of money they save the City is phenomenal.
- Apologize if this came off that council gave the impression that other volunteers were being disrespected.

Dan Clark

- Willing to be a part of a sub-committee and invited Council Member Sanders to be a part of the committee.

Jim Sanders

- Supportive of the idea but not ambitious

Lori Acton

- Volunteered to be a part of the committee

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Dan Clark

- Requested Council Members email their specific project ideas and concerns within the next week.

Michael Silander

- Reminded Council to have comments sent to the committee and hold meeting which are open to the public.

Dan Clark

- Asked for input from public and stated that meeting date and time will be announced.

Jim Sanders

- Key part of the committee is to identify the funding source.

**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 Sanders

- No report

**Veterans Advisory Committee**

Members: Dan Clark

Meetings: 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the Month At 6:30 p.m., Kerr McGee Center

Next Meeting: To Be Announced

Dan Clark

- Attended Honor Flight send-off for WWII veterans to Washington DC
- Fundraiser netted \$6000 for veteran's stand down

**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

- Read directors report for March and April *(Copy Available At The City Clerk's Office)*

## **OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

Steve Morgan

- Met with Matthew Alexander and BLM for West Mojave Transportation Network looking at locations to connect our area. Officer Meyers has worked on developing routes and BLM is to discuss with County. Was very encouraged because they have looked at more routes than were previously mapped giving a lot more opportunity for off highway use.

Lori Acton

- WEMO looking for what is most beneficial to City and what can they do to facilitate it.
- Looking at ways to go straight from City to desert routes.
- Mike Meyers is working with representatives to map out routes.
- Looking for more races in our area.

## **CITY MANAGER REPORT**

Dennis Speer

- Staff proposes budget workshops be conducted May 27-30, recommend holding during the day for 3 days.
- Issuing Notice to Proceed on May 19 for West Ridgecrest Blvd. Need to arrange ground breaking ceremony and extend invitation to current and former supervisor; Ron Brummett, and others. Date and time for groundbreaking ceremony scheduled for May 21, 2014 at 3:00 p.m.

## **MAYOR AND COUNCIL COMMENTS**

Dan Clark

- League of California voting delegates September 3-5, voting delegate chip Holloway, Jim Sanders alternate, Steve Morgan, alternate
- Read letter received regarding street repair gravel and signs.
- Kern county planning water workshop may 15 from 9:00 a.m. to 3:00 p.m. at Springhill Suites and need to appoint 3 people to attend. Lori Acton, Loren Culp, Matthew Baudhuin, and Matthew Alexander
- iDEA Hub symposium announced. Registration required. May 13 at 8:00 a.m. Kerr McGee center
- Commented on call from Barbara Boxer who has sent an alternate to attend a meeting. Wants to have a relationship with Ridgecrest.
- Petroglyph Festival update given.
- Announced Pancake Breakfast May 17 from 8:00 a.m. to 11:00 a.m. Invited Council to attend and serve.
- Announced RDA closeout process and auditor visit on June 2.
- Thanked community and Measure 'L' committee for support

Chip Holloway

- Viewfinders will happen at least one more year thanks to people in City Hall.
- Kern COG meeting Ridgecrest came out at 104% of median income which makes it hard to get grant funding.
- Attended Legislative Info Days and Senators were required to attend the ethics training. Visited as many Senators as possible.
- Lobbyist is looking at working on State issues while not as busy however Kevin McCarthy's bill has been rejected by BLM so need to have Shelby get involved.
- Met with Governor, whose message was 'don't come to Sacramento, we don't have solutions'. Did say pension problem would be the biggest problem facing cities in near future. Up to 80% of General Fund revenues go to payroll.
- Attended Honor Flight departure and will be back at Friday.
- Helped with Desert Valley's Credit Union 'Bite of Reality' Event. Explained the event and how it teaches youth about economics of daily life. Need to do similar events to explain the budget and street paving process.

Jim Sanders

- Very late and have no more to contribute

Lori Acton

- Ridgecrest Police Department open house at 5:00 p.m.
- Biker Blessing 10:00 a.m. at Calvary Chapel on Saturday
- Mother's day tea at Springhill Suites
- Have a good evening.

Steven Morgan

- Appreciate tonight's meeting because council received good information, discussed an important topic
- Thankful to City Manager Speer for pulling SCE item, if we are not there yet then appreciate not having the discussion
- Thanked staff for their service and hard work
- A lot of things said about Council and staff that are not warranted and are disrespectful.
- To all non-profit and service organizations, please do not take comments as detrimental. There is a specific topic I was dealing with and is not a direct reflection on them.
- Thanked Measure 'L' committee for their hard work and effort.

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Steve Morgan *(continued)*

- Elections are coming. Passed resolutions for November election, filing period opens July 14 so individuals who would like to come up here and work on City issues, please make the effort to come down and speak with staff to get information. Speak to Council Members. Efforts of City government are more complicated than a lot of people realize and when I read articles about lack of effort or vision I marvel at what has been attempted. Sometimes we succeed, most times we fail and a lot of time we don't have the where-with-all to continue. Number of factors cause failure but the integrity of staff and Council has never been an issue. Hope that folks who want to truly engage in looking to the future and understand the past then won't spin their wheels for the future. It is a wondrous nightmare to be on the City Council. A learning experience, but also a bottomless pit of mistrust, misunderstanding and short-sightedness from a contingent of the community that continually tries to sway public opinion on topics, that is narrow minded and short sighted. Work with your Council and pray for them. When that Council moves forward, remember the service is about us as a collective.

**ADJOURNMENT at 11:06 p.m.**

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Rachel J. Ford, CMC  
City Clerk

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

**SUBJECT:**

A Public Hearing regarding the annual assessments for the Landscaping and Lighting District No. 2012-1; and the Adoption of the Resolution (1) Approving the Annual Engineer's Report and (2) Ordering the Levy and Collection of Assessments for Fiscal Year 2014/2015

**PRESENTED BY:**

Dennis Speer, Director of Public Works

**SUMMARY:**

At the April 16, 2014 City Council Meeting, the City of Ridgecrest City Council adopted two resolutions. A resolution initiating the annual proceedings and a resolution of intention to approve the Annual Engineers Report. At that same meeting a public hearing date was set for May 21, 2014. The formation of Landscaping and Lighting District No. 2012-01 was established in June of 2012 pursuant to the provisions of the Landscaping and Lighting Act of 1972 and the California Constitution Article XIID, (Proposition 218). Per the 1972 Act and the Prop 218, an Annual Engineering Reports of cost is prepared and a public hearing is required.

The City of Ridgecrest is perpetuating the District to continue a dedicated source of revenue to fund the expenses related to the special benefit to properties in the District for the ongoing maintenance, operation and services. These services include streetscape, landscape and street lighting improvements within the development of the properties within the residential subdivision known as Oriole Homes Inc., Tract No. 6740, which are sixty-seven (67) single-family residential properties. These properties are located on the west side of College Heights Boulevard just north of Kendall Avenue.

Tonight, staff recommends that the City Council: 1) Open the Public Hearing to accept public testimony and any written protests regarding the yearly assessment. 2) Upon conclusion of the public testimony, the Mayor will close the public hearing and have the Council approve the Resolution approving the Annual Engineers Report and Order the levy and collection of assessments on the County tax rolls for fiscal year 2014/2015 as described in the report.

The deadline for making the County Tax rolls is June 28, 2014.

**FISCAL IMPACT:**

2) If the County Tax roll deadline is not met, the City will incur staff costs in the collection of assessments.

**ACTION REQUESTED:**

- 1.) Conduct the Public Hearing to accept public testimony and written protest of yearly assessments
- 2.) Adopt the resolution approving the Engineer's Report
- 3.) Adopt the Order to levy the assessments for fiscal year 2014/2015

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Loren Culp

Action Date: May 21, 2014

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## RESOLUTION NO. 14-XX

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA, CONFIRMING THE ANNUAL ENGINEER'S REPORT AND THE ASSESSMENT DIAGRAM CONNECTED THEREWITH; AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2014/2015**

The City Council of the City of Ridgecrest, California (hereafter referred to as the "City Council") hereby finds, determines, resolves and orders as follows:

WHEREAS, The City Council, pursuant to the provisions of *Part 2 of Division 15 of the California Streets and Highways Code*, did by previous Resolution order the Engineer, Willdan Financial Services, to prepare and file a report in accordance with *Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565*, in connection with the proposed annual levy and collection of assessments for the Landscaping and Lighting District No. 2012-1, (hereafter referred to as the "District") for the fiscal year commencing July 1, 2014, and ending June 30, 2015; and,

WHEREAS, The Engineer has prepared and filed with the City Clerk of the City of Ridgecrest and the City Clerk has presented to the City Council such report entitled "Landscaping and Lighting District No. 2012-1, Engineer's Annual Levy Report, , Fiscal Year 2014/2015" (hereafter referred to as the "Report"); and,

WHEREAS, The City Council has carefully examined and reviewed the Report as presented, and is satisfied with the items and documents as set forth therein, and finds that the levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1: The above recitals are true and correct.

Section 2: The Report as presented consists of the following:

- a) A Description of the District and Improvements.
- b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance)
- c) A Description of the Method of Apportionment resulting in an Assessment Rate per Equivalent Benefit Unit (EBU) within said District for fiscal year 2014/2015. Said Assessment Rate for fiscal year 2014/2015 is less than or equal to the allowable adjusted maximum assessment rate per Equivalent Benefit Unit approved at the time the District was established. This adjusted maximum assessment rate is

based on an assessment range formula that includes an annual inflationary adjustment of (3.5%) to the previous fiscal year's maximum assessment rate. This inflation adjusted is applied to the maximum assessment rate each fiscal year whether the annual assessments levied are increased or not.

Section 3: The Report as presented or as amended is hereby approved, and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4: The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and final approval of the Report and the assessment diagram contained therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor  
City of Ridgecrest

\_\_\_\_\_  
Ricca Charlon  
Acting City Clerk  
City of Ridgecrest

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

I, Ricca Charlon , Acting City Clerk of the City of Ridgecrest, County of Kern, State of California do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was regularly adopted by the City Council of said City of Ridgecrest at a regular meeting of said council held on the 21<sup>st</sup> day of May, 2014 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

\_\_\_\_\_  
Ricca Charlon  
Acting City Clerk  
City of Ridgecrest

**RESOLUTION NO 14-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LANDSCAPING AND LIGHTING DISTRICT NO. 2012-1, FOR FISCAL YEAR 2014/2015**

The City Council of the City of Ridgecrest, California (hereafter referred to as "City Council") hereby finds, determines, resolves and orders as follows:

WHEREAS, The City Council has by previous Resolutions initiated proceedings and declared its intention to levy special benefit assessments against parcels of land within the Landscaping and Lighting District No. 2012-1, (hereafter referred to as the "District") for the fiscal year commencing July 1, 2014, and ending June 30, 2015; pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500* (hereinafter referred to as the "Act") to pay the costs and expenses of operating, maintaining and servicing of the improvements located within the District; and,

WHEREAS, The Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council the Engineer's Annual Levy Report (hereafter referred to as the "Report") in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and,

WHEREAS, The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2014, and ending June 30, 2015, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities located within the District; and,

WHEREAS, The City Council has previously conducted a property owner protest ballot proceeding at the time the District was formed to establish the maximum assessment authorized for the District and the proposed assessments to be levied for Fiscal Year 2014/2015 as described in the Report are less than or equal to that authorized maximum assessment, and therefore comply with the approval provisions of the California State Constitution Article XIID.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

**Section 1**     The above recitals are true and correct.

**Section 2**     Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution approving or amending the Report prepared in connection with the levy and collection of assessments, and has considered the oral and written statements, protests and communications made or filed by interested persons. The City Council has determined that

the property owners in accordance with the requirements of the California State Constitution, Article XIID have approved the assessments so presented.

Section 3 Based upon its review (and amendments, as applicable) of the Engineer's Annual Levy Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that:

- a) The land within the boundaries of the District will receive special benefit by the operation, maintenance and servicing of the improvements to be provided by the District and funded by the annual assessments.
- b) District includes the lands receiving such special benefit.
- c) The net amount to be assessed upon the lands within the District is in accordance and apportioned by a formula and method which fairly distributes the net special benefit amount among the eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2014, and ending June 30, 2015.

Section 4 The Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

Section 5 The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance and operation of and the furnishing of services and materials for landscape maintenance areas, street lighting and related appurtenant facilities and services.

Section 6 The maintenance, operation and servicing of the improvements shall be performed pursuant to the Act and the County Auditor of Kern County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 7 The City Treasurer shall deposit the money representing assessments collected by the County for the District to the credit of a fund for the Landscaping and Lighting District No. 2012-1, and such money shall be expended for the maintenance, operation and servicing of the improvements as described in the Engineer's Report.

Section 8 The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2014, and ending June 30, 2015.

Section 9 The City Clerk or its designee is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Daniel O. Clark, Mayor  
City of Ridgecrest

\_\_\_\_\_  
Ricca Charlon  
Acting City Clerk  
City of Ridgecrest

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

I, Ricca Charlon , Acting City Clerk of the City of Ridgecrest, County of Kern, State of California do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was regularly adopted by the City Council of said City of Ridgecrest at a regular meeting of said council held on the 21<sup>st</sup> day of May, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

\_\_\_\_\_  
Ricca Charlon  
City Clerk  
City of Ridgecrest

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# City of Ridgecrest

## Landscaping and Lighting District No. 2012-1

### ENGINEER'S ANNUAL LEVY REPORT FISCAL YEAR 2014/2015

Intent Meeting: April 16, 2014

Public Hearing: May 21, 2014

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# ENGINEER'S REPORT AFFIDAVIT

City of Ridgecrest

Landscaping and Lighting District No. 2012-1,

Tract No. 6740

This Report describes the District and the relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2014/2015 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 21<sup>st</sup> day of May, 2014.

Willdan Financial Services  
Assessment Engineer  
On Behalf of the City of Ridgecrest

By: Josephine P. Moses

Josephine Perez-Moses  
Senior Project Manager

By: Richard Kopecky

Richard Kopecky  
R. C. E. # 16742



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## Introduction

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Pursuant to the provisions of the *Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500* (hereafter referred to as the “1972 Act”), and in compliance with the substantive and procedural requirements of *Article XIID of the California State Constitution* (hereafter referred to as the “California Constitution”), the City Council of the City of Ridgecrest, County of Kern, State of California (hereafter referred to as “City”), annually levies and collects special assessments in order to provide annual maintenance for parks, landscaping and lighting improvements within the Landscaping and Lighting District No. 2012-1 (hereafter referred to as the “District”), which includes all lots and parcels of land within the planned residential development known as DR Horton (Tract No. 6740). This Engineer’s Report (hereafter referred to as “Report”) has been prepared in connection with the levy and collection of annual assessments related thereto as required pursuant to *Chapter 1, Article 4* of the 1972 Act.

The City Council proposes to levy and collect annual assessments on the County tax roll for fiscal year 2014/2015, to provide funding for the ongoing costs and expenses required to service and maintain the street lighting and landscape improvements associated with and resulting from the development of the residential properties identified as Tract No. 6740 and known as the DR Horton development located on the west side of College Heights Boulevard, just north of Kendall Avenue. The improvements to be provided by the District and the assessments described herein are made pursuant to the 1972 Act and the provisions of the California Constitution.

This Report describes the District, the improvements, and the assessments to be imposed upon properties in connection with the special benefits the properties receive from the maintenance and servicing of the District improvements. The assessments outlined in this Report represent an estimate of the annual direct expenditures, incidental expenses, and fund balances that will be necessary to maintain and service the improvements to be provided by the District and are based on current development plans and specifications for Tract No. 6740. The current development plans and specifications for Tract No. 6740 and the associated improvements are on file in the Office of Public Works of the City of Ridgecrest and by reference these plans and specifications are made part of this Report.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessment Number (Assessor’s Parcel Number—“APN”) by the Kern County Assessor’s Office. The County Auditor/Controller uses Assessment Numbers and specific District Fund Numbers, to identify on the tax roll, properties assessed for special district assessments. Each parcel within the

District will be assessed proportionately for only those improvements for which the parcel receives special benefit.

Each fiscal year, an annual engineer's report for the District shall be prepared and presented to the City Council to address any proposed changes to the District including any proposed annexations, changes to the improvements, budgets and assessments for that fiscal year. The City Council shall annually hold a noticed public hearing regarding these matters prior to approving and ordering the levy of assessments for the upcoming fiscal year.

This Report consists of five (5) parts:

### **Part I**

**Plans and Specifications:** A general description of the properties and developments within the boundaries of the District and the proposed improvements associated with the District is provided in this section of the Report. The District is being established with a single zone of benefit encompassing each of the residential properties within Tract No. 6740.

### **Part II**

**Method of Apportionment:** A discussion of benefits the improvements and services provided to the properties within the District and the method of calculating each property's proportional special benefit and annual assessment. This section also identifies and outlines an assessment range formula that provides for an annual adjustment to the maximum assessment rate that establishes limits on future assessments, but also provides for reasonable cost adjustments due to inflation without the added expense of additional Ballot Proceedings.

### **Part III**

**District Budget:** An estimate of the annual costs to operate, maintain, and service the landscaping, lighting, and appurtenant facilities installed and constructed in connection with the development of properties within the DR Horton development (Tract No. 6740). This budget includes an estimate of anticipated direct maintenance costs and incidental expenses including, but not limited to, administration expenses and collection of appropriate fund balances to establish an initial maximum assessment to be approved by the property owners of record. The maximum assessment amount for each parcel represents that parcel's proportional special benefit of the estimated net annual costs to provide the improvements at build-out and excludes any costs that are considered general benefit or are funded by other sources. The proposed assessments for

fiscal year 2014/2015 reflected in the budget, and each subsequent year shall be based on the estimated net annual cost of operating, maintaining, and servicing the improvements for that fiscal year as well as funds to be collected for authorized reserves or installments for long term maintenance activities that cannot be reasonably collected in a single fiscal year's assessments. The authorized maximum assessment (also referred to as the "Rate per Equivalent Benefit Unit") identified in the budget of this Report reflects the current maximum assessment for fiscal year 2014/2015 and shall continue to be adjusted annually by the Assessment Range Formula described in Part II of this Report.

#### **Part IV**

**District Diagram:** A Diagram showing the exterior boundaries of the District that encompasses each parcel determined to receive special benefits from the improvements. Parcel identification, and the lines and dimensions of each lot and parcel of land within the District, is inclusive of all lots and parcels of land within Tract No. 6740.

#### **Part V**

**Assessment Roll:** A listing of the authorized maximum assessment amount (initial maximum assessment amount adjusted by the Assessment Range Formula) and the proposed levy of assessments for each parcel for fiscal year 2014/2015. The proposed assessment amounts for each parcel is based on the parcel's proportional special benefit as outlined in the method of apportionment and the proposed assessment rates.

## Part I — Plans and Specifications

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### Description of the District

The territory within this District consists of the lots and parcels of land within Tract No. 6740 within the City of Ridgecrest and referred to as the DR Horton development. This residential subdivision consists of sixty-seven (67) planned single-family residential home sites, associated public right-of-ways and easements as identified on the approved tract maps for Tract No. 6740, and by reference these maps and documents are made part of this Report. This District and the territory therein is currently identified on the Kern County Assessor's Parcel Maps as Book 510; Page 010, Parcel 12 (22.70 acres) and is generally located on the west side of College Heights Boulevard, just north of Kendall Avenue and will eventually include the residential streets designated as Del Rosa Drive, Rain Shadow Court, Salt River Drive, Majestic Sky Court and Wild Thorne Drive.

### Improvements and Services

#### *Improvements Authorized under the 1972 Act*

As generally defined by the 1972 Act and may be applicable to this District, the improvements and associated assessments may include one or more of the following:

- The installation or planting of landscaping;
- The installation or construction of statuary, fountains, and other ornamental structures and facilities;
- The installation or construction of public lighting facilities including, but not limited to street lights and traffic signals;
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof;
- The installation of park or recreational improvements, including, but not limited to, all of the following:
  - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
  - Lights, playground equipment, play courts, and public restrooms.

- The acquisition of land for park, recreational, or open-space purposes or any existing improvement otherwise authorized pursuant to this section.
- The maintenance or servicing, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement including but not limited to:
  - Repair, removal, or replacement of all or any part of any improvements;
  - Grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
  - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
  - The removal of trimmings, rubbish, debris, and other solid waste;
  - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
  - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements;
  - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
- Incidental expenses associated with the improvements including, but not limited to:
  - The costs of the report preparation, including plans, specifications, estimates, diagram, and assessment;
  - The costs of printing and advertising, and publishing, posting and mailing of notices;
  - Compensation payable to the County for collection of assessments;
  - Compensation of any engineer or attorney employed to render services;
  - Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
  - Costs associated with any elections held for the approval of a new or increased assessment.

### ***District Improvements***

The purpose of this District is to ensure the ongoing maintenance, operation and servicing of local landscaping and lighting improvements and amenities established or installed in connection with development of the properties within the DR Horton residential subdivision (Tract No. 6740). The specific improvements to be maintained are identified in various plans and documents

associated with Tract No. 6740, which are on file with the City and by reference these plans and documents are made part of this Report. These improvements generally include street lighting within and adjacent to the tract and the various landscaped areas on the perimeter of this development including the public parkways and easements on the west side of College Heights Boulevard and the north side of Kendall Avenue.

### **Landscape Improvements**

The landscape improvements for the District may include, but are not limited to turf, ground cover, shrubs and plants, natural vegetation, trees, irrigation and drainage systems, masonry walls or other fencing, hardscapes, monuments, and associated appurtenant facilities located in the public right-of-ways or landscape easements on the perimeter of Tract No. 6740 that have been dedicated to the City for maintenance. These landscape areas may include, but are not limited to the parkway and entryway areas located on the west side of College Heights Boulevard between Kendall Avenue and the northern boundary of Tract 6740 and the north side of Kendall Avenue between College Heights Boulevard to Del Rosa Drive. The maintenance and servicing of the improvements generally include, but are not limited to all materials, equipment, utilities, labor and incidental expenses including administrative expenses required for the annual operation of the District as well as the performance of periodic repairs, replacement and expanded maintenance activities as needed to provide for the growth, health, and beauty of landscaping and/or the proper operation and functioning of the irrigation and drainage systems as well as the related hardscape amenities including fencing and sidewalks within the public-right-of-ways. The following is a general description of the landscape improvements planned for this District and for which properties may be assessed:

#### **College Heights Boulevard:**

- Approximately 5,450 square feet of landscaped area located on the west side of College Heights Boulevard from the northern boundary of Tract 6740 (Northeast Corner of Lot 1) south to Salt River Drive including the entryway landscaping at the corner of Salt River Drive, which is adjacent to Lot 33. Including, but not limited to approximately:
  - 1,485 square feet of landscaped area in the street right-of-way;
  - 1,826 square feet of landscaped easement associated with Lot 1;
  - 613 square feet of landscaped easement associated with Lot 2;
  - 1,526 square feet of landscaped easement associated with Lot 33;
  - 15 Trees;
  - 207 Shrubs;
  - 25 vines attached to the masonry wall;

- 313 linear feet of masonry wall;
  - 2,058 square feet of sidewalk area; and
  - The drip irrigation system for these landscaped areas.
- Approximately 3,982 square feet of landscaped area located on the west side of College Heights Boulevard from Salt River Drive south to Kendall Avenue including the entryway landscaping at the corners of Salt River Drive (adjacent to Lot 34) and Kendall Avenue (adjacent to Lot 61). Including, but not limited to approximately:
    - 2,850 square feet of landscaped area in the street right-of-way;
    - 76 square feet of landscaped easement associated with Lot 34;
    - 38 square feet of landscaped easement associated with Lot 59;
    - 1,018 square feet of landscaped easement associated with Lot 60;
    - 15 Trees;
    - 128 Shrubs;
    - 34 vines attached to the masonry wall;
    - 449 linear feet of masonry wall;
    - 1 metal gate;
    - 2,916 square feet of sidewalk area; and
    - The drip irrigation system for these landscaped areas.

#### **Kendall Avenue:**

- Approximately 1,480 square feet of landscaped area located on the north side of Kendall Avenue between College Heights Boulevard (adjacent to Lot 62) to Wild Thorne Drive including the entryway landscaping at the corner of Wild Thorne Drive (adjacent to Lot 67). Including, but not limited to approximately:
  - 1,310 square feet of landscaped area in the street right-of-way;
  - 170 square feet of landscaped easement associated with Lot 67 at the corner of Wild Thorne Drive;
  - 2 Trees;
  - 122 Shrubs;
  - 47 vines attached to the masonry wall;
  - 561 linear feet of masonry wall;
  - 3,486 square feet of sidewalk area; and
  - The drip irrigation system for these landscaped areas.

- Approximately 1,243 square feet of landscaped area located on the north side of Kendall Avenue between Wild Thorne Drive and Del Rosa Street including the entryway landscaping and easements at the corners of Wild Thorne Drive (adjacent to Lot 50) and Del Rosa Street (adjacent to Lot 49). Including, but not limited to approximately:
  - 1,243 square feet of landscaped area in the street right-of-way;
  - 5 Trees;
  - 69 Shrubs;
  - 15 vines attached to the masonry wall;
  - 186 linear feet of masonry wall;
  - 1,530 square feet of sidewalk area; and
  - The drip irrigation system for these landscaped areas.

### **Public Street Lighting Improvements**

Public street lighting improvements to be funded by the District assessments may include, but are not limited to, electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities including, but not limited to:

- Sixteen (16) street lights located within Tract No. 6740 including:
  - 4 lights on the south side of Rainshadow Court
  - 3 lights on the north side of Salt River Drive
  - 2 lights on either side of Wild Thorne Drive
  - 3 lights on either side of Majestic Sky Court
  - 4 lights on the east side of Del Rosa Street
- Ten (10) street lights on the perimeter of Tract No. 6740 including:
  - 4 lights on the north side Kendall Street
  - 6 lights on the west side of College Heights Boulevard
- Any other public lighting facilities on the streets surrounding or adjacent to Tract No. 6740 including future traffic signals that may be deemed necessary or desired for the safe ingress or egress to the properties within the District.

### **Excluded Improvements**

Not included as District improvements are improvements located on private property other than the areas designated above as easements. Such improvements and facilities including street trees shall be provided and maintained by the individual property owners.

## Part II — Method of Apportionment

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Based on the provisions of the 1972 Act and the California Constitution, this section of the Report summarize an analysis of the benefits associated with the improvements and services to be provided by the District (both general and special); the resulting District structure (zones of benefit); the formulas used to calculate each parcel's proportional special benefit and assessment obligation based on the entirety of the cost to provide the improvements (method of assessment); and the establishment of an inflationary formula for such assessments to address anticipated cost increases due to inflation (assessment range formula).

### Benefit Analysis

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include but are not limited to the construction, maintenance, operation, and servicing of landscape improvements, public street lighting and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

*“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”*

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2d defines District as:

*“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;*

Article XIID Section 2i defines Special Benefit as:

*“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”*

Article XIID Section 4a defines proportional special benefit assessments as:

*“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”*

Each of the proposed District improvements and the associated costs to maintain and service those improvements have been reviewed, identified and allocated to properties within the District based on special benefit pursuant to the provisions of the California Constitution and 1972 Act. The local improvements provided by this District and for which properties will be assessed have been identified as necessary, desired and required for the orderly development of the properties within District (Tract No. 6740) to their full potential, consistent with the development plans and applicable portions of the City’s General Plan. As such, these particular improvements are clearly the direct result of developing each of the individual lots and parcels within the District and although the improvements are within the public right-of-ways or dedicated easements, the financial obligation to support and maintain such improvements would be necessary and required of the individual property owners either directly or through an association if this District was not established. Clearly these local improvements and the long term maintenance and servicing of those improvements directly affect each property and provide shared special benefits including, but not limited to:

- enhanced property safety (protection and access) from local street lights within and adjacent to the development;
- enhanced property and neighborhood appearance (esthetics) resulting from well maintained landscaped areas, graffiti and debris control on the perimeter and entryways to the development; and,
- the long term economic and environmental advantages to properties including the enhanced presentation and marketability of properties that have such improvements, expanded green space and trees which reduce traffic noise and dust, and the long-term cost-efficiency of services being provided by the City (economy of scale) as well as the regulatory restrictions on future cost increases.

Based on the parameters of special benefit as outlined by the Constitution, general benefit may be described as an overall and similar benefit to the public in general resulting from the improvements, activity or service to be provided for

which an assessment is levied. Although the District improvements are located on public streets that are visible to the general public, it is clear that the ongoing maintenance of these improvements are only necessary for the appearance, safety and advantage of the properties within the District and are not required nor necessarily desired by any properties outside the District boundary. As the improvements and the services to be provided are specific to the development and properties within the District boundaries and these improvements and services do not extend beyond the District boundaries (The District encompasses all properties receiving special benefits), any access or proximity to these improvements by other nearby properties or developments would be considered incidental and the potential general benefits to the public at large are considered intangible. Therefore it has been determined that these District improvements provide no measurable or quantifiable general benefit to properties outside the District or to the public at large.

The method of apportionment (method of assessment) established herein is based on the premise that each assessed property receives special benefits from the improvements, services and activities to be funded by such assessments, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits as outlined in the preceding definitions established in the California Constitution. The proposed assessment revenues to be collected for the District provide a means by which property owners can collectively and effectively fund the cost of shared local improvements that directly impact their property. The District assessments will support the operation and maintenance of the District improvements and shall be used for only that purpose, consistent with the intent of the Act and the Constitution.

## **Assessment Methodology**

The City proposes to annually levy and collect special benefit assessments in order to maintain and service the improvements associated with Tract No. 6740. The estimated annual cost to maintain the improvements are identified in the budget section of this Report, including all estimated annual expenditures; funding for long term repair, replacement and rehabilitation costs; incidental expenses necessary to operate and support the district including administration and authorized reserve; and any revenues from other sources or previous deficit funding that would adjust the amount to be assessed.

In order to calculate and identify the proportional special benefit received by each parcel and ultimately each parcel's proportionate share of the improvement costs it is necessary to consider not only the improvements and services to be provided, but the relationship each parcel has to those improvements as compared to other parcels in the District

Article XIID Section 4a reads in part:

*“...The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement or for the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”*

The benefit formula used to determine the assessment obligation should therefore be based upon both the improvements that benefit the parcels within the District as well as the proposed land use of each property as compared to other parcels that benefit from those specific improvements. To identify and determine the special benefit to be received by each parcel and its proportional share of the improvement costs it is necessary to consider both the planned improvements and the properties that benefit from those improvements.

Landscaping and lighting improvements like most public improvements, provide varying degrees of benefit (whether they be general or special) based largely on the extent of such improvements, the location of the improvements in relationship to properties, the different types of properties associated with the improvements and the reason or need for such improvements as it relates to individual properties. To establish the proportional special benefit of each parcel, these factors need to be addressed and formulated in the method of apportionment by the use of benefit zones that reflect the extent and location of the improvements in relationship to the properties, as well as the specific use and size of each property which reflects each parcel's need for such improvements and its reasonable cost of the proportional special benefit as compared to other properties that benefit from those same improvements.

### ***Zones of Benefit***

In an effort to ensure an appropriate allocation of the estimated annual cost to provide various improvements based on proportional special benefits, Districts often times include benefit zones (“Zones”) as authorized pursuant to Chapter 1 Article 4, Section 22574 of the 1972 Act:

*“The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will*

*receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements.”*

While the California Constitution requires that “The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement...”; it is reasonable to conclude that certain landscaping and lighting improvements may benefit most if not all properties within a district while other improvements may only provide special benefits to specific parcels, developments or portions of the district (particularly in larger districts), while still other improvements may be identified and proportionately allocated as both special benefits and a general benefit.

Based on a review of the location and extent of the improvements for this District and the direct proximity and relationship to the properties therein, it has been determined that each parcel within Tract 6740 will receive proportionally similar special benefits from the local street lighting and landscape improvements located on the perimeter of the development and the establishment of benefit zones is not necessary. However, because this is the City’s first development established as a 1972 Act district and it is likely that future developments in the City may facilitate a similar need, Tract 6740 has been established and referred to as Zone 01 for this District. While this Zone designation has no direct bearing on the calculation of proportional special benefit at this time, it does establish an initial zone structure and naming convention that may be utilized for future developments or properties that may be annexed to this District under the provisions of the 1972 Act.

Details regarding the location and extent of the improvements within the District and the Zones therein are on file in the office of the Public Works Department and by reference these documents are made part of this Report. A diagram showing the exterior boundaries of the District is attached and incorporated herein under Part IV (District Diagram) of this Report.

### ***Equivalent Benefit Units***

In addition to the use of Zones, the method of apportionment established for this District to reflect the proportional special benefit of each parcel utilizes a weighted methodology of apportionment commonly referred to as an Equivalent Benefit Unit (EBU) methodology. This method of apportionment establishes the single-family home site as the basic unit of assessment. A single-family residential unit or lot is assigned one (1.0) Equivalent Benefit Unit (EBU) and other property types (land uses) are proportionately weighted (weighted EBU) based on a benefit formula that equates each property’s specific characteristics and special benefits to that of the single-family residential unit. This proportional weighting may be based on several considerations that may include, but are not limited to: the type of development (land use), development-status (developed

versus undeveloped), size of the property (acreage or units), vehicular trip generation, street frontage, densities or other property related factors including any development restrictions or limitations; as well as the property's location and proximity to the improvements (which would be addressed by its Zone designation).

For most local landscaping and lighting improvements and assessments, the most appropriate proportional special benefit calculation for each parcel is reasonably determined by three basic property characteristics:

- Proximity — As previously noted, each parcel in the District shall be identified and grouped into Zones based on each parcel's proximity and relationship to the District improvements;
- Land use — Commercial/Industrial Use; Residential Use, Institutional Use, Vacant Land (Undeveloped Property), Public Property etc.; and,
- Property Size — Acreage for non-residential properties (both developed and undeveloped); Units for residential properties. Property size (acreage or units) provides a definable and comparative representation of each parcel's proportional special benefit not only to similar types of properties but to other properties as well.

The District is comprised entirely of one planned single-family residential development in which each single-family residential lot has proportionally similar and equal special benefits from the improvements, the following provides a more comprehensive method of apportionment (proportional benefit calculation) that incorporates other commonly classified land uses for comparison purposes and to establish an initial method of apportionment that may reasonably be applied to properties that could be annexed to this District in the future.

Note: The method of calculating the proportional (weighted) special benefit for the various land use types outlined in the following may be modified as needed to accurately reflect each parcel's proportional special benefits compared to other property types, if and when such land uses are annexed and incorporated into the District. **Single-Family Residential Property** — is defined as a fully subdivided residential home site with or without a structure. For purposes of establishing the proportional special benefits and equivalent benefit units for other land uses in this District, the single-family residential land use is designated as the basic unit of assessment and shall be assigned 1.000 EBU per parcel.

**Multi-Family Residential & Mixed Use Property** — is defined as a fully subdivided residential parcel that has more than one residential unit developed on the parcel. (This land use includes apartments, duplexes, triplexes, etc., but does not include condominiums, town-homes). This land use designation may also include properties identified by the County Assessor's Office as mixed use property for which there is more than one residential unit (known number of

residential units) associated with the property and for which the parcel's primary use is residential, but may also include some commercial component or unit associated with that property.

Although multi-family residential properties receive similar special benefits to that of single-family residential property and an appropriate and comparative calculation of proportional special benefits is reasonably reflected by the parcel's total number of residential units, it would not be reasonable to conclude that on a per unit basis, the benefits are equal. Studies have consistently shown that multi-family units impact public infrastructure at reduced levels compared to a single-family residence, which is reflective of their reduced structure size, vehicular trip generation and need for various public improvements. Furthermore, as the density (number of units per parcel) increase, the average distance from the improvements tend to increase and the number of vehicular trips generated tend to decline because the population density per unit tend to decrease (largely because of reduced unit sizes). Based on these considerations, it is reasonable to conclude that the proportional special benefits per unit is less than that of a single-family residential property and appropriate weighting of the proportional special benefit per unit for multi-family residential properties as compared to a single-family residential is best represented by the following sliding scale: 0.625 EBU per unit for the first 5 units; plus 0.500 EBU per unit for units 6 through 25; plus 0.375 EBU per unit for units 26 through 50; plus 0.250 EBU per unit for units 51 through 100; plus 0.125 EBU per unit for units 101 or above.

**Condominium/Town-home Property** — is defined as a fully subdivided residential condominium or town-home parcel that typically has one residential unit associated with each Assessor's Parcel Number, but is part of a multi-unit development for which each condominium or town-home parcel shares or has common interest (common area) with the other residential parcels in that development.

The development attributes of condominiums and town-homes tend to be a blend of the single-family residential and multi-family residential properties. Like multi-family residential properties, individual units within such developments usually do not have actual street frontage (where the local improvements are located, particularly as it relates to street lights). However, because condominium and town-home properties represent individual residential units that are usually privately owned, like single-family residential properties these properties tend to be owner occupied with relatively fewer vacancies per unit than multi-family residential properties, which in turn represents greater average vehicular trip generation per unit than multi-family residential properties. However, because this property type usually has a much higher development density (greater number of units per acre) than single-family residential properties the actual number of street lights per unit is clearly less than that of a single-family residential property and the average distance from the improvements tend to increase.

In consideration of the typical development characteristics discussed above, it has been determined that an appropriate allocation of special benefit for condominiums, town-homes and similar residential properties is best represented by an assignment of 0.750 EBU per unit. (Because these parcels typically represent a single residential unit or small group of units that are each privately owned, no adjustment for multiple units is applied to this land use as it is for multi-family residential properties).

**Developed Commercial/Industrial Property** — is defined as a developed property with structures (buildings) that is used or may be used for commercial purposes, whether the structures are occupied or not. This land use does not include parcels for which the primary use of the property is considered residential or Hotels and Motels (transient residential). This land use classification includes most types of commercial enterprises including but not limited to commercial retail; food services; banks; shopping centers; recreational facilities; office buildings and professional buildings, as well as industrial properties including service centers; warehousing and manufacturing. This land use classification also includes any parcel that may incorporate a single residential unit, but is also used in whole or in part for commercial purposes.

Clearly, the presence of local landscaping and/or street lighting improvements (or the lack thereof) has a direct and distinct impact on commercial/industrial properties and the businesses associated with those properties. Utilizing vehicular trip generation data outlined by the Institute of Transportation Engineers Informational Report, Seventh Edition; commercial/industrial properties generate on average approximately four (4) times the daily vehicular trips per acre than the trips generated by a single-family residential property (9.57 trips per single-family residential unit compared to 42.32 trips per acre for commercial properties). While the actual daily trips generated by a particular commercial/industrial property may be greater or less than this average, it does provide a reasonable indicator of the proportionality of the special benefits associated with such properties. In support of this finding, an analysis of development densities throughout California indicates that on average for most cities, the combination of single-family and condominium developments yield approximately 4.06 residential units per acre.

While the preceding clearly suggests that the direct proportional special benefits to commercial/industrial properties is reasonably reflected by an apportionment of 4.000 EBU per acre, because most commercial/industrial parcels represents a separate and independent commercial enterprise or business, it has been determined that the proportional special benefit for any individual commercial or industrial parcel is at least equal to that of a single-family residential property. Therefore, a commercial/industrial parcel that is less than one-quarter of an acre in size shall be assigned 1.000 EBU (minimum EBU). Likewise, it is reasonable to conclude that there is a limit to the proportional special benefit that any single parcel receives from local landscaping and lighting improvements (maximum

EBU) unless the improvements are specifically and only associated with that individual parcel. Generally, most commercial/industrial properties that are directly associated with landscaping and/or street lighting improvements tend to be less than ten acres (most significantly less), and for those greater than ten acres, a significant portion of the property is for parking or undeveloped, and their actual frontage along the public streets where the improvements are located is usually no greater than smaller parcels. Therefore it is appropriate for commercial/industrial parcels not be assessed for any acreage greater than ten (10.00) acres, which sets the maximum EBU at 40.000 EBU for this land use classification.

**Developed Hotel/Motel Property** — Although Hotel/Motel Properties are certainly viewed as a commercial enterprise, and would have similar special benefits as commercial/industrial properties for landscape improvements, these properties clearly have a more significant nighttime use and traffic generation than other commercial/industrial properties that result from their transient residential activities. Clearly, the presence of local street lighting or the lack thereof can have a direct and significant impact on hotel and motel properties because of their heightened nighttime business activities. To reflect this increased proportional special benefit resulting from higher nighttime use and need for local street lighting as compared to other commercial/industrial properties, the proportional special benefits and assessments for this land use classification shall be based on 6.000 EBU per acre. As with commercial/industrial properties, minimum and maximum acreage limits shall be applied in calculating each parcel's individual assessment. These acreage limits result in a minimum Equivalent Benefit Unit of 1.500 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 60.000 EBU for parcels greater than ten acres.

**Developed Institutional Property** — is defined as developed private properties used for the purposes of public related services or activities, including but not limited to Colleges, Private Schools, Places of Worship, Day Care Centers, Fraternal Organizations, Hospitals, Convalescent or Retirement Homes, or other similar public service or assembly type properties.

Although properties in this land use classification are certainly considered non-residential properties, these properties certainly benefit less from local landscaping and lighting improvements than commercial/industrial properties based on several considerations: they represent businesses/operations that provide public related or community services (educational, medical care, religious etc.); they are generally non-profit organizations; and they usually have less weekly hours of operation and less vehicular trip generation than similar sized commercial/industrial properties. Based on these considerations, the Equivalent Benefit Units applied to these properties shall be based on 2.000 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit

Unit of 0.500 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 20.000 EBU for parcels greater than ten acres.

**Developed Public Property** — is defined as developed public or government owned property used for public related services or activities, including but not limited to city facilities including parks, community centers, fire and police stations, and city offices; county or state offices and facilities; federal, state or county court facilities; US postal service facilities; public schools; public utility facilities or offices; or other similar developed public properties.

While many of these properties have the potential to be converted or utilized as commercial or other non-residential enterprises, because their purpose and function is specifically for public related services and activities. They generally have no or limited nighttime use, and have an average vehicular trip generation that is similar to Institutional properties. Therefore, the Equivalent Benefit Units applied to these properties shall be based on 2.000 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.500 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 20.000 EBU for parcels greater than ten acres.

It should be noted however, that the County Tax Collector's Office typically identifies these properties as "Non-Taxable" and does not generate tax bills for such properties and as a matter of practical application, the calculated special benefit and proposed assessment obligation for such properties cannot be collected through the tax roll as other District assessments. Therefore, in addition to any costs determined to be of general benefit, the City shall contribute to the District additional funding to cover the proportional assessment revenue that would otherwise be applied to these properties. Each fiscal year, the assessment engineer shall calculate the proportional special benefit and financial obligation associated with these properties and the annual budget shall reflect a City contribution in an amount to the District that is equal to or greater than that calculated obligation. (The amount of that contribution need not be identified separately, but may be included as part of the City's overall annual contribution to the District). Because no actual assessment shall be levied on parcels classified as Public Property, as part of any notice and ballot proceedings being conducted in connection with the District, the ballots for these properties shall reflect a zero (\$0.00) assessment amount.

**Parking Lot/Limited Use Property** — This land use classification is applied to developed privately owned properties that the City considers not to be fully developed commercial/industrial, institutional or residential properties. This land use classification is typically applied to parcels that are identified as parking lots with limited or no buildings; but may also identify parcels that have limited or restricted non-residential use where the typical commercial/industrial or institutional classification is not applicable or appropriate. The Equivalent Benefit Units applied to these properties shall be based on 1.000 EBU per acre with the

same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.250 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 10.000 EBU for parcels greater than ten acres.

**Vacant Property** —is defined as property that has been identified as undeveloped, but has reasonable development potential (Few or no development restrictions). When considering the special benefits from landscaping and lighting improvements it becomes evident that the proportional special benefits associated with vacant property is clearly less than that of developed properties. Although vacant properties certainly derive special benefits from local landscaping and lighting improvements, these special benefits are limited to the land (lot) itself. Conversely, approximately half of the direct and immediate special benefits for developed properties are related to the daily use or potential use of that property. Therefore, the Equivalent Benefit Units applied to these properties shall be based on 0.500 EBU per acre (half as much as Parking Lot/Limited Use Property) with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.125 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 5.000 EBU for parcels greater than ten acres.

**Exempt Property (Parcel)** — identifies parcels that for various reasons, it has been determined that the parcel does not and will not receive special benefits from the improvements. This land use classification may include but is not limited to:

- Lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County);
- Dedicated public easements including open space areas, utility rights-of-way, greenbelts, parkways, or other publicly-owned or utility-owned land that serves the community or general public and are not considered or classified as developed public properties;
- Parcels of land that are privately owned, but cannot be developed independently from an adjacent property or is part of a shared interest with other properties, such as common areas, sliver parcels, bifurcated lots or properties with very restrictive development potential or use.

Because these properties either provide a public service that is comparable to landscaping or street lighting improvements, or they are dependent on another property or development, these types of parcels have no direct need for such improvements and are considered to receive no special benefits Therefore these parcel shall be exempt from assessment and are assigned 0.000 EBU. However, these properties shall be reviewed annually by the assessment engineer to confirm the parcel's use and/or development status has not changed.

**Special Case Property** — In many districts where multiple land use classifications are involved, there may be one or more properties that the standard land use classifications do not accurately identify the use and special benefits received from the improvements or there may be something about that particular parcel that should be noted for review in subsequent fiscal years.

The Equivalent Benefit Units assigned to Special Case Properties will vary depending on the circumstances and reasons for treating each particular property as a Special Case. The Equivalent Benefit Unit(s) assigned to each such parcel may be based on adjusted acreage, units or a combination of those factors. The City and/or the assessment engineer tasked with the administration of the District shall annually review each parcel designated as a Special Case Property and based on that review shall make appropriate adjustments to that property’s land use and Equivalent Benefit Unit assignment as warranted.

The following is a summary of property types and the Equivalent Benefit Unit assignments described in the preceding discussion of Equivalent Benefit Units.

**Summary of Equivalent Benefit Unit Assignments**

Land Use	Benefit Unit Calculations		
Single-Family Residential Property	1.000	per unit	
Multi-Family Residential & Mixed Use Property	0.625	per unit	(units 1-5)
	0.500	per unit	(units 6-25)
	0.375	per unit	(units 26-50)
	0.250	per unit	(units 51-100)
	0.125	per unit	(units greater than 100)
Condominium/Town-home Property	0.750	per unit	
Developed Commercial/Industrial Property	4.000	per acre	(minimum 1.000 EBU; maximum 40.000 EBU)
Developed Hotel/Motel Property	6.000	per acre	(minimum 1.500 EBU; maximum 60.000 EBU)
Developed Institutional Property	2.000	per acre	(minimum 0.500 EBU; maximum 20.000 EBU)
Developed Public Property	2.000	per acre	(minimum 0.500 EBU; maximum 20.000 EBU)
Parking Lot/Limited Use Property	1.000	per acre	(minimum 0.250 EBU; maximum 10.000 EBU)
Vacant Property	0.500	per acre	(minimum 0.125 EBU; maximum 5.000 EBU)
Exempt Property	0.000	per parcel	
Special Case Property	varied	based on circumstances associated with each parcel	

**Allocation of Improvement Costs**

Pursuant to the provisions of the California Constitution, the proportionate special benefit derived by each parcel within the District and its corresponding assessment obligation shall be determined in relationship to the entirety of the

capital cost of a public improvement or the maintenance and operation expenses of a public improvement.

The benefit formula applied to parcels within this District is based on the preceding EBU discussion and table. Each parcel's EBU correlates the parcel's special benefit received as compared to the other parcels benefiting from the District improvements.

The following formula is used to calculate each parcel's proportional benefit:

$$\text{Property Type EBU} \times (\text{Acreage/Units/Parcel/Lot}) = \text{Parcel EBU}$$

An assessment amount per EBU ("Rate") for the District improvements is established by taking the total cost of the improvements and dividing that amount by the total number of EBUs for parcels benefiting from such improvements.

$$\text{Total Balance to Levy} / \text{Total EBUs} = \text{Levy per EBU ("Rate")}$$

This amount is then applied back to each parcel's individual EBU to determine each parcel's proportionate benefit and assessment obligation.

$$\text{Rate} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

## Assessment Range Formula

Any new or increased assessment requires certain noticing and meeting requirements by law. The Brown Act defines the terms "new or increased assessment" to exclude certain conditions. These certain conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed."

Recognizing that the cost of maintaining the improvements will likely increase over time due to inflation, the assessments (initial maximum assessment rate established in fiscal year 2012/2013) established a fixed 3.5% annual inflationary adjustment (Assessment Range Formula). This 3.5% annual adjustment provides for reasonable increases and inflationary adjustment to the initial maximum assessment rate approved by the property owners as part of the protest ballot proceeding conducted in connection with the formation of this District.

The adoption of the maximum assessment rate and the Assessment Range Formula described herein does not mean that the annual assessments will necessarily increase each year nor does it absolutely restrict the assessments to the adjustment amount. Although the maximum assessment amount that may be levied shall be adjusted (inflated) by 3.5% each year, the actual amount to be

assessed will be based on the District’s estimated costs (budget) for that year. If the calculated assessment is less than the adjusted maximum assessment, then the calculated assessment may be approved by the City Council for collection. If the calculated assessment (based on the proposed budget) is greater than the adjusted maximum assessment for that fiscal year, then the assessment is considered an increased assessment and would require a property owner approval through a protest ballot proceeding before imposing such an increase. Otherwise, it would be necessary to reduce the budget or provide a contribution from the City to reduce the amount to be levied to an amount that can be supported by an assessment rate less than or equal to the maximum assessment rate authorized for that fiscal year.

The Assessment Range Formula (3.5% annual adjustment) has been applied to the authorized maximum assessment rate identified in the District Budget for fiscal year 2014/2015 and shall be applied in all subsequent fiscal years unless the City Council formally suspends its application.

The following table summarizes historical maximum and applied assessment rates:

FISCAL YEAR	MAXIMUM ASSESSMENT	APPLIED ASSESSMENT
2012/2013 (Base Year)	\$274.28	\$0.00
2013/2014	\$274.28	\$157.28
2014/2015	\$283.88	\$157.28

## Part III — District Budget

The following budget outlines the estimated costs to maintain the improvements at build-out which establishes the initial Maximum Assessment per EBU (Maximum Assessment Rate) and the proposed budget and applicable assessment rates for Fiscal Year 2014/2015.

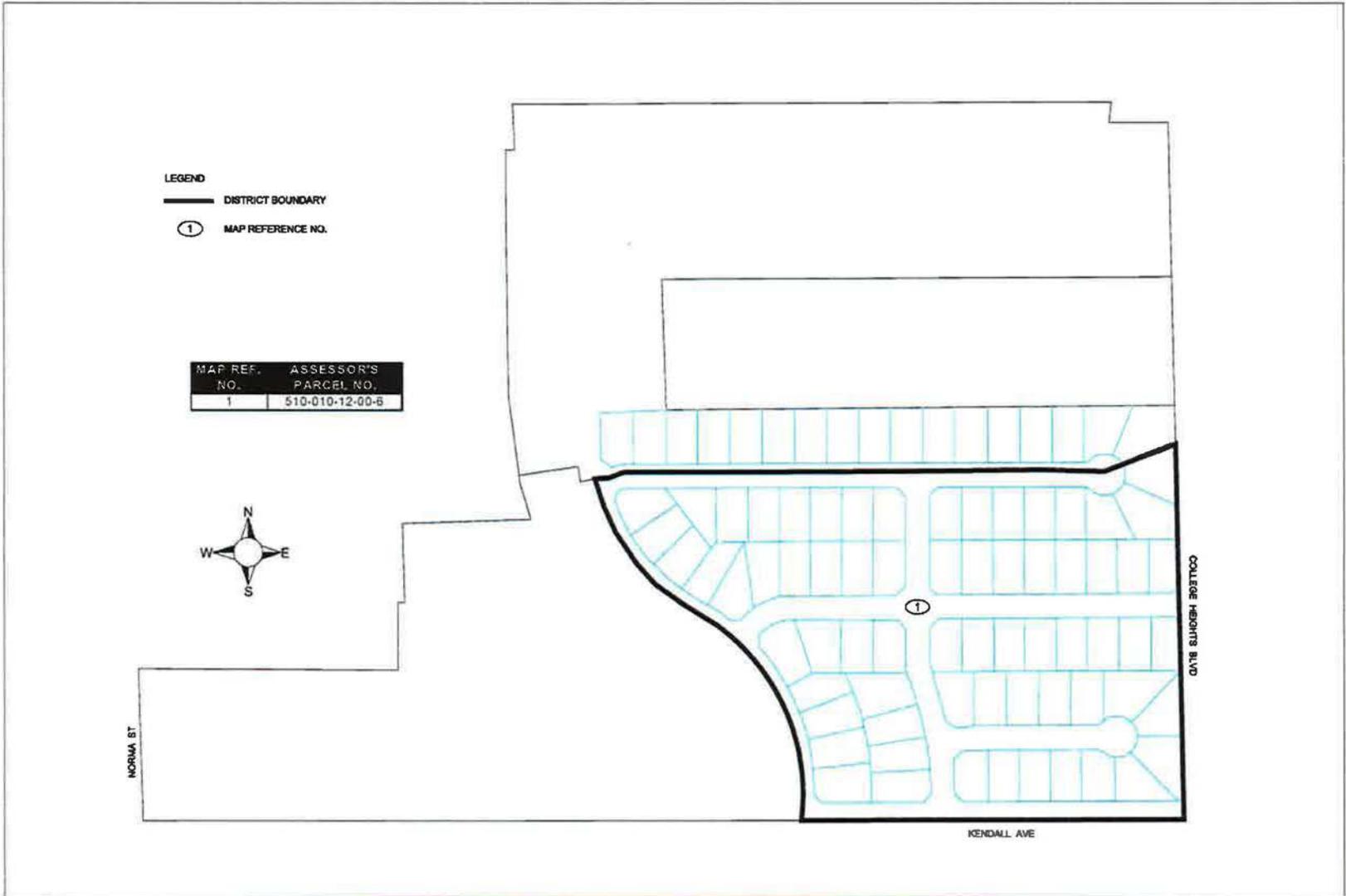
BUDGET ITEMS	Proposed Fiscal Year 2014/2015
<b>ANNUAL LANDSCAPE MAINTENANCE (DIRECT COSTS)</b>	
Landscape Maintenance Parkway (In ROW)	-
Landscape Maintenance Parkway (Easement)	-
Tree Maintenance	-
Sidewalk Maintenance	-
Masonry Wall Maintenance	-
Graffiti/Nuisance Abatement	-
<b>Total Annual Maintenance</b>	-
Landscape Water	-
Landscape Electricity	-
<b>Total Annual Landscape Utilities (Water &amp; Electricity)</b>	-
<b>Total Annual Lighting (Maintenance &amp; Energy)</b>	<b>\$3,136.00</b>
<b>Annual Maintenance Direct Costs (Total)</b>	<b>\$3,136.00</b>
<b>ANNUAL REHABILITATION/REPLACEMENT COLLECTION</b>	
Parkway Rehabilitation/Replacements (In ROW)	\$110.00
Slope Rehabilitation/Replacements (Easement)	65.00
Tree Rehabilitation/Replacements	460.00
Sidewalk Rehabilitation/Replacements	36.00
Masonry Wall Rehabilitation/Replacements	340.00
Street Light Rehabilitation/Replacements	440.00
<b>Annual Rehabilitation/Replacement Funding</b>	<b>\$1,451.00</b>
<b>Total Annual Maintenance Funding</b>	<b>\$4,587.00</b>
<b>INCIDENTAL &amp; OTHER ANNUAL FUNDING EXPENSES</b>	
Reserve Fund Collection	\$625.00
City Administration	1,143.00
Consulting Fees	4,100.00
<b>Sub Total</b>	<b>\$5,868.00</b>
County Administration Fees	\$38.00
Miscellaneous Administration Expenses	45.00
<b>Total Annual Incidental Funding Expenses</b>	<b>\$5,951.00</b>
<b>Total Annual Expenses</b>	<b>\$10,538.00</b>
<b>CONTRIBUTIONS/FUNDING ADJUSTMENTS</b>	
Revenues from Other Sources	-
City Contribution	-
<b>Total Contributions</b>	-
<b>Balance to Levy</b>	<b>\$10,538.00</b>
<b>DISTRICT STATISTICS</b>	
Total Parcels	67.00
Parcels Levied	67.00
Total Benefit Units	67.00
<b>Levy per EBU (Applied)</b>	<b>\$157.28</b>
<b>Maximum Assessment Rate per EBU</b>	<b>\$283.88</b>
<b>Prior Year Levy per EBU (Applied)</b>	<b>\$157.28</b>
<b>Maximum Assessment Rate per EBU</b>	<b>\$274.28</b>

## Part IV — District Diagram

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The lots and parcels of land within the District consist of the lots and parcels within and associated with the planned residential development known as DR Horton (Tract No. 6740).

As of the writing of this Report, these lots and parcels of land are inclusive of the Kern County Assessor's Parcel Maps as Book 510; Page 01, Parcel 12, and by reference this map and the lines and dimensions described therein are made part of this Report. The District Diagram (boundary map) is provided on the following page and encompasses the entire residential development identified as Tract No. 6740, the boundaries of which are conterminous with the boundaries of parcel 510-010-12, and by reference the diagrams and maps filed for Tract No. 6740 including the lines and dimensions described therein are made part of this Report. The combination of the District Diagram and the Assessment Roll contained in Part V of this Report constitutes the Assessment Diagram for this District.



## Part V — Assessment Roll

Parcel identification for each lot or parcel within the District is based on available parcel maps and property data from the Kern County Assessor's Office. A listing of the existing parcels (APNs) to be assessed within this District, along with the corresponding EBU assignment, Maximum Assessment and Proposed Assessment for fiscal year 2014/2015 are provided herein.

If any APN submitted for collection of the assessments is identified by the County Auditor/Controller of the County of Kern to be an invalid parcel number for any fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment, Rate and Assessment Range Formula as described in this Report and approved by the City Council.

Assessor's Parcel Number	Tract	Lot	Site Address	EBU	Maximum Assessment Authorized	Assessment Amount FY 2014/2015
510-211-01	6740	1	101 Rainshadow Ct	1.00	\$283.88	\$157.28
510-211-02	6740	2	105 Rainshadow Ct	1.00	283.88	157.28
510-211-03	6740	3	109 Rainshadow Ct	1.00	283.88	157.28
510-211-04	6740	4	113 Rainshadow Ct	1.00	283.88	157.28
510-211-05	6740	5	117 Rainshadow Ct	1.00	283.88	157.28
510-211-06	6740	6	121 Rainshadow Ct	1.00	283.88	157.28
510-211-07	6740	7	125 Rainshadow Ct	1.00	283.88	157.28
510-211-08	6740	8	129 Rainshadow Ct	1.00	283.88	157.28
510-211-09	6740	26	128 Salt River Dr	1.00	283.88	157.28
510-211-10	6740	27	124 Salt River Dr	1.00	283.88	157.28
510-211-11	6740	28	120 Salt River Dr	1.00	283.88	157.28
510-211-12	6740	29	116 Salt River Dr	1.00	283.88	157.28
510-211-13	6740	30	112 Salt River Dr	1.00	283.88	157.28
510-211-14	6740	31	108 Salt River Dr	1.00	283.88	157.28
* 510-211-15	6740	32	104 Salt River Dr	1.00	283.88	157.28
* 510-211-16	6740	33	100 Salt River Dr	1.00	283.88	157.28
510-212-01	6740	34	101 Salt River Dr	1.00	283.88	157.28
510-212-02	6740	35	105 Salt River Dr	1.00	283.88	157.28
510-212-03	6740	36	109 Salt River Dr	1.00	283.88	157.28
510-212-04	6740	37	113 Salt River Dr	1.00	283.88	157.28
510-212-05	6740	38	117 Salt River Dr	1.00	283.88	157.28
510-212-06	6740	39	121 Salt River Dr	1.00	283.88	157.28
510-212-07	6740	40	125 Salt River Dr	1.00	283.88	157.28
510-212-08	6740	41	129 Salt River Dr	1.00	283.88	157.28
* 510-212-09	6740	54	124 Majestic Sky Ct	1.00	283.88	157.28

Assessor's Parcel Number	Tract	Lot	Site Address	EBU	Maximum Assessment Authorized	Assessment Amount FY 2014/2015
* 510-212-10	6740	55	120 Majestic Sky Ct	1.00	\$283.88	\$157.28
* 510-212-11	6740	56	116 Majestic Sky Ct	1.00	283.88	157.28
* 510-212-12	6740	57	112 Majestic Sky Ct	1.00	283.88	157.28
* 510-212-13	6740	58	108 Majestic Sky Ct	1.00	283.88	157.28
* 510-212-14	6740	59	104 Majestic Sky Ct	1.00	283.88	157.28
* 510-212-15	6740	60	100 Majestic Sky Ct	1.00	283.88	157.28
* 510-212-16	6740	61	101 Majestic Sky Ct	1.00	283.88	157.28
* 510-212-17	6740	62	105 Majestic Sky Ct	1.00	283.88	157.28
* 510-212-18	6740	63	109 Majestic Sky Ct	1.00	283.88	157.28
* 510-212-19	6740	64	113 Majestic Sky Ct	1.00	283.88	157.28
* 510-212-20	6740	65	117 Majestic Sky Ct	1.00	283.88	157.28
* 510-212-21	6740	66	121 Majestic Sky Ct	1.00	283.88	157.28
* 510-212-22	6740	67	125 Majestic Sky Ct	1.00	283.88	157.28
510-213-01	6740	9	201 Rainshadow Ct	1.00	283.88	157.28
510-213-02	6740	10	205 Rainshadow Ct	1.00	283.88	157.28
510-213-03	6740	11	209 Rainshadow Ct	1.00	283.88	157.28
510-213-04	6740	12	213 Rainshadow Ct	1.00	283.88	157.28
510-213-05	6740	13	217 Rainshadow Ct	1.00	283.88	157.28
510-213-06	6740	14	221 Rainshadow Ct	1.00	283.88	157.28
510-213-07	6740	15	225 Rainshadow Ct	1.00	283.88	157.28
510-213-08	6740	16	2000 Del Rosa St	1.00	283.88	157.28
510-213-09	6740	17	2004 Del Rosa St	1.00	283.88	157.28
510-213-10	6740	18	2008 Del Rosa St	1.00	283.88	157.28
510-213-11	6740	19	2012 Del Rosa St	1.00	283.88	157.28
510-213-12	6740	20	2016 Del Rosa St	1.00	283.88	157.28
510-213-13	6740	21	216 Salt River Dr	1.00	283.88	157.28
510-213-14	6740	22	212 Salt River Dr	1.00	283.88	157.28
510-213-15	6740	23	208 Salt River Dr	1.00	283.88	157.28
510-213-16	6740	24	204 Salt River Dr	1.00	283.88	157.28
510-213-17	6740	25	200 Salt River Dr	1.00	283.88	157.28
510-214-01	6740	42	201 Salt River Dr	1.00	283.88	157.28
510-214-02	6740	43	205 Salt River Dr	1.00	283.88	157.28
510-214-03	6740	44	209 Salt River Dr	1.00	283.88	157.28
510-214-04	6740	45	213 Salt River Dr	1.00	283.88	157.28
510-214-05	6740	46	2024 Del Rosa St	1.00	283.88	157.28
510-214-06	6740	47	2028 Del Rosa St	1.00	283.88	157.28
510-214-07	6740	48	2032 Del Rosa St	1.00	283.88	157.28
510-214-08	6740	49	2036 Del Rosa St	1.00	283.88	157.28
510-214-09	6740	50	2037 Wild Thome Dr	1.00	283.88	157.28
510-214-10	6740	51	2031 Wild Thome Dr	1.00	283.88	157.28
510-214-11	6740	52	2025 Wild Thome Dr	1.00	283.88	157.28
510-214-12	6740	53	2019 Wild Thome Dr	1.00	283.88	157.28
<b>Totals</b>				<b>67.00</b>	<b>\$19,019.95</b>	<b>\$10,537.76</b>



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

**SUBJECT:**

A Resolution to approve the Revised Rate Request for Solid Waste Services (attached) and adjust the administrative fee by 1.8% for FY 14/15

**PRESENTED BY:**

Loren Culp, Asst. Director of Public Works

**SUMMARY:**

**Background**

In 2011 the City issued a competitive request for proposals for collection services and entered into a new agreement with Waste Management (WM) effective January 1, 2012. The Agreement provides for the following:

- No change in initial rates, as proposed, from January 1, 2012 through June 30, 2013.
- The first rate adjustment was effective July 1, 2013 through June 30, 2014.
- An annual adjustment of the rates after each rate year to accommodate changes in the contractor's cost (i.e. - fuel, employment costs/benefits, and general inflation) and costs associated with the County disposal system.

**Summary**

On March 31, 2014, WM submitted a request for an adjustment to customer rates. The rate request was reviewed by HF&H Consultants. They determined that the rates were calculated in accordance with the procedures in Section 11.2 and Exhibit B of the agreement between the City and WM dated September 7, 2011 (Agreement). HF&H recommends that the attached rate schedule be effective on July 1, 2014. HF&H believes the rate schedule is reasonable based on the following:

- It was arrived at through an independent analysis conducted in accordance with the procedures in the Agreement.
- It considers both the adjustment to WM compensation and the fees paid to Kern County.
- It allows for an adjustment to the administrative fee of 1.8% for FY 14/15.

**Discussion**

**FISCAL IMPACT:** None

Reviewed by Finance Director

**ACTION REQUESTED:**

That the City Council adopt the resolution that approves the Revised Rate Request for Solid Waste Services (attached) that is to be effective on July 1, 2014, and adjust the administrative fee by 1.8% for FY 14/15.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Dennis Speer

Action Date: May 21, 2014

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**RESOLUTION NO. 14-xx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST  
TO APPROVE THE REVISED RATE REQUEST FOR SOLID WASTE  
SERVICES (ATTACHED) AND ADJUST THE ADMINISTRATIVE FEE BY  
1.8% FOR FY 14/15**

**WHEREAS**, the City of Ridgecrest and entered into a new agreement with Waste Management (WM) effective January 1, 2012, and

**WHEREAS**, The Agreement provides for the following:

No change in initial rates, as proposed, from January 1, 2012 through June 30, 2013.

The first rate adjustment was effective July 1, 2013 through June 30, 2014.

An annual adjustment of the rates after each rate year to accommodate changes in the contractor's cost (i.e. - fuel, employment costs/benefits, and general inflation) and costs associated with the County disposal system, and

**WHEREAS**, WM submitted a request for an adjustment to customer rates on March 31, 2014, and,

**WHEREAS**, the rate request was reviewed by HF&H Consultants, and

**WHEREAS**, the rates were determined to be calculated in accordance with agreement procedures, and

**WHEREAS**, HF&H Consultants recommends that the attached rate schedule be effective on July 1, 2014.

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

Adopts the resolution that approves the Revised Rate Request for Solid Waste Services (attached) effective on July 1, 2014, and adjusts the administrative fee by 1.8% for FY 14/15.

**APPROVED AND ADOPTED** this 21<sup>st</sup> day of May 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Daniel O. Clark, Mayor

ATTEST:

\_\_\_\_\_  
Ricca Charlon, Deputy City Clerk

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**City of Ridgcrest  
Proposed 2014/15 Solid Waste Rate Schedule**

	Current Rates	Proposed Rate	Proposed Rate	
			Change from Current	
	2013-2014	2014-2015	\$	%
<b>Residential Service</b>				
35-Gallon Cart Service	\$12.26	\$ 12.48	\$0.22	1.8%
64-Gallon Cart Service	\$13.80	\$ 14.05	\$0.25	1.8%
95-Gallon Cart Service	\$15.32	\$ 15.60	\$0.28	1.8%
Additional 95-Gallon Cart (Resi)	\$7.18	\$ 7.31	\$0.13	1.8%
<b>Commercial Service</b>				
96g Cart 1x	\$37.09	\$ 37.66	\$0.57	1.5%
1.5yd x1	\$112.76	\$ 114.49	\$1.73	1.5%
1.5yd x2	\$181.30	\$ 183.96	\$2.66	1.4%
1.5yd x3	\$249.94	\$ 253.53	\$3.59	1.4%
1.5yd x4	\$318.39	\$ 322.91	\$4.52	1.4%
1.5yd x5	\$387.05	\$ 392.50	\$5.45	1.4%
3yd x1	\$163.75	\$ 166.09	\$2.34	1.4%
3yd x2	\$263.43	\$ 266.96	\$3.53	1.3%
3yd x3	\$363.27	\$ 367.99	\$4.72	1.3%
3yd x4	\$460.75	\$ 466.61	\$5.86	1.3%
3yd x5	\$562.65	\$ 569.74	\$7.09	1.2%
4yd x1	\$188.55	\$ 191.13	\$2.58	1.3%
4yd x2	\$303.40	\$ 307.24	\$3.84	1.2%
4yd x3	\$418.43	\$ 423.53	\$5.10	1.2%
4yd x4	\$533.13	\$ 539.48	\$6.35	1.2%
4yd x5	\$648.19	\$ 655.80	\$7.61	1.2%
6yd x1	\$262.49	\$ 266.00	\$3.51	1.3%
6yd x2	\$422.49	\$ 427.66	\$5.17	1.2%
6yd x3	\$582.70	\$ 589.54	\$6.84	1.2%
6yd x4	\$742.47	\$ 750.97	\$8.50	1.1%
6yd x5	\$902.72	\$ 912.89	\$10.17	1.1%
3yd Temp Bin Service (two week maximum)	\$112.42	\$ 114.30	\$1.88	1.6%
3yd Temp Bin Additional Pickup	\$56.35	\$ 57.22	\$0.87	1.5%
<b>Multi-Family Service</b>				
Duplex 96g cart service (Single Billed)	\$22.50	\$ 22.91	\$0.41	1.8%
Duplex 64g cart service (Single Billed)	\$20.97	\$ 21.35	\$0.38	1.8%
Duplex 32g cart service (Single Billed)	\$19.43	\$ 19.78	\$0.35	1.8%
Triplex 96g cart service (Single Billed)	\$36.85	\$ 37.51	\$0.66	1.8%
Triplex 64g cart service (Single Billed)	\$35.32	\$ 35.96	\$0.64	1.8%
Triplex 32g cart service (Single Billed)	\$33.78	\$ 34.39	\$0.61	1.8%
Quadplex 96g cart service (Single Billed)	\$51.20	\$ 52.12	\$0.92	1.8%
Quadplex 64g cart service (Single Billed)	\$49.67	\$ 50.56	\$0.89	1.8%
Quadplex 32g cart service (Single Billed)	\$48.13	\$ 49.00	\$0.87	1.8%
1.5yd x1	\$107.24	\$ 109.17	\$1.93	1.8%
1.5yd x2	\$165.85	\$ 168.84	\$2.99	1.8%
1.5yd x3	\$224.56	\$ 228.60	\$4.04	1.8%
1.5yd x4	\$283.06	\$ 288.16	\$5.10	1.8%
1.5yd x5	\$341.80	\$ 347.95	\$6.15	1.8%
3yd x1	\$146.54	\$ 149.18	\$2.64	1.8%
3yd x2	\$222.61	\$ 226.62	\$4.01	1.8%
3yd x3	\$298.84	\$ 304.22	\$5.38	1.8%
3yd x4	\$372.49	\$ 379.19	\$6.70	1.8%
3yd x5	\$451.00	\$ 459.12	\$8.12	1.8%
4yd x1	\$162.63	\$ 165.56	\$2.93	1.8%
4yd x2	\$244.19	\$ 248.59	\$4.40	1.8%
4yd x3	\$325.94	\$ 331.81	\$5.87	1.8%
4yd x4	\$407.32	\$ 414.65	\$7.33	1.8%
4yd x5	\$489.11	\$ 497.91	\$8.80	1.8%
6yd x1	\$221.58	\$ 225.57	\$3.99	1.8%
6yd x2	\$330.40	\$ 336.35	\$5.95	1.8%
6yd x3	\$439.47	\$ 447.38	\$7.91	1.8%
6yd x4	\$548.04	\$ 557.90	\$9.86	1.8%
6yd x5	\$657.15	\$ 668.98	\$11.83	1.8%
<b>Residential Recycling Service (Every Other Wk)</b>				
One or Two 95-Gallon Cart Service	\$0.00	\$ -	\$0.00	
Additional 95-Gallon Cart (Resi)	\$7.18	\$ 7.31	\$0.13	1.8%

**City of Ridgecrest  
Proposed 2014/15 Solid Waste Rate Schedule**

	Current Rates	Proposed Rate	Proposed Rate Change from Current	
<b>Commercial Recycling Service</b>				
96g Cart 1x	\$0.00	\$ -	\$0.00	
1.5yd Every Other Week	\$0.00	\$ -	\$0.00	
1.5yd x1	\$89.10	\$ 90.70	\$1.60	1.8%
1.5yd x2	\$133.99	\$ 136.40	\$2.41	1.8%
1.5yd x3	\$178.98	\$ 182.20	\$3.22	1.8%
1.5yd x4	\$223.78	\$ 227.81	\$4.03	1.8%
1.5yd x5	\$268.79	\$ 273.63	\$4.84	1.8%
3yd Every Other Week	\$0.00	\$ -	\$0.00	
3yd x1	\$116.44	\$ 118.54	\$2.10	1.8%
3yd x2	\$168.82	\$ 171.86	\$3.04	1.8%
3yd x3	\$221.34	\$ 225.32	\$3.98	1.8%
3yd x4	\$271.52	\$ 276.41	\$4.89	1.8%
3yd x5	\$326.11	\$ 331.98	\$5.87	1.8%
4yd Every Other Week	\$0.00	\$ -	\$0.00	
4yd x1	\$125.47	\$ 127.73	\$2.26	1.8%
4yd x2	\$177.25	\$ 180.44	\$3.19	1.8%
4yd x3	\$229.20	\$ 233.33	\$4.13	1.8%
4yd x4	\$280.82	\$ 285.87	\$5.05	1.8%
4yd x5	\$332.80	\$ 338.79	\$5.99	1.8%
6yd Every Other Week	\$0.00	\$ -	\$0.00	
6yd x1	\$167.88	\$ 170.90	\$3.02	1.8%
6yd x2	\$233.26	\$ 237.46	\$4.20	1.8%
6yd x3	\$298.86	\$ 304.24	\$5.38	1.8%
6yd x4	\$364.01	\$ 370.56	\$6.55	1.8%
6yd x5	\$429.65	\$ 437.38	\$7.73	1.8%
<b>Regular Roll Off Service (Monthly Rate)</b>				
3yd Compactor x1 (Solid Waste), Monthly	\$409.38	\$ 415.23	\$5.85	1.4%
6yd Compactor x1 (Solid Waste), Monthly	\$656.25	\$ 665.02	\$8.77	1.3%
10yd Compactor x1 (Solid Waste), per pull	\$194.75	\$ 198.26	\$3.51	1.8%
20yd Compactor x1 (Solid Waste), per pull	\$194.75	\$ 198.26	\$3.51	1.8%
Cost Per Ton (Solid Waste)	\$50.00	\$ 50.00	\$0.00	0.0%
3yd Compactor x1 (Recyclable Material) Monthly	\$134.42	\$ 136.84	\$2.42	1.8%
6yd Compactor x1 (Recyclable Material), Monthly	\$149.67	\$ 152.36	\$2.69	1.8%
10yd Compactor x1 (Recyclable Material), per pull	\$139.40	\$ 141.91	\$2.51	1.8%
20yd Compactor x1 (Recyclable Material), per pull	\$139.40	\$ 141.91	\$2.51	1.8%
Cost Per Ton (Recyclable Material)	\$0.00	\$ -		
<b>On Call Roll Off Service (Cost Per Pull)</b>				
10yd Drop Box (Solid Waste)	\$194.75	\$ 198.26	\$3.51	1.8%
20yd Drop Box (Solid Waste)	\$194.75	\$ 198.26	\$3.51	1.8%
30yd Drop Box (Solid Waste)	\$194.75	\$ 198.26	\$3.51	1.8%
40yd Drop Box (Solid Waste)	\$194.75	\$ 198.26	\$3.51	1.8%
3yd Compactor (Solid Waste)	\$94.54	\$ 95.89	\$1.35	1.4%
6yd Compactor (Solid Waste)	\$151.56	\$ 153.59	\$2.03	1.3%
10yd Compactor (Solid Waste)	\$194.75	\$ 198.26	\$3.51	1.8%
20yd Compactor (Solid Waste)	\$194.75	\$ 198.26	\$3.51	1.8%
Cost Per Ton (Solid Waste)	\$50.00	\$ 50.00	\$0.00	0.0%
10yd Drop Box (Recyclable Material)	\$139.40	\$ 141.91	\$2.51	1.8%
20yd Drop Box (Recyclable Material)	\$139.40	\$ 141.91	\$2.51	1.8%
30yd Drop Box (Recyclable Material)	\$139.40	\$ 141.91	\$2.51	1.8%
40yd Drop Box (Recyclable Material)	\$139.40	\$ 141.91	\$2.51	1.8%
3yd Compactor (Recyclable Material)	\$134.42	\$ 136.84	\$2.42	1.8%
6yd Compactor (Recyclable Material)	\$149.67	\$ 152.36	\$2.69	1.8%
10yd Compactor (Recyclable Material)	\$139.40	\$ 141.91	\$2.51	1.8%
20yd Compactor (Recyclable Material)	\$139.40	\$ 141.91	\$2.51	1.8%
Cost Per Ton (Recyclable Material)	\$0.00	\$ -		
<b>Other Services</b>				
Extra Bulky Waste Collection (beyond 3 per yr)	\$17.12	\$ 17.43	\$0.31	1.8%
Extra Appliance or Bulky Waste Item Collection (beyond 1 per event) - per item	\$2.92	\$ 2.97	\$0.05	1.7%
Extra Bulky Waste Collection Volume (beyond 3 yds per event)	\$5.64	\$ 5.74	\$0.10	1.7%
On Property Service (Except Senior/Disabled)	\$28.44	\$ 28.95	\$0.51	1.8%
Extra Can/Bag on Customer Service Day	\$2.92	\$ 2.97	\$0.05	1.7%
Extra Can/Bag Not on Regular Service Day	\$5.64	\$ 5.74	\$0.10	1.7%
Extra Pickup/Overage Charge (Commercial) per yard	\$19.81	\$ 20.12	\$0.31	1.5%
Lock/Unlock	\$28.96	\$ 29.48	\$0.52	1.8%
Steam Cleaning	\$76.88	\$ 78.26	\$1.38	1.8%



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

**SUBJECT:**

City Council Approval Of The Economic Development Proposed Uses And Budget For Its \$2 Million Dollar Allocation Of 2010 Tax Allocation Bond (TAB) Funds

**PRESENTED BY:**

Gary Parsons

**SUMMARY:**

The City Council previously allocated \$2 million dollars of the 2010 TAB funds for the purpose of utilizing these funds for Economic Development within the city and gave direction to staff to come back to council with the planned uses of these funds.

The staff has developed a proposed budget (attached to these report as attachment "A") by Economic Development general areas of interest and is seeking approval by the Council to move forward with the use of these fund as proposed.

**FISCAL IMPACT:** None

Reviewed by Finance Director

**ACTION REQUESTED:**

Review, discuss and approve the uses and funding of the Economic Development \$2 million dollar TAB allocation.

**CITY MANAGER'S RECOMMENDATION:**

Action as requested

Submitted by: Gary Parsons

Action Date: May 21, 2014

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## **Economic Development Proposed Budget for the Use of TAB Funds for 2014-2015**

The City Council has previously allocated \$2 million dollars of the TAB proceeds to be used for the advancement of economic development within the city and has asked the economic development staff to bring back to them a plan and budget for the use of these funds.

Major areas of interest and investment of TAB funds:

- 1) Industrial development has the goal of bringing new industry and the expansion of existing industry within city limits. Thereby creating new jobs in the city, providing new sales and property taxes, and potentially new TOT taxes which in turn would generate new revenue to the city general fund.
- 2) Retail development has the goal of expanding and supporting existing local retailers, as well as seeking new retailers, in an effort to minimize sale tax leakage while providing more new jobs to the community.
- 3) Property abatement has the goal of abating condemned buildings under the city police department code enforcement efforts.
- 4) City signage matching funds program has the goal of working with the RACVB to provide matching funds for the development of new city entry signs as well as local directional signs within the community.
- 5) Already approved and expended by the city council - such as the chamber agreement, city banner program and downtown branding effort.

Proposed uses of funds:

1) Industrial development*	\$1,000,000.00
2) Retail development	\$ 500,000.00
3) Property abatement program	\$ 250,000.00
4) City signage matching funds program	\$ 55,000.00
5) Already approved and expended funds	<u>\$ 195,000.00</u>
<b>Total TAB funds Allocated</b>	<b>\$2,000,000.00</b>

\*Note: Staff has already received over \$4,750,000 in industrial development proposed requests for funding.

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**RESOLUTION NO. 14-XX**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL APPROVING THE ECONOMIC DEVELOPMENT PROPOSED USES AND BUDGET FOR THE DEPARTMENTS \$2 MILLION DOLLAR ALLOCATION OF 2010 TAX ALLOCATION BOND (TAB) FUNDS**

**WHEREAS**, The City Council has previously allocated \$2 million dollars of the TAB proceeds to be used for the advancement of economic development within the city; and

**WHEREAS**, City staff has developed a proposed budget by Economic Development general areas of interest; and

**WHEREAS**, City staff further seeks approval by the Council to move forward with the use of these fund as proposed below:

Proposed uses of funds:

1) Industrial development*	\$1,000,000.00
2) Retail development	\$ 500,000.00
3) Property abatement program	\$ 250,000.00
4) City signage matching funds program	\$ 55,000.00
5) Already approved and expended funds	<u>\$ 195,000.00</u>
<b>Total TAB funds Allocated</b>	<b>\$2,000,000.00</b>

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Ridgecrest as follows:

The City Council hereby adopts this Resolution Approving the Use of the \$2Million dollars of 2010 TAB funds as indicated herein.

**APPROVED AND ADOPTED this 21st day of May, 2014**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Daniel O. Clark, Mayor

ATTEST:

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Ricca Charlon, Deputy City Clerk

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

**SUBJECT:**

Executive Summary and Discussion of Fiscal Year 2013-14 Budget Projections

**PRESENTED BY:**

Rachelle McQuiston, Finance Director/Agency Treasurer

**BACKGROUND:**

Pursuant to Council request, the Director of Finance has actively researched revenue and expenditure projections for the remaining Fiscal Year 2013-14 Budget.

**FISCAL IMPACT:**

No Fiscal Impact

Reviewed by Finance Director

**ACTION REQUESTED:**

Receive and File

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Rachelle McQuiston Finance Director

Action Date: May 21, 2014

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	FY 2012/2013 FINAL	FY 2013/2014 BUDGET	MONTH END Sep-13	MONTH END Oct-13	MONTH END Nov-13	MONTH END Dec-13	MONTH END Feb-14	MONTH END Mar-14	Difference from previous month
<b>General Fund</b>									
Total Projected Revenue	13,613,935.86	11,992,898.00	11,663,022.15	12,270,774.29	12,238,007.94	12,899,850.83	13,156,846.31	11,888,154.60	(1,268,691.71)
Total Projected Salary and Benf	(7,276,998.61)	(8,011,619.00)	(7,557,372.56)	(7,884,192.00)	(8,190,069.05)	(8,060,561.72)	(8,138,337.73)	(8,091,459.09)	46,878.64
Total Projected Svcs and Supplies	(1,766,797.69)	(4,014,516.00)	(2,863,786.73)	(2,639,171.26)	(3,085,205.29)	(3,198,824.57)	(3,477,328.95)	(3,374,252.24)	103,076.71
Total Projected ISF	(1,147,426.43)	(201,618.00)	(190,792.56)	(191,272.02)	(199,670.28)	(180,905.45)	(192,551.03)	(203,374.57)	(10,823.54)
Total Projected Transf to Other Funds	(1,381,847.15)	(723,161.00)	(967,361.79)	(967,361.79)	(812,361.79)	(812,361.79)	(812,361.58)	(812,361.58)	-
Projected Net	2,040,865.98	(958,016.00)	83,708.51	588,777.22	(49,298.47)	647,197.30	536,267.02	(593,292.88)	(1,129,559.90)
<b>REVENUE</b>									
Pass Thru take back	(882,214.19)			(100,000.00)					
Transfers in From Other Funds	(500,000.00)								
TOT	130,000.00								
<b>Gas Tax Fund</b>									
Total Projected Revenue	1,686,389.03	1,780,328.00	1,780,328.08	1,833,989.26	1,814,257.55	1,814,257.55	1,820,221.18	2,743,721.18	923,500.00
Total Projected Salary and Benf	(373,452.97)	(484,288.00)	(426,655.66)	(437,783.18)	(483,500.95)	(483,500.95)	(490,061.34)	(491,347.80)	(1,286.46)
Total Projected Svcs and Supplies	(380,086.57)	(906,697.00)	(1,038,231.92)	(1,015,921.01)	(1,016,306.51)	(1,016,306.51)	(1,016,306.51)	(1,907,533.66)	(891,227.15)
Total Projected ISF	(128,355.02)	(130,000.00)	(85,460.56)	(84,733.53)	(90,670.30)	(90,670.30)	(88,880.25)	(93,345.96)	(4,465.71)
Total Projected Transf to Other Funds	(225,484.00)	(241,644.00)	(170,124.00)	(212,645.00)	(257,111.00)	(257,111.00)	(182,497.50)	(179,436.00)	3,061.50
Projected Net	579,010.47	17,699.00	59,855.94	82,906.54	(33,331.20)	(33,331.20)	42,475.58	72,057.76	29,582.18
TAB funds	1,000,000.00								
<b>Transit Fund</b>									
Total Projected Revenue	1,343,409.41	1,068,633.00	987,344.48	1,983,902.25	2,026,761.36	2,026,761.36	1,151,044.81	1,929,347.81	778,303.00
Total Projected Salary and Benf	(564,241.90)	(651,963.00)	(555,655.76)	(572,823.89)	(645,389.41)	(645,389.41)	(624,271.60)	(626,367.57)	(2,095.97)
Total Projected Svcs and Supplies	(203,814.66)	(244,255.00)	(270,077.05)	(279,101.39)	(332,796.39)	(332,796.39)	(391,612.30)	(1,094,238.89)	(702,626.59)
Total Projected ISF	(119,360.85)	(72,000.00)	(45,501.84)	(43,946.79)	(49,486.87)	(49,486.87)	(50,442.63)	(53,173.47)	(2,730.84)
Total Projected Transf to Other Funds	(292,751.00)	(141,543.00)	(113,580.00)	(138,677.00)	(131,486.38)	(131,486.38)	(132,757.49)	(129,178.65)	3,578.84
Projected Net	163,241.00	(41,128.00)	2,529.83	949,353.18	867,602.31	867,602.31	(48,039.21)	26,389.23	74,428.44
New Garage Funding	800,000.00								
<b>Wastewater Fund</b>									
Total Projected Revenue	1,888,752.08	1,823,500.00	1,823,500.00	2,106,631.41	2,427,048.91	2,427,048.91	2,382,494.31	2,382,494.31	-
Total Projected Salary and Benf	(630,205.11)	(561,450.00)	(561,450.00)	(173,970.41)	(577,931.02)	(577,931.02)	(602,523.62)	(603,496.12)	(972.50)
Total Projected Svcs and Supplies	(840,277.89)	(1,464,379.00)	(7,868,687.00)	(5,727,719.49)	(3,198,824.57)	(3,198,824.57)	(1,967,335.40)	(1,927,362.01)	39,973.39
Total Projected ISF	(87,660.22)	(34,458.00)	(34,458.00)	(6,327.24)	(22,853.71)	(22,853.71)	(22,669.59)	(23,489.79)	(820.20)
Total Projected Transf to Other Funds	(303,381.00)	(303,139.00)	(320,420.00)	(155,299.00)	(174,352.00)	(174,352.00)	(220,036.00)	(229,501.00)	(9,465.00)
Projected Net	27,227.86	(539,926.00)	(6,961,515.00)	(3,956,684.73)	(1,546,912.40)	(1,546,912.40)	(430,070.30)	(401,354.61)	28,715.69

BUDGET UNIT  
Budget Name

GENERAL FUNDED DEPARTMENTS

Information as of: **3/31/14**  
Number of Months Elapsed: 9

Projection as of: **5/15/14**

	ADOPTED	ADJUSTED	TO DATE			STRAIGHT-LINED PROJECTION	CUSTOM PROJECTION or Adjustment	Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR					
<b>SALARIES &amp; BENEFITS</b>										
11-01 SALARIES-REGULAR	\$ 4,492,250.00	\$ 4,465,963.00	2,948,296.28	\$ -	\$ 2,948,296.28	\$ -	\$ 1,206,867.14	4,155,163.42	\$ 310,799.58	
11-02 SALARIES-SICK LEAVE	\$ -	\$ 12,033.00	59,017.44	\$ -	\$ 59,017.44	\$ -	\$ 37,350.92	96,368.36	\$ (84,335.36)	
11-03 SALARIES-INJURY LEAVE	\$ -	\$ 944.00	58,116.98	\$ -	\$ 58,116.98	\$ -	\$ 30,816.66	88,933.64	\$ (87,989.64)	
11-06 SALARIES-VACATION	\$ -	\$ 28,756.00	139,792.51	\$ -	\$ 139,792.51	\$ -	\$ 33,340.36	173,132.87	\$ (144,376.87)	
11-07 SALARIES-COMP-TIME	\$ -	\$ 1,991.00	11,367.32	\$ -	\$ 11,367.32	\$ -	\$ 4,345.29	15,712.61	\$ (13,721.61)	
11-08 TEMPORARY ADJ	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-10 SALARIES-FINAL PAY	\$ 201,977.00	\$ 202,414.00	148,791.97	\$ -	\$ 148,791.97	\$ -	\$ 60,091.77	208,883.74	\$ (6,469.74)	
11-12 SALARIES-SICK LEAVE BUYOUT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-14 SALARY SAVINGS	\$ (279,000.00)	\$ (279,000.00)	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ (279,000.00)	
11-16 SALARIES-VACATION BUYOUT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-17 SALARIES-COMP-TIME BUYOUT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-18 SALARIES ADMIN BUYOUT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-20 SALARIES-PART TIME	\$ 340,449.00	\$ 340,449.00	95,499.55	\$ -	\$ 95,499.55	\$ -	\$ 29,075.81	124,575.36	\$ 215,873.64	
11-21 SALARIES-STANDBY	\$ -	\$ 500.00	1,139.89	\$ -	\$ 1,139.89	\$ -	\$ 187.07	1,326.96	\$ (826.96)	
11-30 OVERTIME	\$ 344,896.00	\$ 477,982.00	217,431.07	\$ -	\$ 217,431.07	\$ -	\$ 82,180.89	299,611.96	\$ 178,370.04	
11-31 HOLIDAY OVERTIME	\$ 71,500.00	\$ 95,110.00	62,303.32	\$ -	\$ 62,303.32	\$ -	\$ 6,690.46	68,993.78	\$ 26,116.22	
11-51 BOARDS & COMMISSIONS	\$ 58,440.00	\$ 58,440.00	43,306.16	\$ -	\$ 43,306.16	\$ -	\$ 14,410.00	57,716.16	\$ 723.84	
11-60 CAFETERIA CASH OUT	\$ 251,479.00	\$ 251,479.00	188,068.18	\$ -	\$ 188,068.18	\$ -	\$ 74,227.21	262,295.39	\$ (10,816.39)	
16-01 SOCIAL SECURITY	\$ 292,913.00	\$ 293,519.00	216,895.63	\$ -	\$ 216,895.63	\$ -	\$ 89,223.23	306,118.86	\$ (12,599.86)	
16-02 PERS	\$ 1,143,354.00	\$ 1,145,411.00	884,465.71	\$ -	\$ 884,465.71	\$ -	\$ 349,462.26	1,233,927.97	\$ (88,516.97)	
16-03 MANDATED MEDICARE	\$ 76,030.00	\$ 76,172.00	54,396.75	\$ -	\$ 54,396.75	\$ -	\$ 21,533.20	75,929.95	\$ 242.05	
16-04 PARS	\$ 15,418.00	\$ 15,418.00	5,582.53	\$ -	\$ 5,582.53	\$ -	\$ 1,723.45	7,305.98	\$ 8,112.02	
16-05 OPEB - MEDICAL INS PREM	\$ 59,996.00	\$ 60,146.00	52,275.32	\$ -	\$ 52,275.32	\$ -	\$ 18,603.63	70,878.95	\$ (10,732.95)	
17-01 UNIFORM ALLOWANCE	\$ 44,950.00	\$ 44,950.00	48,083.34	\$ -	\$ 48,083.34	\$ -	\$ -	48,083.34	\$ (3,133.34)	
17-02 SHOE ALLOWANCE	\$ 1,400.00	\$ 1,400.00	1,400.00	\$ -	\$ 1,400.00	\$ -	\$ -	1,400.00	\$ -	
17-03 UNEMPLOYMENT	\$ 45,323.00	\$ 45,423.00	32,133.10	\$ -	\$ 32,133.10	\$ -	\$ 13,242.00	45,375.10	\$ 47.90	
17-04 WORKERS COMP	\$ 254,361.00	\$ 254,821.00	238,239.23	\$ -	\$ 238,239.23	\$ -	\$ 93,813.57	332,052.80	\$ (77,231.80)	
17-05 MEDICAL INSURANCE	\$ 299,938.00	\$ 300,635.00	210,330.44	\$ -	\$ 210,330.44	\$ -	\$ 83,788.66	294,119.10	\$ 6,515.90	
17-06 DENTAL INSURANCE	\$ 41,052.00	\$ 41,139.00	30,010.61	\$ -	\$ 30,010.61	\$ -	\$ 11,591.05	41,601.66	\$ (462.66)	
17-07 LIFE INSURANCE	\$ 21,936.00	\$ 21,970.00	10,129.37	\$ -	\$ 10,129.37	\$ -	\$ 1,599.55	11,728.92	\$ 10,241.08	
17-08 VISION CARE	\$ 895.00	\$ 919.00	1,622.75	\$ -	\$ 1,622.75	\$ -	\$ 1,018.04	2,640.79	\$ (1,721.79)	
17-09 COLONIAL PRODUCTS	\$ 3,649.00	\$ 3,649.00	1,730.49	\$ -	\$ 1,730.49	\$ -	\$ -	1,730.49	\$ 1,918.51	
17-10 AFLAC BENEFITS	\$ 48,589.00	\$ 48,951.00	34,336.08	\$ -	\$ 34,336.08	\$ -	\$ 14,412.22	48,748.30	\$ 202.70	
17-11 LONG-TERM DISABILITY	\$ -	\$ 35.00	2,157.58	\$ -	\$ 2,157.58	\$ 0.03	\$ 2,374.22	4,531.83	\$ (4,496.83)	
17-12 LONG-TERM DISABILITY	\$ -	\$ -	5,894.07	\$ -	\$ 5,894.07	\$ -	\$ 6,676.73	12,570.80	\$ (12,570.80)	
<b>SALARIES &amp; BENEFITS TOTAL</b>	<b>\$ 7,831,795.00</b>	<b>\$ 8,011,619.00</b>	<b>\$ 5,802,813.67</b>	<b>\$ -</b>	<b>\$ 5,802,813.67</b>	<b>\$ 0.03</b>	<b>\$ 2,288,645.39</b>	<b>\$ 8,091,459.09</b>	<b>\$ (79,840.09)</b>	

BUDGET UNIT  
Budget Name

GENERAL FUNDED DEPARTMENTS

Information as of:  
Number of Months Elapsed:

3/31/14  
9

Projection as of:  
5/15/14

		TO DATE			Projected		TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
ADOPTED	ADJUSTED	EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	STRAIGHT-LINED PROJECTION	CUSTOM PROJECTION or Adjustment			
SERVICES AND SUPPLIES									
19-05	CONTINGENCIES	\$ -	\$ -	-	\$ -	\$ -	0.00	\$ -	
21-02	AUDITING	\$ 37,000.00	\$ 59,000.00	29,590.91	\$ 22,409.00	\$ 51,999.91	57,590.91	\$ 1,409.09	
21-03	LEGAL SERVICES	\$ 166,000.00	\$ 166,000.00	121,288.95	\$ 38,000.00	\$ 159,288.95	159,288.95	\$ 6,711.05	
21-04	MEDICAL & LAB SUPPLIES	\$ 9,530.00	\$ 9,030.00	6,458.14	\$ -	\$ 6,458.14	7,578.14	\$ 1,451.86	
21-06	ENGR,SURVEY & ARCHIT	\$ 53,880.00	\$ 204,184.00	39,927.40	\$ 49,833.37	\$ 89,760.77	139,927.40	\$ 64,256.60	
21-07	PROF PERSONNEL SVCS	\$ 1,100.00	\$ 2,800.00	1,088.00	\$ -	\$ 1,088.00	2,288.00	\$ 512.00	
21-08	LEGAL SERVICES-OTHER	\$ 82,000.00	\$ 146,657.00	159,573.24	\$ -	\$ 159,573.24	200,573.24	\$ (53,916.24)	
21-09	OTHER PROFESSIONAL SVCS	\$ 274,025.00	\$ 516,910.00	77,831.31	\$ 66,072.97	\$ 143,904.28	189,943.31	\$ 326,966.69	
21-10	PROF SVCS RACVB	\$ -	\$ -	-	\$ -	\$ -	0.00	\$ -	
21-11	CHAMBER OF COMMERCE	\$ 2,500.00	\$ 2,500.00	-	\$ -	\$ -	2,500.00	\$ -	
21-12	CHANNEL 6	\$ -	\$ -	-	\$ -	\$ -	0.00	\$ -	
21-13	CITY WEB SITE	\$ 2,500.00	\$ 2,500.00	933.36	\$ -	\$ 933.36	2,133.36	\$ 366.64	
22-01	UTILITIES: GAS	\$ 55,500.00	\$ 55,500.00	36,150.41	\$ -	\$ 36,150.41	62,150.41	\$ (6,650.41)	
22-02	UTILITIES:ELECTRIC	\$ 122,000.00	\$ 122,000.00	97,847.55	\$ -	\$ 97,847.55	127,847.55	\$ (5,847.55)	
22-03	UTILITIES:WATER	\$ 68,650.00	\$ 68,650.00	60,436.42	\$ -	\$ 60,436.42	91,221.42	\$ (22,571.42)	
22-04	UTILITIES:WASTE DISPOSAL	\$ 3,625.00	\$ 3,877.00	2,363.86	\$ -	\$ 2,363.86	2,848.86	\$ 1,028.14	
23-01	REPAIR AND MAINT	\$ 24,003.00	\$ 28,203.00	5,925.98	\$ -	\$ 5,925.98	10,168.98	\$ 18,034.02	
23-02	RADIO R&M	\$ 15,800.00	\$ 15,800.00	1,831.77	\$ -	\$ 1,831.77	2,931.77	\$ 12,868.23	
23-03	OTHER EQUIP R&M	\$ 35,500.00	\$ 34,700.00	19,715.85	\$ 9,738.80	\$ 29,454.65	27,615.85	\$ 7,084.15	
23-04	BUILDING/GROUND R&M	\$ 90,100.00	\$ 144,065.00	83,608.06	\$ 20,033.25	\$ 103,641.31	116,608.06	\$ 27,456.94	
23-05	STREET R&M	\$ -	\$ -	-	\$ -	\$ -	0.00	\$ -	
23-06	ELEVATOR MAINT	\$ 4,800.00	\$ 4,800.00	3,569.86	\$ -	\$ 3,569.86	3,569.86	\$ 1,230.14	
23-07	SERVER R&M	\$ -	\$ -	-	\$ -	\$ -	0.00	\$ -	
23-08	MAINTENANCE CONTRACT	\$ -	\$ 1,120.00	-	\$ 1,120.00	\$ 1,120.00	1,120.00	\$ -	
23-18	FLEET MAINT SVC	\$ 400.00	\$ 400.00	-	\$ -	\$ -	100.00	\$ 300.00	
24-01	COMPREHENSIVE LIABILITY	\$ 850.00	\$ 850.00	-	\$ -	\$ -	0.00	\$ 850.00	
24-05	DENTAL INSURANCE	\$ -	\$ -	-	\$ -	\$ -	0.00	\$ -	
25-01	TRAININGS/MEETINGS	\$ 111,750.00	\$ 151,575.00	49,979.96	\$ -	\$ 49,979.96	101,429.96	\$ 50,145.04	
25-02	COURT TRANSPORT	\$ 2,000.00	\$ 2,000.00	968.73	\$ -	\$ 968.73	1,718.73	\$ 281.27	
25-03	FREIGHT & EXPRESS	\$ 1,670.00	\$ 1,970.00	1,092.71	\$ -	\$ 1,092.71	1,617.71	\$ 352.29	
25-06	JOB APP EXPENSE	\$ -	\$ -	-	\$ -	\$ -	0.00	\$ -	
26-01	TELEPHONE	\$ 66,900.00	\$ 66,900.00	37,174.24	\$ -	\$ 37,174.24	49,014.24	\$ 17,885.76	
26-02	POSTAGE	\$ 8,425.00	\$ 9,370.00	6,913.24	\$ 663.44	\$ 7,576.68	8,938.24	\$ 431.76	
26-03	PHONE - LONG DISTANCE	\$ 400.00	\$ 400.00	225.99	\$ -	\$ 225.99	325.99	\$ 74.01	
26-04	ADVERTISING	\$ 8,339.00	\$ 7,639.00	3,551.09	\$ -	\$ 3,551.09	6,101.09	\$ 1,537.91	
26-07	INTERNET	\$ -	\$ -	-	\$ -	\$ -	0.00	\$ -	
28-01	RENTS & LEASES	\$ 29,800.00	\$ 29,540.00	22,189.08	\$ -	\$ 22,189.08	27,689.08	\$ 1,850.92	
28-03	ANIMAL DISPOSAL	\$ 8,500.00	\$ 8,500.00	5,820.00	\$ -	\$ 5,820.00	7,320.00	\$ 1,180.00	
28-04	DAMAGES & JUDGEMENTS	\$ 200.00	\$ 250.00	250.00	\$ -	\$ 250.00	250.00	\$ -	
28-05	LAUNDRY	\$ 2,250.00	\$ 2,250.00	1,472.98	\$ -	\$ 1,472.98	1,972.98	\$ 277.02	

BUDGET UNIT  
Budget Name

GENERAL FUNDED DEPARTMENTS  
[Empty Box]

Information as of:  
Number of Months Elapsed: 9

3/31/14

Projection as of:  
5/15/14

				TO DATE					Projected	(OVER) or UNDERSPENT VARIANCE	COMMENTS
		ADOPTED	ADJUSTED	EXPENDED	ENCUMB'D	TOTAL	STRAIGHT- LINED PROJECTION	CUSTOM	TOTAL		
				SO FAR	SO FAR	SO FAR		PROJECTION	FOR		
28-06	ELECTION EXPENSE	\$ 20,000.00	\$ 20,000.00	233.43	\$ -	\$ 233.43	\$ -	\$ 20,000.00	20,233.43	\$ (233.43)	
28-07	DUES & PUBLICATIONS	\$ 26,214.00	\$ 27,529.00	20,785.96	\$ -	\$ 20,785.96	\$ -	\$ 2,117.00	22,902.96	\$ 4,626.04	
28-09	TAXES	\$ 2,200.00	\$ 2,200.00	2,289.12	\$ -	\$ 2,289.12	\$ -	\$ -	2,289.12	\$ (89.12)	
28-10	AID TO OUTSIDE AGENCIES	\$ 382,557.00	\$ 765,114.00	-	\$ -	\$ -	\$ -	\$ 782,557.00	782,557.00	\$ (17,443.00)	
28-11	TEMP EMPLOYEE EXPENSE	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
28-12	EMPLOYEE ACTIVITIES	\$ 600.00	\$ 600.00	62.71	\$ -	\$ 62.71	\$ -	\$ 600.00	662.71	\$ (62.71)	
28-13	FINANCE CHARGES/PENALTIES	\$ 5,200.00	\$ 5,200.00	20,649.16	\$ -	\$ 20,649.16	\$ -	\$ 115.00	20,764.16	\$ (15,564.16)	
28-15	CLASS INSTRUCTOR	\$ 57,000.00	\$ 57,000.00	20,275.30	\$ -	\$ 20,275.30	\$ -	\$ 17,000.00	37,275.30	\$ 19,724.70	
28-19	JAIL OPERATIONS - KERN CO	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
28-21	DEVELOPMENT LOANS	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
28-38	RDA DISTRIBUTION-KERN	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
28-99	BANK SRVICE FEES	\$ 25,000.00	\$ 23,000.00	10,781.50	\$ -	\$ 10,781.50	\$ -	\$ 10,000.00	20,781.50	\$ 2,218.50	
29-04	EDUCATION EXPENSE	\$ 3,750.00	\$ 3,750.00	239.91	\$ -	\$ 239.91	\$ -	\$ -	239.91	\$ 3,510.09	
29-05	PRINTING/REPRO	\$ 11,950.00	\$ 16,575.00	4,599.82	\$ -	\$ 4,599.82	\$ -	\$ 7,857.00	12,456.82	\$ 4,118.18	
29-06	SPECIAL INVESTIGATION	\$ 80,000.00	\$ 230,925.00	90,213.87	\$ 79.02	\$ 90,292.89	\$ -	\$ 140,000.00	230,213.87	\$ 711.13	
29-07	SOFTWARE, NON-CAPITAL	\$ 104,000.00	\$ 165,711.00	138,369.05	\$ -	\$ 138,369.05	\$ -	\$ 22,000.00	160,369.05	\$ 5,341.95	
29-09	OTHER MISC CHARGES	\$ 11,400.00	\$ 111,335.00	104,129.73	\$ 750.00	\$ 104,879.73	\$ -	\$ 1,245.00	105,374.73	\$ 5,960.27	
29-16	SPAY/NEUTER DONATIONS	\$ 10,000.00	\$ 10,000.00	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ 10,000.00	
29-99	CONTINGENCIES	\$ 11,200.00	\$ 10,000.00	10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	10,000.00	\$ -	
31-01	SMALL TOOLS-MINOR EQUIP	\$ 57,615.00	\$ 64,695.00	17,574.31	\$ 1,081.42	\$ 18,655.73	\$ -	\$ 14,700.00	32,274.31	\$ 32,420.69	
32-01	VEHICLE REPAIR SUPPLY	\$ 3,000.00	\$ 3,000.00	327.76	\$ -	\$ 327.76	\$ -	\$ -	327.76	\$ 2,672.24	
32-02	RADIO REPAIR SUPPLY	\$ 1,500.00	\$ 1,500.00	32.01	\$ -	\$ 32.01	\$ -	\$ 500.00	532.01	\$ 967.99	
32-03	OTHER EQUIP REPAIR SUPPLY	\$ 29,400.00	\$ 34,765.00	9,475.00	\$ 3,280.27	\$ 12,755.27	\$ -	\$ 14,200.00	23,675.00	\$ 11,090.00	
32-04	BLDG & GRNDS SUPPLIES	\$ 51,290.00	\$ 68,146.00	23,851.17	\$ 1,881.95	\$ 25,733.12	\$ -	\$ 19,000.00	42,851.17	\$ 25,294.83	
32-05	STREET REPAIR SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
32-09	OTHER REPAIR SUPPLIES	\$ 1,200.00	\$ 2,670.00	1,836.04	\$ 1,470.00	\$ 3,306.04	\$ -	\$ 200.00	2,036.04	\$ 633.96	
33-01	JANITORIAL	\$ 20,700.00	\$ 22,700.00	14,111.01	\$ -	\$ 14,111.01	\$ -	\$ 5,400.00	19,511.01	\$ 3,188.99	
34-01	OFFICE SUPPLIES	\$ 19,950.00	\$ 23,128.00	6,819.65	\$ 3,458.45	\$ 10,278.10	\$ -	\$ 5,188.00	12,007.65	\$ 11,120.35	
34-02	PRINTER SUPPLIES	\$ 11,000.00	\$ 11,000.00	7,866.28	\$ 943.27	\$ 8,809.55	\$ -	\$ 3,500.00	11,366.28	\$ (366.28)	
34-03	PRINTER-TONER SUPPLIES	\$ -	\$ 772.00	817.00	\$ 771.72	\$ 1,588.72	\$ -	\$ 772.00	1,589.00	\$ (817.00)	
34-04	PRINTER TRANS DRUMS/CART	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
34-05	PRINTER PAPER SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
35-01	MOTOR FUEL, OIL, LUBE	\$ 6,000.00	\$ 8,611.00	5,584.97	\$ -	\$ 5,584.97	\$ -	\$ 3,200.00	8,784.97	\$ (173.97)	
36-01	RECREATION SUPPLIES	\$ 21,000.00	\$ 19,992.00	2,797.48	\$ -	\$ 2,797.48	\$ -	\$ 3,900.00	6,697.48	\$ 13,294.52	
36-02	HORTICULTURAL SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
36-03	RESALE SUPPLIES	\$ 7,300.00	\$ 5,300.00	2,852.93	\$ -	\$ 2,852.93	\$ -	\$ 2,000.00	4,852.93	\$ 447.07	
37-01	CHEMICAL, LAB & MED SUPPLIES	\$ 24,500.00	\$ 22,500.00	11,892.58	\$ 3,473.55	\$ 15,366.13	\$ -	\$ 23,200.00	35,092.58	\$ (12,592.58)	
38-01	FOOD	\$ 2,000.00	\$ 3,010.00	1,383.13	\$ -	\$ 1,383.13	\$ -	\$ 1,220.00	2,603.13	\$ 406.87	
38-02	FOOD	\$ 10,250.00	\$ 10,250.00	4,074.28	\$ -	\$ 4,074.28	\$ -	\$ 4,250.00	8,324.28	\$ 1,925.72	
38-03	CLOTHING	\$ 1,600.00	\$ 600.00	164.64	\$ -	\$ 164.64	\$ -	\$ -	164.64	\$ 435.36	
38-04	SAFET EQ (NON-CLOTHING)	\$ 750.00	\$ 750.00	668.31	\$ -	\$ 668.31	\$ -	\$ -	668.31	\$ 81.69	
39-01	CAMERA SUPPLIES/PRINTS	\$ 850.00	\$ 850.00	36.28	\$ -	\$ 36.28	\$ -	\$ -	36.28	\$ 813.72	
39-02	CITY BEAUTIFICATION SPPLY	\$ 1,000.00	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	

BUDGET UNIT  
Budget Name

GENERAL FUNDED DEPARTMENTS  
[Empty Box]

Information as of:  
Number of Months Elapsed:

3/31/14  
9

Projection as of:  
5/15/14

		TO DATE							Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
		ADOPTED	ADJUSTED	EXPENDED	ENCUMB'D	TOTAL	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment			
				SO FAR	SO FAR	SO FAR					
39-09	OTHER OPERATING SUPPLIES	\$ 20,828.00	\$ 29,062.00	10,131.36	\$ -	\$ 10,131.36	\$ -	\$ 5,000.00	15,131.36	\$ 13,930.64	
41-21	MAIN COMPUTER EQUIP	\$ 3,000.00	\$ 48,000.00	41,959.99	\$ -	\$ 41,959.99	\$ -	\$ 2,891.46	44,851.45	\$ 3,148.55	
41-22	COMPUTER PRINTER	\$ -	\$ 1,175.00	-	\$ -	\$ -	\$ -	\$ 1,175.00	1,175.00	\$ -	
41-23	SOFTWARE, CAPITAL	\$ 10,000.00	\$ 12,253.00	6,158.54	\$ 387.90	\$ 6,546.44	\$ -	\$ 3,000.00	9,158.54	\$ 3,094.46	
41-25	SERVER COMPUTER EQUIP	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
41-27	LAP TOP COMPUTER	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
41-28	DESK COMPUTER EQUIP	\$ 12,000.00	\$ 12,000.00	7,301.43	\$ 135.50	\$ 7,436.93	\$ -	\$ 3,000.00	10,301.43	\$ 1,698.57	
41-29	OTHER COMPUTER EQUIP	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
41-30	NETWORK COMPONENTS	\$ 13,000.00	\$ 13,000.00	11,289.27	\$ 307.26	\$ 11,596.53	\$ -	\$ 400.00	11,689.27	\$ 1,310.73	
41-31	PASSENGER SEDAN	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
41-32	PASSENGER VEHICLE PATROL	\$ 126,000.00	\$ 126,000.00	125,962.30	\$ -	\$ 125,962.30	\$ -	\$ -	125,962.30	\$ 37.70	
41-33	MOTORCYCLE	\$ -	\$ 33,500.00	33,440.44	\$ 48.63	\$ 33,489.07	\$ -	\$ -	33,440.44	\$ 59.56	
41-34	PICKUP TRUCK	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
41-39	OTHER VEHICLES	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
41-40	CAPITAL REPAIRS VEH	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
41-42	RIDING TURF CARE EQUIP	\$ 16,000.00	\$ 14,389.00	14,388.77	\$ -	\$ 14,388.77	\$ -	\$ -	14,388.77	\$ 0.23	
41-65	RADIO EQUIPMENT	\$ 12,000.00	\$ 12,000.00	11,713.54	\$ 41.83	\$ 11,755.37	\$ -	\$ -	11,713.54	\$ 286.46	
41-67	TV/PROECTORS/CAMERA/VCR	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
41-71	ACQUISTION OF COPIERS	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
41-78	SURVEILLANCE/RADAR EQUIP	\$ -	\$ 4,000.00	4,075.00	\$ -	\$ 4,075.00	\$ -	\$ -	4,075.00	\$ (75.00)	
41-82	W.W. EQUIPMENT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
41-86	FIREARMS AND SAFETY VEST	\$ 9,000.00	\$ 9,000.00	7,406.88	\$ -	\$ 7,406.88	\$ -	\$ -	7,406.88	\$ 1,593.12	
41-99	MISC OTHER EQUIP	\$ 38,000.00	\$ 58,896.00	21,058.78	\$ -	\$ 21,058.78	\$ -	\$ 10,000.00	31,058.78	\$ 27,837.22	
45-02	IMPROVEMENTS - BUILDING	\$ 18,123.00	\$ 18,123.00	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ 18,123.00	
46-01	IMPROVEMENTS-NON BUILDING	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
51-01	PRINCIPAL DEBT SERVICES	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
52-01	INTEREST DEPT SERVICE	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
53-01	FISCAL AGENT FEES	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
<b>SERVICES &amp; SUPPLIES TOTAL</b>		<b>\$ 2,589,924.00</b>	<b>\$ 4,014,516.00</b>	<b>\$ 1,707,459.78</b>	<b>\$ 225,981.60</b>	<b>\$ 1,933,441.38</b>	<b>\$ -</b>	<b>\$ 1,666,792.46</b>	<b>\$ 3,374,252.24</b>	<b>\$ 640,263.76</b>	

BUDGET UNIT: GENERAL FUNDED DEPARTMENTS  
 Budget Name: [ ]

Information as of: 3/31/14  
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Projection as of: 5/15/14

	ADOPTED	ADJUSTED	TO DATE		TOTAL SO FAR	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment	Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR						
ISF										
92-18 ISF TECHNOLOGY	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
93-18 ISF PRINT&COPY	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
94-18 ISF FLEET	\$ 201,618.00	\$ 201,618.00	152,530.93	\$ -	\$ 152,530.93	\$ 50,843.64	\$ -	203,374.57	\$ (1,756.57)	
95-18 ISF BUILDING	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
ISF	\$ 201,618.00	\$ 201,618.00	\$ 152,530.93	\$ -	\$ 152,530.93	\$ 50,843.64	\$ -	\$ 203,374.57	\$ (1,756.57)	
TRANSFERS										
01-02 ADMIN ALLOCATION	\$ -	\$ -	-		\$ -	\$ -	\$ -	0.00	\$ -	
02-00 GAS TAX FUND/MEASURE L	\$ 610,328.00	\$ 366,127.00	-		\$ -	\$ -	\$ 610,328.00	610,328.00	\$ (244,201.00)	
05-00 WASTEWATER	\$ 155,000.00	\$ 155,000.00	-		\$ -	\$ -	\$ -	0.00	\$ 155,000.00	
10-00 RISK MANAGEMENT	\$ -	\$ -	-		\$ -	\$ -	\$ -	0.00	\$ -	
15-00 SOLID WASTE	\$ -	\$ -	-		\$ -	\$ -	\$ -	0.00	\$ -	
18-00 CAPITAL PROJECTS	\$ -	\$ 54,900.00	-		\$ -	\$ -	\$ 54,900.00	54,900.00	\$ -	
19-00 RDA SET ASIDE	\$ -	\$ -	-		\$ -	\$ -	\$ -	0.00	\$ -	
23-01 RDA SPECIAL PROJECTS	\$ -	\$ 30,074.00	-		\$ -	\$ -	\$ 30,074.00	30,074.00	\$ -	
66-00 PARKS AND REC DONATIONS	\$ -	\$ -	-		\$ -	\$ -	\$ -	0.00	\$ -	
90-00 DEBT SERVICE	\$ 117,060.00	\$ 117,060.00	117,059.58		\$ 117,059.58	\$ -	\$ -	117,059.58	\$ 0.42	
TRANSFERS	\$ -	\$ -	-		\$ -	\$ -	\$ -	0.00	\$ -	
TRANSFERS	\$ 882,388.00	\$ 723,161.00	\$ 117,059.58	\$ -	\$ 117,059.58	\$ -	\$ 695,302.00	\$ 812,361.58	\$ (89,200.58)	
NET EXPENDITURES TOTAL	\$ 11,505,725.00	\$ 12,950,914.00	\$ 7,779,863.96	\$ 225,981.60	\$ 8,005,845.56	\$ 50,843.68	\$ 4,650,739.85	\$ 12,481,447.49	\$ 469,466.51	



BUDGET UNIT  
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		TO DATE					Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS	
		ADOPTED	ADJUSTED	EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR				STRAIGHT- LINED PROJECTION
<b>317</b>	FRANCHISE									
10-00	FRANCHISE/ELECTRIC	\$ 320,000.00	\$ 320,000.00	\$ -		\$ -	\$ 320,000.00	320,000.00	\$ -	
20-00	FRANCHISE/GAS	\$ 56,000.00	\$ 56,000.00	\$ -		\$ -	\$ 54,870.88	54,870.88	\$ (1,129.12)	
<b>30-00</b>	<b>FRANCHISE/SOLID WASTE</b>	\$ 250,000.00	\$ 250,000.00	\$ 128,101.83		\$ 128,101.83	\$ 128,101.00	256,202.83	\$ 6,202.83	
40-00	FRANCHISE/CABLE TV	\$ 80,000.00	\$ 80,000.00	\$ 34,694.31		\$ 34,694.31	\$ 34,700.00	69,394.31	\$ (10,605.69)	
50-00	FRANCHISE/CAB	\$ 200.00	\$ 200.00	\$ 1,380.11		\$ 1,380.11	\$ -	1,380.11	\$ 1,180.11	
60-00	FRANCHISE TAXES/WASTE WTR	\$ -	\$ -	\$ -		\$ -	\$ -	-	\$ -	
		\$ 706,200.00	\$ 706,200.00	\$ 164,176.25	\$ -	\$ 164,176.25	\$ -	\$ 537,671.88	701,848.13	\$ (4,351.87)
<b>319</b>	TRANSIENT OCCUPANCY									
10-00	TRANSIENT OCCUPANCY	\$ 1,000,000.00	\$ 1,000,000.00	\$ 674,017.46		\$ 674,017.46	\$ -	\$ 675,000.00	1,349,017.46	\$ 349,017.46
<b>320</b>		\$ 1,000,000.00	\$ 1,000,000.00	\$ 674,017.46	\$ -	\$ 674,017.46	\$ -	\$ 675,000.00	1,349,017.46	\$ 349,017.46
<b>321</b>	INTERGOVERNMENTAL STATE									
10-00	STATE/VEH IN-LIEU TAX	\$ 20,000.00	\$ 20,000.00	\$ 12,186.98		\$ 12,186.98	\$ -	\$ -	12,186.98	\$ (7,813.02)
40-00	HOMEOWNER PROP TAX RELIEF	\$ 3,000.00	\$ 3,000.00	\$ 1,462.17		\$ 1,462.17	\$ -	\$ 1,460.00	2,922.17	\$ (77.83)
70-00	POST REIMB	\$ 35,000.00	\$ 35,000.00	\$ 19,809.78		\$ 19,809.78	\$ -	\$ 10,000.00	29,809.78	\$ (5,190.22)
		\$ 58,000.00	\$ 58,000.00	\$ 33,458.93	\$ -	\$ 33,458.93	\$ -	\$ 11,460.00	44,918.93	\$ (13,081.07)
<b>323</b>	OTHER STATE, INCL GRANTS									
02-00	DVROS REIMBURSEMENT	\$ -	\$ -	\$ 37.06		\$ 37.06	\$ -	\$ 37.00	74.06	\$ 74.06
05-00	OFFICE OF EMERGENCY SVCS	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	-	\$ -
20-00	CALIF DEPT OF PARKS & REC	\$ 16,363.00	\$ 31,637.00	\$ -		\$ -	\$ -	\$ 31,637.00	31,637.00	\$ -
40-00	SB90 MANDATED COST REIMB	\$ -	\$ -	\$ 152.00		\$ 152.00	\$ -	\$ -	152.00	\$ 152.00
40-10	ABSENTEE BALLOT REIMB	\$ -	\$ -	\$ 5.00		\$ 5.00	\$ -	\$ -	5.00	\$ 5.00
40-11	ADMIN LICENSE SUSPENSION	\$ -	\$ -	\$ 24.00		\$ 24.00	\$ -	\$ -	24.00	\$ 24.00
40-12	OPEN MEETING ACT REIMB	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	-	\$ -
40-20	PUBLIC SAFETY/DOM VIOLENCE	\$ -	\$ -	\$ 83.00		\$ 83.00	\$ -	\$ -	83.00	\$ 83.00
<b>90-00</b>	<b>OTHER STATE GRANTS</b>	\$ 113,000.00	\$ 38,000.00	\$ 11,252.58		\$ 11,252.58	\$ -	\$ -	11,252.58	\$ (26,747.42)
<b>94-51</b>	<b>DEPT OF ALCOHOL BECV CONTROL</b>	\$ 13,250.00	\$ 38,846.00	\$ 9,546.41		\$ 9,546.41	\$ -	\$ 9,300.00	18,846.41	\$ (19,999.59)
94-61	PROP 30	\$ 113,000.00	\$ 188,000.00	\$ 246,876.00		\$ 246,876.00	\$ -	\$ -	246,876.00	\$ 58,876.00
		\$ 255,613.00	\$ 296,483.00	\$ 267,976.05		\$ 267,976.05	\$ -	\$ 40,974.00	308,950.05	\$ 12,467.05
<b>324</b>	COUNTY OF KERN									
02-00	COUNTY OF KERN	\$ 20,000.00	\$ 20,000.00	\$ -		\$ -	\$ -	\$ 20,000.00	20,000.00	\$ -
03-00	AB109	\$ -	\$ -	\$ 5,073.09		\$ 5,073.09	\$ -	\$ -	5,073.09	\$ 5,073.09
		\$ 20,000.00	\$ 20,000.00	\$ 5,073.09	\$ -	\$ 5,073.09	\$ -	\$ 20,000.00	25,073.09	\$ 5,073.09

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		ADOPTED	ADJUSTED	TO DATE		STRAIGHT-LINED PROJECTION	CUSTOM PROJECTION or Adjustment	Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
				EXPENDED SO FAR	ENCUMB'D SO FAR					
<b>325</b>	FEDERAL									
12-10	OJP/BJA-VEST PROGRAM	\$ 4,500.00	\$ 4,500.00	\$ -		\$ -	\$ 3,500.00	3,500.00	\$ (1,000.00)	
<b>12-17</b>	<b>OFF OF TRFFC SFTY GRANTS</b>	\$ 24,000.00	\$ 160,430.00	\$ 46,352.26		\$ 46,352.26	\$ 85,000.00	131,352.26	\$ (29,077.74)	
91-01	US DOJ-BYRNE JAG PROGRAM	\$ -	\$ 10,455.00	\$ -		\$ -	\$ 10,455.00	10,455.00	\$ -	
91-02	US DOJ-BYRNE JAG PROGRAM	\$ -	\$ -	\$ -		\$ -	\$ -	-	\$ -	
91-03	US DOJ-BYRNE JAG PROGRAM	\$ -	\$ -	\$ -		\$ -	\$ -	-	\$ -	
		\$ 28,500.00	\$ 175,385.00	\$ 46,352.26	\$ -	\$ 46,352.26	\$ 98,955.00	145,307.26	\$ (30,077.74)	
<b>326</b>	FEDERAL									
32-27	COPS UNIVERSAL HIRING GRT	\$ 85,000.00	\$ 109,305.00	\$ 25,931.07		\$ 25,931.07	\$ 75,000.00	100,931.07	\$ (8,373.93)	
<b>330</b>		\$ 85,000.00	\$ 109,305.00	\$ 25,931.07	\$ -	\$ 25,931.07	\$ 75,000.00	100,931.07	\$ (8,373.93)	
<b>331</b>	LICENSE AND PERMITS									
	DOG LICENSES									
12-55	1 YEAR DOG LICENSE	\$ 15,000.00	\$ 15,000.00	\$ 11,137.00		\$ 11,137.00	\$ 3,731.00	14,868.00	\$ (132.00)	
22-55	2 YEAR DOG LICENSES	\$ 1,200.00	\$ 1,200.00	\$ 411.00		\$ 411.00	\$ 198.00	609.00	\$ (591.00)	
32-55	3 YEAR DOG LICENSES	\$ 7,000.00	\$ 7,000.00	\$ 5,159.00		\$ 5,159.00	\$ 3,221.00	8,380.00	\$ 1,380.00	
		\$ 23,200.00	\$ 23,200.00	\$ 16,707.00	\$ -	\$ 16,707.00	\$ 7,150.00	23,857.00	\$ 657.00	
<b>332</b>	CONSTRUCTION PERMITS									
14-32	BLDG PRMTS-PI CONSTR INSP	\$ 80,000.00	\$ 80,000.00	\$ 37,998.30		\$ 37,998.30	\$ 39,632.20	77,630.50	\$ (2,369.50)	
14-42	SMIP FEES	\$ -	\$ -	\$ -		\$ -	\$ -	-	\$ -	
24-33	PLAN CHECKS-PROT INSP	\$ 40,000.00	\$ 40,000.00	\$ 25,884.28		\$ 25,884.28	\$ 7,739.77	33,624.05	\$ (6,375.95)	
34-17	GRADE PRMT-ENGR CON PL CK	\$ 500.00	\$ 500.00	\$ -		\$ -	\$ -	-	\$ (500.00)	
		\$ 120,500.00	\$ 120,500.00	\$ 63,882.58	\$ -	\$ 63,882.58	\$ 47,371.97	111,254.55	\$ (9,245.45)	
<b>334</b>	STREET/CURB/SIDEWAL PRMT									
14-15	ENCR PRMT ENCR/INSP	\$ -	\$ -	\$ -		\$ -	\$ -	-	\$ -	
24-16	ST/CURB/SDWLD/CONST/PRMTS	\$ 5,000.00	\$ 5,000.00	\$ 6,077.26		\$ 6,077.26	\$ 769.50	6,846.76	\$ 1,846.76	
		\$ 5,000.00	\$ 5,000.00	\$ 6,077.26	\$ -	\$ 6,077.26	\$ 769.50	6,846.76	\$ 1,846.76	
<b>339</b>	OTHER LICENSES AND PERMITS									
12-11	CONCEALED WPN PRMT-PD SS	\$ 2,000.00	\$ 2,000.00	\$ 1,648.50		\$ 1,648.50	\$ 400.00	2,048.50	\$ 48.50	
22-11	CARD DEALER PRMT-PD SUP S	\$ 1,200.00	\$ 1,200.00	\$ 2,115.00		\$ 2,115.00	\$ 505.00	2,620.00	\$ 1,420.00	
32-11	ALARM SYS PRMT-PD SUP SRV	\$ 11,000.00	\$ 11,000.00	\$ 11,195.00		\$ 11,195.00	\$ 3,980.00	15,175.00	\$ 4,175.00	
50-00	SPECIAL EVENTS PERMITS	\$ 500.00	\$ 500.00	\$ 430.00		\$ 430.00	\$ 440.00	870.00	\$ 370.00	
		\$ 14,700.00	\$ 14,700.00	\$ 15,388.50	\$ -	\$ 15,388.50	\$ 5,325.00	20,713.50	\$ 6,013.50	

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				EXPENDED SO FAR	ENCUMB'D SO FAR						
<b>340</b>	FINES AND FORFEITURES										
	PENALTIES										
00-00	PENALTIES	\$ 250.00	\$ 250.00	\$ 949.25		\$ 949.25	\$ -	\$ -	949.25	\$ 699.25	
		\$ 250.00	\$ 250.00	\$ 949.25	\$ -	\$ 949.25	\$ -	\$ -	949.25	\$ 699.25	
<b>341</b>	ANIMAL CONTROL CODE FINES										
02-12	POLICE DEPT-PATROL	\$ 30,000.00	\$ 30,000.00	\$ 16,387.99		\$ 16,387.99	\$ -	\$ 16,152.16	32,540.15	\$ 2,540.15	
		\$ 30,000.00	\$ 30,000.00	\$ 16,387.99	\$ -	\$ 16,387.99	\$ -	\$ 16,152.16	32,540.15	\$ 2,540.15	
<b>342</b>	OTHER FINES-MISD AND PRKING										
00-00	OTHER FINES-MISD AND PRKING	\$ 25,000.00	\$ 25,000.00	\$ 11,182.77		\$ 11,182.77	\$ -	\$ 7,851.98	19,034.75	\$ (5,965.25)	
		\$ 25,000.00	\$ 25,000.00	\$ 11,182.77	\$ -	\$ 11,182.77	\$ -	\$ 7,851.98	19,034.75	\$ (5,965.25)	
<b>344</b>	FORFEITED SPAY/RABIES										
02-57	FORFEITED SPAY/RABIES	\$ 300.00	\$ 300.00	\$ 423.50		\$ 423.50	\$ -	\$ -	423.50	\$ 123.50	
		\$ 300.00	\$ 300.00	\$ 423.50	\$ -	\$ 423.50	\$ -	\$ -	423.50	\$ 123.50	
<b>345</b>	DUI COST RECOVER FINES										
00-00	DUI COST RECOVER FINES	\$ 250.00	\$ 250.00	\$ 100.00		\$ 100.00	\$ -	\$ -	100.00	\$ (150.00)	
		\$ 250.00	\$ 250.00	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	100.00	\$ (150.00)	
<b>347</b>	ASSET SEIZURES										
02-18	ASSET SEIZ 210 FUNDED ACT	\$ 3,000.00	\$ 3,000.00	\$ 12,842.74		\$ 12,842.74	\$ -	\$ -	12,842.74	\$ 9,842.74	
02-20	DRUG/GANG PROGRAM	\$ 500.00	\$ 500.00	\$ 2,266.38		\$ 2,266.38	\$ -	\$ -	2,266.38	\$ 1,766.38	
		\$ 3,500.00	\$ 3,500.00	\$ 15,109.12	\$ -	\$ 15,109.12	\$ -	\$ -	15,109.12	\$ 11,609.12	
<b>350</b>	USE OF PROPERTY AND MONEY										
<b>351</b>	INVESTMENT										
00-00	INVESTMENT EARNINGS	\$ -	\$ -	\$ 1,518.52		\$ 1,518.52	\$ -	\$ 695.00	2,213.52	\$ 2,213.52	
		\$ -	\$ -	\$ 1,518.52	\$ -	\$ 1,518.52	\$ -	\$ 695.00	2,213.52	\$ 2,213.52	



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				EXPENDED SO FAR	ENCUMB'D SO FAR					
<b>364</b>	RECREATION FEE									
16-14	REC FEES-AQUATICS	\$ 39,000.00	\$ 39,000.00	\$ 471.00		\$ 471.00	\$ -	\$ 12,000.00	12,471.00	\$ (26,529.00)
16-33	REC FEES-PINNEY POOL	\$ 19,000.00	\$ 19,000.00	\$ 13,517.25		\$ 13,517.25	\$ -	\$ 11,000.00	24,517.25	\$ 5,517.25
26-13	REC FEES-PRE-SCHOOL	\$ 49,600.00	\$ 49,600.00	\$ 24,215.00		\$ 24,215.00	\$ -	\$ 7,601.25	31,816.25	\$ (17,783.75)
96-17	REC FEES-CULTURAL ARTS	\$ -	\$ -	\$ 205.50		\$ 205.50	\$ -	\$ -	205.50	\$ 205.50
		\$ 107,600.00	\$ 107,600.00	\$ 38,408.75	\$ -	\$ 38,408.75	\$ -	\$ 30,601.25	69,010.00	\$ (38,590.00)
<b>365</b>	RECREATION FEES									
16-18	REC-HIGH SCHOOL SPORTS	\$ 5,700.00	\$ 5,700.00	\$ 2,232.00		\$ 2,232.00	\$ -	\$ 30,000.00	32,232.00	\$ 26,532.00
26-19	REC FEES-SOCCER	\$ 16,000.00	\$ 16,000.00	\$ 14,605.00		\$ 14,605.00	\$ -	\$ 500.00	15,105.00	\$ (895.00)
30-01	KM CENTER DAILY USE FEE	\$ 10,000.00	\$ 10,000.00	\$ 40,041.00		\$ 40,041.00	\$ -	\$ 14,663.00	54,704.00	\$ 44,704.00
30-02	RACQUETBALL FEES	\$ 4,500.00	\$ 4,500.00	\$ 298.25		\$ 298.25	\$ -	\$ 230.00	528.25	\$ (3,971.75)
30-03	MARTIAL ARTS CLASS FEES	\$ 1,600.00	\$ 1,600.00	\$ 534.00		\$ 534.00	\$ -	\$ 192.00	726.00	\$ (874.00)
30-04	AEROBICS CLASS FEES	\$ 1,800.00	\$ 1,800.00	\$ 90.00		\$ 90.00	\$ -	\$ 450.00	540.00	\$ (1,260.00)
30-10	ADULT SOFTBALL	\$ -	\$ -	\$ 1,500.00		\$ 1,500.00	\$ -	\$ 4,016.00	5,516.00	\$ 5,516.00
30-11	ADULT BASKETBALL	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	-	\$ -
30-20	YOUTH BASKETBALL	\$ 16,000.00	\$ 16,000.00	\$ 7,407.00		\$ 7,407.00	\$ -	\$ -	7,407.00	\$ (8,593.00)
30-21	YOUTH VOLLEYBALL	\$ 5,300.00	\$ 5,300.00	\$ 1,254.50		\$ 1,254.50	\$ -	\$ -	1,254.50	\$ (4,045.50)
30-22	YOUTH FOOTBALL LEAGUE	\$ 8,000.00	\$ 8,000.00	\$ 4,889.50		\$ 4,889.50	\$ -	\$ 350.00	5,239.50	\$ (2,760.50)
30-30	DAY CAMP FEES	\$ 26,000.00	\$ 26,000.00	\$ 3,429.00		\$ 3,429.00	\$ -	\$ 2,500.00	5,929.00	\$ (20,071.00)
30-31	SUMMER CLASS REGISTRATION	\$ 38,000.00	\$ 38,000.00	\$ 174.00		\$ 174.00	\$ -	\$ -	174.00	\$ (37,826.00)
30-97	SPECIAL INTEREST	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	-	\$ -
		\$ 132,900.00	\$ 132,900.00	\$ 76,454.25	\$ -	\$ 76,454.25	\$ -	\$ 52,901.00	129,355.25	\$ (3,544.75)
<b>366</b>	UTILITIES									
15-58	WWT CONNECT INSP FEE	\$ -	\$ -	\$ 24.40		\$ 24.40	\$ -	\$ -	24.40	\$ 24.40
		\$ -	\$ -	\$ 24.40	\$ -	\$ 24.40	\$ -	\$ -	24.40	\$ 24.40

BUDGET UNIT  
Budget Name

GENERAL FUNDED DEPARTMENTS

Information as of:  
Number of Months Elapsed:

3/31/14  
9

Projection as of:  
5/15/14

		TO DATE					Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
		ADOPTED	ADJUSTED	EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR			
<b>367</b>	POLICE SERVICES								
12-12	SPECIAL EVENTS-PD PATROL	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
22-11	FINGERPRINTING FEES	\$ 16,000.00	\$ 16,000.00	\$ 12,078.00		\$ 12,078.00	\$ -	\$ 3,895.00	\$ (27.00)
22-12	LIVE SCAN FEES	\$ -	\$ -	\$ (359.00)		\$ (359.00)	\$ -	\$ 359.00	\$ -
32-12	BIKE REG-PD PATROL	\$ 20.00	\$ 20.00	\$ 18.00		\$ 18.00	\$ -	\$ 6.00	\$ 4.00
42-21	D.A.R.E. OFFICER	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
42-22	PUBLIC SCHOOL OFFICER	\$ 69,000.00	\$ 93,305.00	\$ -		\$ -	\$ -	\$ 93,305.00	\$ -
62-12	ALARM FALSE-PD PATROL	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00		\$ 1,800.00	\$ -	\$ 300.00	\$ 1,100.00
70-00	WITNESS FEE	\$ 1,000.00	\$ 1,000.00	\$ 911.57		\$ 911.57	\$ -	\$ -	\$ (88.43)
97-12	VEHICLE IMPOUND FEES	\$ 8,400.00	\$ 8,400.00	\$ 7,580.00		\$ 7,580.00	\$ -	\$ 3,175.00	\$ 2,355.00
97-14	STORAGE FEES	\$ -	\$ -	\$ 40.00		\$ 40.00	\$ -	\$ -	\$ 40.00
		\$ 95,420.00	\$ 119,725.00	\$ 22,068.57	\$ -	\$ 22,068.57	\$ -	\$ 101,040.00	\$ 3,383.57
<b>368</b>	ANIMAL CONTROL								
12-56	ACO SHELTER FEES-R/C	\$ 28,000.00	\$ 28,000.00	\$ 18,246.00		\$ 18,246.00	\$ -	\$ 6,697.00	\$ (3,057.00)
32-52	ACO KERN COUNTY PATROL	\$ 25,000.00	\$ 25,000.00	\$ 7,327.81		\$ 7,327.81	\$ -	\$ 18,000.00	\$ 327.81
52-54	ACO SVCS S BDNO COUNTY	\$ 1,400.00	\$ 1,400.00	\$ 1,536.00		\$ 1,536.00	\$ -	\$ 545.00	\$ 681.00
80-00	VETERINARY DISPOSAL SERV.	\$ 40.00	\$ 40.00	\$ 275.00		\$ 275.00	\$ -	\$ 20.00	\$ 255.00
		\$ 54,440.00	\$ 54,440.00	\$ 27,384.81	\$ -	\$ 27,384.81	\$ -	\$ 25,262.00	\$ (1,793.19)
<b>369</b>	OTHER CURRENT SVC CHARGES								
11-50	ITINERANT SALES BADGE FEE	\$ 200.00	\$ 200.00	\$ 18.00		\$ 18.00	\$ -	\$ -	\$ (182.00)
12-00	PROCESSING FEES-RABIES	\$ 30.00	\$ 30.00	\$ 135.00		\$ 135.00	\$ -	\$ 80.00	\$ 185.00
30-00	COPIES AND PUBLICATIONS	\$ 15,000.00	\$ 15,000.00	\$ 7,518.37		\$ 7,518.37	\$ -	\$ 4,537.21	\$ (2,944.42)
31-00	NOTARY SERVICES	\$ 200.00	\$ 200.00	\$ 175.00		\$ 175.00	\$ -	\$ 10.00	\$ (15.00)
44-80	ENVIRONMENTAL REVIEW	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
60-00	MISC ADMIN CHG	\$ -	\$ -	\$ 5.00		\$ 5.00	\$ -	\$ 41.00	\$ 46.00
60-10	MISC ADMIN CHG	\$ 2,000.00	\$ 2,000.00	\$ 4,361.55		\$ 4,361.55	\$ -	\$ 2,159.00	\$ 4,520.55
70-00	SSUSD ADMINISTRATION FEE	\$ 3,000.00	\$ 3,000.00	\$ 1,182.18		\$ 1,182.18	\$ -	\$ 100.00	\$ (1,717.82)
80-00	BUS LIC PROCESSING FEE	\$ 26,000.00	\$ 26,000.00	\$ 25,322.60		\$ 25,322.60	\$ -	\$ 400.00	\$ (277.40)
90-00	OTHER MISC SVC CHARGES	\$ 75.00	\$ 75.00	\$ 150.00		\$ 150.00	\$ -	\$ 25.00	\$ 100.00
<b>380</b>		\$ 46,505.00	\$ 46,505.00	\$ 38,867.70	\$ -	\$ 38,867.70	\$ -	\$ 7,352.21	\$ (285.09)







BUDGET UNIT: FUND 2 GAS TAX FUND  
 Budget Name:

Information as of: 3/31/14  
 Number of Months Elapsed: 9

Projection as of: 5/15/14

	ADOPTED	ADJUSTED	TO DATE			STRAIGHT-LINED PROJECTION	CUSTOM PROJECTION or Adjustment	Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR					
SALARIES & BENEFITS										
11-01 SALARIES-REGULAR	\$ 298,299.00	\$ 298,299.00	191,720.59	\$ -	\$ 191,720.59	\$ -	\$ 84,604.66	276,325.25	\$ 21,973.75	
11-02 SALARIES-SICK LEAVE	\$ -	\$ -	5,894.96	\$ -	\$ 5,894.96	\$ -	\$ 1,455.34	7,350.30	\$ (7,350.30)	
11-03 SALARIES-INJURY LEAVE	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-06 SALARIES-VACATION	\$ -	\$ -	12,464.95	\$ -	\$ 12,464.95	\$ -	\$ 3,566.56	16,031.51	\$ (16,031.51)	
11-07 SALARIES-COMP-TIME	\$ -	\$ -	296.20	\$ -	\$ 296.20	\$ -	\$ -	296.20	\$ (296.20)	
11-10 SALARIES-FINAL PAY	\$ 12,762.00	\$ 12,762.00	9,075.52	\$ -	\$ 9,075.52	\$ -	\$ 3,855.46	12,930.98	\$ (168.98)	
11-12 SALARIES-SICK LEAVE BUYOUT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-16 SALARIES-VACATION BUYOUT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-17 SALARIES-COMP-TIME BUYOUT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-18 SALARIES ADMIN BUYOUT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-20 SALARIES-PART TIME	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-21 SALARIES-STANDBY	\$ -	\$ -	853.49	\$ -	\$ 853.49	\$ -	\$ 329.36	1,182.85	\$ (1,182.85)	
11-30 OVERTIME	\$ 4,024.00	\$ 4,024.00	788.70	\$ -	\$ 788.70	\$ -	\$ -	788.70	\$ 3,235.30	
11-31 HOLIDAY OVERTIME	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-51 BOARDS & COMMISSIONS	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-60 CAFETERIA CASH OUT	\$ 15,530.00	\$ 15,530.00	15,016.33	\$ -	\$ 15,016.33	\$ -	\$ 6,435.31	21,451.64	\$ (5,921.64)	
16-01 SOCIAL SECURITY	\$ 18,306.00	\$ 18,306.00	13,400.30	\$ -	\$ 13,400.30	\$ -	\$ 5,727.67	19,127.97	\$ (821.97)	
16-02 PERS	\$ 67,366.00	\$ 67,366.00	50,352.89	\$ -	\$ 50,352.89	\$ -	\$ 21,142.32	71,495.21	\$ (4,129.21)	
16-03 MANDATED MEDICARE	\$ 4,329.00	\$ 4,329.00	3,181.33	\$ -	\$ 3,181.33	\$ -	\$ 1,336.08	4,517.41	\$ (188.41)	
16-04 PARS	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
16-05 OPEB - MEDICAL INS PREM	\$ 4,181.00	\$ 4,181.00	3,701.64	\$ -	\$ 3,701.64	\$ -	\$ 1,336.08	5,037.72	\$ (856.72)	
17-01 UNIFORM ALLOWANCE	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
17-02 SHOE ALLOWANCE	\$ 1,200.00	\$ 1,200.00	1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	1,200.00	\$ -	
17-03 UNEMPLOYMENT	\$ 2,974.00	\$ 2,974.00	2,099.97	\$ -	\$ 2,099.97	\$ -	\$ 896.45	2,996.42	\$ (22.42)	
17-04 WORKERS COMP	\$ 16,741.00	\$ 16,741.00	15,598.46	\$ -	\$ 15,598.46	\$ -	\$ 6,643.80	22,242.26	\$ (5,501.26)	
17-05 MEDICAL INSURANCE	\$ 29,013.00	\$ 29,013.00	13,271.88	\$ -	\$ 13,271.88	\$ -	\$ 5,662.29	18,934.17	\$ 10,078.83	
17-06 DENTAL INSURANCE	\$ 5,022.00	\$ 5,022.00	3,043.26	\$ -	\$ 3,043.26	\$ -	\$ 1,320.76	4,364.02	\$ 657.98	
17-07 LIFE INSURANCE	\$ 1,042.00	\$ 1,042.00	572.51	\$ -	\$ 572.51	\$ -	\$ 119.73	692.24	\$ 349.76	
17-08 VISION CARE	\$ 454.00	\$ 454.00	414.01	\$ -	\$ 414.01	\$ -	\$ 197.90	611.91	\$ (157.91)	
17-09 COLONIAL PRODUCTS	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
17-10 AFLAC BENEFITS	\$ 3,045.00	\$ 3,045.00	2,013.44	\$ -	\$ 2,013.44	\$ -	\$ 609.96	2,623.40	\$ 421.60	
17-11 LONG-TERM DISABILITY	\$ -	\$ -	162.06	\$ -	\$ 162.06	\$ -	\$ 184.59	346.65	\$ (346.65)	
17-12 LONG-TERM DISABILITY	\$ -	\$ -	354.12	\$ -	\$ 354.12	\$ -	\$ 446.87	800.99	\$ (800.99)	
<b>SALARIES &amp; BENEFITS TOTAL</b>	<b>\$ 484,288.00</b>	<b>\$ 484,288.00</b>	<b>\$ 345,476.61</b>	<b>\$ -</b>	<b>\$ 345,476.61</b>	<b>\$ -</b>	<b>\$ 145,871.19</b>	<b>\$ 491,347.80</b>	<b>\$ (7,059.80)</b>	

BUDGET UNIT  
 Budget Name

FUND 2 GAS TAX FUND

Information as of: **3/31/14**  
 Number of Months Elapsed: 9

Projection as of:  
**5/15/14**

SERVICES AND SUPPLIES

	ADOPTED	ADJUSTED	TO DATE			STRAIGHT-LINED PROJECTION	CUSTOM PROJECTION or Adjustment	Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR					
19-05										
CONTINGENCIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
21-02										
AUDITING	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
21-03										
LEGAL SERVICES	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
21-04										
MEDICAL & LAB SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
21-06										
ENGR,SURVEY & ARCHIT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
21-07										
PROF PERSONNEL SVCS	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
21-08										
LEGAL SERVICES-OTHER	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
21-09										
OTHER PROFESSIONAL SVCS	\$ -	\$ 104,500.00	4,312.00	\$ 99,334.00	\$ 103,646.00	\$ -	\$ 99,334.00	103,646.00	\$ 854.00	
21-10										
PROF SVCS RACVB	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
21-12										
CHANNEL 6	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
22-01										
UTILITIES: GAS	\$ -	\$ 500.00	557.81	\$ -	\$ 557.81	\$ -	\$ 175.00	732.81	\$ (232.81)	
22-02										
UTILITIES:ELECTRIC	\$ 260,000.00	\$ 264,500.00	180,314.08	\$ -	\$ 180,314.08	\$ -	\$ 63,750.00	244,064.08	\$ 20,435.92	
22-03										
UTILITIES:WATER	\$ -	\$ 2,500.00	2,051.37	\$ -	\$ 2,051.37	\$ -	\$ 750.00	2,801.37	\$ (301.37)	
22-04										
UTILITIES:WASTE DISPOSAL	\$ 5,000.00	\$ 25,121.00	20,330.55	\$ 5,000.00	\$ 25,330.55	\$ -	\$ 4,700.00	25,030.55	\$ 90.45	
23-01										
REPAIR AND MAINT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
23-02										
RADIO R&M	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
23-03										
OTHER EQUIP R&M	\$ 41,600.00	\$ 62,439.00	17,120.85	\$ 26,850.15	\$ 43,971.00	\$ -	\$ 16,600.00	33,720.85	\$ 28,718.15	
23-04										
BUILDING/GROUND R&M	\$ 500.00	\$ 500.00	164.61	\$ -	\$ 164.61	\$ -	\$ 150.00	314.61	\$ 185.39	
23-05										
STREET R&M	\$ 2,000.00	\$ 2,000.00	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ 2,000.00	
23-06										
ELEVATOR MAINT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
23-07										
SERVER R&M	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
23-08										
MAINTENANCE CONTRACT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
23-18										
FLEET MAINT SVC	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
24-01										
COMPREHENSIVE LIABILITY	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
24-05										
DENTAL INSURANCE	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
25-01										
TRAININGS/MEETINGS	\$ 2,500.00	\$ 2,500.00	150.00	\$ -	\$ 150.00	\$ -	\$ 1,000.00	1,150.00	\$ 1,350.00	
25-02										
COURT TRANSPORT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
25-03										
FREIGHT & EXPRESS	\$ 500.00	\$ 500.00	71.11	\$ -	\$ 71.11	\$ -	\$ 100.00	171.11	\$ 328.89	
25-06										
JOB APP EXPENSE	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
26-01										
TELEPHONE	\$ 2,000.00	\$ 2,000.00	791.10	\$ -	\$ 791.10	\$ -	\$ 518.00	1,309.10	\$ 690.90	
26-02										
POSTAGE	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
26-03										
PHONE - LONG DISTANCE	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
26-04										
ADVERTISING	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
26-07										
INTERNET	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
28-01										
RENTS & LEASES	\$ 1,000.00	\$ 1,000.00	120.00	\$ -	\$ 120.00	\$ -	\$ -	120.00	\$ 880.00	
28-03										
ANIMAL DISPOSAL	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	

BUDGET UNIT  
Budget Name

FUND 2 GAS TAX FUND

Information as of: **3/31/14**  
Number of Months Elapsed: 9

Projection as of:  
**5/15/14**

	ADOPTED	ADJUSTED	TO DATE			STRAIGHT-LINED PROJECTION	CUSTOM PROJECTION or Adjustment	Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR					
28-04	DAMAGES & JUDGEMENTS	\$ 500.00	\$ 500.00	-	\$ -	\$ -	\$ -	0.00	\$ 500.00	
28-05	LAUNDRY	\$ 2,500.00	\$ 2,500.00	1,553.27	\$ -	\$ 1,553.27	\$ -	450.00	2,003.27	\$ 496.73
28-06	ELECTION EXPENSE	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
28-07	DUES & PUBLICATIONS	\$ 200.00	\$ 200.00	-	\$ -	\$ -	\$ -	0.00	\$ 200.00	
28-09	TAXES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
28-10	AID TO OUTSIDE AGENCIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
28-11	TEMP EMPLOYEE EXPENSE	\$ -	\$ 15,000.00	-	\$ -	\$ -	\$ 15,000.00	15,000.00	\$ -	
28-12	EMPLOYEE ACTIVITIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
28-13	FINANCE CHARGES/PENALTIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
28-15	CLASS INSTRUCTOR	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
28-19	JAIL OPERATIONS - KERN CO	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
28-21	DEVELOPMENT LOANS	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
28-38	RDA DISTRIBUTION-KERN	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
28-99	BANK SRVCE FEES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
29-04	EDUCATION EXPENSE	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
29-05	PRINTING/REPRO	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
29-06	SPECIAL INVESTIGATION	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
29-07	SOFTWARE, NON-CAPITAL	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
29-09	OTHER MISC CHARGES	\$ 500.00	\$ 500.00	337.00	\$ -	\$ 337.00	\$ 100.00	437.00	\$ 63.00	
29-16	SPAY/NEUTER DONATIONS	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
29-99	CONTINGENCIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
31-01	SMALL TOOLS-MINOR EQUIP	\$ -	\$ 3,000.00	927.30	\$ -	\$ 927.30	\$ 450.00	1,377.30	\$ 1,622.70	
32-01	VEHICLE REPAIR SUPPLY	\$ 2,000.00	\$ 2,000.00	-	\$ -	\$ -	\$ 600.00	600.00	\$ 1,400.00	
32-02	RADIO REPAIR SUPPLY	\$ 20.00	\$ 20.00	-	\$ -	\$ -	\$ -	0.00	\$ 20.00	
32-03	OTHER EQUIP REPAIR SUPPLY	\$ 2,000.00	\$ 2,000.00	178.00	\$ -	\$ 178.00	\$ 600.00	778.00	\$ 1,222.00	
32-04	BLDG & GRNDS SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
32-05	STREET REPAIR SUPPLIES	\$ 400,827.00	\$ 1,373,137.00	303,420.40	\$ 41,311.78	\$ 344,732.18	\$ 1,000,000.00	1,303,420.40	\$ 69,716.60	
32-09	OTHER REPAIR SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
33-01	JANITORIAL	\$ 200.00	\$ 200.00	-	\$ -	\$ -	\$ 185.00	185.00	\$ 15.00	
34-01	OFFICE SUPPLIES	\$ 500.00	\$ 500.00	122.45	\$ -	\$ 122.45	\$ 313.00	435.45	\$ 64.55	
34-03	PRINTER-TONER SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
34-04	PRINTER TRANS DRUMS/CART	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
34-05	PRINTER PAPER SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
35-01	MOTOR FUEL, OIL, LUBE	\$ 40,000.00	\$ 40,802.00	18,904.93	\$ 403.20	\$ 19,308.13	\$ 10,000.00	28,904.93	\$ 11,897.07	
36-01	RECREATION SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
36-02	HORTICULTURAL SUPPLIES	\$ 300.00	\$ 300.00	-	\$ -	\$ -	\$ 100.00	100.00	\$ 200.00	
36-03	RESALE SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
37-01	CHEMICAL, LAB & MED SUPPLIES	\$ 300.00	\$ 300.00	115.18	\$ -	\$ 115.18	\$ 100.00	215.18	\$ 84.82	

BUDGET UNIT  
Budget Name

FUND 2 GAS TAX FUND

Information as of:  
Number of Months Elapsed: 9

3/31/14

Projection as of:  
5/15/14

	ADOPTED	ADJUSTED	TO DATE			STRAIGHT-LINED PROJECTION	CUSTOM PROJECTION or Adjustment	Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS	
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR						
38-01	FOOD	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
38-02	FOOD	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
38-03	CLOTHING	\$ 300.00	\$ 300.00	38.52	\$ -	\$ 38.52	\$ 110.00	148.52	\$ 151.48		
38-04	SAFET EQ (NON-CLOTHING)	\$ 450.00	\$ 450.00	118.13	\$ -	\$ 118.13	\$ 250.00	368.13	\$ 81.87		
39-01	CAMERA SUPPLIES/PRINTS	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
39-09	OTHER OPERATING SUPPLIES	\$ 1,000.00	\$ 1,000.00	-	\$ -	\$ -	\$ 500.00	500.00	\$ 500.00		
41-21	MAIN COMPUTER EQUIP	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-22	COMPUTER PRINTER	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-23	SOFTWARE, CAPITAL	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-25	SERVER COMPUTER EQUIP	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-27	LAP TOP COMPUTER	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-28	DESK COMPUTER EQUIP	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-29	OTHER COMPUTER EQUIP	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-30	NETWORK COMPONENTS	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-31	PASSENGER SEDAN	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-32	PASSENGER VEHICLE PATROL	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-33	MOTORCYCLE	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-34	PICKUP TRUCK	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-39	OTHER VEHICLES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-40	CAPITAL REPAIRS VEH	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-42	RIDING TURF CARE EQUIP	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-65	RADIO EQUIPMENT	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-67	TV/PROCECTORS/CAMERA/VCR	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-71	ACQUISTION OF COPIERS	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-78	SURVEILLANCE/RADAR EQUIP	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-82	W.W. EQUIPMENT	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-86	FIREARMS AND SAFETY VEST	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
41-99	MISC OTHER EQUIP	\$ 140,000.00	\$ 140,000.00	-	\$ -	\$ -	\$ 140,000.00	140,000.00	\$ -		
45-02	IMPROVEMENTS - BUILDING	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
46-01	IMPROVEMENTS-NON BUILDING	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
51-01	PRINCIPAL DEBT SERVICES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
52-01	INTEREST DEPT SERVICE	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
53-01	FISCAL AGENT FEES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -		
SERVICES & SUPPLIES TOTAL		\$ 906,697.00	\$ 2,050,769.00	\$ 551,698.66	\$ 172,899.13	\$ 724,597.79	\$ -	\$ 1,355,835.00	\$ 1,907,533.66	\$ 143,235.34	

BUDGET UNIT  
Budget Name

FUND 2 GAS TAX FUND

Information as of: **3/31/14**  
Number of Months Elapsed: 9

Projection as of: **5/15/14**

	ADOPTED	ADJUSTED	TO DATE		TOTAL SO FAR	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment	Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR					VARIANCE	
ISF										
92-18 ISF TECHNOLOGY	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
93-18 ISF PRINT&COPY	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
94-18 ISF FLEET	\$ 130,000.00	\$ 130,000.00	70,009.47	\$ -	\$ 70,009.47	\$ 23,336.49	\$ -	93,345.96	\$ 36,654.04	
95-18 ISF BUILDING	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
ISF	\$ 130,000.00	\$ 130,000.00	\$ 70,009.47	\$ -	\$ 70,009.47	\$ 23,336.49	\$ -	\$ 93,345.96	\$ 36,654.04	
TRANSFERS										
01-00 TRANSFER TO GF	\$ 241,644.00	\$ 241,644.00	134,577.00	\$ -	\$ 134,577.00	\$ 44,859.00	\$ -	179,436.00	\$ 62,208.00	
01-02 TRANSFER TO GF/ADMIN	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
01-03 TRANSFER TO GF/PUBLIC WKS	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
02-00 TRANSFER TO FUND 2	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
10-00 TRANSFER TO RISK MGMNT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
12-00 TRANSFER TO FUND 120	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
15-00 TRANSFER TO FUND 15	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
18-00 TRANSFER TO FUND 18	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
23-01 TRANSFER TO FUND 231	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
90-00 TRANSFER TO FUND 900	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
TRANSFERS	\$ 241,644.00	\$ 241,644.00	\$ 134,577.00	\$ -	\$ 134,577.00	\$ 44,859.00	\$ -	\$ 179,436.00	\$ 62,208.00	
NET EXPENDITURES TOTAL	\$ 1,762,629.00	\$ 2,906,701.00	\$ 1,101,761.74	\$ 172,899.13	\$ 1,274,660.87	\$ 68,195.49	\$ 1,501,706.19	\$ 2,671,663.42	\$ 235,037.58	

BUDGET UNIT  
Budget Name

FUND 2 GAS TAX FUND

Information as of: **3/31/14**  
Number of Months Elapsed: 9

Projection as of:  
**5/15/14**

		TO DATE					Projected				COMMENTS
ADOPTED	ADJUSTED	EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	STRAIGHT-LINED PROJECTION	CUSTOM PROJECTION or Adjustment	TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE			
REVENUE		TO DATE			REMAINDER OF YEAR		Projected		(UNDERCOLLECTED) or OVERCOLLECTED		COMMENTS
ADOPTED	ADJUSTED	RECEIVED SO FAR		TOTAL SO FAR	Y or N	STRAIGHT-LINED PROJECTION	CUSTOM PROJECTION or Adjustment	TOTAL FOR YEAR	VARIANCE		
310	TAXES										
314	TRANSPORTATION TAXES										
80-00	TDA ART 8 STREETS	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
320	INTERGOVERNMENTAL										
322	GAS TAX										
33-43	GAS TAX 2103	\$ 250,000.00	\$ 250,000.00	\$ 205,728.56	N	\$ -	\$ 60,000.00	\$ 265,728.56	\$ 15,728.56		
53-43	GAS TAX 2105 SUPPLEMENTAL	\$ 111,000.00	\$ 111,000.00	\$ 63,387.34	N	\$ -	\$ 30,000.00	\$ 93,387.34	\$ (17,612.66)		
63-43	GAS TAX 2106-TEMP MTC	\$ 50,000.00	\$ 50,000.00	\$ 26,217.42	N	\$ -	\$ 12,000.00	\$ 38,217.42	\$ (11,782.58)		
73-43	GAS TAX 2107 TEMP MTC	\$ 178,000.00	\$ 178,000.00	\$ 103,488.90	N	\$ -	\$ 51,000.00	\$ 154,488.90	\$ (23,511.10)		
84-12	GAS TAX 2107.5 ADV ENG PL	\$ 6,000.00	\$ 6,000.00	\$ -	N	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -		
		\$ 595,000.00	\$ 595,000.00	\$ 398,822.22		\$ -	\$ 159,000.00	557,822.22	\$ (37,177.78)		
351	USE OF PROPERTY										
00-00	INVESTMENTS	\$ -	\$ -	\$ 191.67	N	\$ -	\$ 90.00	\$ 281.67	\$ 281.67		
		\$ -	\$ -	\$ 191.67		\$ -	\$ 90.00	281.67	\$ 281.67		
380	TRANSFER FROM OTHER FUNDS										
386	INTERFD OPERATE TRANS-IN										
01-00	MEASURE L	\$ 610,328.00	\$ 610,328.00	\$ -	N	\$ -	\$ 610,328.00	\$ 610,328.00	\$ -		
05-00	TRANSFER FROM 05	\$ -	\$ -	\$ -	N	\$ -	\$ -	\$ -	\$ -		
07-00	TDA	\$ 575,000.00	\$ 575,000.00	\$ 575,289.29	N	\$ -	\$ -	\$ 575,289.29	\$ 289.29		
92-90	TAB	\$ -	\$ -	\$ -	N	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00		
		\$ 1,185,328.00	\$ 1,185,328.00	\$ 575,289.29		\$ -	\$ 1,610,328.00	2,185,617.29	\$ 1,000,289.29		

BUDGET UNIT  
Budget Name

FUND 2 GAS TAX FUND
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Information as of: **3/31/14**  
Number of Months Elapsed: 9

Projection as of:  
**5/15/14**

**399**  
00-00 OTHER REVENUE  
OTHER REVENUE

ADOPTED	ADJUSTED	TO DATE			STRAIGHT-LINED PROJECTION	CUSTOM PROJECTION or Adjustment	Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
		EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR					
\$ -	\$ -	\$ -		\$ -	N \$ -	\$ -	\$ -		
\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -		
<b>\$ 1,780,328.00</b>	<b>\$ 1,780,328.00</b>	<b>\$ 974,303.18</b>	<b>\$ -</b>	<b>\$ 974,303.18</b>	<b>\$ -</b>	<b>\$ 1,769,418.00</b>	<b>2,743,721.18</b>	<b>\$ 963,393.18</b>	

BUDGET UNIT **FUND 3**  
 Budget Name **TRANSIT**

Information as of: **3/31/14**  
 Number of Months Elapsed: **9**

Projection as of: **5/15/14**

			TO DATE			REMAINDER OF YEAR		Projected	(OVER) or UNDERSPENT VARIANCE	COMMENTS
	ADOPTED	ADJUSTED	EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment		
SALARIES & BENEFITS										
11-01	\$ 401,566.00	\$ 401,566.00	249,514.80	\$ -	\$ 249,514.80	\$	-	\$ 74,570.88	\$ 324,085.68	\$ 77,480.32
11-02	\$ -	\$ -	8,922.14	\$ -	\$ 8,922.14	\$	-	\$ 13,469.02	\$ 22,391.16	\$ (22,391.16)
11-03	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -
11-06	\$ -	\$ -	14,301.99	\$ -	\$ 14,301.99	\$	-	\$ 5,222.82	\$ 19,524.81	\$ (19,524.81)
11-07	\$ -	\$ -	2,783.85	\$ -	\$ 2,783.85	\$	-	\$ 7,465.07	\$ 10,248.92	\$ (10,248.92)
11-10	\$ 17,039.00	\$ 17,039.00	11,824.50	\$ -	\$ 11,824.50	\$	-	\$ 4,389.14	\$ 16,213.64	\$ 825.36
11-12	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -
11-16	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -
11-17	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -
11-18	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -
11-20	\$ 11,768.00	\$ 11,768.00	-	\$ -	\$ -	\$	-	\$ -	\$ -	\$ 11,768.00
11-21	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -
11-30	\$ 4,553.00	\$ 4,553.00	15,963.57	\$ -	\$ 15,963.57	\$	-	\$ 6,664.50	\$ 22,628.07	\$ (18,075.07)
11-31	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -
11-51	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -
11-60	\$ 7,591.00	\$ 7,591.00	5,464.82	\$ -	\$ 5,464.82	\$	-	\$ 2,336.17	\$ 7,800.99	\$ (209.99)
16-01	\$ 22,321.00	\$ 22,321.00	15,663.97	\$ -	\$ 15,663.97	\$	-	\$ 6,006.32	\$ 21,670.29	\$ 650.71
16-02	\$ 87,145.00	\$ 87,145.00	63,025.98	\$ -	\$ 63,025.98	\$	-	\$ 22,240.38	\$ 85,266.36	\$ 1,878.64
16-03	\$ 5,956.00	\$ 5,956.00	4,109.80	\$ -	\$ 4,109.80	\$	-	\$ 1,522.99	\$ 5,632.79	\$ 323.21
16-04	\$ 441.00	\$ 441.00	-	\$ -	\$ -	\$	-	\$ -	\$ -	\$ 441.00
16-05	\$ 5,662.00	\$ 5,662.00	4,720.59	\$ -	\$ 4,720.59	\$	-	\$ 1,511.03	\$ 6,231.62	\$ (569.62)
17-01	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -
17-02	\$ 500.00	\$ 500.00	500.00	\$ -	\$ 500.00	\$	-	\$ -	\$ 500.00	\$ -
17-03	\$ 3,319.00	\$ 3,319.00	2,144.52	\$ -	\$ 2,144.52	\$	-	\$ 932.67	\$ 3,077.19	\$ 241.81
17-04	\$ 19,010.00	\$ 19,010.00	16,457.53	\$ -	\$ 16,457.53	\$	-	\$ 2,810.60	\$ 19,268.13	\$ (258.13)
17-05	\$ 54,943.00	\$ 54,943.00	37,801.97	\$ -	\$ 37,801.97	\$	-	\$ 13,478.98	\$ 51,280.95	\$ 3,662.05
17-06	\$ 5,603.00	\$ 5,603.00	3,869.23	\$ -	\$ 3,869.23	\$	-	\$ 1,451.81	\$ 5,321.04	\$ 281.96
17-07	\$ 2,855.00	\$ 2,855.00	1,180.41	\$ -	\$ 1,180.41	\$	-	\$ 130.11	\$ 1,310.52	\$ 1,544.48
17-08	\$ -	\$ -	118.40	\$ -	\$ 118.40	\$	-	\$ 121.35	\$ 239.75	\$ (239.75)
17-09	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	\$ -	\$ -
17-10	\$ 1,691.00	\$ 1,691.00	1,765.29	\$ -	\$ 1,765.29	\$	-	\$ 1,031.58	\$ 2,796.87	\$ (1,105.87)
17-11	\$ -	\$ -	195.66	\$ -	\$ 195.66	\$	-	\$ 207.04	\$ 402.70	\$ (402.70)
17-12	\$ -	\$ -	210.48	\$ -	\$ 210.48	\$	-	\$ 265.61	\$ 476.09	\$ (476.09)
<b>SALARIES &amp; BENEFITS TOTAL</b>	<b>\$ 651,963.00</b>	<b>\$ 651,963.00</b>	<b>\$ 460,539.50</b>	<b>\$ -</b>	<b>\$ 460,539.50</b>	<b>\$</b>	<b>-</b>	<b>\$ 165,828.07</b>	<b>\$ 626,367.57</b>	<b>\$ 25,595.43</b>

BUDGET UNIT  
 Budget Name

FUND 3
TRANSIT

Information as of: **3/31/14**  
 Number of Months Elapsed: 9

Projection as of:  
**5/15/14**

SERVICES AND SUPPLIES

	ADOPTED	ADJUSTED	TO DATE			REMAINDER OF YEAR			Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment			
19-05											
21-02											
21-03											
21-04											
21-06											
21-07											
21-08											
21-09	20,000.00	72,620.00	28,985.00	24,620.00	53,605.00			12,000.00	40,985.00	31,635.00	
21-10											
21-12											
22-01											
22-02											
22-03											
22-04											
23-01	4,000.00	4,000.00	30.00		30.00			1,220.00	1,250.00	2,750.00	
23-02	1,500.00	1,500.00						500.00	500.00	1,000.00	
23-03											
23-04	5,000.00	5,000.00						2,159.00	2,159.00	2,841.00	
23-05											
23-06											
23-07											
23-08											
23-18											
24-01											
24-05											
25-01	20,000.00	20,000.00	32.02		32.02			6,500.00	6,532.02	13,467.98	
25-02											
25-03	250.00	250.00	25.03		25.03				25.03	224.97	
25-06											
26-01	8,000.00	8,000.00	4,195.37		4,195.37			2,400.00	6,595.37	1,404.63	
26-02											
26-03											
26-04	20,000.00	20,000.00	10,073.52	5,200.00	15,273.52			2,500.00	12,573.52	7,426.48	
26-07											
28-01	600.00	600.00	80.00		80.00			160.00	240.00	360.00	
28-03											
28-04											
28-05	1,300.00	1,300.00	1,081.00		1,081.00			1,500.00	2,581.00	(1,281.00)	
28-06											
28-07	1,000.00	1,000.00	395.00		395.00			395.00	790.00	210.00	
28-09											
28-10											

BUDGET UNIT  
Budget Name

FUND 3
TRANSIT

Information as of: **3/31/14**  
Number of Months Elapsed: 9

Projection as of: **5/15/14**

			TO DATE			REMAINDER OF YEAR			Projected	(OVER) or	COMMENTS
	ADOPTED	ADJUSTED	EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment	TOTAL FOR YEAR	UNDERSPENT VARIANCE	
28-11	TEMP EMPLOYEE EXPENSE										
28-12	EMPLOYEE ACTIVITIES										
28-13	FINANCE CHARGES/PENALTIES										
28-15	CLASS INSTRUCTOR										
28-19	JAIL OPERATIONS - KERN CO										
28-21	DEVELOPMENT LOANS										
28-38	RDA DISTRIBUTION-KERN										
28-99	BANK SRVICE FEES										
29-01	DEPRECIATION EQUIP	20,205.00	20,205.00	93,287.79		93,287.79		31,095.93	124,383.72	(104,178.72)	
29-04	EDUCATION EXPENSE										
29-05	PRINTING/REPRO	10,000.00	10,000.00	346.39		346.39		5,000.00	5,346.39	4,653.61	
29-06	SPECIAL INVESTIGATION										
29-07	SOFTWARE, NON-CAPITAL	20,000.00	20,000.00	17,175.07		17,175.07			17,175.07	2,824.93	
29-09	OTHER MISC CHARGES	400.00	400.00	6,740.00		6,740.00		600.00	7,340.00	(6,940.00)	
29-16	SPAY/NEUTER DONATIONS										
29-99	CONTINGENCIES										
31-01	SMALL TOOLS-MINOR EQUIP	13,200.00	13,200.00	217.99		217.99		1,200.00	1,417.99	11,782.01	
32-01	VEHICLE REPAIR SUPPLY	4,900.00	4,900.00							4,900.00	
32-02	RADIO REPAIR SUPPLY										
32-03	OTHER EQUIP REPAIR SUPPLY										
32-04	BLDG & GRNDS SUPPLIES										
32-05	STREET REPAIR SUPPLIES										
32-09	OTHER REPAIR SUPPLIES										
33-01	JANITORIAL	400.00	400.00					200.00	200.00	200.00	
34-01	OFFICE SUPPLIES	1,000.00	1,000.00	434.14		434.14		400.00	834.14	165.86	
34-03	PRINTER-TONER SUPPLIES										
34-04	PRINTER TRANS DRUMS/CART										
34-05	PRINTER PAPER SUPPLIES										
35-01	MOTOR FUEL, OIL, LUBE										
36-01	RECREATION SUPPLIES										
36-02	HORTICULTURAL SUPPLIES										
36-03	RESALE SUPPLIES										
37-01	CHEMICAL, LAB & MED SUPPLIES										
38-01	FOOD										
38-02	FEED/ANIMAL										
38-03	CLOTHING	2,500.00	2,500.00					2,000.00	2,000.00	500.00	
38-04	SAFET EQ (NON-CLOTHING)										
39-01	CAMERA SUPPLIES/PRINTS										
39-09	OTHER OPERATING SUPPLIES										
41-21	MAIN COMPUTER EQUIP										
41-22	COMPUTER PRINTER										
41-23	SOFTWARE, CAPITAL										
41-25	SERVER COMPUTER EQUIP										
41-27	LAP TOP COMPUTER										
41-28	DESK COMPUTER EQUIP										

BUDGET UNIT  
 Budget Name

FUND 3
TRANSIT

Information as of: **3/31/14**  
 Number of Months Elapsed: 9

Projection as of:  
**5/15/14**

	ADOPTED	ADJUSTED	TO DATE			REMAINDER OF YEAR			Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment			
41-29 OTHER COMPUTER EQUIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
41-30 NETWORK COMPONENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
41-31 PASSENGER SEDAN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
41-32 PASSENGER VEHICLE PATROL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
41-33 MOTORCYCLE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
41-34 PICKUP TRUCK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
41-39 OTHER VEHICLES	\$ 50,000.00	\$ 1,761.00	\$ -	\$ 1,760.93	\$ 1,760.93	\$ -	\$ 1,760.93	\$ 1,760.93	\$ 0.07		
41-40 CAPITAL REPAIRS VEH	\$ 40,000.00	\$ 40,000.00	\$ 22,251.71	\$ 6,114.71	\$ 28,366.42	\$ -	\$ 7,000.00	\$ 29,251.71	\$ 10,748.29		
41-42 RIDING TURF CARE EQUIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
41-65 RADIO EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
41-67 TV/PROECTORS/CAMERA/VCR	\$ -	\$ 298.00	\$ -	\$ 298.31	\$ 298.31	\$ -	\$ 298.00	\$ 298.00	\$ -		
41-71 ACQUISTION OF COPIERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
41-78 SURVEILLANCE/RADAR EQUIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
41-82 W.W. EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
41-86 FIREARMS AND SAFETY VEST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
41-99 MISC OTHER EQUIP	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00	\$ 45,000.00	\$ 5,000.00		
45-10 BUILDING IMPROVEMENTS	\$ -	\$ 785,000.00	\$ -	\$ -	\$ -	\$ -	\$ 785,000.00	\$ 785,000.00	\$ -		
46-01 IMPROVEMENTS-NON BUILDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
51-01 PRINCIPAL DEBT SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
52-01 INTEREST DEPT SERVICE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
53-01 FISCAL AGENT FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>SERVICES &amp; SUPPLIES TOTAL</b>	<b>\$ 244,255.00</b>	<b>\$ 1,083,934.00</b>	<b>\$ 185,350.03</b>	<b>\$ 37,993.95</b>	<b>\$ 223,343.98</b>	<b>\$ -</b>	<b>\$ 908,888.86</b>	<b>\$ 1,094,238.89</b>	<b>\$ (10,304.89)</b>		
ISF											
92-18 ISF TECHNOLOGY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
93-18 ISF PRINT&COPY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
94-18 ISF FLEET	\$ 72,000.00	\$ 72,000.00	\$ 39,880.10	\$ -	\$ 39,880.10	\$ 13,293.37	\$ -	\$ 53,173.47	\$ 18,826.53		
95-18 ISF BUILDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ISF	\$ 72,000.00	\$ 72,000.00	\$ 39,880.10	\$ -	\$ 39,880.10	\$ 13,293.37	\$ -	\$ 53,173.47	\$ 18,826.53		

BUDGET UNIT **FUND 3**  
 Budget Name **TRANSIT**

Information as of: **3/31/14**  
 Number of Months Elapsed: 9

Projection as of: **5/15/14**

TRANSFERS

8000

	ADOPTED	ADJUSTED	TO DATE			REMAINDER OF YEAR			Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment			
01-00 TRANSFER TO GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
01-02 TRANSFER TO GF/ADMIN	\$ 141,543.00	\$ 141,543.00	\$ 96,883.99	\$ -	\$ 96,883.99	\$ -	\$ 32,294.66	\$ -	\$ 129,178.65	\$ 12,364.35	
01-03 TRANSFER TO GF/PUBLIC WKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
02-00 TRANSFER TO FUND 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10-00 TRANSFER TO RISK MGMNT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12-00 TRANSFER TO FUND 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15-00 TRANSFER TO FUND 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18-00 TRANSFER TO FUND 18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
23-01 TRANSFER TO FUND 231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
90-00 TRANSFER TO FUND 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TRANSFERS</b>	<b>\$ 141,543.00</b>	<b>\$ 141,543.00</b>	<b>\$ 96,883.99</b>	<b>\$ -</b>	<b>\$ 96,883.99</b>	<b>\$ -</b>	<b>\$ 32,294.66</b>	<b>\$ -</b>	<b>\$ 129,178.65</b>	<b>\$ 12,364.35</b>	
<b>NET EXPENDITURES TOTAL</b>	<b>\$ 1,109,761.00</b>	<b>\$ 1,949,440.00</b>	<b>\$ 782,653.62</b>	<b>\$ 37,993.95</b>	<b>\$ 820,647.57</b>	<b>\$ -</b>	<b>\$ 45,588.03</b>	<b>\$ 1,074,716.93</b>	<b>\$ 1,902,958.58</b>	<b>\$ 46,481.42</b>	



BUDGET UNIT  
Budget Name

FUND 3
TRANSIT

Information as of:  
Number of Months Elapsed:

3/31/14  
9

Projection as of:  
5/15/14

		TO DATE			REMAINDER OF YEAR			Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS	
		ADOPTED	ADJUSTED	EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N				STRAIGHT- LINED PROJECTION
<b>325</b>	FEDERAL										
12-10	OJP/BJA-VEST PROGRAM	\$ -	\$ -	-	\$ -	\$ -		\$ -	\$ -		
<b>12-17</b>	<b>OFF OF TRFFC SFTY GRANTS</b>	\$ -	\$ -	-	\$ -	\$ -		\$ -	\$ -		
40-01	FEDERAL GRANT	\$ -	\$ -	-	\$ -	\$ -		\$ -	\$ -		
73-62	FTA OPERATING GRANT	\$ 62,733.00	\$ 62,733.00	-	\$ -	\$ -		\$ 108,845.00	\$ 108,845.00	\$ 46,112.00	
		\$ 62,733.00	\$ 62,733.00	\$ -	\$ -	\$ -		\$ 108,845.00	108,845.00	\$ 46,112.00	
<b>350</b>	USE OF PROPERTY AND MONEY										
<b>351</b>	INVESTMENT										
00-00	INVESTMENT EARNINGS	\$ 750.00	\$ 750.00	1,122.89	\$ -	\$ 1,122.89		\$ -	\$ 500.00	\$ 1,622.89	\$ 872.89
		\$ 750.00	\$ 750.00	\$ 1,122.89	\$ -	\$ 1,122.89		\$ -	\$ 500.00	1,622.89	\$ 872.89
<b>360</b>	CURRENT SERVICE CHARGES									\$ -	
<b>361</b>	TRANSPORTATION										
13-11	PASSENGER FARE-COYOTE	\$ 3,250.00	\$ 3,250.00	3,198.10	\$ -	\$ 3,198.10		\$ -	\$ 750.00	\$ 3,948.10	\$ 698.10
13-12	FASSENGER FARE-ROADRUNNER	\$ 1,700.00	\$ 1,700.00	1,590.80	\$ -	\$ 1,590.80		\$ -	\$ 700.00	\$ 2,290.80	\$ 590.80
13-13	PASSENGER FARE-RATTLESNAKE	\$ 1,200.00	\$ 1,200.00	2,100.75	\$ -	\$ 2,100.75		\$ -	\$ 600.00	\$ 2,700.75	\$ 1,500.75
13-14	PASSENGER FARE GRR/C-CITY	\$ -	\$ -	768.77	\$ -	\$ 768.77		\$ -	\$ 312.00	\$ 1,080.77	\$ 1,080.77
13-63	PASSENGER FARE GRR/C-CNTY	\$ 600.00	\$ 600.00	1,027.00	\$ -	\$ 1,027.00		\$ -	\$ 600.00	\$ 1,627.00	\$ 1,027.00
13-64	PASSENGER FARE RAND/JOBERG	\$ -	\$ -	260.00	\$ -	\$ 260.00		\$ -	\$ 60.00	\$ 320.00	\$ 320.00
13-65	PASSENGER FARE INYOKERN	\$ 2,200.00	\$ 2,200.00	2,229.95	\$ -	\$ 2,229.95		\$ -	\$ 900.00	\$ 3,129.95	\$ 929.95
13-68	CHARTER SERVICE	\$ -	\$ -	-	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
13-90	CASH OVER/SHORT	\$ -	\$ -	-	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
23-63	GN OPER ASSISTANCE	\$ 40,000.00	\$ 40,000.00	9,077.12	\$ -	\$ 9,077.12		\$ -	\$ 7,000.00	\$ 16,077.12	\$ (23,922.88)
23-64	GN OPER ASSIST RAND/JOBERG	\$ 30,000.00	\$ 30,000.00	12,791.35	\$ -	\$ 12,791.35		\$ -	\$ 10,000.00	\$ 22,791.35	\$ (7,208.65)
23.65	GEN OPER ASSIST INYOKERN	\$ 100,000.00	\$ 100,000.00	54,466.08	\$ -	\$ 54,466.08		\$ -	\$ 50,000.00	\$ 104,466.08	\$ 4,466.08
		\$ 178,950.00	\$ 178,950.00	\$ 87,509.92	\$ -	\$ 87,509.92		\$ -	\$ 70,922.00	158,431.92	\$ (20,518.08)
<b>390</b>	OTHER REVENUE										

BUDGET UNIT **FUND 3**  
 Budget Name **TRANSIT**

Information as of: **3/31/14**  
 Number of Months Elapsed: 9

Projection as of: **5/15/14**

	ADOPTED	ADJUSTED	TO DATE			REMAINDER OF YEAR			Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment			
<b>392</b>											
00-00 SALES	\$ -	\$ -	-	\$ -	\$ -			\$ -	\$ -		
80-00 ADVERTISEMENTS	\$ 1,200.00	\$ 1,200.00	-	\$ -	\$ -			\$ 1,200.00	\$ -		
	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ -			\$ 1,200.00	\$ -		
<b>NET REVENUES</b>	<b>\$ 1,068,633.00</b>	<b>\$ 1,898,633.00</b>	<b>\$ 122,880.81</b>	<b>\$ -</b>	<b>\$ 122,880.81</b>			<b>\$ -</b>	<b>\$ 1,806,467.00</b>	<b>1,929,347.81</b>	<b>\$ 30,714.81</b>

BUDGET UNIT: FUND 5  
 Budget Name: WASTEWATER

Information as of: 3/31/14  
 Number of Months Elapsed: 9

Projection as of: 5/15/14

			TO DATE			REMAINDER OF YEAR			Projected	(OVER) or	COMMENTS
	ADOPTED	ADJUSTED	EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT-LINED PROJECTION	CUSTOM PROJECTION or Adjustment	TOTAL FOR YEAR	UNDERSPENT VARIANCE	
SALARIES & BENEFITS											
11-01	\$ 320,271.00	\$ 320,271.00	204,795.39	\$ -	\$ 204,795.39	\$ -	\$ -	\$ 81,471.11	286,266.50	\$ 34,004.50	
11-02	\$ -	\$ -	(1,173.42)	\$ -	\$ (1,173.42)	\$ -	\$ -	\$ 823.67	(349.75)	\$ 349.75	
11-03	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-06	\$ -	\$ -	14,646.34	\$ -	\$ 14,646.34	\$ -	\$ -	\$ 9,063.18	23,709.52	\$ (23,709.52)	
11-07	\$ -	\$ -	301.59	\$ -	\$ 301.59	\$ -	\$ -	\$ 439.69	741.28	\$ (741.28)	
11-10	\$ 15,292.00	\$ 15,292.00	11,176.44	\$ -	\$ 11,176.44	\$ -	\$ -	\$ 4,721.06	15,897.50	\$ (605.50)	
11-12	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-16	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-17	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-18	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-20	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-21	\$ -	\$ -	1,049.00	\$ -	\$ 1,049.00	\$ -	\$ -	\$ 431.57	1,480.57	\$ (1,480.57)	
11-30	\$ 58,334.00	\$ 58,334.00	58,639.44	\$ -	\$ 58,639.44	\$ -	\$ -	\$ 24,888.19	83,527.63	\$ (25,193.63)	
11-31	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-51	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
11-60	\$ 2,902.00	\$ 2,902.00	2,088.04	\$ -	\$ 2,088.04	\$ -	\$ -	\$ 910.88	2,998.92	\$ (96.92)	
16-01	\$ 19,221.00	\$ 19,221.00	13,263.37	\$ -	\$ 13,263.37	\$ -	\$ -	\$ 5,935.73	19,199.10	\$ 21.90	
16-02	\$ 70,670.00	\$ 70,670.00	50,589.79	\$ -	\$ 50,589.79	\$ -	\$ -	\$ 20,939.95	71,529.74	\$ (859.74)	
16-03	\$ 5,139.00	\$ 5,139.00	3,696.87	\$ -	\$ 3,696.87	\$ -	\$ -	\$ 1,531.80	5,228.67	\$ (89.67)	
16-04	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
16-05	\$ 3,776.00	\$ 3,776.00	3,883.30	\$ -	\$ 3,883.30	\$ -	\$ -	\$ 1,378.70	5,262.00	\$ (1,486.00)	
17-01	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
17-02	\$ 800.00	\$ 800.00	1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	1,000.00	\$ (200.00)	
17-03	\$ 3,203.00	\$ 3,203.00	2,191.21	\$ -	\$ 2,191.21	\$ -	\$ -	\$ 917.87	3,109.08	\$ 93.92	
17-04	\$ 18,873.00	\$ 18,873.00	17,242.17	\$ -	\$ 17,242.17	\$ -	\$ -	\$ 7,290.26	24,532.43	\$ (5,659.43)	
17-05	\$ 35,960.00	\$ 35,960.00	35,211.58	\$ -	\$ 35,211.58	\$ -	\$ -	\$ 14,706.75	49,918.33	\$ (13,958.33)	
17-06	\$ 3,697.00	\$ 3,697.00	3,451.13	\$ -	\$ 3,451.13	\$ -	\$ -	\$ 1,510.67	4,961.80	\$ (1,264.80)	
17-07	\$ 1,734.00	\$ 1,734.00	862.97	\$ -	\$ 862.97	\$ -	\$ -	\$ 123.39	986.36	\$ 747.64	
17-08	\$ 234.00	\$ 234.00	205.39	\$ -	\$ 205.39	\$ -	\$ -	\$ 92.12	297.51	\$ (63.51)	
17-09	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	
17-10	\$ 1,344.00	\$ 1,344.00	1,238.04	\$ -	\$ 1,238.04	\$ -	\$ -	\$ 687.73	1,925.77	\$ (581.77)	
17-11	\$ -	\$ -	164.83	\$ -	\$ 164.83	\$ -	\$ -	\$ 190.90	355.73	\$ (355.73)	
17-12	\$ -	\$ -	405.60	\$ -	\$ 405.60	\$ -	\$ -	\$ 511.83	917.43	\$ (917.43)	
SALARIES & BENEFITS TOTAL	\$ 561,450.00	\$ 561,450.00	\$ 424,929.07	\$ -	\$ 424,929.07	\$ -	\$ -	\$ 178,567.05	\$ 603,496.12	\$ (42,046.12)	

BUDGET UNIT  
Budget Name

FUND 5
WASTEWATER

Information as of:  
Number of Months Elapsed:

3/31/14  
9

Projection as of:  
5/15/14

		TO DATE			REMAINDER OF YEAR			Projected	(OVER) or	COMMENTS
ADOPTED	ADJUSTED	EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment	TOTAL FOR YEAR	UNDERSPENT VARIANCE	
SERVICES AND SUPPLIES										
19-05	CONTINGENCIES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
21-02	AUDITING	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
21-03	LEGAL SERVICES	\$ -	\$ -	-	\$ -	\$ -	\$ -	0.00	\$ -	
21-04	MEDICAL & LAB SUPPLIES	\$ 81,000.00	\$ 92,244.00	26,560.00	\$ 16,787.00	\$ 43,347.00	\$ -	\$ 19,000.00	45,560.00	\$ 46,684.00
21-06	ENGR,SURVEY & ARCHIT	\$ 80,000.00	\$ 2,000,000.00	39,071.23	\$ -	\$ 39,071.23	\$ -	\$ 650,000.00	689,071.23	\$ 1,310,928.77
21-07	PROF PERSONNEL SVCS	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
21-08	LEGAL SERVICES-OTHER	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
21-09	OTHER PROFESSIONAL SVCS	\$ 51,000.00	\$ 51,000.00	865.00	\$ -	\$ 865.00	\$ -	\$ 50,000.00	50,865.00	\$ 135.00
21-10	PROF SVCS RACVB	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
21-12	CHANNEL 6	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
22-01	UTILITIES: GAS	\$ 12,000.00	\$ 12,000.00	5,787.25	\$ -	\$ 5,787.25	\$ -	\$ 2,000.00	7,787.25	\$ 4,212.75
22-02	UTILITIES:ELECTRIC	\$ 69,000.00	\$ 87,703.00	52,844.98	\$ 21,302.05	\$ 74,147.03	\$ -	\$ 9,500.00	62,344.98	\$ 25,358.02
22-03	UTILITIES:WATER	\$ 2,500.00	\$ 2,500.00	901.16	\$ -	\$ 901.16	\$ -	\$ 450.00	1,351.16	\$ 1,148.84
22-04	UTILITIES:WASTE DISPOSAL	\$ 10,000.00	\$ 10,000.00	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ 10,000.00
22-05	UTILITIES:WASTE DISCHARGE	\$ 85,000.00	\$ 123,598.00	107,696.00	\$ 15,902.00	\$ 123,598.00	\$ -	\$ 15,902.00	123,598.00	\$ -
22-07	UTILITY LOCATION SERVICE	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
23-01	REPAIR AND MAINT	\$ 500.00	\$ 500.00	54.18	\$ -	\$ 54.18	\$ -	\$ 108.00	162.18	\$ 337.82
23-02	RADIO R&M	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
23-03	OTHER EQUIP R&M	\$ 2,550.00	\$ 2,550.00	2,073.86	\$ -	\$ 2,073.86	\$ -	\$ 256.00	2,329.86	\$ 220.14
23-04	BUILDING/GROUND R&M	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
23-05	STREET R&M	\$ 800,000.00	\$ 800,000.00	435.00	\$ -	\$ 435.00	\$ -	\$ 799,500.00	799,935.00	\$ 65.00
23-06	ELEVATOR MAINT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
23-07	SERVER R&M	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
23-08	MAINTENANCE CONTRACT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
23-18	FLEET MAINT SVC	\$ -	\$ -	394.95	\$ -	\$ 394.95	\$ -	\$ -	394.95	\$ (394.95)
24-01	COMPREHENSIVE LIABILITY	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
24-05	DENTAL INSURANCE	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
25-01	TRAININGS/MEETINGS	\$ 9,000.00	\$ 9,000.00	112.68	\$ -	\$ 112.68	\$ -	\$ 4,000.00	4,112.68	\$ 4,887.32
25-02	COURT TRANSPORT	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
25-03	FREIGHT & EXPRESS	\$ 300.00	\$ 300.00	-	\$ -	\$ -	\$ -	\$ 250.00	250.00	\$ 50.00
25-06	JOB APP EXPENSE	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
26-01	TELEPHONE	\$ 4,400.00	\$ 4,400.00	1,614.00	\$ -	\$ 1,614.00	\$ -	\$ 2,150.00	3,764.00	\$ 636.00
26-02	POSTAGE	\$ 30.00	\$ 30.00	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ 30.00
26-03	PHONE - LONG DISTANCE	\$ 400.00	\$ 400.00	207.04	\$ -	\$ 207.04	\$ -	\$ 175.00	382.04	\$ 17.96
26-04	ADVERTISING	\$ -	\$ -	212.06	\$ -	\$ 212.06	\$ -	\$ -	212.06	\$ (212.06)
26-07	INTERNET	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
28-01	RENTS & LEASES	\$ 5,000.00	\$ 5,000.00	-	\$ -	\$ -	\$ -	\$ 4,500.00	4,500.00	\$ 500.00
28-03	ANIMAL DISPOSAL	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
28-04	DAMAGES & JUDGEMENTS	\$ 10,000.00	\$ 10,000.00	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ 10,000.00
28-05	LAUNDRY	\$ 2,500.00	\$ 2,500.00	1,911.39	\$ -	\$ 1,911.39	\$ -	\$ 600.00	2,511.39	\$ (11.39)
28-06	ELECTION EXPENSE	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
28-07	DUES & PUBLICATIONS	\$ 2,400.00	\$ 2,400.00	781.60	\$ -	\$ 781.60	\$ -	\$ 500.00	1,281.60	\$ 1,118.40

BUDGET UNIT  
Budget Name

FUND 5
WASTEWATER

Information as of:  
Number of Months Elapsed: 9

3/31/14

Projection as of:  
5/15/14

			TO DATE			REMAINDER OF YEAR			Projected	(OVER) or	COMMENTS
	ADOPTED	ADJUSTED	EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment	TOTAL FOR YEAR	UNDERSPENT VARIANCE	
28-09 TAXES	\$ 2,000.00	\$ 2,000.00	1,921.81	\$ -	\$ 1,921.81	\$	-	\$ -	1,921.81	\$ 78.19	
28-10 AID TO OUTSIDE AGENCIES	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
28-11 TEMP EMPLOYEE EXPENSE	\$ 15,000.00	\$ 26,790.00	-	\$ 11,790.40	\$ 11,790.40	\$	-	\$ 11,790.40	11,790.40	\$ 14,999.60	
28-12 EMPLOYEE ACTIVITIES	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
28-13 FINANCE CHARGES/PENALTIES	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
28-15 CLASS INSTRUCTOR	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
28-19 JAIL OPERATIONS - KERN CO	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
28-21 DEVELOPMENT LOANS	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
28-38 RDA DISTRIBUTION-KERN	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
28-99 BANK SRVCE FEES	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
29-01 DEPRECIATION EQUIP	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
29-04 EDUCATION EXPENSE	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
29-05 PRINTING/REPRO	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
29-06 SPECIAL INVESTIGATION	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
29-07 SOFTWARE, NON-CAPITAL	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
29-09 OTHER MISC CHARGES	\$ 1,425.00	\$ 1,425.00	562.00	\$ -	\$ 562.00	\$	-	\$ 812.00	1,374.00	\$ 51.00	
29-16 SPAY/NEUTER DONATIONS	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
29-99 CONTINGENCIES	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
31-01 SMALL TOOLS-MINOR EQUIP	\$ 15,300.00	\$ 15,300.00	1,200.30	\$ -	\$ 1,200.30	\$	-	\$ 2,879.00	4,079.30	\$ 11,220.70	
32-01 VEHICLE REPAIR SUPPLY	\$ 6,850.00	\$ 6,850.00	703.19	\$ -	\$ 703.19	\$	-	\$ 1,295.00	1,998.19	\$ 4,851.81	
32-02 RADIO REPAIR SUPPLY	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
32-03 OTHER EQUIP REPAIR SUPPLY	\$ 33,150.00	\$ 33,436.00	2,409.41	\$ 286.47	\$ 2,695.88	\$	-	\$ 7,800.00	10,209.41	\$ 23,226.59	
32-04 BLDG & GRNDS SUPPLIES	\$ 5,000.00	\$ 5,000.00	2,294.65	\$ -	\$ 2,294.65	\$	-	\$ 1,000.00	3,294.65	\$ 1,705.35	
32-05 STREET REPAIR SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
32-09 OTHER REPAIR SUPPLIES	\$ 19,400.00	\$ 19,400.00	10,142.60	\$ -	\$ 10,142.60	\$	-	\$ 1,200.00	11,342.60	\$ 8,057.40	
33-01 JANITORIAL	\$ 1,500.00	\$ 1,500.00	398.40	\$ -	\$ 398.40	\$	-	\$ 600.00	998.40	\$ 501.60	
34-01 OFFICE SUPPLIES	\$ 2,500.00	\$ 2,500.00	243.22	\$ -	\$ 243.22	\$	-	\$ 625.00	868.22	\$ 1,631.78	
34-03 PRINTER-TONER SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
34-04 PRINTER TRANS DRUMS/CART	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
34-05 PRINTER PAPER SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
35-01 MOTOR FUEL, OIL, LUBE	\$ 11,700.00	\$ 11,700.00	3,576.16	\$ -	\$ 3,576.16	\$	-	\$ 1,050.00	4,626.16	\$ 7,073.84	
36-01 RECREATION SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
36-02 HORTICULTURAL SUPPLIES	\$ 1,500.00	\$ 1,500.00	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ 1,500.00	
36-03 RESALE SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
37-01 CHEMICAL, LAB & MED SUPPLIES	\$ 9,900.00	\$ 9,900.00	1,542.71	\$ -	\$ 1,542.71	\$	-	\$ 1,850.00	3,392.71	\$ 6,507.29	
38-01 FOOD	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
38-02 FEED/ANIMAL	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
38-03 CLOTHING	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
38-04 SAFET EQ (NON-CLOTHING)	\$ 6,000.00	\$ 6,000.00	937.06	\$ -	\$ 937.06	\$	-	\$ 750.00	1,687.06	\$ 4,312.94	
39-01 CAMERA SUPPLIES/PRINTS	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
39-09 OTHER OPERATING SUPPLIES	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
41-21 MAIN COMPUTER EQUIP	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
41-22 COMPUTER PRINTER	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	
41-23 SOFTWARE, CAPITAL	\$ 3,674.00	\$ 7,348.00	-	\$ 3,674.20	\$ 3,674.20	\$	-	\$ 3,674.00	3,674.00	\$ 3,674.00	
41-25 SERVER COMPUTER EQUIP	\$ -	\$ -	-	\$ -	\$ -	\$	-	\$ -	0.00	\$ -	

BUDGET UNIT  
Budget Name

FUND 5
WASTEWATER

Information as of:  
Number of Months Elapsed:

3/31/14  
9

Projection as of:  
5/15/14

			TO DATE			REMAINDER OF YEAR		Projected	(OVER) or UNDERSPENT	COMMENTS	
	ADOPTED	ADJUSTED	EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment			TOTAL FOR YEAR
41-27	LAP TOP COMPUTER	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-28	DESK COMPUTER EQUIP	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-29	OTHER COMPUTER EQUIP	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-30	NETWORK COMPONENTS	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-31	PASSENGER SEDAN	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-32	PASSENGER VEHICLE PATROL	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-33	MOTORCYCLE	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-34	PICKUP TRUCK	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-39	OTHER VEHICLES	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-40	CAPITAL REPAIRS VEH	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-42	RIDING TURF CARE EQUIP	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-65	RADIO EQUIPMENT	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-67	TV/PROECTORS/CAMERA/VCR	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-71	ACQUISITION OF COPIERS	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-78	SURVEILLANCE/RADAR EQUIP	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-82	W.W. EQUIPMENT	\$ 71,900.00	\$ 73,322.00	-	\$ 35,118.93	\$ 35,118.93	\$ -	\$ 36,000.00	36,000.00	\$ 37,322.00	
41-86	FIREARMS AND SAFETY VEST	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
41-99	MISC OTHER EQUIP	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
45-02	IMPROVEMENTS - BUILDING	\$ 30,000.00	\$ 30,000.00	691.72	\$ -	\$ 691.72	\$ -	\$ 29,000.00	29,691.72	\$ 308.28	
46-01	IMPROVEMENTS-NON BUILDING	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
51-01	PRINCIPAL DEBT SERVICES	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
52-01	INTEREST DEPT SERVICE	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
53-01	FISCAL AGENT FEES	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
SERVICES & SUPPLIES TOTAL		\$ 1,464,379.00	\$ 3,470,096.00	\$ 268,145.61	\$ 104,861.05	\$ 373,006.66	\$ -	\$ 1,659,216.40	\$ 1,927,362.01	\$ 1,542,733.99	
ISF											
92-18	ISF TECHNOLOGY	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
93-18	ISF PRINT&COPY	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
94-18	ISF FLEET	\$ 34,458.00	\$ 34,458.00	17,617.34	\$ -	\$ 17,617.34	\$ 5,872.45	\$ -	23,489.79	\$ 10,968.21	
95-18	ISF BUILDING	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
		\$ -	\$ -	-	\$ -	-	\$ -	\$ -	0.00	\$ -	
ISF		\$ 34,458.00	\$ 34,458.00	\$ 17,617.34	\$ -	\$ 17,617.34	\$ 5,872.45	\$ -	\$ 23,489.79	\$ 10,968.21	

BUDGET UNIT **FUND 5**  
 Budget Name **WASTEWATER**

Information as of: **3/31/14**  
 Number of Months Elapsed: 9

Projection as of: **5/15/14**

TRANSFERS  
 8000

	ADOPTED	ADJUSTED	TO DATE			REMAINDER OF YEAR			Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment			
01-00 TRANSFER TO GF	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
01-02 TRANSFER TO GF/ADMIN	\$ 303,139.00	\$ 303,139.00	92,220.00	\$ -	\$ 92,220.00	\$ -	-	\$ 120,000.00	212,220.00	\$ 90,919.00	
01-03 TRANSFER TO GF/PUBLIC WKS	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
02-00 TRANSFER TO FUND 2	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
10-00 TRANSFER TO RISK MGMNT	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
12-00 TRANSFER TO FUND 120	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
15-00 TRANSFER TO FUND 15	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
18-00 TRANSFER TO FUND 18	\$ -	\$ 17,281.00	-	\$ -	\$ -	\$ -	-	\$ 17,281.00	17,281.00	\$ -	
23-01 TRANSFER TO FUND 231	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
90-00 TRANSFER TO FUND 900	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
<b>TRANSFERS</b>	<b>\$ 303,139.00</b>	<b>\$ 320,420.00</b>	<b>\$ 92,220.00</b>	<b>\$ -</b>	<b>\$ 92,220.00</b>	<b>\$ -</b>	<b>-</b>	<b>\$ 137,281.00</b>	<b>\$ 229,501.00</b>	<b>\$ 90,919.00</b>	
<b>NET EXPENDITURES TOTAL</b>	<b>\$ 2,363,426.00</b>	<b>\$ 4,386,424.00</b>	<b>\$ 802,912.02</b>	<b>\$ 104,861.05</b>	<b>\$ 907,773.07</b>	<b>\$ 5,872.45</b>	<b>\$ 1,975,064.45</b>	<b>\$ 2,783,848.92</b>	<b>\$ 1,602,575.08</b>		

BUDGET UNIT  
Budget Name

FUND 5
WASTEWATER

Information as of: **3/31/14**  
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Projection as of:  
**5/15/14**

	ADOPTED	ADJUSTED	TO DATE			REMAINDER OF YEAR			Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment			
310											
311											
07-03											
10-00											
20-00											
30-00											
40-00											
50-00											
70-00											
90-00											
350											
351											
00-00											
360											
362											
14-80											
15-10											
24-82											
363											
04-40											
14-18											
24-17											
40-00											

BUDGET UNIT  
Budget Name

FUND 5
WASTEWATER

Information as of:  
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3/31/14  
9

Projection as of:  
5/15/14

		TO DATE			REMAINDER OF YEAR			Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS	
		ADOPTED	ADJUSTED	EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N				STRAIGHT- LINED PROJECTION
<b>364</b>	RECREATION FEE										
16-14	REC FEES-AQUATICS	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
16-33	REC FEES-PINNEY POOL	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
26-13	REC FEES-PRE-SCHOOL	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
96-17	REC FEES-CULTURAL ARTS	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
		\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
<b>365</b>	RECREATION FEES										
16-18	REC-HIGH SCHOOL SPORTS	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
26-19	REC FEES-SOCCER	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
30-01	KM CENTER DAILY USE FEE	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
30-02	RACQUETBALL FEES	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
30-03	MARTIAL ARTS CLASS FEES	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
30-04	AEROBICS CLASS FEES	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
30-10	ADULT SOFTBALL	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
30-11	ADULT BASKETBALL	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
30-20	YOUTH BASKETBALL	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
30-21	YOUTH VOLLEYBALL	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
30-22	YOUTH FOOTBALL LEAGUE	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
30-30	DAY CAMP FEES	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
30-31	SUMMER CLASS REGISTRATION	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
30-97	SPECIAL INTEREST	\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
		\$ -	\$ -	-	\$ -	\$ -		\$ -	0.00	\$ -	
<b>366</b>	UTILITIES										
35-54	NAWS WWT SVC CONTRACT	\$ -	\$ -	110,322.39	\$ -	\$ 110,322.39		\$ -	\$ 51,481.34	161,803.73	\$ 161,803.73
45-54	OFFSITE WWT CHG TREATMENT	\$ 160,000.00	\$ 160,000.00	-	\$ -	\$ -		\$ -	\$ -	0.00	\$ (160,000.00)
60-00	WWT MAIN CONNECT COLLEC	\$ 8,500.00	\$ 8,500.00	4,023.00	\$ -	\$ 4,023.00		\$ -	\$ 1,500.00	5,523.00	\$ (2,977.00)
70-00	UTIL WWT SERVICE FEE	\$ 1,400,000.00	\$ 1,400,000.00	1,382,963.02	\$ -	\$ 1,382,963.02		\$ -	\$ 658,000.00	2,040,963.02	\$ 640,963.02
80-00	WWT CAPACITY-TRTMENT/DISP	\$ 65,000.00	\$ 65,000.00	26,075.00	\$ -	\$ 26,075.00		\$ -	\$ 8,000.00	34,075.00	\$ (30,925.00)
		\$ 1,633,500.00	\$ 1,633,500.00	1,523,383.41	\$ -	\$ 1,523,383.41		\$ -	\$ 718,981.34	2,242,364.75	\$ 608,864.75

BUDGET UNIT  
Budget Name

FUND 5
WASTEWATER

Information as of: **3/31/14**  
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	ADOPTED	ADJUSTED	TO DATE			REMAINDER OF YEAR			Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment			
<b>367</b>											
12-12	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
22-11	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
22-12	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
32-12	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
42-21	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
42-22	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
62-12	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
70-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
97-12	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
97-14	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
<b>368</b>											
12-56	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
32-52	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
52-54	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
80-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
<b>369</b>											
11-50	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
12-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
30-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
31-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
44-80	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
60-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
60-10	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
70-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
80-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
90-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	

BUDGET UNIT  
Budget Name

FUND 5
WASTEWATER

Information as of:  
Number of Months Elapsed:

3/31/14  
9

Projection as of:  
5/15/14

	ADOPTED	ADJUSTED	TO DATE			REMAINDER OF YEAR			Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment			
<b>380</b>											
<b>386</b>											
01-00	\$ 155,000.00	\$ 155,000.00	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ (155,000.00)	
02-03	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
03-02	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
03-03	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
05-02	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
05-03	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
09-00	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
09-02	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
10-00	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
10-02	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
11-12	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
11-20	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
11-30	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
13-02	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
14-02	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
19-00	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
19-02	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
20-63	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
22-64	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
23-10	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
63-00	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
93-90	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
	\$ 155,000.00	\$ 155,000.00	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ (155,000.00)	
<b>389</b>											
51-00	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
52-00	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
54-00	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
56-00	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	
	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	0.00	\$ -	

BUDGET UNIT  
Budget Name

FUND 5
WASTEWATER

Information as of:  
Number of Months Elapsed:

3/31/14  
9

Projection as of:  
5/15/14

	ADOPTED	ADJUSTED	TO DATE			REMAINDER OF YEAR			Projected TOTAL FOR YEAR	(OVER) or UNDERSPENT VARIANCE	COMMENTS
			EXPENDED SO FAR	ENCUMB'D SO FAR	TOTAL SO FAR	Y or N	STRAIGHT- LINED PROJECTION	CUSTOM PROJECTION or Adjustment			
<b>390</b>											
<b>391</b>											
00-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
65-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
80-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
80-01	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
82-12	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
82-21	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
82-50	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
82-57	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
86-10	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
86-11	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
86-16	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
<b>392</b>											
00-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
10-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
20-00	\$ 15,000.00	\$ 15,000.00	9,627.00	\$ -	\$ 9,627.00	\$ -		\$ 1,200.00	10,827.00	\$ (4,173.00)	
40-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
40-01	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
50-10	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
	\$ 15,000.00	\$ 15,000.00	9,627.00	\$ -	\$ 9,627.00	\$ -		\$ 1,200.00	10,827.00	\$ (4,173.00)	
<b>393</b>											
00-00	\$ -	\$ -	101.78	\$ -	\$ 101.78	\$ -		\$ -	101.78	\$ 101.78	
01-99	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
02-10	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
02-16	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
03-42	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
06-31	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
15-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
16-00	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	0.00	\$ -	
	\$ -	\$ -	101.78	\$ -	\$ 101.78	\$ -		\$ -	101.78	\$ 101.78	



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