



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

**AGENDA**

**Wednesday**

**Regular**

**Closed Session 4:30 p.m.  
Regular Session 6:00 p.m.**

**January 20, 2016**

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

**(760) 499-5000**

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

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LAST ORDINANCE NO. 16-xx  
LAST RESOLUTION CITY COUNCIL NO. 16-xx

## **CITY OF RIDGECREST**

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

#### **AGENDA**

Regular Council  
Wednesday January 20, 2016

#### **CITY COUNCIL CHAMBERS CITY HALL**

100 West California Avenue  
Ridgecrest, CA 93555

**Closed Session – 4:30 p.m.**

**Regular Session – 6:00 p.m.**

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

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

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

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **APPROVAL OF AGENDA**

#### **PUBLIC COMMENT – CLOSED SESSION**

#### **CLOSED SESSION – 4:30 p.m.**

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

**CLOSED SESSION** *(continued)*

- ii. GC54956.8 Local Agency Real Property Negotiations – Negotiation For Sale – Ridgecrest Business Park Lot Nos. 29, 30, 31, and 32
- iii. GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – Cameron Rainwater v. City Of Ridgecrest
- iv. GC54957 Personnel Matters – Public Employee Performance Evaluation – City Manager

**REGULAR SESSION – 6:00 p.m.**

- Pledge Of Allegiance
- Invocation

**CITY ATTORNEY REPORT**

- Closed Session
- Other

**PRESENTATIONS**

1. Presentation Of Retirement Proclamation To Police Sergeant Mike Myers  
Strand
2. Presentation Of Retirement Recognition For Police Canine Officer Laky  
Strand
3. Presentation By Parks And Recreation On The New Concession Stand At The Kerr McGee Youth Sports Complex  
Patin

**PUBLIC COMMENT**

**COUNCIL ANNOUNCEMENTS**

**CONSENT CALENDAR**

4. Adopt A Resolution Authorizing The City Manager To Sign The Notice Of Completion On The Cycle 5 Highway Safety Improvement Program (HSIP) Signing And Striping Of 12 Intersections, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention In The Amount Of Twelve Thousand Eight Hundred And Fifty Dollars (\$12,850.00) Thirty-Five Days After Recordation Of The Notice Of Completion Speer

5. Adopt A Resolution To Approve The Professional Service Agreement With The Firm Of Willdan Engineering In The Amount Of Twenty-Five Thousand Dollars (\$25,000) To Provide An Update To The Pavement Management Study (PMS) And Authorize The City Manager Dennis Speer, To Execute The Professional Service Agreement Speer
6. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Setting The Public Hearing For Unmet Transit Needs Findings Speer
7. Adopt A Resolution Authorizing The City Manager To Sign The Notice Of Completion On The Project Fiscal Year 15-16 Pavement Rehabilitation Project, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention In The Amount Of Forty-Two Thousand Six Hundred Eighty-Five And Thirty Cents (\$42,685.30) Thirty-Five Days After Recordation Of The Notice Of Completion Speer
8. Adopt A Resolution Approving Contract Change Order Number One For The Amount Of Two Thousand Eight Hundred Forty-Six Dollars And Twenty Five Cents (\$2,846.25) With The Contractor, JTS Construction, For The Kerr McGee Restroom Concession Project And Authorize The City Manager, Dennis Speer To Sign Change Order Number One Patin
9. Adopt A Resolution Of The City Of Ridgecrest Successor Redevelopment Agency Approving The Recognized Obligation Payment Schedule (ROPS) 2016-17 Parsons
10. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Minutes For Meeting Dated December 16, 2015 Ford

#### DISCUSSION AND OTHER ACTION ITEMS

11. Presentation And Discussion Of The Monthly Financial Report Staheli
12. Appointment To Measure 'L' Citizens Advisory Committee Breeden
13. Council Committee Appointments Breeden
14. Review and Discussion Of The Proposed Draft Joint Powers Authority Agreement For The Indian Wells Valley Groundwater Sustainability Agency Breeden
15. Approve A Letter Of Support For Alternative No. 3 Of The West Mohave Plan (WEMO) Route Network Project and Plan Amendment Mower

## COMMITTEE REPORTS

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

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

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

### **Infrastructure Committee**

Members: Jim Sanders; Mike Mower  
Meetings: 3<sup>rd</sup> Thursday each month at 5:00 p.m. as needed  
Location: Council Conference Room B

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

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

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

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

### **❖ Ad Hoc Youth Advisory Council**

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

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

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

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

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

## OTHER COMMITTEES, BOARDS, OR COMMISSIONS

### **Kern Council Of Governments**

Member: Peggy Breeden  
Meetings: 3<sup>rd</sup> Thursday Of The Month

### **League of California Cities - Desert Mountain Division**

Member: Peggy Breeden, Eddie Thomas  
Meetings: Feb. 19th, April 15, June 17, Aug. 12, Oct. 5 - 7, Nov. 18<sup>th</sup>

### **Kern County Association of Cities**

Member: Peggy Breeden  
Meetings: Last Monday Of The Month

**East Kern Air Pollution Control District**

Member: Peggy Breeden  
Meetings: 2<sup>nd</sup> Tuesday Of The Month

**Indian Wells Valley Economic Development Corp.**

Attendee: Peggy Breeden, Eddie Thomas  
Meetings: 1<sup>st</sup> Thursday Of The Month

**Indian Wells Valley Groundwater Management Group**

Attendee: Peggy Breeden  
Meetings: 3<sup>rd</sup> Thursday Of The Month

**Groundwater Sustainability Agency Eligible Agencies**

Attendee: Peggy Breeden  
Meetings: 3<sup>rd</sup> Thursday Of The Month

**Eastern Kern Economic Alliance**

Attendee: Peggy Breeden, Eddie Thomas  
Meetings: 2<sup>nd</sup> Tuesday Of The Month

**Navy Community Council**

Attendee: Peggy Breeden  
Meetings: As Needed

**Indian Wells Valley Water District**

Attendee: Peggy Breeden  
Meetings: 2<sup>nd</sup> Monday Of The Month

**Ridgecrest Chamber of Commerce**

Attendee: Peggy Breeden  
Meetings: 2<sup>nd</sup> Thursday Of The Month

**Friends Of Jawbone**

Attendee: Lori Acton  
Meeting: 3<sup>rd</sup> Wednesday Of The Month At 9:00 a.m.

**Ridgecrest Roundtable (BLM Steering Committee)**

Attendee: Lori Acton  
Meetings: 4<sup>th</sup> Thursday Of The Month At 6:30 p.m.

**Bowman Business District**

Attendee: Lori Acton  
Meetings: 3<sup>rd</sup> Tuesday Of The Month At 5:00 p.m.

**CITY MANAGER REPORT**

**MAYOR AND COUNCIL COMMENTS**

**ADJOURNMENT**

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**A PROCLAMATION OF  
THE CITY OF RIDGECREST, CALIFORNIA**

**In Honor of Ridgecrest Police Sergeant Michael Myers  
Upon The Occasion of His Retirement**

**WHEREAS**, Sergeant Michael Myers began his career with the City on June 21, 1989 as a Police Officer for the City of Ridgecrest Police Department, and;

**WHEREAS**, Sergeant Myers worked a variety of assignments throughout his career, including Patrol Officer, Range Master, Traffic Officer, DARE Officer, Detective, Patrol Watch Commander, Traffic Sergeant, Terrorist Liaison Officer, P.A.C.T. Law Enforcement Director, and Teen Court Judge, and;

**WHEREAS**, Sergeant Myers wrote and administered several (OTS) Office of Traffic Safety and California State Parks Off-Highway grants. Since he became the traffic sergeant, the Ridgecrest Police Department has been awarded over half a million dollars to purchase much needed equipment to aid in the funding and enforcement of DUI, traffic and OHV safety for the City of Ridgecrest and;

**WHEREAS**, Sergeant Myers received multiple commendations throughout his career from this Police Department and other outside agencies that include the Los Angeles Police Department for his participation in the worst riot their City had ever experienced during the 1992 Los Angeles Riots, and;

**WHEREAS**, During his career, Sergeant Myers was selected as Officer of the Year for the Ridgecrest Police Department in the year 1994 and Supervisor of the Year in 2009 and 2014. He also earned the treasured California Highway Patrol 10851 award for auto theft recovery in 1994, and the 2003 Kern County Law Enforcement Foundation Exceptional Officer Award, and;

**WHEREAS**, Sergeant Myers received multiple letters of appreciation from the public throughout his career thanking him for his exceptionally high level of professionalism, kindness, dedication and excellence in performing his duties, and;

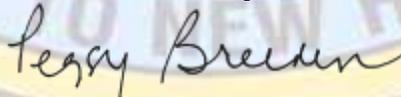
**WHEREAS**, Sergeant Myers is known for his humorous micro-management of the traffic and OHV equipment, commonly referred to as "his empire" by many. Some claimed that not even the Chief has all the "Keys to the Traffic Division Kingdom", and;

**WHEREAS**, Sergeant Myers has retired after providing over 27 years of faithful and honorable service to our community.

**NOW THEREFORE BE IT PROCLAIMED**

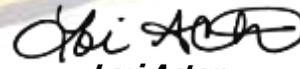
The City Council of the City of Ridgecrest does hereby recognize and thank Ridgecrest Police Sergeant Michael Myers for his professional and personal dedication to the City of Ridgecrest on the occasion of his retirement.

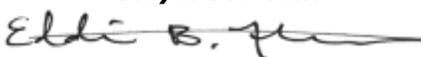
**Proclaimed this 20<sup>th</sup> day of January, 2016**

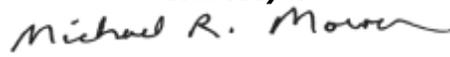


**Peggy Breeden, Mayor**

  
**James Sanders  
Mayor Pro Tem**

  
**Lori Acton  
Vice Mayor**

  
**Eddie B. Thomas  
Council Member**

  
**Mike Mower  
Council Member**

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

**SUBJECT:**

Presentation Of Retirement Recognition To Police Canine Officer Laky

**PRESENTED BY:**

Ron Strand – Chief of Police

**SUMMARY:**

Police Canine Officer Laky is being retired from service and will be recognized for his service to the Ridgecrest Police Department

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Presentation only

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

**SUBJECT:**

Presentation of the new Kerr McGee Youth Sports Complex Concession Stand

**PRESENTED BY:**

Jason Patin – Parks and Recreation Manager

**SUMMARY:**

An informational presentation of the design and installation process for the new Concession Stand located at the Kerr McGee Youth Sports Complex.

This facility is replacing the previous Concession building which was destroyed by fire.

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Presentation only

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

SUBJECT: A Resolution Authorizing The City Manager To Sign The Notice Of Completion On the Cycle 5 Highway Safety Improvement Program (HSIP) Signing And Striping Of 12 Intersections, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention In The Amount of Twelve Thousand Eight Hundred and Fifty Dollars (\$12,850.00) Thirty-Five Days After Recordation Of The Notice Of Completion

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The Contractor, Super Seal Inc., has finished the project that consisted of updating twelve intersections with signage and striping. They intersection locations were: Richmond Road at California Avenue; Downs Street at Bowman Road; Downs Street at Dolphin Avenue; Downs Street at Graaf Avenue; Downs Street at Upjohn Avenue; Downs Street at Ward Avenue; Norma Street at Bowman Road; Norma Street at Graaf Avenue; Norma Street at Moyer Avenue; Norma Street at Reeves Avenue; Norma Street at Sydnor Avenue; and Norma Street at Upjohn Avenue in the City of Ridgecrest.

With the work being completed and, with the exception of retention in the amount of Twelve Thousand Eight Hundred and Fifty Dollars (\$12,850.00), the contractor, Super Seal Inc., has been paid in full.

The construction project was funded by the Highway Safety Improvement Program (HSIP) and the project was completed on July 18, 2015.

The City will authorize release of retention thirty-five days from the filing of the Notice of Completion as long as no claims have been filed against the retained funds and the City of Ridgecrest has accepted all work.

FISCAL IMPACT:\$7,609.38

ReviewedbyFinance Director

**ACTION REQUESTED:**

Adopt A Resolution Authorizing The City Manager To Sign The Notice Of Completion On the Cycle 5 Highway Safety Improvement Program (HSIP) Signing And Striping Of 12 Intersections, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention In The Amount of Twelve Thousand Eight Hundred and Fifty Dollars (\$12,850.00) Thirty-Five Days After Recordation Of The Notice Of Completion

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: January 20, 2016

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## RESOLUTION NO. 16-XX

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION ON THE CYCLE 5 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) SIGNING AND STRIPING OF 12 INTERSECTIONS, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION AND AUTHORIZING THE RELEASE OF RETENTION IN THE AMOUNT OF TWELVE THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS (\$12,850.00) THIRTY-FIVE DAYS AFTER RECORDATION OF THE NOTICE OF COMPLETION**

**WHEREAS**, The Contractor, Super Seal Inc., has finished the project that consisted of updating traffic signal heads at seven intersections. The intersection locations were: Richmond Road at California Avenue; Downs Street at Bowman Road; Downs Street at Dolphin Avenue; Downs Street at Graaf Avenue; Downs Street at Upjohn Avenue; Downs Street at Ward Avenue; Norma Street at Bowman Road; Norma Street at Graaf Avenue; Norma Street at Moyer Avenue; Norma Street at Reeves Avenue; Norma Street at Sydnor Avenue; and Norma Street at Upjohn Avenue in the City of Ridgecrest; and

**WHEREAS**, With the work being completed and with the exception of retention in the amount of Twelve Thousand Eight Hundred and Fifty Dollars (\$12,850.00), the contractor, Super Seal Inc., has been paid in full; and

**WHEREAS**, The construction project was funded by the Highway Safety Improvement Program (HSIP) and the project was completed on July 18, 2015; and

**WHEREAS**, The City will authorize release of retention thirty-five days from the filing of the Notice of Completion as long as no claims have been filed against the retained funds and the City of Ridgecrest has accepted all work.

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

- 1) Authorizes the City Manager to sign the Notice of Completion.
- 2) Authorizes the City Clerk to file the notice of completion for recordation On the Cycle 5 Highway Safety Improvement Program (HSIP) Signing and Striping of 12 Intersections.
- 3) Authorizes City Staff to release the retained funds in the amount of Twelve Thousand Eight Hundred and Fifty Dollars (\$12,850.00), thirty-five days after recordation of the notice of completion providing no claims have been filed against said retained funds.

**APPROVED AND ADOPTED** this 20<sup>th</sup> day of January by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, CMC  
City Clerk

**Recording Requested By:**

CITY OF RIDGECREST

**When Recorded Mail to:**

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

**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN THAT:**

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

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

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

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

Names	Addresses
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- 7. A work of improvement on the property hereinafter described was **COMPLETED** July 18, 2015

- 8. The work of improvement completed is described as follows: Cycle 5 HSIP Signing and Striping for 12 Intersections Project, HSIPL – 5385 (052)

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

- 10. The street address of said property is: \_\_\_\_\_

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

Various Streets

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dennis Speer, City Manager

Verification for **INDIVIDUAL** owner

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

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Signature of Owner named in paragraph 2

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

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Dennis Speer, City Manager

**SUBSCRIBED AND SWORN TO** before me on \_\_\_\_\_

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

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**5**

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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 Firm Of Willdan Engineering In The Amount Of Twenty- Five Thousand Dollars (\$25,000) To Provide An Update to the Pavement Management Study (PMS) And Authorize The City Manager Dennis Speer, To Execute The Professional Service Agreement

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The City of Ridgecrest requires the services of an engineering consulting firm to provide an update to the Pavement Management Study in order to be eligible for Federal Grants. The Federal Highway Administration recommends cities update their Pavement Management Studies every three (3) years. The last pavement management study was prepared by Willdan Engineering and was approved by City Council June 2011.

The proposed fee to perform the update of the Pavement Management Study is \$25,000.00 which will be funded from Measure L Funding.

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.

**FISCAL IMPACT:**

Reviewed by Finance Director

**ACTION REQUESTED:**

Adopt A Resolution To Approve The Professional Service Agreement With The Firm Of Willdan Engineering In The Amount Of Twenty- Five Thousand Dollars \$25,000 To Provide An Update to the Pavement Management Study (PMS) And Authorize The City Manager Dennis Speer, To Execute The Professional Service Agreement

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: January 20, 2016

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**RESOLUTION NO. 16-XX**

**A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH THE FIRM OF WILLDAN ENGINEERING IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000) TO PROVIDE AN UPDATE TO THE PAVEMENT MANAGEMENT STUDY (PMS) AND AUTHORIZE THE CITY MANAGER DENNIS SPEER, TO EXECUTE THE PROFESSIONAL SERVICE AGREEMENT**

**WHEREAS**, The City of Ridgecrest requires professions services from Willdan Engineering for the update of the Pavement Management Study.

**WHEREAS**, The proposed services are on fixed fee basis; and

**WHEREAS**, The services are required for remaining eligible for Federal Grant funding; and

**WHEREAS**, The Federal Highway Administration recommends that Pavement Management Studies be updated every three (3) years; and

**WHEREAS**, Willdan Engineering performed the last Pavement Management Study and the City Council approved the study in June 2011; and

**WHEREAS**, The proposed fixed fee is Twenty-Five Thousand Dollars \$25,000; and

**WHEREAS**, The funds will be expended from Measure L Funding.

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

1. Authorizes the Approval of a Professional Service Agreement with the Consulting Firm of Willdan Engineering; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts; and
3. Authorizes the City Manager, Dennis Speer, to execute the professional service agreement

**APPROVED AND ADOPTED** this 20<sup>th</sup> day of January 2016 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, cmc, City Clerk

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As of \_\_\_\_\_, 20\_\_\_\_, the City of Ridgecrest, hereinafter "City," and Willdan Engineering Inc., hereinafter "Consultant," agree as follows:

1. Purpose.

(a) Provide Professional Services to Update the Current Pavement Management Study from 2010.

(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 **Twenty-Five Thousand Dollars (\$25,000.00)**.

(b) The Consultant shall complete and submit an invoice showing project name, date of work, purchase order number, invoice number, original contract amount, current invoice amount, total billed to date, remaining contract balance, percentage of work completed, description of task(s), personnel assigned to task, job title of personnel and supporting documentation. Additionally, the Consultant shall submit a project schedule in Microsoft project with a narrative of tasks performed and tasks planned for the next payment period. 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 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, sub consultants, 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.

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 sub consultants 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 sub consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub consultants 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 sub consultants 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.

(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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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.

APPROVED:  
City of Ridgecrest

APPROVED:

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

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

**APPROVED AS TO FORM**  
City Attorney

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



November 17, 2015

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

**Subject: Flat Fee for Preparation of Pavement Management System (PMS) Update**

Dear Loren:

Thank you for the opportunity to provide professional engineering services to perform a complete update to the City's Pavement Management System Report. The following scope and fee is based upon performing field rating and data update for all 612 street segments in the 120 centerline miles of streets in the City's street network. Given the size of the network, the field rating and data entry tasks comprise the majority of the cost associated with this update. Once the new data is acquired, the report update will be straightforward and cost effective given that all of the files from the previous update will be accessed and updated.

The project schedule is estimated to take **four months** from receipt of Notice to Proceed. This allows one month in startup tasks, including obtaining construction history data and updating the database and GIS maps accordingly. Then field rating and data entry will take a month and a half to complete, with quality control review. The draft and final report will be provided in the remainder of the schedule, allowing ample time for City review and response to comments.

The project team will remain the same as used in the 2011 Report Update, with the addition of Beau Thompson, EIT, a support team member that has been assisting me with PMS reports. I will be the committed Project Manager, Beau will be the Assistant Engineer, Mohsen Soumi will provide field rating and Rex Miller will provide GIS and Mapping services.

Respectfully submitted,  
**WILLDAN ENGINEERING**

A handwritten signature in black ink, appearing to read 'Roxanne Hughes'.

Roxanne C. Hughes, PE  
Principal Project Manager

## Flat Fee for Preparation of Pavement Management System (PMS)

### Update SCOPE OF WORK

#### Phase I – Data Assimilation

1. Acquire from the City information of construction history since the previous PMS report.
2. Update the existing MicroPaver PMS database with recent construction history data. Street segments will be split or combined, added or deleted as appropriate.
3. Using a large scale map prepared by Willdan the rater will carefully highlight as segments are rated to avoid missing any segments.
4. In the field, record the quantities of distress for the full range of conditions in MicroPaver in various severity levels on a segment-by-segment basis for all streets.
5. Upload field data collected into the MicroPaver database.

#### Phase II – System Parameters

1. Review with City staff preferred strategies for various states of pavement condition.
2. Calculate costs of major and minor maintenance alternatives.
3. Refine the decision tree for strategy assignment in the PMS software.
4. Establish preliminary annual budget levels to use for initial comparison, in developing the preferred major maintenance expenditure levels.

#### Phase III – Data Processing

1. Run the data processing to update and repopulate the database with the latest information.
2. Prepare the Overall List of Segments to provide cross reference to segment ID and PCI/SI values.
3. Produce the Needs - Treatment/Cost Details showing the next treatment recommended by the system.
4. Prepare the PCI Calculation – Summary of condition indices including environmental and traffic load components.
5. Prepare the SI Calculation – Summary of condition indices focusing on crack data only.
6. Produce the Major Maintenance Inventory to provide prioritized listing of rehabilitation needs.
7. Produce the Minor Maintenance Inventory to provide prioritized listing of preventative maintenance needs.
8. Submit Preliminary Report summarizing outputs to City for review and concurrence.

#### Phase IV – PMS Report Update

1. Update the PMS report including an Executive Summary explaining the strategies and results of the pavement management system update.
2. Provide all reports listed under data processing above in the Appendix.



3. Prepare Maps depicting SI, PCI, Arterial Strategies, Local Street Strategies, Minor Maintenance Strategies and Construction History for overall street network and provide in the Appendix.
4. Provide PDF copy for review by City staff.
5. Revise the report based on City comments.
6. Prepare and submit PDF copy and 4 hard copies of the final report.

### Quality Control/Quality Assurance

Quality control and assurance is continuous throughout the process of preparing the PMP update and includes the following basic procedures:

1. Pavement raters are always “retrained” at the beginning of any rating assignment by our pavement engineer in charge of database development. They are coached and tested on ratings the first morning, and their progress rechecked and verified within a few hours thereafter. The process will involve an independent rating by our engineer shortly after ratings by pavement raters. This process of quality assurance rating will continue for the first day. Supervisory proofing is provided on a spot-check basis throughout the assignment by our pavement engineer.
2. Data is first output to a spreadsheet to which formulas are attached to verify completeness and reasonableness of data. Sort and search macros are performed along with additional formulas to verify further the field contents of the database. Correlations with the previous pavement data are also cross checked by these methods.
3. After assimilation of the database on the spreadsheet is completed and verified on an automated basis, our pavement engineer scans, and searches for inconsistencies, prior to any use of the data.
4. Various query routines are run to provide groups of streets with same characteristics to verify functionality of the database for consistency in general. Only at that point is the data considered usable.
5. Our pavement engineer prepares various information output reports, which will be reviewed by quality control personnel, for overall usefulness and meaningfulness.
6. Independent proofreaders review all written documentation with both laymen and engineering backgrounds prior to publishing.

Service	Flat Fee
Flat Fee for PMS Update	\$25,000





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

**SUBJECT:** A Resolution of the City of Ridgecrest City Council setting a Public Hearing for Unmet Transit Needs

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The Transportation Development Act of 1971 (TDA), as amended provides for the disbursement of funds from the Local Transportation Fund for various eligible transportation uses. The funds are distributed by the Kern Council of Governments (KCOG), in its capacity as the Regional Transportation Planning Agency. An eligible claimant wishing to receive TDA funding through KCOG must conduct an annual review of the transit needs of the individuals and groups in the community. This year's submittal of the Public Hearing documentation is due to Kern Council of Government by the end of April 2016. Subsequently, a public hearing must be held before the end of April 2016.

Since the public hearing must be duly noticed for thirty days prior to the public hearing date, staff is requesting that the hearing be scheduled for the Council Meeting of March 2, 2016 at 6:00 p.m.

**FISCAL IMPACT:** None

Reviewed by Finance Director

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Approve the Resolution 16 - , that sets the public hearing for Unmet Transit Needs; approve the Notice of Public Hearing; and directs the City Clerk to publish the notice.

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

Action Date: January 20, 2016

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**RESOLUTION NO. 16-XX**

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

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

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

**WHEREAS**, A Notice of Public Hearing must be published thirty days prior to the hearing date.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Ridgecrest does hereby set the public hearing for Unmet Transit Needs for March 2, 2016 at 6:00 pm, approves the Notice of Public Hearing, and directs the City Clerk to publish the notice.

**ADOPTED, AND APPROVED**, this 20<sup>th</sup> day of January, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, CMC  
City Clerk

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January 20, 2016

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BEFORE THE CITY OF RIDGECREST CITY COUNCIL IN THE COUNCIL CHAMBERS OF CITY HALL, 100 W. CALIFORNIA AVENUE, RIDGECREST, CALIFORNIA ON WEDNESDAY, MARCH 2, 2016, AT 6:00 P.M. OR AS SOON THEREAFTER AS THE MATTERS MAY BE HEARD.

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

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

Unmet needs:

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

Reasonable to meet:

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

All interested persons are invited to attend and present testimony.

CITY OF RIDGECREST

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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 Resolution Authorizing The City Manager To Sign The Notice Of Completion On the Fiscal Year 15-16 Pavement Rehabilitation Project, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention In The Amount of Forty-two Thousand Six Hundred Eighty-Five and Thirty Cents (\$42,685.30) Thirty-Five Days After Recordation Of The Notice Of Completion

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The Contractor, Griffith Company Inc. has finished the project that consisted of resurfacing existing asphalt concrete, including cold planing, crack treatment, fiberglass paving placement of hot mix asphalt concrete, AC dikes, and restoring pavement markings and delineation. The construction locations were: Richmond Road between Upjohn Avenue and East Ridgecrest Boulevard, Bowman Road between Downs Street and Primrose Street and West Rader Avenue between Nevada Court and South Downs Street.

With the work being completed and, with the exception of retention in the amount of Forty-two Thousand Six Hundred Eighty-Five and Thirty Cents (\$42,685.30) the contractor, Griffith Company Inc., has been paid in full.

These construction projects were funded by the Tax Allocation Bond Funds (TAB) and the project was completed on November 9, 2015.

The City will authorize release of retention thirty-five days from the filing of the Notice of Completion as long as no claims have been filed against the retained funds and the City of Ridgecrest has accepted all work.

**FISCAL IMPACT:** \$42,685.30

Reviewed by Finance Director

**ACTION REQUESTED:**

Adopt A Resolution Authorizing The City Manager To Sign The Notice Of Completion On the Fiscal Year 15-16 Pavement Rehabilitation Project, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention In The Amount of Forty-two Thousand Six Hundred Eighty-Five and Thirty Cents (\$42,685.30) Thirty-Five Days After Recordation Of The Notice Of Completion

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: January 20, 2016

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**RESOLUTION NO. 16-XX**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION ON THE PROJECT FISCAL YEAR 15-16 PAVEMENT REHABILITATION PROJECT, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION AND AUTHORIZING THE RELEASE OF RETENTION IN THE AMOUNT OF FORTY-TWO THOUSAND SIX HUNDRED EIGHTY-FIVE AND THIRTY CENTS (\$42,685.30) THIRTY-FIVE DAYS AFTER RECORDATION OF THE NOTICE OF COMPLETION**

**WHEREAS**, The Contractor, Griffith Company Inc. has finished the project that consisted of resurfacing existing asphalt concrete, including cold planning, crack treatment, fiberglass paving placement of hot mix asphalt concrete, AC dikes, and restoring pavement markings and delineation; and

**WHEREAS**, The construction locations were: Richmond Road between Upjohn Avenue and East Ridgecrest Boulevard, Bowman Road between Downs Street and Primrose Street and West Rader Avenue between Nevada Court and South Downs Street.

**WHEREAS**, With the work being completed and with the exception of retention in the amount of Forty-two Thousand Six Hundred Eighty-Five and Thirty Cents (\$42,685.30) the contractor, Griffith Company Inc. has been paid in full; and

**WHEREAS**, These construction projects were funded by the Tax Allocation Bond Funds (TAB) and the projects were completed on November 9, 2015; and

**WHEREAS**, The City will authorize release of retention thirty-five days from the filing of the Notice of Completion as long as no claims have been filed against the retained funds and the City of Ridgecrest has accepted all work.

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

- 1) Authorizes the City Manager to sign the Notice of Completion.
- 2) Authorizes the City Clerk to file the notice of completion for recordation on the Fiscal Year 15-16 Pavement Rehabilitation Project.
- 3) Authorizes City Staff to release the retained funds in the amount of Forty-two Thousand Six Hundred Eighty-Five and Thirty Cents (\$42,685.30) thirty-five (35) days after recordation of the notice of completion providing no claims have been filed against said retained funds.

APPROVED AND ADOPTED this 20<sup>th</sup> day of January 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

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**Recording Requested By:**

CITY OF RIDGECREST

**When Recorded Mail to:**

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

**NOTICE OF COMPLETION**

**NOTICE IS HEREBY GIVEN THAT:**

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

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

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

Names	Addresses
-------	-----------

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

Names	Addresses
-------	-----------

- 7. A work of improvement on the property hereinafter described was **COMPLETED** Nov 9, 2015

- 8. The work of improvement completed is described as follows: FY 15-16 Pavement Rehabilitation

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

- 10. The street address of said property is: \_\_\_\_\_

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

Richmond Road, Bowman Road, and Rader Avenue

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dennis Speer, City Manager

Verification for **INDIVIDUAL** owner

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

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Signature of Owner named in paragraph 2

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

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Dennis Speer, City Manager

**SUBSCRIBED AND SWORN TO** before me on \_\_\_\_\_

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

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

SUBJECT: Approve Contract Change Order Number One For the Amount of Two Thousand Eight Hundred Forty-Six Dollars and Twenty Five Cents (\$2,846.25) With The Contractor, JTS Construction, For The Kerr McGee Restroom Concession Project And Authorize The City Manager, Dennis Speer To Sign Change Order Number One

**PRESENTED BY:**

Jason Patin, Parks & Recreation Manager

**SUMMARY:**

As the Kerr McGee Restroom Concession Building Project is ongoing, an additional requirement to add a Water Pressure Tank to the facility for adequate water pressure to operate water fixtures included in the building.

Change Order #1     A Water Tank

**TOTAL            \$2,846.25**

Funds needed for this project will be acquired thru TAB Funds for the Water Pressure Tank.

This dollar amount will be added to the existing PO #7696.

The funding source for this project will come from TAB funds 018-4660-460-4601 MF1405

**FISCAL IMPACT:** None

Reviewed by Finance Director

**ACTION REQUESTED:**

Approve Contract Change Order Number One For the Amount of Two Thousand Eight Hundred Forty-Six Dollars and Twenty Five Cents (\$2,846.25) With The Contractor, JTS Construction, For The Kerr McGee Restroom Concession Project And Authorize The City Manager, Dennis Speer To Sign Change Order Number One

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

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**RESOLUTION NO. 16-XX**

**APPROVE CONTRACT CHANGE ORDER NUMBER ONE FOR THE AMOUNT OF TWO THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS AND TWENTY FIVE CENTS (\$2,846.25) WITH THE CONTRACTOR, JTS CONSTRUCTION, FOR THE KERR MCGEE RESTROOM CONCESSION PROJECT AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER TO SIGN CHANGE ORDER NUMBER ONE**

**WHEREAS**, The Kerr McGee Restroom Concession Building Project is ongoing, requiring an additional Water Pressure Tank; and

**WHEREAS**, Change Order #1 for adding additional funds to install a Water Pressure Tank; and

**WHEREAS**, The total dollar value of the change order is Two Thousand Eight Hundred Forty-Six Dollars and Twenty Five Cents \$2,846.25; and

**WHEREAS**, TAB Funds will be used for the installation of the Water Pressure Tank.

**WHEREAS**, This dollar amount will be added to the existing PO #7696; and

**WHEREAS**, Funding for this project will be acquired from TAB funds, Kerr McGee Restroom Concession Building 018-4660-460-4601 MF1405.

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

1. Approves Change Order Number One, to JTS Construction to install a Water Pressure Tank for adequate water pressure to operate water fixtures. Kerr McGee Restroom Concession Building Project at the cost of Two Thousand Eight Hundred Forty-Six Dollars and Twenty Five Cents \$2,846.25.
2. Authorizes the Finance Director to amend the TAB Funds Account to reflect all appropriate capital, revenue and transfer accounts.
3. Authorizes City Manager, Dennis Speer, to execute Change Order Number One, to JTS Construction

**APPROVED AND ADOPTED** this 20<sup>th</sup> day of January 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

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Peggy Breeden, Mayor

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Rachel J. Ford, cmc, City Clerk

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

**SUBJECT:**

Review And Approve Recognized Obligations Payment Schedule (ROPS) 2016-17 Of The Ridgecrest Redevelopment Successor Agency And Approval of Resolution

**PRESENTED BY:**

Gary Parsons

**SUMMARY:**

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

The staff has prepared the Ridgecrest Redevelopment Successor Agency Recognized Obligations Payment Schedule (ROPS) 2016-17 of the prior Ridgecrest Redevelopment Agency and is recommending approval by the Successor Agency and its submission to the Ridgecrest Redevelopment Oversight Board.

The Recognized Obligations Payment Schedule (ROPS) 2016-17 is for the ANNUAL reporting period of July 1, 2016 to June 30, 2017.

Staff will provide an overview and respond to any questions of the council acting as the Ridgecrest Redevelopment Successor Agency concerning the ROPS 2016-17 and recommends approval by resolution and submitting to the Oversight Board and the State of California Department of Finance (DOF).

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

**ACTION REQUESTED:**

Review and approval of ROPS 2016-17 and Corresponding Resolution

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Review and Comment :

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**RESOLUTION NO. 16-XX**

**A RESOLUTION OF THE CITY OF RIDGECREST SUCCESSOR REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 2016-17**

**WHEREAS**, the Ridgecrest Successor Redevelopment Agency has met and has duly considered a Draft Recognized Obligation Payment Schedule (ROPS) for the period July 1, 2016 to June 30, 2017 in the form submitted by the Successor Agency staff (the "Draft ROPS16-17"); and

**WHEREAS**, prior to its meeting on January 20, 2016, the members of the Ridgecrest Successor Redevelopment Agency have been provided with copies of the Draft ROPS16-17 and instruments referenced in the Draft ROPS16-17; and

**WHEREAS**, the Ridgecrest Successor Redevelopment Agency has reviewed the Draft ROPS16-17 and those instruments referenced in the Draft ROPS16-17; and

**WHEREAS**, the Ridgecrest Successor Redevelopment Agency desires to express and memorialize its approval of the Draft ROPS16-17 with this Resolution.

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

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

SECTION 2: The Ridgecrest Successor Redevelopment Agency approves as the Recognized Obligation Payment Schedule for the period July 1, 2016 to June 30, 2017.

SECTION 3: The Successor Agency is authorized and directed to submit the ROPS16-17 to the Ridgecrest Oversight Board for its review and approval for submission to the California Department of Finance.

SECTION 4: The Successor Agency shall maintain on file as a public record this Resolution and the ROPS16-17 as approved hereby.

**PASSED, APPROVED, AND ADOPTED** at a meeting of the Ridgecrest City Council, held on this the 20<sup>th</sup> day of January, 2016 by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, CMC, City Clerk

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**Recognized Obligation Payment Schedule (ROPS 16-17) - Summary**

Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency: Ridgecrest  
 County: Kern

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>		<b>16-17A Total</b>	<b>16-17B Total</b>	<b>ROPS 16-17 Total</b>
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding</b>				
<b>A</b>	<b>Sources (B+C+D):</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
B	Bond Proceeds Funding	-	-	-
C	Reserve Balance Funding	-	-	-
D	Other Funding	-	-	-
<b>E</b>	<b>Enforceable Obligations Funded with RPTTF Funding (F+G):</b>	<b>\$ 2,757,155</b>	<b>\$ 2,783,387</b>	<b>\$ 5,540,542</b>
F	Non-Administrative Costs	2,632,155	2,658,387	5,290,542
G	Administrative Costs	125,000	125,000	250,000
<b>H</b>	<b>Current Period Enforceable Obligations (A+E):</b>	<b>\$ 2,757,155</b>	<b>\$ 2,783,387</b>	<b>\$ 5,540,542</b>

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

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

/s/ \_\_\_\_\_  
 Signature Date

Ridgecrest Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail

July 1, 2016 through June 30, 2017

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	16-17A				16-17B				W												
											Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)				RPTTF					Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)				RPTTF							
											Bond Proceeds		Reserve Balance		Other Funds		Non-Admin			Admin		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin		Admin	
											16-17A		16-17A		16-17A		16-17A			16-17A		16-17B		16-17B		16-17B		16-17B			
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 16-17 Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17A Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17B Total									
								\$ 37,586,217		\$ 5,540,542					\$ 125,000	\$ 2,757,155					\$ 2,658,387	\$ 125,000	\$ 2,783,387								
2	2005 COP (Building Lease)	Bonds Issued On or Before	11/1/2005	3/1/2026	U.S. Bank via City of	Building Lease		5,925,000	N	\$ 745,237				130,119		\$ 130,119						615,118		\$ 615,118							
3	2010 Tax Allocation Bonds	Bonds Issued On or Before	6/2/2010	6/30/2037	U.S. Bank	Bonds issued to fund housing/non projects		27,935,000	N	\$ 2,713,518				829,259		\$ 829,259						1,884,259		\$ 1,884,259							
8	2005 COP (Building Lease)	Fees	11/1/2005	3/1/2026	BLX Group LLC	Arbitrage Analysis Report		1,500	N	\$ 1,500						\$ -						1,500		\$ 1,500							
9	Continuing Disclosure Reporting	Fees	11/1/2005	6/30/2037	Rosenow Spevacek Group	Annual Bond Reporting Requirement		5,500	N	\$ 5,500						\$ -						5,500		\$ 5,500							
10	2005 COP (Building Lease)	Fees	11/1/2005	3/1/2026	U.S. Bank	Bond Administration Fee		2,010	N	\$ 2,010						\$ -						2,010		\$ 2,010							
11	Bond Project Management	Project Management Costs	7/1/2013	6/30/2015	Project Management consultant Gary Parsons	Bond Project Management			N	\$ -						\$ -								\$ -							
12	Legal Cost	Legal	1/1/2014	6/30/2015	Stradling Yocca, Carlson	Attorney Bond Assistance			N	\$ 40,000					20,000	\$ 20,000						20,000		\$ 20,000							
13	Employee Costs	Admin Costs	1/1/2014	6/30/2015	Various City Employees	Successor Agency & Debt Administration Costs			N	\$ 210,000					105,000	\$ 105,000						105,000		\$ 105,000							
15	Attorney Fees	Admin Costs	1/1/2014	6/30/2015	Lemieux & O'neil	Legal Assistance (litigating )		100,000	N	\$ 100,000				50,000		\$ 50,000						50,000		\$ 50,000							
17	Wastewater Loan	City/County Loans On or Before 6/27/11	6/19/2002	6/30/2015	Ridgecrest WasteWater Fund	Loan to Build Business Park Infrastructure			Y	\$ -						\$ -								\$ -							
18	Wastewater Loan	City/County Loans On or Before 6/27/11	11/3/2010	11/3/2015	Ridgecrest WasteWater Fund / City of Ridgecrest	Loan to Finance Solar Park		2,504,615	N	\$ 634,000				634,000		\$ 634,000								\$ 634,000							
21	2010 Tax Allocation Bonds	Fees	1/1/2014	6/30/2038	BLX Group LLC	Arbitrage Analysis Report		2,000	N	\$ 2,000				2,000		\$ 2,000								\$ 2,000							
23	2010 Tax Allocation Bonds	Fees	1/1/2014	6/30/2037	U.S. Bank	Fiscal Agent Fees		1,470	N	\$ 1,470				1,470		\$ 1,470								\$ 1,470							
28	Ridgecrest Housing Authority	Admin Costs	1/1/2014	6/30/2015	Ridgecrest Housing Authority	Housing Agency Administration Costs allocations per AB 471			N	\$ -						\$ -								\$ -							
30	Kern Community College District	Miscellaneous	1/1/2008	6/30/2011	Kern Community College District	HSC 33676 pass through payments			Y	\$ -						\$ -								\$ -							
31	Kern Community College District	Miscellaneous	1/1/2008	6/30/2011	Kern Community College District	HSC 33607.7 pass through payments			Y	\$ -						\$ -								\$ -							
32	ROPS 13-14B	RPTTF Shortfall	1/1/2014	6/30/2014	City of Ridgecrest	RPTTF Shortfall - ROPS 13-14B		48,427	N	\$ 48,427				48,427		\$ 48,427								\$ 48,427							
33	Retirement Unfunded Liability	Unfunded Liabilities	7/1/2014	6/30/2015	CalPERS	Pension Unfunded Liability		200,000	N	\$ 200,000				100,000		\$ 100,000						100,000		\$ 100,000							
34	OPEB Unfunded Liability	Unfunded Liabilities	7/1/2014	6/30/2015	CalPERS	OPEB Unfunded Liability		23,815	N	\$ -						\$ -								\$ -							
35	PMP Implementation	Fees	12/15/2013		Kosmont Associates	Consultant Fees		15,760	N	\$ 15,760				15,760		\$ 15,760								\$ 15,760							
36	ROPS 15-16B	RPTTF Shortfall	1/1/2016	6/30/2016	City of Ridgecrest	RPTTF Shortfall - ROPS 15-16B		821,120	N	\$ 821,120				821,120		\$ 821,120								\$ 821,120							
37									N	\$ -						\$ -								\$ -							
38									N	\$ -						\$ -								\$ -							
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**Ridgecrest Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances**  
**(Report Amounts in Whole Dollars)**

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

A	B	C	D	E	F	G	H	I	
		<b>Fund Sources</b>							
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>		<b>Other</b>	<b>RPTTF</b>		
	<b>Cash Balance Information by ROPS Period</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>	
<b>ROPS 15-16A Actuals (07/01/15 - 12/31/15)</b>									
1	<b>Beginning Available Cash Balance (Actual 07/01/15)</b>	16,581,645				3,000	(13,700)		
2	<b>Revenue/Income (Actual 12/31/15)</b> RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015						1,258,973		
3	<b>Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)</b>						1,275,451		
4	<b>Retention of Available Cash Balance (Actual 12/31/15)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						-		
5	<b>ROPS 15-16A RPTTF Balances Remaining</b>	No entry required							
6	<b>Ending Actual Available Cash Balance</b> C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ 16,581,645	\$ -	\$ -	\$ -	\$ 3,000	\$ (30,178)		
<b>ROPS 15-16B Estimate (01/01/16 - 06/30/16)</b>									
7	<b>Beginning Available Cash Balance (Actual 01/01/16)</b> (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 16,581,645	\$ -	\$ -	\$ -	\$ 3,000	\$ (30,178)		
8	<b>Revenue/Income (Estimate 06/30/16)</b> RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016						2,383,829		
9	<b>Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)</b>						3,206,048		
10	<b>Retention of Available Cash Balance (Estimate 06/30/16)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
11	<b>Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)</b>	\$ 16,581,645	\$ -	\$ -	\$ -	\$ 3,000	\$ (852,398)		

**Ridgecrest Recognized Obligation Payment Schedule (ROPS 16-17) - Notes July 1, 2016 through June 30, 2017**

Item #	Notes/Comments
#35	This item was approved in ROPS 15-16A and just a carryover to this ROPS because the consultant has not billed the agency for the full amount of the contract.
#32	This was approved by the Oversight Board by separate resolution as requested by DOF during ROPS15-16B
#36	DOF approved a distribution of \$3204948 but the County sent us \$2383828.73 for ROPS 15-16B causing this shortfall

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

**SUBJECT:**

Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of December 16, 2015

**PRESENTED BY:**

Rachel J. Ford, City Clerk

**SUMMARY:**

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of December 16, 2015

**FISCAL IMPACT:**

None

Reviewed by Finance Director:

**ACTION REQUESTED:**

Approve minutes

**CITY MANAGER 'S RECOMMENDATION:**

Action as requested: Approve Draft Minutes

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

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

**December 16, 2015  
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 – 5:00 p.m.**

**ROLL CALL**

Council Present: Mayor Peggy Breeden; Mayor Pro Tempore James Sanders (via Teleconference); Vice Mayor Lori Acton (via Teleconference); Council Members Eddie B. Thomas, and Mike Mower

Council Absent: None

Staff Present: City Manager Dennis Speer; City Clerk Rachel J. Ford; City Attorney Michael Silander, and other staff

**APPROVAL OF AGENDA**

Add Closed Session:

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

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

**PUBLIC COMMENT (Closed Session)**

- None Presented

## CLOSED SESSION

GC54957 Personnel Matter – Public Employee Performance Evaluation – City Manager

GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation - William Johnson V. City Of Ridgecrest

## REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

## CITY ATTORNEY REPORT

- Closed Session
  - GC54957 Personnel Matter – Public Employee Performance Evaluation – City Manager. Report received, continued to next regular meeting.
  - GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation - William Johnson V. City Of Ridgecrest. Report received, direction given to City Attorney.
- Other
  - None

## PRESENTATIONS

### 1. Presentation of Life Saving Recognition Awards **Strand**

- Chief of Police Ron Strand presented Recognition Awards for Life Saving to Officers Matthew Roland and Nathan Lloyd.

### 2. Presentation On Developer Fees **Speer**

Dennis Speer

- Presented Staff Report and PowerPoint Presentation regarding developer fees paid to the City of Ridgecrest.

Mike Mower

- Public concern about El Nino and questioned possibility of using fees for drainage expansion.

Peggy Breeden

- Questioned if there had to be damage done or if fees could be used as preventative.

Dennis Speer

- Fees can be used for a specific project with plans and designs.

Mike Mower

- Commented about past experience with flooding along Felspar Street and suggested expansion project of the flood channel in this area.

Dennis Speer

- Drainage fees collected can be used on projects.

Jim Sanders

- Asked the scope of a project where fees can be used, what percentage do developers pay and is it based on the cost of the projects

Mike Mower

- Provided examples of fees paid per house in a development

Peggy Breeden

- Questioned the ability of combining some parts of the project to reduce developer fees.
  - Dennis Speer – some costs can be discounted for parts of a project. There is a formula approved by the Council and has not been reviewed or updated since prior to 2006.
- Asked about the need to look at the formula again.
  - Dennis Speer – will discuss with departments.
- Questioned if development is down compared to last year, would lower fees help generate and encourage new development?

Eddie Thomas

- City received \$2.3 million dollars, how much is for General Fund?
  - Dennis Speer – none of the fees go to General Fund.

### Public Comment

Mike Neel

- Commented on the Chinese Restaurant behind Rite Aid Pharmacy and their experience with development fees in excess of \$30,000 which impacts the individual trying to build the structure.
- Supported the Mayor's suggestion of reviewing and possibly lowering the fees for developers.
- Questioned which fees were mandated formulas or can the formulas be amended by the City.
  - Dennis Speer – commented on plan check and inspection has been kept close to actual cost. Impact, sewer, and grading fees were adopted by Council and could be reviewed.

Mike Neel *(continued)*

- Suggested Council have staff review percentages and fixed fees and show justification for the costs.
- Commented that small businesses are not developing or expanding and the development fees could be a reason.
- Questioned why a commercial industry should pay a school district fee. Suggested this be a residential fee.
  - Mike Mower – school district fee is mandated by the State and we have no control of that fee.
- Whatever City could do to reduce the fee impact for development would help buffer the pain of the state mandated fees.

### **PUBLIC COMMENT** *(Regular Session)*

Dave Matthews

- Commented on the lack of decorations in the Council Chambers
  - Peggy Breeden – Kathy Armstrong does the decorations out of her own pocket and good will. She is having vision problems and so we thanked her and excused her from decorating this year.

Sophia Merck

- DRECP just closed the protest on Monday and hope the Council all got their letters in.
- Tomorrow night at 6:00 p.m. at City Hall, will be a WEMO meeting and their comment period ends in January.
- Thanked the Council for all they do and encouraged Council to attend the WEMO meeting.

Mike Neel

- Questioned scheduled hearing for the Dale Howard item this Friday to discuss the legal fee recovery. City is still pursuing this and did not ask the receiver to back off. Commented on additional costs being added.
- This is the holiday where we celebrate the child who died to save mankind. Spoke on salvation and Christmas being a religious holiday. Encouraged everyone to remember this and to worship.

### **COUNCIL ANNOUNCEMENTS**

Jim Sanders

- Merry Christmas

Lori Acton

- Merry Christmas

Mike Mower

- Merry Christmas

Eddie Thomas

- Will be celebrating Martin Luther King Jr. day soon

Peggy Breeden

- Kern COG presentation regarding 3 projects in the City
- Annual regional awards in Bakersfield and one was given to Ridgecrest Blvd Project and Transportation Project, Jim Gregory and Jim Suever also received awards.

## CONSENT CALENDAR

- 3. Adopt A Resolution Authorizing The City Manager To Sign The Notice Of Completion On The Cycle Five Highway Safety Improvement Program (HSIP) Traffic Signal Modification At Seven Intersection Projects, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention In The Amount Of Seven Thousand Six Hundred Nine Dollars And Thirty-Eight Cents (\$7,609.38), After Recordation Of The Notice Of Completion** Speer
- 4. Adopt A Resolution Accepting The Donation Of R1 Single Family Real Property To The City – Located At 209 S. Gold Canyon Street. Property APN 080-141-03-00-1** Parsons
- 5. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Meeting Dated December 2, 2015** Ford

Items Pulled From Consent Calendar

- Item No. 4

*Motion To Approve Consent Calendar Item Nos. 3, & 5 Made By Council Member Thomas, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent*

### Item No. 4 Discussion

Gary Parsons

- Presented staff report

Item No. 4 Discussion (continued)

Jim Sanders

- Asked about potential liability.
  - Gary Parsons – property has never been developed and is clear of debris.

Peggy Breeden

- Questioned if the City is bound by the staff recommendation
  - Gary Parsons – no restrictions to the property.

Dave Matthews

- Questioned sewer connections
  - Gary Parsons – property would require connection. Lines and laterals in the street to the property line.
- Questioned tax deduction if donated to non-profit.
  - Gary Parsons – owner does get the tax deduction if donating to the City, no deduction if donated to a non-profit.
- Not in favor of being a middle-man. Suggested City sell and add proceeds to street paving funds to improve that block of streets where the land is located.

*Motion To Approve Consent Calendar Item No. 4 Made By Council Member Mower, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent*

**DISCUSSION AND OTHER ACTION ITEMS**

**6. Presentation and Discussion of Quad State Participation**

**Staheli**

Tyrell Staheli

- Presented Staff Report and introduced Gerald Hillier, Executive Director of Quad State Local Government Authority

Peggy Breeden

- Commented on discussion with Steven Morgan pertaining to this agency. Benefits of open land and having public access to use the land and therefore spend dollars locally.

### Gerald Hillier

- Reviewed the locality of the Quad State Local Government Authority and participation. Ridgecrest is the only Associate member and fully participates in the board meetings and activities.
- Primary organization was in association with the Desert Tortoise with development of a recovery plan. After long-term negotiation with wildlife organizations, developed a new recovery plan in 2011 which organized citizen and professional groups across the range who recommend measures to conserve the tortoise. Local governments have seats on each of the 8 teams.
- Kern County has participant on one of the teams and there is continuing dialogue with Steve Morgan. Ricca Charlon contacted the agency last year to identify new appointments from Ridgecrest.
- Steve Morgan has requested he be allowed to continue as a representative providing he has access to the Council.
- Spoke on continued program enhancements in cooperation with Fish and Wildlife.
- Reviewed membership affiliations throughout the region including Desert Management group. Mr. Hillier attends meetings and provides feedback to the authority board of directors.
- Current issue is that BLM did the desert renewable energy conservation plan and in this part of the Mojave Desert is the WEMO plan which was adopted in 2006 and immediately litigated. Quad State intervened and the courts sustained our issues. Development is contained to no more than 1% within the Desert Tortoise terrain. BLM was required to redo their route designation and was nearing completion until September when they flip-flopped. Reviewed the changes by BLM which now has lowered the development caps. This is a significant change and the new development cap will cover the base line and will assess disturbance that has already occurred which will limit vehicle traffic routes. This is a major effort to undertake next year to prevent this from happening. Tomorrow night's meeting is critical for submitting protests.
- Arranging meetings with the State directors to discuss these issues.
- Authority has been assisting with protection other cities plans in Kern County and is actively engaged in protecting the desert regions with regard to climate management projects. Closely monitoring activities in this area.
- This is constant collaboration between the City and State agencies to bring information back to the Council regarding broad variety of impacts to public lands that directly affect community members who use the public lands.
- Encouraged City of Ridgecrest to continue to participate and work with the authority to actively pursue other Cities to join the authority.

Peggy Breeden

- Mr. Sanders has requested to not be reappointed should we continue and Steve Morgan is very anxious to act as our representative. Commented on Mr. Morgan's statements. Questioned Mr. Mower as the alternate if he would be interested in participating as our primary representative.
- Gerald Hillier – because the seat on our board is non-voting, if the representative is agreeable to the City then the bi-laws will accommodate the representative. Our bi-laws require that a voting member of the board be an elected official but as a non-voting representative it is possible. The elected official can be named as the representative and then defer the attendance to a delegate.

Jim Sanders

- Very impressed with the agency and wanted to be involved however scheduling conflicts prohibited attendance at the meetings. Encouraged continued participation.

Mike Mower

- Questioned Ridgecrest as the only Associate Member.
  - Gerald Hillier – made presentation to California City but have not actively pursued other cities for membership. Think this would be of value to the cities and the authority. We communicate about a lot of issues that State associations do not talk about. If other cities have an interest we would be very interested in adding them as associates.
- Questioned meeting location.
  - Have used several locations and the most central location within the agency is the club house at Primm Valley Golf Course and has proven to be more satisfactory than Baker as a meeting location. Between Bakersfield and St. George Utah was too far to drive and this is centrally located, we have also reduced the number of meetings to one or two per year.
- Questioned Arizona Counties
  - Mojave and La Paz Counties. Currently updating our membership directory.
- No problem with Steve's participation but would still like to be involved.
  - Gerald Hillier – if Council would name Mr. Mower as principal and Steve Morgan as an alternate then will communicate with both gentleman.
- Willing to do this.

Lori Acton

- Steve is willing to provide quarterly reports and annual presentation so if Mr. Mower is willing to take this on and rely on Steve as needed then believe this would be beneficial for the City.

Lori Acton *(continued)*

- Questioned the BLM seats which used to be two.
  - Gerald Hillier – currently have 7 appointments overdue and assume one of these is the second BLM seat. Not privy to the appointment process for BLM. Currently have Ray Castillo but do not know who has come in as the second member. There are issues with coordination at the state level.
- Thanked Mr. Hillier and Quad State for all they do for us.

Gerald Hillier

- Associate Member dues are \$1000 per year which is ½ of the County cost. Counties are set at a flat fee of \$2000 per year. above 50,000 population there is a formula which includes County acreage and Desert Tortoise habitat. San Bernardino County pays the largest portion.

### Public Comment

Sophia Merck

- This organization is truly remarkable in what it achieves. This is a cost saving to spend the \$1000 because you get so much benefit and legal representation. The news about Steve Morgan is wonderful.

Dave Matthews

- Heard Kern County dropped out. Former supervisor helped form this agency and thanked him.
- 20 years ago, retired and was trying to keep government contractors in line. Wanted to go out and do off-roading but some of the places he wanted to go were off limits because BLM had snuck in a wilderness area.
- Need to be involved with this agency because they are a protective agency for local government. For \$1000 per year we are getting a good deal.

*Minute Motion To Approve Continued Participation In Quad State Local Government Authority And Authorize Payment Of The Annual Membership Made By Council Member Mower, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent*

## **7. Presentation Of The October Financial Report**

**Staheli**

Tyrell Staheli

- Presented Staff Report and PowerPoint presentation.

Jim Sanders

- Thanked Tyrell for getting the information to Council in advance in a form that was understandable.

## Public Comment

### Stan Rajtora

- Checked the City website to see the City budget and was dismayed that the budget is not available for the public. Requested this be put on the website.
- Commented on other funds – wastewater expenditures. Original budget was more like \$3 million and is now showing \$7 million.
  - Tyrell Staheli – the budget approved is a snapshot and is constantly evolving. In this particular case it is an encumbrance for a study that rolled from last year. These are accounted for in the year end numbers.
- Commented on the 2010 contract but has no idea where the difference of \$3 million up to \$7 million came from.
  - Dennis Speer – commented on the preparation for the expansion and repairs to system.
- Would appreciate the City providing a line item listing of where these numbers came from and what the numbers are so we can understand. Are these contracts let from the past?
  - Tyrell Staheli – could be but do not have that information available tonight, will have to review.
- Requested a line item budget of encumbrances. Each year there should have been dollars authorized and they are adding up if they have not been spent. Would be nice to know what the line item obligations are so we can know where that money is going.
- Commented on Navy process for spending money. If not spent within 2 years had to go back and have it reauthorized.
  - Dennis Speer – contract is over 7 million dollars. These expenditures are for the contract let for the improvements to the plant and studies.
  - Mike Mower – think the budget being put on the website may have been an oversight due to changes in staffing.

### Mike Neel

- Question on year to date revenue. Which of the line items does Measure 'L' fall into and what amounts would be represented.
  - Tyrell Staheli – falls under Sales and Use Tax, did not break down all the individual taxes, this is an overview.
- Suggested providing the breakdown for future reports.
- Requested year to date department budgets reflect which line items are receiving the funds from Measure 'L' and how much they each receive. Stated this would be a good mechanism to show Measure 'L' funds
  - Peggy Breeden – would be in favor of showing the information but cautioned this is a snapshot of funds and some funds are expended at different times as paving projects have seasons.
- Commented on not spending the \$1.5 million per year for maintaining streets.
  - Tyrell Staheli – transfers are spent thru the Gas Tax Fund.
- Commented on residential streets not being maintained.

Dave Matthews

- Asked about an article in the Daily Independent which listed all the projects Measure 'L' funds are being expended on.

Lori Acton

- Thanked Tyrell and have no problem putting the numbers into the report so long as people remember not all the money is spent as it is received.
- Want to be transparent and accommodating but do not want to get mired down in details. Appreciate the monthly snapshot.

Jim Sanders

- Comfortable with this level of detail. Want this to be a quick health check of the budget. Save the in-depth details for budget hearings.

Peggy Breeden

- Agree with these statements. Measure 'L' committee will cover that level of detail in their annual report. Do believe we can separate the Measure 'L' numbers without having a full project listing.

## ORDINANCES

**8. Second Reading And Adoption Of Ordinance No. 15-04, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Medical Marijuana Cultivation Facilities**

**Strand**

Ron Strand

- Presented Staff Report
- No council comments or questions presented
- No public comments or questions presented

*A. Motion To Waive Reading In Full And To Adopt By Title Only, Ordinance No. 15-04, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Medical Marijuana Cultivation Facilities Made By Council Member Thomas, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent*

Item No. 8 *(continued)*

*B. Motion To Adopt By Title Only, Ordinance No. 15-04, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Medical Marijuana Cultivation Facilities Made By Council Member Acton, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent*

## OTHER DISCUSSION AND ACTION ITEMS

**9. Discussion Of The Kern County Council Recommendation To Form A Joint Powers Authority For The Purpose Of Establishing The Indian Wells Valley Groundwater Sustainability Agency** Breeden

Peggy Breeden

- Presented Staff Report

Michael Silander

- City Attorney has reviewed the issue and recommendation from City Attorney in support of a Joint Power Authority.

### Public Comment

Elaine Meade

- Commented on CIGMA and all stakeholders having representation on the GSA.
- Spoke in favor of a Joint Powers Authority recommendation.

Dave Matthews

- Agreed with Mrs. Meade statement
- Questioned attorney on the difference between a Memorandum of Agreement and Memorandum of Understanding
  - Michael Silander – responded.
- If you have a Joint Powers Authority you are establishing a layer of authority. Not really solving the problem. Need to be flexible enough to solve the problem rather than being bogged down with legal issues. Nobody has addressed the problem with finding other sources of water.
  - Peggy Breeden – this is not developing the plan or process, only establishing how we are going to do it. You are mistaken to say that no one is discussing it, the sooner we get passed this, the sooner we can begin establishing the plan.

Mike Neel

- Pointed out things the GSA would have power to do including regulating water use. Talking about going forward with the formation of a governmental entity.
- Recommended the letter address how members are going to be put in place and if going to be a governmental agency they will do all the things other governmental agencies can do.
- Response should also say this agency is made up of elected representatives and suggest who gets how many representatives.
- There could be more litigation over this issue. Need to think about what might be said to the effect that the board members are elected.

Sophia Merck

- Commented on letter written regarding environmental issues and agency has been watching the water issue closely because of the impact on the land.
- Believes the GSA needs to be established and by Joint Powers Authority.
- Makeup needs to be diversified and include all municipalities that use the water in the valley including Searles Valley.
- Encouraged Council to approve a Joint Powers Authority and prevent the water being governed by the State.
- Submitted letter to the City Clerk for inclusion in the minutes (attachment A)

Lynn Loscar

- Asked Council for example of the flexibility afforded by JPA and not by MOA
- Not comfortable private well owners will not be represented.
- Concerned about representation about taxing.
  - Peggy Breeden – these issues have not been decided; this is the best way to give everybody the opportunity to be a part of the decisions.
  - Jim Sanders –private well owners would be represented by their elected officials who are serving on the JPA.
  - Peggy Breeden – listed the various agencies who would be a part of the JPA

Speaker

- Suggested the City Attorney provide the acre per foot definition. It is up to the GSA to decide the 2 acre per foot rule about meters or taxation.
  - Peggy Breeden – the legislation says 2 acre feet, will clarify.

*Minute Motion To Approve A Letter In Favor Of A Joint Power Authority For The Purpose Of Establishing The Indian Wells Valley Groundwater Sustainability Agency To The County Of Kern Made By Council Member Mower, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.*

## COMMITTEE REPORTS

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

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

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

- No Report

### **Infrastructure Committee**

Members: Jim Sanders; Mike Mower  
Meeting: 3<sup>rd</sup> Thursday each month at 5:00 p.m. as needed  
Location: Council Conference Room B

- Meeting tomorrow

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

Members: Jim Sanders; Peggy Breeden  
Meeting: 1<sup>st</sup> Monday each month at 5:00 p.m. as needed  
Location: Conference Room B

- Next meeting January 25, 4<sup>th</sup> Thursday due to the holiday

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

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

- No report

### ❖ **Ad Hoc Youth Advisory Council**

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

- Dark till 2016

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

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

- Dark till 2016

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

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

- Dark till January.

**OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

Lori Acton

- DRECP and WEMO coming
- Attended BLM roundtable and submitted a protest. Final version of the ERIS differed from the draft. Not enough time to review final version
- Final version took 77% of trails away
- Disputes between DRECP and WEMO, the more restrictive rule will apply.
- Will type of a full report and provide for website.
- WEMO meeting tomorrow will only accept written comments.

Peggy Breeden

- League of California Cities meeting established 3 new goals: housing affordability for all ranges; funding for critical travel and water authority; and updating local government in responding to growth of economic development issues (point-of-sale sales tax for internet purchases)

**CITY MANAGER REPORT**

Dennis Speer

- Kern COG Awards
- Cancellation of January 6 meeting.

**MAYOR AND COUNCIL COMMENTS**

Mike Mower

- Merry Christmas and see everyone next year

Eddie Thomas

- Happy Holidays

Lori Acton

- Merry Christmas and thank you to all the staff, enjoy the holidays and get some R&R

Jim Sanders

- Wished everyone Merry Christmas

Peggy Breeden

- Requested Justin O’Neill contract on next agenda to report to Council and get direction.
- Asked City Clerk to list all meetings attended by Council so we can get reports.
- Asked for report on audits of businesses that received grant money from the City.
- Asked about assessment district (DR Horton) report and concerned about liability for RidgeProject volunteers.
- Asked about assessment district for City Business Park, would like to follow up on this.
  - Dennis Speer – originally stopped because the district is paid by the owners and the City owned the property so entire group should be paying.
- Merry Christmas and Happy New Year. Sincere thanks to staff for all they do to make our lives easier.

**ADJOURNMENT at 8:46 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:**  
NOVEMBER FINANCIAL REPORT

**PRESENTED BY:**

Tyrell Staheli, Finance Director

**BACKGROUND:**

Staff will present an overview of the November fiscal-year-to-date financials.

This is an informational item only

**FISCAL IMPACT:** 0

Reviewed by Finance Director

**ACTION REQUESTED:**

N/A

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Tyrell Staheli Finance Director

Action Date: 1/20/2016

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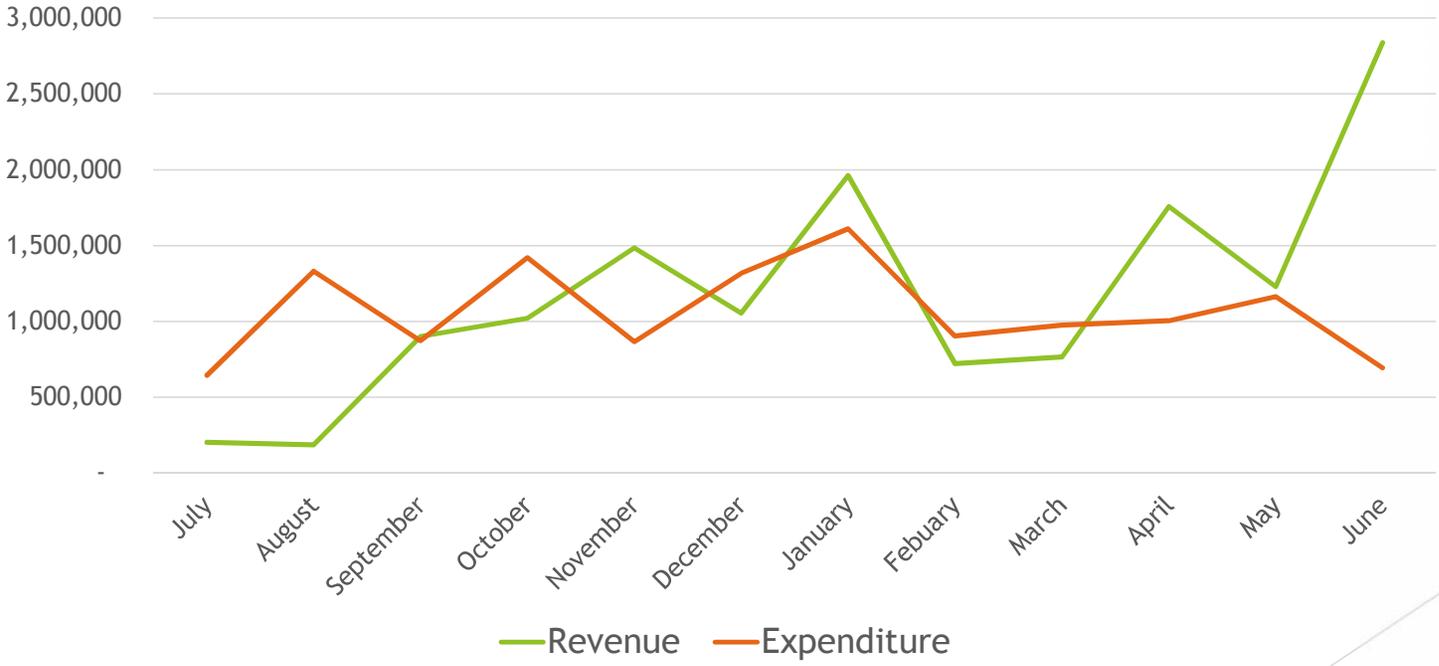
# November Financial Report

City of Ridgecrest

# Summary

- ▶ General Fund YTD Revenue
- ▶ General Fund YTD Department Budgets
- ▶ General Fund Cash-Flow
- ▶ Other Funds

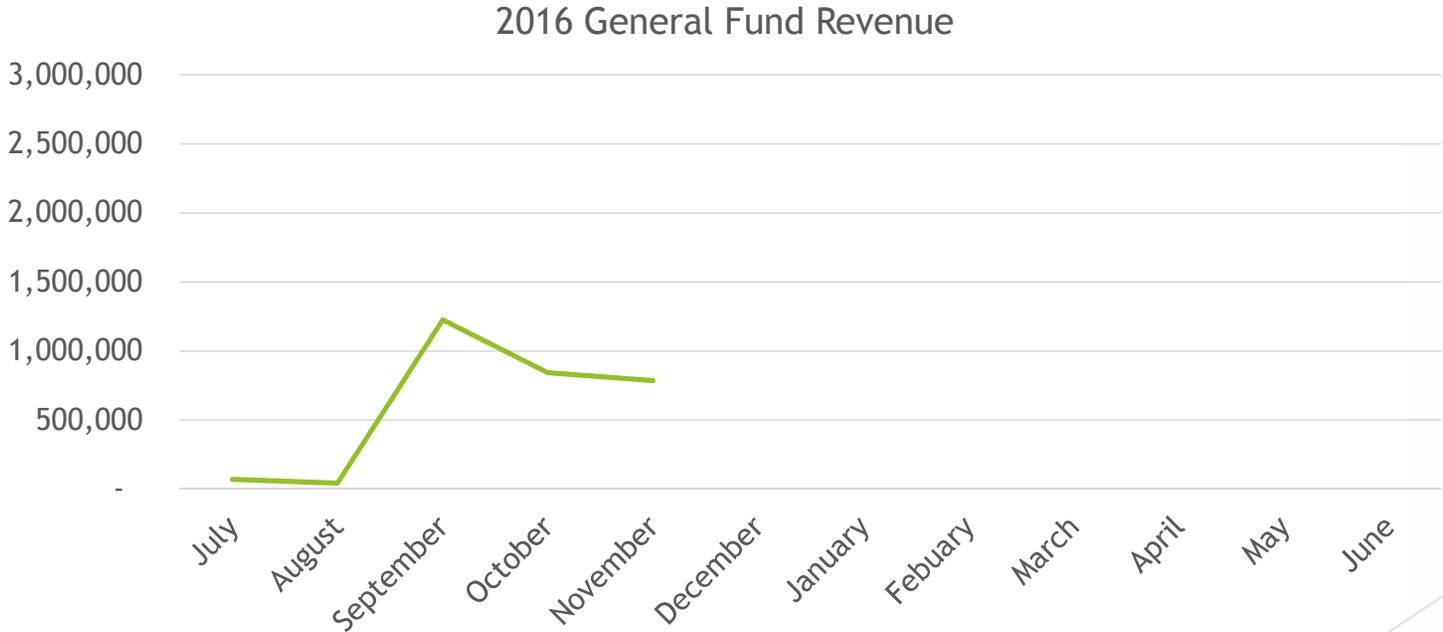
# General Fund



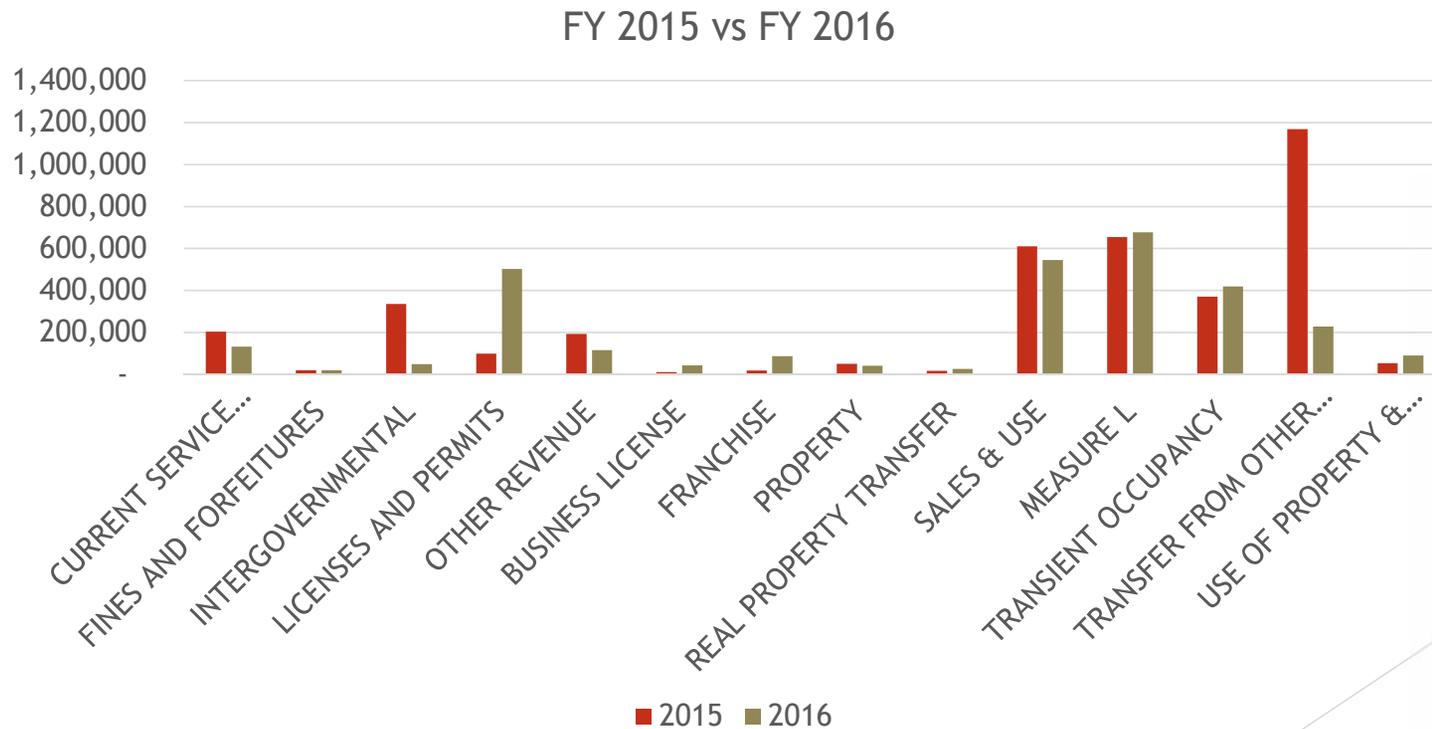
# Year-to-Date Revenue

Revenue Type	FY 2014-2015			FY 2015-2016		
	Budget	Actual	%	Budget	Actual	%
CURRENT SERVICE CHARGES	514,381	203,754	40%	443,930	130,984	30%
FINES AND FORFEITURES	66,300	19,705	30%	59,300	19,276	33%
INTERGOVERNMENTAL	807,217	335,035	42%	556,091	47,996	9%
LICENSES AND PERMITS	168,300	97,832	58%	759,803	501,506	66%
OTHER REVENUE	247,900	192,534	78%	298,200	114,542	38%
BUSINESS LICENSE	136,000	10,598	8%	160,000	42,475	27%
FRANCHISE	704,692	17,662	3%	689,500	86,225	13%
PROPERTY	2,146,692	49,977	2%	1,562,000	40,283	3%
REAL PROPERTY TRANSFER	40,865	15,668	38%	47,000	25,473	54%
SALES & USE	3,269,782	609,949	19%	3,175,000	544,265	17%
MEASURE L	2,500,000	653,014	26%	2,600,000	676,499	26%
TRANSIENT OCCUPANCY	1,140,000	370,258	32%	1,280,000	419,244	33%
TRANSFER FROM OTHER FUNDS	2,116,543	1,168,816	55%	1,838,500	227,794	12%
USE OF PROPERTY & MONEY	203,030	52,415	26%	314,046	89,389	28%
	14,061,702	3,797,217	27%	13,783,370	2,965,951	22%

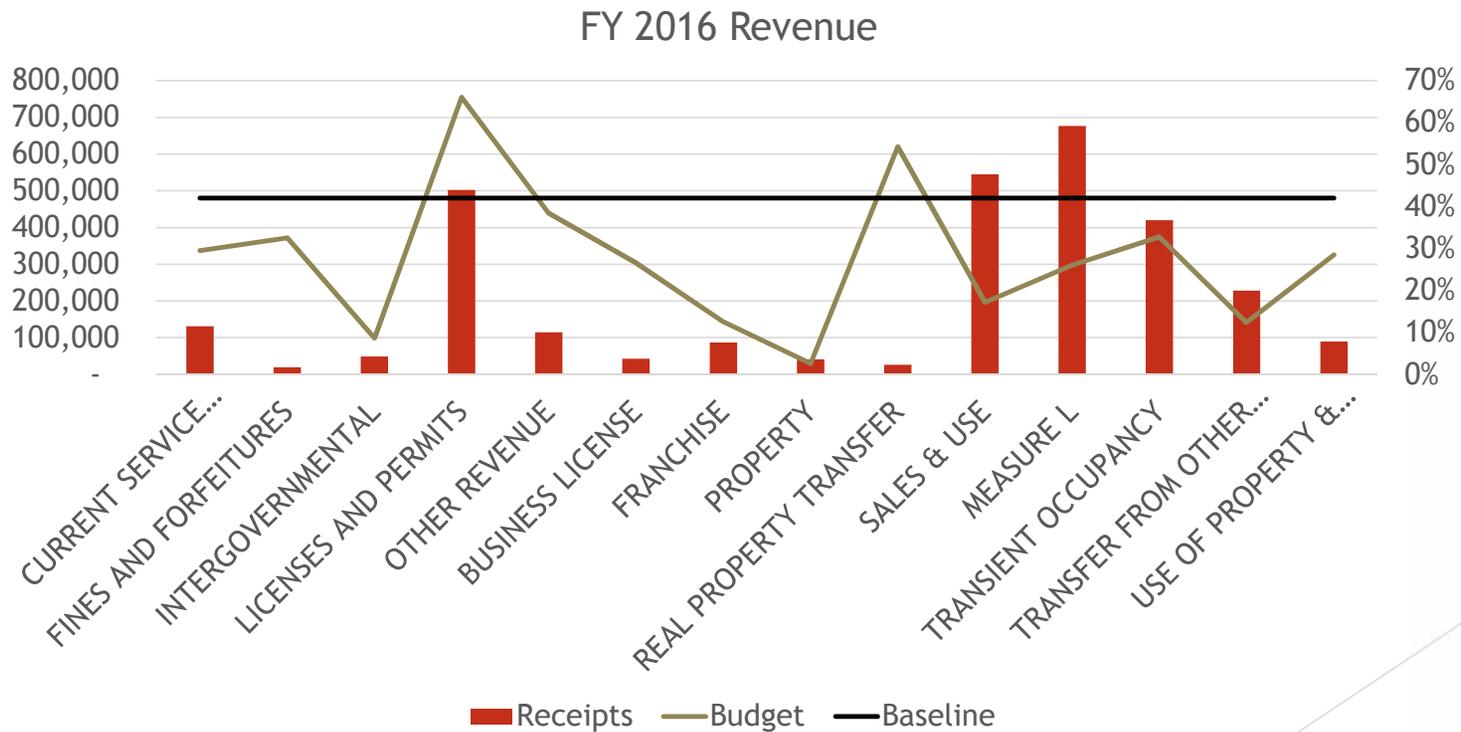
# General Fund Revenue



# Year-to-Date Revenue



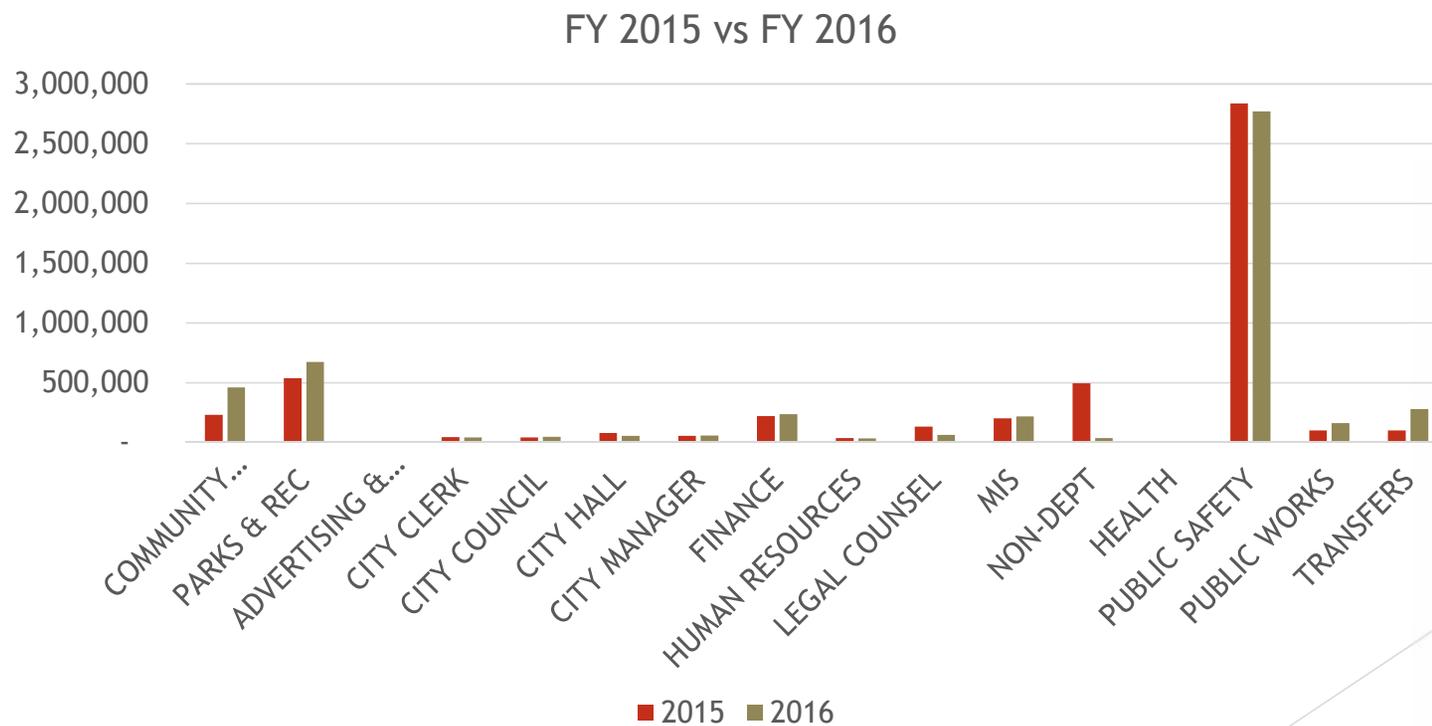
# Year-to-Date Revenue



# Year-to-Date Department Budgets

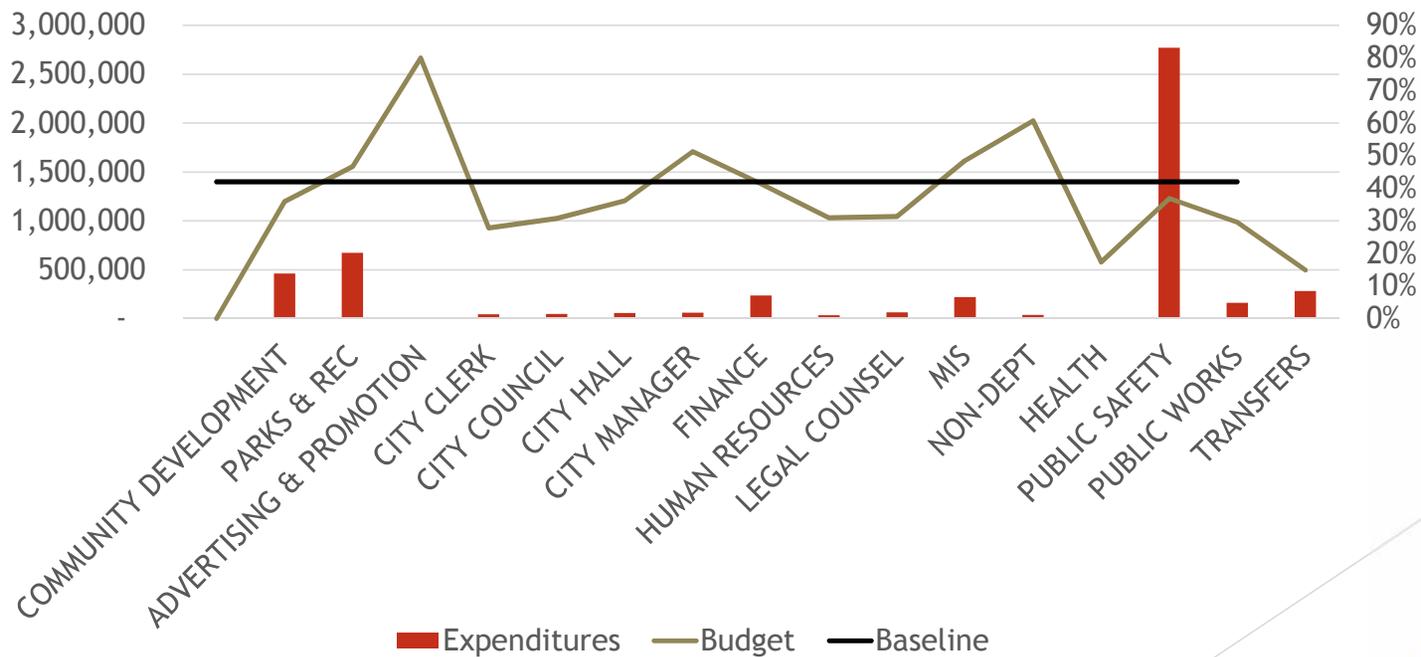
Department Name	FY 2014-2015			FY 2015-2016		
	Budget	Actual	%	Budget	Actual	%
COMMUNITY DEVELOPMENT	658,313	231,313	35%	1,282,474	460,048	36%
PARKS & REC	1,286,059	538,863	42%	1,442,383	672,726	47%
ADVERTISING & PROMOTION	10,000	10,000	100%	10,000	8,000	80%
CITY CLERK	145,032	45,468	31%	151,999	42,184	28%
CITY COUNCIL	134,630	42,801	32%	153,771	47,200	31%
CITY HALL	243,603	78,485	32%	153,390	55,483	36%
CITY MANAGER	126,816	56,113	44%	115,068	58,983	51%
FINANCE	589,592	221,152	38%	568,999	235,213	41%
HUMAN RESOURCES	139,608	37,295	27%	112,456	34,814	31%
LEGAL COUNSEL	150,000	133,684	89%	200,000	62,632	31%
MIS	469,497	202,620	43%	449,870	218,084	48%
NON-DEPT	541,703	494,014	91%	59,885	36,385	61%
HEALTH	68,140	7,591	11%	51,817	9,002	17%
PUBLIC SAFETY	7,547,499	2,835,972	38%	7,516,546	2,769,789	37%
PUBLIC WORKS	385,209	100,590	26%	546,565	161,585	30%
TRANSFERS	1,405,194	101,675	7%	1,873,907	279,925	15%
	13,900,895	5,137,636	37%	14,689,130	5,152,053	35%

# Year-to-Date Department Budgets



# Year-to-Date Department Budgets

FY 2016 Expenditures



## General Fund YTD - Cash Flow

Beginning Balance		1,632,350
Operations Inflow	4,516,206	
Operations Outflow	<u>5,304,308</u>	
Operations Net Cash		-788,101
Net Cash Other Activities		<u>56,189</u>
Ending Balance		900,438

## Other Funds

Fund Name	REVENUE			EXPENDITURES		
	Budget	YTD		Budget	YTD	
<b>GAS TAX</b>	4,095,200	451,291	11%	3,470,044	562,229	16%
<b>TRANSIT</b>	2,784,762	47,456	2%	1,888,995	384,576	20%
<b>WASTEWATER</b>	3,416,800	745,264	22%	7,253,674	877,341	12%
<b>SELF-INSURANCE</b>	1,045,000	350,613	34%	1,381,053	691,943	50%
<b>FLEET</b>	482,800	165,082	34%	623,460	160,598	26%
<b>GRANT OPERATIONS</b>	770,806	30,153	4%	820,227	-	0%

Questions?



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

**SUBJECT:**

Appointment to the Measure 'L' Citizens Advisory Committee

**PRESENTED BY:**

Rachel J. Ford – City Clerk

**SUMMARY:**

Measure 'L', a ¾ cent sales tax increase, was approved by voters on June 5, 2012. When the item was placed on the ballot, the City Council opted to create an advisory body to focus specifically on the corresponding revenues as a safeguard to ensure the appropriate expenditures of the funds. The ordinance specifies term limits for committee members. An excerpt from the ordinance reads as follows:

**Sec. 3-2.115. Terms of Office.**

- (a) Of the members of the committee first appointed, two shall be appointed for terms of one year, two shall be appointed for terms of two years, and one shall be appointed for a term of three years. Succeeding members shall be appointed for terms of four years. The secretary's term shall be designated by the City Manager. All members shall serve until a successor is appointed and qualified.

The following vacancy needs appointment to the Measure 'L' Committee to complete the original terms:

1. Replacement for George 'Andy' Anderson (Resigned) – Term expires July 2017

Council will submit a nomination for this vacancy.

**FISCAL IMPACT:**

No Fiscal Impact

Reviewed by Finance Director

**ACTION REQUESTED:**

Staff recommends the City Council select a member to serve on the Measure 'L' Citizens Advisory Committee for the balance of the 4 year term.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested: Staff recommends the City Council select a member to serve on the Measure 'L' Advisory Committee for the balance of the 4 year term

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

**SUBJECT:**

Discussion of appointment to various Council Committees, Boards, and Commissions

**PRESENTED BY:**

Peggy Breeden – Mayor

**SUMMARY:**

At the regular meeting of Council held on December 17, 2014, appointments were made to various Council Committees, Boards, and Commissions.

Mayor Breeden has requested this item to discuss the current appointments and revise appointments as needed.

**FISCAL IMPACT:**

No fiscal impact.

Reviewed by Finance Director

**ACTION REQUESTED:**

Discussion and possible appointment revisions to various Council committees, boards, and commissions.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: January 20, 2016

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<b>Commissions, Board, &amp; Committees</b>	<b>Member</b>	<b>Member</b>	<b>Member</b>	<b>Member</b>	<b>Member</b>
<b>Planning Commission</b> (Each Council Member nominates a commissioner)	Soloman Rajaratnam (Peggy Breeden)	Scott Davis (Jim Sanders)	Matthew Baudhein (Lori Acton)	Cecil Yates (Eddie Thomas)	Warren Cox (Mike Mower)
<b>Personnel Commission</b> (Each Council Member nominates a commissioner)	Janis Bottoroff (Peggy Breeden)	Ryan Hunter (Jim Sanders)	Jerry Taylor (Lori Acton)	Christina Witt (Eddie Thomas)	Mike Avery (Mike Mower)
<b>Construction Appeals Board</b> (Each Council Member nominates a commissioner)	Mike Ferguson (Peggy Breeden)	Ryan Hunter (Jim Sanders)	Jerry Taylor (Lori Acton)	Robert Obergfell (Eddie Thomas)	Russell Hearst (Mike Mower)
<b>Handicap Access Appeals Board</b> (Municipal Code requires 2 members be physically handicapped, 2 members experienced in construction, and 1 member be a public member)	Jinny DeAngelis - DART (Peggy Breeden) public member	Russell Hearst (Jim Sanders) construction member	Tami Miller (Lori Acton) handicap member	Gary Maxwell (Eddie Thomas) handicap member	Bill Freund (Mike Mower)
<b>Activate Community Talents and Interventions For Optimal Neighborhoods Task Force (ACTION)</b> (2 Council Appointments & 2 Planning Commission Appointments)	Eddie Thomas	Lori Acton			
<b>Ridgecrest Area Convention &amp; Visitors Bureau (RACVB)</b> (2 Council Appointments)	Eddie Thomas	Lori Acton (Alternate)			
<b>Veterans Advisory Committee</b> (1 Council Appointment & 1 Alternate)	Geralyn Haradon	Alternates Peggy Breeden, Mike Mower, Eddie Thomas			
<b>Kern Council of Governments (KernCOG)</b> (1 Council Appointment & 1 Alternate)	Peggy Breeden	Jim Sanders (Alternate)			
<b>Navy Community Council</b> (Mayor + 1 Council Appointment)	Peggy Breeden	Lori Acton			
<b>IWV Groundwater</b>	Jim Sanders	Peggy Breeden			
<b>Water Conservation AdHoc Committee</b>	Jim Sanders	Peggy Breeden			
<b>Youth Advisory Council</b>	Eddie Thomas				
<b>Civilian &amp; Military Affairs</b>	Peggy Breeden	Lori Acton			
<b>East Kern County Air Pollution Control Board</b>	Peggy Breeden				
<b>Senior Advisory Council tie to quality of life</b>					
<b>Arts Council tie quality of life</b>					
<b>Quad State Local Governments Authority</b>	Jim Sanders	Mike Mower			
<b>League of California Cities</b>	Peggy Breeden	Jim Sanders (1st Alternate)	Eddie Thomas (2nd Alternate)		
<b>Disaster Council</b> (appointments set by Municipal Code)	Mayor/Chair	City Manager/Director of Emergency Services	Chief of Police/Asst. Director of Emergency Services	Other Emergency Service Personnel as appointed by the Director of Emergency Services to fulfill critical functions	
<b>Round Table/BLM</b>	Lori Acton				
<b>Energy Conservation Plan (DRECP)</b>	Lori Acton				
<b>Infrastructure Committee</b>	Jim Sanders	Mike Mower	Matthew Baudhein	Warren Cox	
<b>City Organization and Services</b>	Lori Acton	Mike Mower	Soloman Rajaratnam	Cecil Yates	
<b>Parks, Recreation, Quality of Life (includes Senior Advisory Council and Arts Council)</b>	Eddie Thomas	Lori Acton	Matthew Baudhein	Scott Davis	

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

**SUBJECT:**

Review and Discussion Of The Proposed Draft Joint Powers Authority Agreement For The Indian Wells Valley Groundwater Sustainability Agency

**PRESENTED BY:**

Peggy Breeden – Mayor

**SUMMARY:**

At the Regular Council meeting of December 16, 2015, Council discussed options regarding the formation of the Groundwater Sustainability Agency and agreed that a Joint Powers Authority was the most acceptable method.

County of Kern has provided a draft Joint Powers Authority agreement to be reviewed by participating agencies.

This item is for review and discussion of a draft Joint Powers Authority agreement for the Groundwater Sustainability Agency.

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Review, Discussion and Revision of the draft Joint Powers Authority agreement for the Groundwater Sustainability Agency.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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# **JOINT POWERS AGREEMENT**

creating the

# **INDIAN WELLS VALLEY GROUNDWATER AUTHORITY**

Draft December 15, 2015

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# INDIAN WELLS VALLEY GROUNDWATER AUTHORITY

## JOINT POWERS AGREEMENT

**THIS JOINT POWERS AGREEMENT** (“**Agreement**”) forming the Indian Wells Valley Groundwater Authority (“**Authority**”) is made and entered into as of February \_\_, 2016 (“**Effective Date**”), by and among the public agencies listed on the attached Exhibit “A” and the Naval Air Weapons Station China Lake (collectively “**Members**” and individually “**Member**”) for the purpose of achieving groundwater sustainability in the Indian Wells Valley Groundwater Basin.

### RECITALS

**WHEREAS**, the comprehensive groundwater legislation collectively enacted and referred to as the “Sustainable Groundwater Management Act” (“**SGMA**”) became effective on January 1, 2015.

**WHEREAS**, the stated purpose of SGMA, as set forth in California Water Code Section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority and technical and financial assistance necessary to sustainably manage groundwater.

**WHEREAS**, SGMA further provides for and anticipates that the local groundwater agencies overlying a basin will form Groundwater Sustainable Agencies (“**GSAs**”) for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans (“**GSPs**”) for the basin.

**WHEREAS**, each of the Members overlie a portion of the Indian Wells Valley Groundwater Basin (“**Basin**”) which is designated basin number 6-54 in Department of Water Resources (“**DWR**”) Bulletin No. 118 and which is included on DWR’s list of critically overdrafted basins.

**WHEREAS**, SGMA requires that the Basin have a designated GSA by no later than June 30, 2017 and an adopted GSP by no later than January 31, 2020.

**WHEREAS**, the Members are authorized by the Joint Exercise of Powers Act (Chapter 5 of Division 7 of Title 1 of the California Government Code) (“**Act**”) to create the Authority for the purpose of jointly exercising those powers granted by the Act and any additional powers which are common among the Members.

**WHEREAS**, the Members, individually and collectively, have the goal of cost effective sustainable groundwater management that considers the interests and concerns of the Members and the public at large.

## AGREEMENT TERMS

**NOW THEREFORE**, in consideration of the matters recited and the mutual promises, covenants, and conditions herein set forth, the Members hereby agree as follows:

### Article I: Definitions

#### Section 1.01 – Definitions.

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) “Act” shall mean the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.

(b) “Authority” shall mean the Indian Wells Valley Groundwater Authority, which is a separate entity created by this Agreement pursuant to the provisions of Government Code section 6500 *et seq.*

(c) “Basin” shall mean the Indian Wells Valley Groundwater Basin which is designated basin number 6-54 in DWR’s Bulletin No. 118 and as its boundaries may be modified from time to time through the procedures described in California Water Code Section 10722.2.

(d) “Board of Directors” or “Board” shall mean the governing body of the Authority as established by Section 6.01 of this Agreement.

(e) “Bylaws” shall mean the bylaws, if any, adopted by the Board of Directors pursuant to Section 8.3 of this Agreement to govern the day-to-day operations of the Authority.

(f) “Director” and “Alternate Director” shall mean a director or alternate director appointed by a Member pursuant to Section 6.2 of this Agreement.

(g) “Fiscal Year” shall mean that period of 12 months established as the Fiscal Year of the Authority pursuant to Section 9.02 of this Agreement.

(h) “Member” or “Members” shall mean the eligible agencies and entities which have executed this Agreement, including any new Members which may subsequently join this Agreement with the authorization of the Board, pursuant to Section 5.02 of this Agreement.

(i) “Regular Monthly Receivables” shall mean those costs and bills of the Authority which are routine in nature and which have not been objected to by any Director.

(j) “Special Activities” shall mean activities that are consistent with the purpose of this Agreement, but which are undertaken by fewer than all the parties in the name of the Authority pursuant to Section 10.1 of this Agreement.

## **Article II: Authority Creation**

### **Section 2.01 – Creation of the Authority.**

The Indian Wells Valley Groundwater Authority (“Authority”) is hereby created by the Members pursuant to the provisions of the Joint Exercise of Powers Act. The Authority shall be, to the extent provided by law, a public entity separate from the Members of this Agreement.

### **Section 2.02 – Purpose of the Authority.**

The purpose of this Agreement, and the creation of the Authority, is to provide for the joint exercise of powers common to the Members for the purpose of cooperatively carrying out the requirements of SGMA, including serving as the GSA for the Basin and developing, adopting and implementing a GSP which achieves groundwater sustainability.

## **Article III: Term**

### **Section 3.01 – Term.**

This Agreement shall become effective on the Effective Date provided that each of the Members has executed this Agreement by said date. The Agreement shall remain in effect until terminated by the unanimous written consent of all then active Members; provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the Authority that was previously approved by the Board.

## **Article IV: Powers**

### **Section 4.01 – Powers.**

The Authority shall possess the ability to exercise those powers specifically granted it by the Act. Additionally, the Authority shall possess the ability to exercise the common powers of its Members related to the purposes of the Authority, including and limited to the following:

- 4.01.1 To designate itself the GSA for the Basin pursuant to SGMA.
- 4.01.2 To develop, adopt and implement a GSP for the Basin pursuant to SGMA.
- 4.01.3 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority and the adoption and implementation of the GSP.
- 4.01.4 To employ, designate, or otherwise contract for the services needed to fulfill the purpose of the Authority.
- 4.01.5 To collect and monitor all data related and beneficial to the development, adoption and implementation of the GSP for the Basin

- 4.01.6 To incur debts, liabilities or obligations and other indebtedness in its own name.
- 4.01.7 To levy assessments charges and fees as provided in SGMA.
- 4.01.8 To regulate and monitor groundwater extractions as permitted by SGMA.
- 4.01.9 To establish and administer water banking programs for the benefit of the Members.
- 4.01.10 To establish and administer water recycling, recapturing or purifying programs for the benefit of the Members.
- 4.01.11 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of an Authority.
- 4.01.12 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Authority.
- 4.01.13 To apply for and accept grants, contributions, donations and loans in the Authority's names for the purposes of the Authority.

**Section 4.02 – Exercise of Powers.**

In accordance with California Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the County of Kern.

**Article V: Membership**

**Section 5.01 – Members.**

The Members of the Authority shall be the public agencies listed on the attached Exhibit “A” and the Naval Air Weapons Station China Lake, so long as their Membership has not been withdrawn or terminated pursuant to the provisions Article XI of this Agreement.

**Section 5.02 – New Members.**

The Board may approve new members to the Authority through a \_\_\_ vote of the Directors so long as: 1) the new member is an entity and/or public agency which is qualified to join the Authority under the provisions of SGMA; and, 2) any other conditions that the Board may establish from time to time have been met.

## **Article VI: Directors and Officers**

### **Section 6.01 – Governing Body.**

The Authority shall be governed by a Board of Directors (“Board”) which is hereby established and which shall be composed of one voting seat per Membership.

### **Section 6.02 – Directors and Alternates.**

Each Member shall fill its voting seat on the Board through the appointment of one Director and one Alternate Director. Alternate Directors shall not participate in any discussions or deliberations of the Board and they shall have no voting rights unless the Director is absent. When called upon because of an absence, the Alternate Director shall assume all of the duties of the absent Director. The Directors and Alternate Directors shall continue to serve until their respective successors are appointed by their Member entities.

### **Section 6.03 – Officers of the Board.**

Officers of the Authority’s Board shall consist of a Chairperson, Vice-Chairperson, and Secretary. The Vice-Chairperson shall exercise the powers of the Chairperson if the Chairperson is absent or unable to act. The Secretary shall exercise the powers of the Chairperson if the Chairperson and Vice-Chairperson are both absent and/or unable to act.

### **Section 6.04 – Appointment of Officers.**

The Board shall annually select a Chairperson, Vice-Chairperson, and Secretary from among the Directors. An Officer may serve for multiple consecutive terms and they may be removed and replaced at any time by a simple majority vote of the Board.

## **Article VII: Board Meetings and Actions**

### **Section 7.01 – Initial Meeting.**

The initial meeting of the Board of Directors shall be held at a location overlying the Basin within thirty (30) days of the Effective Date of this Agreement.

### **Section 7.02 – Regular Meeting Schedule.**

The Board of Directors shall establish a regular meeting time and place at the initial meeting of the Board. The regular meeting time and place may be changed at any by a simple majority vote of the Directors provided that the location of the meetings remain at a place overlying the Basin.

### **Section 7.03 – Special Meetings.**

Special meetings of the Board of Directors shall be conducted pursuant to Government Code section 54956 and they may be called by the Chairperson, or by the concurrence of any two Directors.

**Section 7.04 – Committees of the Board.**

The Board of Directors may from time to time establish advisory committees for the purpose of making recommendations to the Board on the various activities of the Authority. The establishment of any committee shall require the affirmative vote of \_\_\_ Directors and the activities of the committee shall be subject to the provisions of the Ralph M. Brown Act (Government Code sections 54950, *et seq.*). Committees shall exist for the term specified in the action creating the committee and the Board may dissolve a committee at any time through a vote of \_\_\_ Directors.

**Section 7.05 – Conduct of Meetings.**

All meetings of the Board of Directors, including special meetings and committee meetings, shall be noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code sections 54950, *et seq.*). The Board may use teleconferencing in connection with any meeting in conformance with, and to the extent authorized by, applicable law.

**Section 7.06 – Quorum.**

A quorum of the Board of Directors shall consist of a simple majority of the Directors. In the absence of a quorum no business may be transacted beyond the adjournment of a meeting by the remaining Directors. A Director shall be deemed present for the determination of a quorum if the Director is present at the meeting in person or if they participate in the meeting telephonically as provided for by Ralph M. Brown Act.

**Section 7.07 – Actions of the Board.**

Aside from the adjournment of meetings, establishment of rules regarding the conduct of meetings and the approval of Regular Monthly Receivables, all of which may be approved by a simple majority vote of the Directors, any action of the Board shall require the affirmative vote \_\_\_ of the entire Board, regardless of whether all of the Directors, or Alternate Directors, are present.

**Article VIII: Operations and Management**

**Section 8.01 – Employees and Management.**

In addition to, or in lieu of, hiring employees, the Authority may engage one or more Members to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities as are set forth in the contract for such Member's services which shall be approved by a \_\_\_ vote of the non-contracting Members.

**Section 8.02 – Principal Office.**

At the initial meeting of Board of Directors, the Board shall establish a principal office for the Authority which shall be located at a place overlying the Basin. The Board may change

the principal office from time to time as the Board sees fit so long as that principal office remains at a location overlying the Basin.

**Section 8.03 – Bylaws.**

The Board of Directors shall adopt Bylaws governing the conduct of meetings and the day-to-day operations of the Authority by a **vote** of the Directors on or before the first anniversary of the Effective Date. The Bylaws may be amended by the same vote from time to time as the Board deems necessary.

**Section 8.04 – Authority Seal.**

The Board may adopt an official seal for the Authority by a simple majority vote of the Directors.

**Section 8.05 – Conflict of Interest Code.**

At the initial meeting of Board of Directors, the Board shall begin the process for the adoption and filing of a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974.

**Article IX: Financial Provisions**

**Section 9.01 – Establishment of Funds.**

The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Authority shall maintain strict accountability of all funds and report of all receipts and disbursements of the Authority.

**Section 9.02 – Fiscal Year.**

The Fiscal Year of the Authority shall be from January 1 through December 31 of each year. If the Board so desires it may change the Fiscal Year by a **vote of**.

**Section 9.03 – Fiscal Agent and Treasurer.**

The County of Kern shall serve as the Fiscal Agent and Treasurer for the Authority unless otherwise directed by the Board by a **vote of**. The Fiscal Agent shall be responsible for all money of the Authority from whatever source. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members.

**Section 9.04 – Funds; Property; Bonds.**

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 9.03 above, who shall have charge of, handle, or have

access to any property of the Authority. Each such officer and person shall file a bond in an amount designated by the Board of Directors.

**Section 9.05 – Audit Duties.**

The Board of Directors shall contract with a certified public accountant to audit the accounts and records of the Authority as required by applicable accounting practices and the Act.

**Section 9.06 – Budget.**

By a date set by the Board of Directors each Fiscal Year, the Board of Directors shall adopt a budget for the Authority for the ensuing Fiscal Year by a **\_\_\_ vote** of the Directors.

**Section 9.07 – Payments To The Authority.**

(a) All fees, costs and expenses incurred by the Authority shall be funded from: (i) voluntary contributions from third parties, such as grants; (ii) assessments on the Members, levied from time to time by the Board of Directors to carry out the activities of the Authority generally applicable to all Members; and, (iii) assessments, fees and/or charges levied by the Authority under the provisions of SGMA.

(b) No Member shall be bound, financially or otherwise, by any obligation, contract or activity undertaken by the Authority unless and except to the extent agreed upon by the Member, except that each Member shall be obligated to fund its then current annual share of the general basic budget of the Authority, provided such budgets are otherwise approved as provided herein. Funding of other matters shall be through Special Activity agreements or as otherwise agreed to by the Members.

**Article X: Special Activities**

**Section 10.01 – Special Activities.**

With the prior approval of the Board of Directors, Members may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that: (i) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement; and, (ii) the Members to the activity agreement shall indemnify, defend and hold the other parties to this Agreement and the Authority harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities or obligations attributable to such Special Activity.

## **Article XI: Relationship of Authority And Its Members**

### **Section 11.01 – Separate Entity.**

In accordance with California Government Code Sections 6506 and 6507, the Authority shall be a public entity separate and apart from the parties to this Agreement.

### **Section 11.02 – Liabilities.**

The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Therefore unless, and to the extent otherwise required by law or agreed to herein by the Members, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

### **Section 11.03 – Indemnity.**

Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, each Member, each Director, and any officers, agents and employees of the Authority for their actions taken within the course and scope of their duties while acting on behalf of the Authority. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Authority agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are attributable in whole or in part, to negligent acts or omissions of the Authority or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Authority.

### **Section 11.04 – Withdrawal of Members.**

Any Member may withdraw from this Agreement by giving 30 days written notice of its election to do so. Said notice shall be given to the Board of Directors and to each of the other Members.

### **Section 11.05 – Termination of Members.**

Any Member may be terminated for cause including, but not limited to, the failure to meet its funding obligations as set forth in this Agreement, and upon termination shall no longer be a Member of the Authority, by a      vote of the Board of Directors representing the Members not subject to the termination vote.

### **Section 11.06 – Continuing Obligations upon Withdrawal or Termination.**

Upon withdrawal or termination as a Member, such party shall not be relieved of their obligations for any assessments or liabilities of the Authority which were incurred or approved in the budget process prior to the date of withdrawal or termination.

**Section 11.07 – Disposition of Property Upon Termination of Authority or Board Determination of Surplus.**

Upon termination of this Agreement or upon determination by the Board of Directors that any surplus money is on hand, such surplus money shall be returned to the then Members of the Authority which contributed such monies in proportion to their contributions. The Board of Directors shall first offer any surplus properties, works, rights and interests of the Authority for sale to the individual Members and the sale shall be based on highest bid. If no such sale is consummated, the Board of Directors shall offer the surplus properties, works, rights and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

**Article XII: Miscellaneous Provisions**

**Section 12.01 – Agreement Complete.**

The foregoing constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

**Section 12.02 – Amendment.**

This Agreement may be amended from time to time by the concurrence of  percent of the Members. To provide non-concurring Members an opportunity to withdraw from the Authority as provided herein, an amendment shall not be binding until  days after the required concurrence has been obtained.

**Section 12.03 – Assignment.**

Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the advance written consent of all the other Members, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Members hereto. This section does not prohibit a Member from entering into an independent agreement with another agency regarding the financing of that Member's contributions to the Authority or the disposition of proceeds which that Member receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Members under this Agreement.

**Section 12.04 – Dispute Resolution.**

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Agreement, the Members involved shall in good faith meet and confer amongst themselves in an attempt to informally resolve such matter(s). If the Members are unsuccessful in resolving such matter(s) through an informal meeting process, they shall attempt to resolve such matter(s) through

mediation. If they are unable to resolve such matter(s) through mediation, they may attempt to settle such issue(s) by arbitration under the rules and regulations of the American Arbitration Association. Any party requesting arbitration under this Agreement must make a request on the other Members by registered or certified mail with a copy to the American Arbitration Association.

**Section 12.05 – Execution In Parts Or Counterparts.**

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile or electronic signatures shall be binding.

**Section 12.06 – Member Authorization.**

The legislative bodies of the Members have each authorized execution of this Agreement, as evidenced by their respective signatures below.

**Section 12.07 – No Predetermination or Irretrievable Commitment of Resources.**

Nothing herein shall constitute a determination by the Authority or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

**Section 12.08 – Notices.**

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Members hereto on Exhibit “A” of this Agreement, or to such other changed addresses communicated to the Authority and the Members in writing.

**Section 12.09 – Severability And Validity Of Agreement.**

Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member’s authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered into this Agreement upon the same terms as provided herein if that Member had not been a participant in this Agreement.

**Section 12.10 – Singular Includes Plural.**

Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

**IN WITNESS WHEREOF**, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

*[Signatures on Following Pages]*

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DRAFT

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# Principles for Developing GSA Governance Options

- Build upon existing cooperation and successful water management efforts in Indian Wells Valley
- Reinforce “local management” principles in SGMA
- Share resources and identify cohesive approach
- Costs should be equitably shared
- Represent community stakeholders through advisory committees
- Conduct robust and transparent outreach

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**15**

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

**SUBJECT:**

APPROVE A LETTER OF SUPPORT FOR ALTERNATIVE NO. 3 OF THE WEST MOJAVE ROUTE NETWORK PROJECT (WMRNP)

**PRESENTED BY:**

Mike Mower – Council Member

**SUMMARY:**

The West Mojave Route Network Project (WMRNP) is a travel management planning effort covering 9.24 million acres in the West Mojave area of the California desert. Approximately 3.1 million acres in the planning area are public lands managed by the BLM. The WMRNP supplements the 2006 West Mojave Plan. The supplemental plan has two broad sets of goals:

**Access Management**

The plan identifies an overall travel and transportation management strategy, implementation framework, and access network for public lands users in the West Mojave portion of the California Desert.

The planning area covers the western portion of the Mojave Desert in southern California including parts of San Bernardino, Los Angeles, Kern, Inyo, and a small portion of Riverside Counties. The plan applies to public lands in the planning area, and the travel management strategies apply on lands that are available for motorized and mechanized travel on designated routes only, totaling approximately 2.35 million acres. Other public lands in the planning area may be in closed areas, such as wilderness, or in open areas, such as OHV Open Areas. Closed and open areas have existing area-specific travel management guidance, policies, or plans.

The WMRNP supplemental EIS will form the framework for route designation in the West Mojave area, consistent with the rest of the West Mojave Plan. The plan amendment will also address inconsistencies in the language between the CDCA and the West Mojave Plan.

In addition, travel management plans are being prepared to designate specific routes in various portions of the West Mojave and implement the route network.

The Agency Preferred Alternative in the Draft SEIS is Alternative 3. Initial output from Alternative 3 included strategies to minimize impacts, and integrated some elements of Alternatives 1, 2 and 4 in order to enhance community values, address DAC issues, and respond to specific agency comments, consistent with Alternative 3 goals and objectives. Additional mitigation has been incorporated where appropriate to address these changes. Alternative 3 includes a much larger network than the network approved under the 2006 WEMO Plan, but also proposes to close 2,000 more miles of additional routes than those that were designated closed in the 2006 WEMO Plan. Alternative 3 proposes to make available to the public, or to authorized users, 10,428 miles of motorized routes, and also proposes to address closure of 4,404 miles of routes

**Public Comments**

The public comment period has reopened! All comments must now be received by January 25, 2016. The Draft SEIS can be accessed electronically at:

[http://www.blm.gov/ca/st/en/fo/cdd/west\\_mojave\\_wemo/wmDEIS.html](http://www.blm.gov/ca/st/en/fo/cdd/west_mojave_wemo/wmDEIS.html)

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Approve A Letter Of Support For Alternative No. 3 As Outlined In The West Mojave Route Network Project (WMRNP) Plan Document

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Rachel J. Ford

Action Date: January 20, 2016

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<b>Current Designation</b>	<b>Alt. 1 - No Action Alternative</b>	<b>Designation under Action Alternatives</b>	<b>Alt. 2 - Resource Conservation Enhancement</b>	<b>Alt. 3 – Public Land Access Maintenance</b>	<b>Alt. 4 – Community Access Enhancement</b>
Total Open and Limited Miles of Routes in Network	5,338	Motorized Routes in Network	4,293	10,428	5,782
Total Open and Limited Potential Disturbance Acres from the Network	190,474	Motorized Routes in Network	49,165	201,712	101,866
Limited – designated for Motorcycle use	38.3	Limited – designated for Motorcycle use	228.5	147	120.9
Non-Motorized routes not designated prior to 2012	Non-Motorized Routes		28	95	63
Non-Mechanized routes not designated prior to 2012	Non-Mechanized Routes		35	33	22
Closed	2,398	Closed (Transportation Linear Disturbances)	10,599	4,404	9,076
No Route-Specific Designation, Presumed Closed	7,214 (estimated)	These routes have now been evaluated under action alternatives			

***Preferred Alternative – Public Lands Access Maintenance (Alternative 3)***

The Agency Preferred Alternative in the Draft SEIS is Alternative 3. Initial output from Alternative 3 included strategies to minimize impacts, and integrated some elements of Alternatives 1, 2 and 4 in order to enhance community values, address DAC issues, and respond to specific agency comments, consistent with Alternative 3 goals and objectives. Additional mitigation has been incorporated where appropriate to address these changes. Alternative 3 includes a much larger network than the network approved under the 2006 WEMO Plan, but also proposes to close 2,000 more miles of additional routes than those that were designated closed in the 2006 WEMO Plan. Alternative 3 proposes to make available to the public, or to authorized users, 10,428 miles of motorized routes, and also proposes to address closure of 4,404 miles of routes.

The preferred alternative is intended to provide recreational, local, and commercial access on routes in the planning area that do not result in unacceptable impacts to sensitive resources. The preferred alternative also proposes to maintain access on routes that are being used appropriately, that is, to the extent their use is not causing unnecessary and undue impacts to public lands and resources. The closure of 4,404 miles under the preferred alternative is an increase in the 2,400 miles of closures approved in the 2006 WEMO ROD.

The Final SEIS proposed action will be selected after circulation of the Draft SEIS alternatives and analysis, and may include a combination of one or more Draft SEIS alternatives. It will take into consideration comments on the Draft SEIS from local jurisdictions, other agencies, tribes, and the public, as well as further consultation with USFWS and the SHPO. It may also reflect ongoing data collection and GIS updates under way for the plan.