



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

AGENDA

Wednesday

Regular

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

June 1, 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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CITY OF RIDGECREST
Telephone 760 499-5000
FAX 499-1500

100 West California Avenue, Ridgecrest, California 93555-4054

**NOTICE AND CALL OF SPECIAL CLOSED SESSION MEETING OF THE
RIDGECREST CITY COUNCIL / SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AGENCY**

**TO THE MEMBERS OF THE RIDGECREST CITY COUNCIL / SUCCESSOR
REDEVELOPMENT AGENCY/FINANCING AUTHORITY / HOUSING AGENCY AND CITY
CLERK:**

PUBLIC NOTICE that a **SPECIAL CLOSED SESSION MEETING** of the Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Agency is hereby called to be held on **Wednesday, June 1, 2016, at 5:30 p.m.**, in the **Council Chambers Conference Room**, 100 W. California Avenue, Ridgecrest, California.

Said **SPECIAL CLOSED SESSION MEETING** shall be for the purpose of:

GC54956.8 Local Agency Real Property Negotiations – Negotiation For Sale – Ridgecrest Business Park Lot Nos. 1, 2, 3, 28, 29, 30, 31, 32, 33, 34, 35, And 36 – Agency Negotiators Economic Development Program Manager Gary Parsons And City Manager Dennis Speer

Dated: May 27, 2016

Peggy Breeden, Mayor / Chair

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Dated: May 27, 2016

Rachel J. Ford, cMC, City Clerk

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LAST ORDINANCE NO. 16-01
LAST RESOLUTION CITY COUNCIL NO. 16-55

CITY OF RIDGECREST

CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY

AGENDA

Regular Council
Wednesday June 1, 2016

CITY COUNCIL CHAMBERS CITY HALL

100 West California Avenue
Ridgecrest, CA 93555

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

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

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

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT – CLOSED SESSION

CLOSED SESSION – 5:30 p.m.

GC54956.8 Local Agency Real Property Negotiations – Negotiation For Sale – Ridgecrest Business Park Lot Nos. 1, 2, 3, 28, 29, 30, 31, 32, 33, 34, 35, And 36 – Agency Negotiators Economic Development Program Manager Gary Parsons And City Manager Dennis Speer

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
- Other

PRESENTATIONS

1. Presentation Of A Proclamation Recognizing The Month Of June As Immigrant Heritage Month Council
2. Presentation Of Employee Service Awards Council
3. Presentation To Council By Members Of The Economic Development Coalition Breeden

PUBLIC COMMENT

COUNCIL ANNOUNCEMENTS

CONSENT CALENDAR

4. Proposed Action To Approve A Resolution Authorizing Contract Change Order Number Three In The Amount Of Nineteen Thousand Eighty-Nine Dollars And Thirty-Nine Cents (\$19,089.39) With The Contractor, C.S. Legacy Construction Inc., For The Corporate Yard Site Improvements And Authorize The City Manager, Dennis Speer, To Sign Change Order Three Speer
5. Proposed Action To Approve A Resolution Authorizing A Fee Adjustment To The Special Projects Consultant Agreement Speer

6. Proposed Action To Approve A Resolution Authorizing The City Manager To Enter Into Memorandum Of Agreement With Sierra Sands Unified School District For Law Enforcement Services (School Resource Officer Program) Strand
7. Proposed Action To Approve A Resolution Of The City Council Of The City Of Ridgecrest Adopting The Written Uniform Allowance Policy For Members Of Represented Employee Group UFCW Local 8 Staheli
8. Proposed Action To Approve A Resolution Entering Into A Municipal Services Agreement With The Timbisha Shoshone Tribe And Authorizing The Mayor To Sign The Agreement Parsons
9. Proposed Action To Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Meeting Dated May 18, 2016 Ford

PUBLIC HEARING

10. Public Hearing And Proposed Action To Approve Two Resolutions Renewing Landscape And Lighting District 2012-1 Speer

DISCUSSION AND OTHER ACTION ITEMS

11. Nomination And Confirmation Of A Planning Commissioner To Fill Vacancy Ford
12. Presentation And Discussion Of A Preliminary Draft Budget For Fiscal Year 2016-2017 Staheli

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: 4th Wednesday each month at 5:00 p.m. as needed
Location: Council Conference Room B

Infrastructure Committee

Members: Jim Sanders; Mike Mower
Meeting: 4th Thursday each month at 5:00 p.m. as needed
Location: Council Conference Room B

❖ **Ad Hoc Water Conservation Committee**

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

Parks, Recreation, and Quality of Life Committee

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

❖ **Ad Hoc Youth Advisory Council**

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

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

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

Ridgecrest Area Convention And Visitors Bureau (RACVB)

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

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORT

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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**A Proclamation of
The City Of Ridgecrest, California**

Immigrant Heritage Month – June 2016

Whereas generations of immigrants from every corner of the globe have built our country's economy and created the unique character of our nation; and

Whereas immigrants continue to grow businesses, innovate, strengthen our economy, and create American jobs in Ridgecrest, California; and

Whereas immigrants have provided the United States with unique social and cultural influence, fundamentally enriching the extraordinary character of our nation; and

Whereas immigrants have been tireless leaders not only in securing their own rights and access to equal opportunity, but have also campaigned to create a fairer and more just society for all Americans; and

Whereas despite these countless contributions, the role of immigrants in building and enriching our nation has frequently been overlooked and undervalued throughout our history and continuing to the present day.

Now, therefore, be it proclaimed

We, the Mayor and City Council of the City of Ridgecrest, do hereby proclaim the month June 2016 is designated as "**Immigrant Heritage Month**"

Proclaimed this 1st Day of June 2016



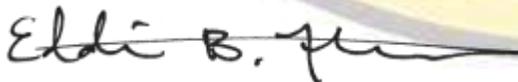
Peggy Breeden, Mayor



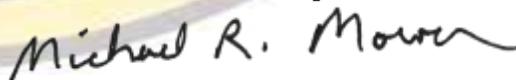
**James Sanders
Mayor Pro Tem**



**Lori Acton
Vice Mayor**



**Eddie B. Thomas
Council Member**



**Mike Mower
Council Member**

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

SUBJECT:

Service Award Presentations

PRESENTED BY:

Mayor and City Council members

SUMMARY:

Service recognition awards presented by the Ridgecrest City Council to employees who have reached milestones of five (5) or more years of employment during the second quarter (April - June) 2016 with the City of Ridgecrest.

15 Years

Yvan Prince

10 Years

Matt Freese

Patricia Turbide

FISCAL IMPACT: NONE

Reviewed by Finance Director

ACTION REQUESTED:

Presentation of certificates to the employees by City Council members.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Present Service Awards

Submitted by: Ricca Charlon

Action Date: June 1, 2016

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

SUBJECT:

Presentation of an update report from the Economic Development Coalition

PRESENTED BY:

Peggy Breeden – Mayor

SUMMARY:

City Council will receive an update report from the Economic Development Coalition. The report is a compilation from each of the sub-committees formed out of the Economic Development Town Hall meeting and includes infrastructure, economic development, business incentive, technology, sovereign control, natural resources, marketing, and communications.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Receive report

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: June 1, 2016

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

SUBJECT: Approve Contract Change Order Number Three In The Amount of Nineteen Thousand Eighty-Nine Dollars and Thirty-Nine Cents (\$19,089.39) With The Contractor, C.S. Legacy Construction Inc., For The Corporate Yard Site Improvements And Authorize The City Manager, Dennis Speer, To Sign Change Order Three

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:
As the Corporation Yard Site Improvements are coming to an end, additions and subtractions to the project require changes to the plans.

Change Order #3.a	Additional time and cost to fabricate, furnish, and Install cantilever gates in lieu of sliding gates, and Install 120 slats in existing chain link fence	\$21,380.39
Change Order #3.b	Deleted bid item No 28 to Furnish and install A 26 foot manual swing gate	(\$ 2,291.00)
Total Amount of Change Order Number Three		\$19,089.39

This dollar amount will be added to the existing PO #7693 and coming from Tax Allocation Bonds (TAB) already allocated to the project.

The funding source for this project will come from the capital improvement account 018-4760-430-4601 project code CY15AB Corporation Yard Site Improvements.

FISCAL IMPACT: \$19,089.39

Reviewed by Finance Director

ACTION REQUESTED: Approve Contract Change Order Number Three In The Amount of Nineteen Thousand Eighty-Nine Dollars and Thirty-Nine Cents (\$19,089.39) With The Contractor, C.S. Legacy Construction Inc., For The Corporate Yard Site Improvements And Authorize The City Manager, Dennis Speer, To Sign Change Order Three

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

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RESOLUTION NO.16-xx

APPROVE CONTRACT CHANGE ORDER NUMBER THREE IN THE AMOUNT OF NINETEEN THOUSAND EIGHTY-NINE DOLLARS AND THIRTY-NINE CENTS (\$19,089.39) WITH THE CONTRACTOR, C.S. LEGACY CONSTRUCTION INC., FOR THE CORPORATE YARD SITE IMPROVEMENTS AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN CHANGE ORDER THREE

WHEREAS, the Corporation Yard Site Improvements are coming to an end, additions and subtractions to the project required changes to the plans; and

WHEREAS, Change Order #3.a required additional time and cost to fabricate, furnish, and install cantilever gates in lieu of sliding gates, along with installing 120 slats in existing chain link fence in the amount of Twenty-One Thousand Three Hundred Eighty Dollars and Thirty Nine Cents (\$21,380.39); and

WHEREAS, Change Order #3.b Deleted Bid Item Number 28 from the original contract to furnish and install a Twenty-six (26) foot manual swing gate in the amount of a negative Two Thousand Two Hundred and Ninety-One Dollars (\$2,291.00); and

WHEREAS, The total dollar value for the change orders total is a positive Nineteen Thousand Eighty-Nine Dollars and Thirty-Nine Cents (\$19,089.39); and

WHEREAS, This dollar amount will be added to the existing PO #7693 and coming from Tax Allocation Bonds (TAB) already allocated to the project; and

WHEREAS, The funding source for this project will come from the capital improvement account 018-4760-430-4601 project code CY15AB Corporation Yard Site Improvements.

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

1. Approves Change Order Number Three to the contractor, C.S. Legacy Construction Inc., to provide additions and subtractions to the Corporation Yard Site Improvements in the amount of Nineteen Thousand Eighty-Nine Dollars and Thirty-Nine Cents (\$19,089.39).
2. Authorizes the Finance Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer, to execute Change Order Number Three to C.S. Legacy Construction Inc.

APPROVED AND ADOPTED this 1st day of June 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

Peggy Breeden, Mayor

Rachel J. Ford, CMC, City Clerk

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CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

3

DATE:

5/4/16

Project Name: Corporate Yard Site Improvements
Willdan Project #: 104855
Contractor: C.S. Legacy Construction, Inc.

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

Table with 3 columns: Description, Cost, (working days). Rows include: Original contract amount, Previous Change Order No(s) amount(s) to, Current Change Order No. (3) amounts to, Total increase to contract to date, Revised contract amount, Percentage of total increase to contract amount to date.

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

Main table with 9 columns: Item, Description, Contract Qty, Change Order Qty, Adjusted Contract Qty, Unit, Unit Cost, Change order Cost, Time Ext. Working Days. Includes items 3.a and 3.b.

TOTAL THIS CHANGE ORDER: \$ 19,089.39 25

Requested: [Signature]
Construction Manager/Resident Engineer

Date: 5/13/16

Approved: [Signature]
City Engineer

Date: 5/12/16

Approved:
Public Works Director

Date:

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

Accepted: [Signature]
Contractor

Date: 5/4/16

By: [Signature]

Title:



Chain link fence R&R to be compensated at contract unit price

Extra Work Proposal **PCO 13** Date of Work _____
 Project: **Rdgecrest Corporate Yard** Date of proposal 1/29/2016

Description: Change in design for Bid item 37 & 38
 Labor: Extra is based on being paid 100% of bid item.(price is over and above bid items)

Name:	Description	Hours	Rate	Total
				0
				0
				0
	Superintendant		63.49	0
	Foreman	8	63.49	507.92
	Labor	0	51.98	0
	Operator	0	66.73	0
	Mason	0	61.15	0
Subtotal Labor				507.92

Equipment

Type	Description	Hours	Rate	Total
				0
	Pickup	8	50	400
		0		0
		0		0
Subtotal Equipment				400

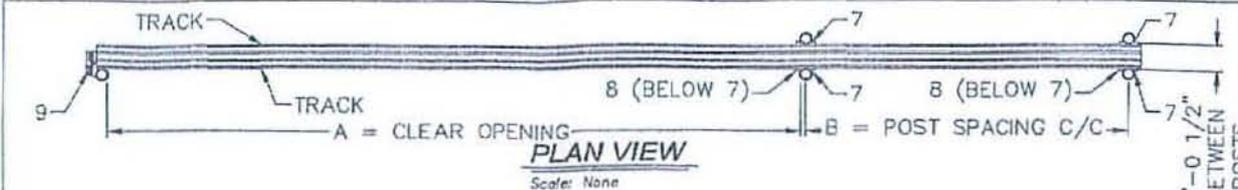
Materials

Description	Qty	Unit	Total
			0
Fencecorp	no 37 add	1	8,747.00
Fencecorp	no 38 add	1	5525
Install 120 slats	no repairs to ex	1	4000
			0
			0
Subtotal Materials			18272

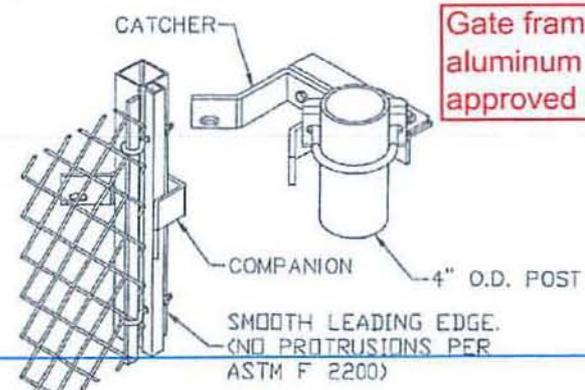
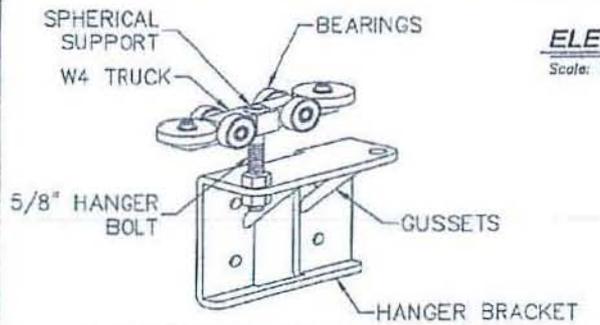
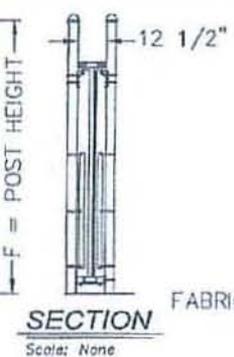
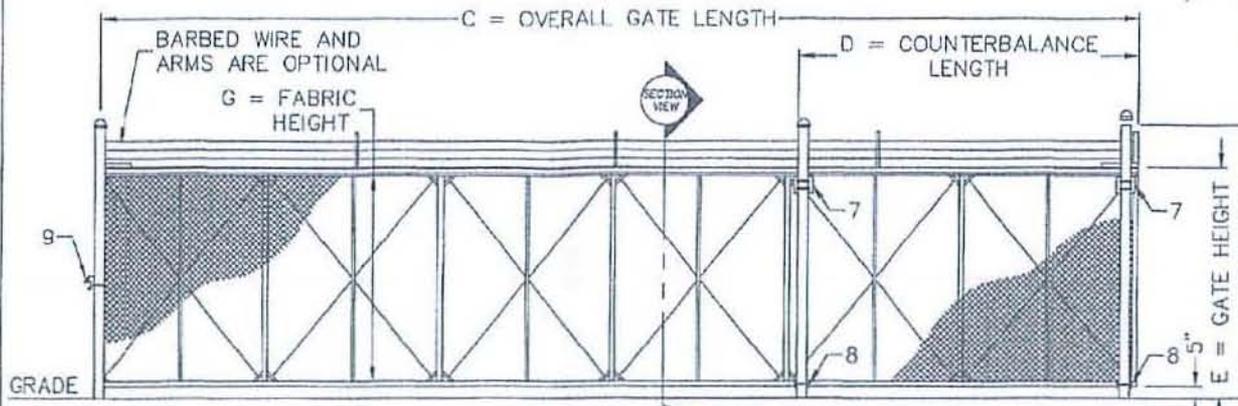
	Rate	Amount	Total
Markup Sub	0.1	18272	\$ 1,827.20
Markup Equipment/Materials	0.15	400	\$ 60.00
Markup Labor	0.2	507.92	\$ 101.58
Bond	0.01	\$ 21,168.70	\$ 211.69
Subtotal Total Cost		\$ 21,380.39	
Total Cost			\$ 21,380.39

APPROVED
 Mike Bustos
 02.11.2016

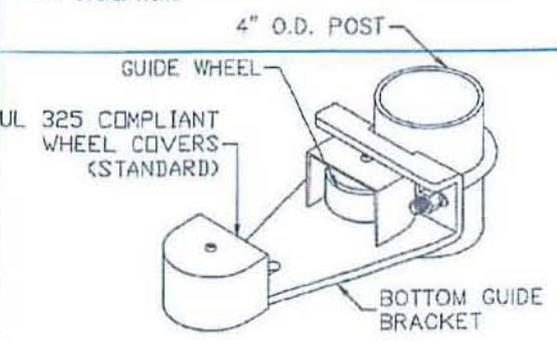
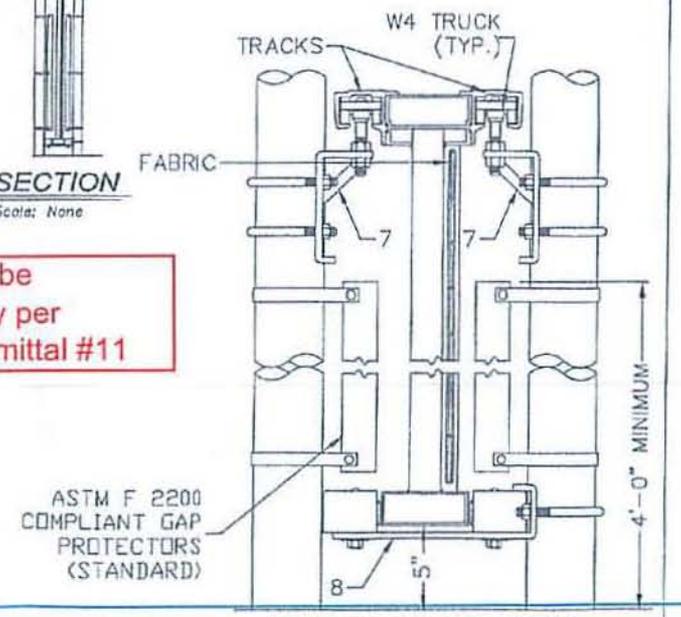
Agency Representative _____ Date _____ Contractors Representative *[Signature]* Date _____



CRITICAL DIMENSION CHART			
MARK	DESCRIPTION	FORMULA	DIM.
A	CLEAR OPENING	A	-
B	COUNTERBALANCE POST SPACING C/C	(A/2)-11"	-
C	OVERALL GATE LENGTH	A x 1.5	-
D	COUNTERBALANCE LENGTH	A x 0.5	-
E	NOMINAL GATE HEIGHT	E	6'
F	POST HEIGHT (W BARB ARMS)	E + 1'-6"	-
G	FABRIC HEIGHT	E - 1'-0"	-



Gate frame to be aluminum alloy per approved Submittal #11



- NOTES:
1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS. OTHER SIZES AVAILABLE UPON REQUEST.
 2. BARB ARMS (FOR BARBED WIRE) OPTIONAL.

REV. 2 - 10/27/11

2549 STATE ROUTE 40
GREENWICH, N.Y. 12834
PH: (800) 328-4283 - FX: (518) 692-9404
www.tymetal.com

STRUCTURAL CANTILEVER SLIDE GATE

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

SUBJECT:

Fee Adjustment to the Special Projects Consultant Agreement in the amount of Eight Thousand (\$8,000.00) dollars.

PRESENTED BY:

Dennis Speer, City Manager

SUMMARY:

The Special Projects Consultant Agreement provides for an annual payment amount of \$26,000.00. Due to budget reductions this fiscal year, that amount was reduced to \$18,000.00. However, the work requested by the City and provided by the consultant, Mr. Justin O' Neill, significantly exceeded the work anticipated under the contract. Subsequently, it is necessary to increase the budgeted fee amount to adequately provide for the services needed through the remainder of the fiscal year. Therefore, it is proposed that the budgeted amount of \$18,000.00 be increased to the contractual amount of \$26,000.00.

Staff recommends that the budgeted amount for the Special Projects Consultant Agreement be increased by \$8,000.00.

FISCAL IMPACT: \$8,000.00

Reviewed by Finance Director

ACTION REQUESTED:

Authorize the budgeted amount for the Special Projects Consultant Agreement be increased by \$8,000.00.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: June 1, 2016

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RESOLUTION NO. 16-xx

A RESOLUTION APPROVING A FEE ADJUSTMENT TO THE SPECIAL PROJECTS CONSULTANT AGREEMENT

WHEREAS, the Special Projects Consultant Agreement provides for an annual payment amount of \$26,000.00, and

WHEREAS, due to budget reductions this fiscal year, that amount was reduced to \$18,000.00, and

WHEREAS, the work requested by the City and provided by the consultant, Mr. Justin O' Neill, significantly exceeded the work anticipated under the contract; and

WHEREAS, it is necessary to increase the budgeted fee amount to adequately provide for the services needed through the remainder of the fiscal year; and

WHEREAS, it is proposed that the budgeted amount of \$18,000.00 be increased to the contractual amount of \$26,000.00.

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

1. Authorizes that the budgeted amount for the Special Projects Consultant Agreement be increased by \$8,000.00.
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts.

APPROVED AND ADOPTED this 1st Day of June 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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

SUBJECT: RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH SIERRA SANDS UNIFIED SCHOOL DISTRICT FOR LAW ENFORCEMENT SERVICES (SCHOOL RESOURCE OFFICER PROGRAM)

PRESENTED BY:

Ronald Strand, Chief of Police

SUMMARY: For several years, the Ridgecrest Police Department has been providing law enforcement services to the Sierra Sands Unified School District (SSUSD) – School Resource Officer (SRO) Program. In 2013, a second SRO was added under a Department of Justice, COPS Hiring Program, which ends November 2016. SSUSD and the Police Department wishes to continue this second position after the grant ends.

SSUSD will reimburse both positions at 50% of actual costs (second position will begin at this rate effective December 1, 2016 when the COPS grant ends).

The agreement is attached to the resolution for your review as **Exhibits A.**

FISCAL IMPACT:

(2) School Resource Officers – Reimbursed at 50% of actual costs (an estimated \$110,883).

Reviewed by Administrative Services Director:

ACTION REQUESTED:

Recommend approval by City Council authorizing the City Manager, or his designee, to enter into an agreement with the SSUSD for law enforcement services (School Resource Officer Program).

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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RESOLUTION NO. 16-XX

RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO MEMORANDUM OF AGREEMENT WITH SIERRA SANDS UNIFIED SCHOOL DISTRICT FOR LAW ENFORCEMENT SERVICES (School Resource Officer Program)

WHEREAS, the Sierra Sands Unified School District (SSUSD) and the City of Ridgecrest have agreed to enter into Memorandum of Agreement for the Police Department to continue to provide School Resource Officer services in the School District, and;

WHEREAS, the School Resource Officer (SRO) Program provides law enforcement services to the district helping ensure there is a safe learning environment at the elementary, middle and high schools for the students, faculty and staff, and;

WHEREAS, in 2013, a second SRO was added under a Department of Justice, COPS Hiring Program, which ends November 2016, and;

WHEREAS, SSUSD and the Police Department wish to continue this second position after the grant ends, and;

WHEREAS, it is beneficial to both the City and SSUSD that this program continue to function, and;

WHEREAS, SSUSD agrees to reimburse the City 50% of actual costs of the School Resource Officer Program (second position will begin at this rate effective December 1, 2016 when the COPS grant ends).

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest authorize the City Manager, or his designee, to enter into an agreement with the Sierra Sands Unified School District to provide law enforcement services (School Resource Officer Program), including any amendments.

APPROVED AND ADOPTED THIS 1st day of June 2016, by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Ridgecrest, a Municipal Corporation, hereinafter referred to as "CITY," and the Sierra Sands Unified School District, a public entity, hereinafter referred to as "DISTRICT."

WHEREAS, DISTRICT does not maintain a school law enforcement agency pursuant to Section 38000(a) of the California Education Code, and DISTRICT wishes to acquire the services of two sworn peace officers, and

WHEREAS, CITY, through the Ridgecrest Police Department, hereinafter referred to as "RPD," is willing to provide the service of two sworn peace officers.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY agrees to provide the services of two sworn peace officers to serve the DISTRICT at the primary and secondary schools within the Ridgecrest city limits, specifically Gateway School, Faller School, Las Flores School, Pierce School, Monroe Middle School, Mesquite High School, and Burroughs High School.
 - a. In doing so, DISTRICT wishes to continue the services of the second SRO which is currently funded through a United States Department of Justice, COPS Hiring Program Grant AGREEMENT between the CITY and DISTRICT which expires November 30, 2016.
2. CITY shall supervise the officers through the command structure of the RPD.
3. DISTRICT shall appoint a designated individual to interface with RPD regarding activities of the officers and to interface with such officers in accordance with a joint operating protocol developed between RPD and DISTRICT.

The responsibilities of the SRO's shall include, but not be limited to:

- a. Handling requests for calls for service in and around schools
- b. Conducting comprehensive safety and security assessments
- c. Developing and implementing safety plans or strategies
- d. Responding to unauthorized persons on school property
- e. Serving as liaisons between the school and other police agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws
- f. Serving as a member of a multidisciplinary school team to refer students to professional services within both the school (guidance counselors or social workers) and the community (youth and family service organizations)
- g. Building relationships with juvenile justice counselors to help connect youth with needed services
- h. Developing and expanding crime prevention efforts for students

4. At all times during the term of this AGREEMENT, the officers shall be employees of the CITY, under supervision and control of CITY, and not an employee or agent of DISTRICT; and CITY shall assume responsibility and liability for the activities of the officers.
5. During the term of this AGREEMENT, DISTRICT agrees to reimburse CITY one-half actual cost incurred by CITY in employing the officers. For purpose of this AGREEMENT, actual cost shall be defined as officer's salary and benefits, including, but not limited to, health insurance, life insurance, dental insurance, vision insurance, PERS, educational incentive pay, uniform allowance, officer safety equipment, and overtime. The funding of the second SRO position at this rate will begin December 1, 2016 after the United States Department of Justice, COPS Hiring Program Grant AGREEMENT between the CITY and DISTRICT expires.
6. DISTRICT shall, at its expense, provide CITY with a vehicle suitable for performing the duties of the officers equal to that provided to other RPD officers. CITY shall maintain and insure the vehicle, at its sole expense, for the duration of the agreement. In the event that this AGREEMENT is terminated, CITY shall reimburse DISTRICT on a pro rata basis, based on a five-year vehicle life expectancy.
7. THIS AGREEMENT shall be effective September 1, 2016, and remain in full force and effect for a 12-month period ending August 31, 2017. Either party may terminate this AGREEMENT prior to August 31, 2017, by giving ninety (90) days notice to the other party. Notice to CITY shall be in writing, and mailed to or delivered to:

City Manager
City of Ridgecrest
100 W. California Avenue, Ridgecrest, CA 93555

Notice to DISTRICT shall be in writing, and mailed or delivered to:

Superintendent
Sierra Sands Unified School District
113 Felspar
Ridgecrest, CA 93555

8. Each party to this AGREEMENT hereby holds the other harmless from all claims or lawsuits for damages to property and for injuries to persons arising from each party's performance of its obligations under this AGREEMENT. This obligation will include providing a defense to lawsuits and related services.
9. In the event any dispute arises between the parties concerning the interpretation or

enforcement of the Terms and Conditions of this AGREEMENT, the parties hereto agree to submit any such dispute to arbitration pursuant to rules of the American Arbitration Association. Any decision of the American Arbitration Association shall be binding on the parties hereto. In the event that any matter is submitted to arbitration or if legal action or proceeding is taken in connection with the interpretation or enforcement of this AGREEMENT, whether or not such action is arbitrated or litigated, the prevailing party of any such action, proceeding, or arbitration shall be awarded, in addition to its actual costs incurred, its actual attorneys' fees incurred. Actual attorneys' fees means all attorneys' fees incurred by the prevailing party whether or not such attorneys' fees are deemed to be "reasonable" by a court of competent jurisdiction or an arbitrator. Furthermore, the sole and exclusive remedy for the resolution of disputes concerning the enforcement and interpretation of this AGREEMENT shall be arbitration.

- 10. This AGREEMENT constitutes the sole and only agreement between the parties hereto. Any prior discussions, agreements or understandings, whether written or oral, are of no force and effect. This AGREEMENT may be modified only by a written agreement executed by both parties hereto.

FOR THE CITY OF RIDGECREST

Peggy Breeden, Mayor

Dennis Speer, City Manager

[SIGNITURES CONTINUED ON THE FOLLOWING PAGE]

FOR THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

Michael Scott, Board President

Ernest M. Bell, Jr., Superintendent

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

SUBJECT:

Resolution to adopt a written **Uniform Allowance Policy – UFCW**

PRESENTED BY:

Tyrell Staheli, Director of Finance

SUMMARY:

To have a written Uniform Allowance policy as per PERS regulations CCR 571(b) for the UFCW 8 GS union. This sidebar agreement is to clear the last item on the CalPERS audit of 2013. This agreement will expire when both parties approve a new Memorandum of Understanding (MOU), which will include this allowance.

Background: In 2013, CalPERS performed a routine audit of the City of Ridgecrest. It was discovered that the City did not comply with CCR 571(b). In order to correct this finding the City needed to put the existing policy into writing consistent with CalPERS requirements. Since the current MOU for UFCW was expiring in June 2014, and the Compensation plan for Mid-Management had already expired the City was concurrently in negotiations with the groups. Mid-Management compensation plan including the same uniform policy was adopted on March 2, 2016. The City and the UFCW have yet to complete negotiations for a new MOU, therefore it is necessary to adopt a sidebar agreement to clear this finding. CalPERS has stated this item must be clear before the end of 2016 fiscal year.

CCR 571(b) states: CCR 571 (b) was amended to ensure greater transparency and disclosure of special compensation items in written labor policies or agreements. The labor policy or agreement must include:

- The conditions for payment of the item of special compensation, and
- Eligibility requirements and amount for each special compensation item.

The written labor policy or agreement cannot reference another document in lieu of disclosing the details of the special compensation. In addition, the written labor policy or agreement must be duly approved, posted, or immediately accessible and available for public review, retained for not less than five years, and include an effective date.

FISCAL IMPACT:

None

Reviewed by Director of Finance

ACTION REQUESTED:

Approve resolution to adopt **Uniform Allowance Policy - UFCW** and authorize City Manager to sign attached agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve to adopt the written policy

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RESOLUTION NO. 16-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST ADOPTING THE WRITTEN UNIFORM ALLOWANCE POLICY - UFCW

WHEREAS, the City Council is authorized to adopt policies for the administration of the personnel system; and

WHEREAS, CalPERS requires a written Uniform Allowance Policy for all employees; and

WHEREAS, UFCW currently does not have a sufficient written Uniform Allowance Policy at this time; and

WHEREAS, a sidebar agreement is needed until which time a new MOU is agreed upon; and

WHEREAS, the appropriate officials of UFCW Local 8 have agreed to the attached policy; and

WHEREAS, it is the desire of the Council to update the policies that insure the rights, privileges and prohibitions that are placed upon all City employees.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Ridgecrest hereby adopts the attached Agreement between City of Ridgecrest and United Food and Commercial Workers 8 Golden State for a Uniform Allowance policy and authorizes the City Manager to sign said agreement.

APPROVED AND ADOPTED, this 1st day of June 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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**AGREEMENT BETWEEN
CITY OF RIDGECREST AND
UNITED FOOD AND COMMERCIAL WORKERS 8 GOLDEN STATE**

The City of Ridgecrest and the United Food and Commercial Workers 8 Golden State (UFCW 8) are currently in negotiations for a new MOU (current MOU expired 6/30/2014). The City and UFCW 8 are still working on some issues but have agreed to add the following provision regarding the uniform allowance:

SECTION XXV. UNIFORM ALLOWANCE

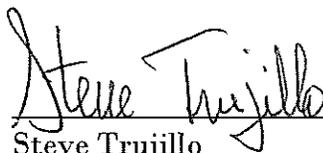
Designated Employees

The City shall provide uniforms, or uniform service, to each employee required by the City to be "uniformed." Employees designated as "uniformed" are those required to wear uniforms as a condition of employment. In addition, The City will pay the cost for cleaning uniforms through the designated service.

PERS Reporting shall be as follows: The City shall report to PERS the cost of uniforms, for employees required by the City to be uniformed and who are Classic Members of PERS. The cost of uniforms for reporting purposes shall be \$10.00 per pay period.

The Union and the City hopes to conclude negotiations in the near future, but cannot speculate on a date at this time. The signatures below bind both sides to the provision stated above. When both parties have approved the new MOU, this sidebar agreement will expire and the MOU with this provision will prevail.

APPROVED:



Steve Trujillo
District Union Representative
UFCW 8 GS

Dennis Speer
City Manager
City of Ridgecrest

Date: 4-27-16

Date: _____

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

SUBJECT:

Proposed Action To Approve A Resolution Authorizing The Mayor To Execute A Municipal Service Agreement (MSA) With The Timbisha Shoshone Tribe

PRESENTED BY:

Gary Parsons

SUMMARY:

The Timbisha Shoshone Tribe wishes to develop a project which includes an Indian gaming casino, hotel, restaurants, and other entertainment venues within the City of Ridgecrest and wants to utilize certain city services in the operation of this development. This agreement would provide the city general fund a currently estimated \$400,000/year plus a one-time payment of \$80,000. These payments are to offset the city costs for providing city services to the Timbisha project.

The Tribe has agreed to payments at 2% of appraised value of the development and will provide annual payment of \$128,000/year for police and fire protection as well as problem gaming. Both of these amounts will increase as future phases of the proposed development are completed. The agreement also calls for the tribe to provide a 10% payment to the city for any future hotel development as well as joining the RACVB – Tourism Business district and paying its assessment(s).

The agreement is for a period of 20 years from the commencement of casino operations.

The payments will offset the city for lost property and sales taxes due to the federal status of the Land upon which the development will be located.

At the regular meeting of May 18, 2016, the City Council approved the Municipal Services Agreement in concept including revisions as described by the City Attorney at the public meeting. The City Council further directed staff to provide an amended written version of the agreement with the specified revisions for review and approval at a subsequent meeting.

Pursuant to the instructions of the City Council, the Municipal Services Agreement (“MSA”) between City and the Tribe has been finalized with the input of City staff. The finalized MSA includes the following revisions:

- Section 5 is amended to clarify the nature of the quarterly mitigation payments from the Tribe to the City. Section 5 also adds language establishing minimum quarterly mitigation payments.
- Section 6B is revised to reflect increases in payments from the Tribe to City for critical municipal services, upon the completion of additional facilities on the Tribal Lands.
- Section 8 is revised by including and specifying the Municipal Code public safety provisions that apply to the Tribe.
- Section 20 is amended to reflect (1) the exclusion of language indemnifying the Tribe for City actions, and (2) the enhancement of Tribe’s indemnification of City in the event either Tribe’s or City’s authority to enter into the MSA is challenged

FISCAL IMPACT:

Provide a currently estimated \$400,000 per year to the general reserve fund of the City.

ACTION REQUESTED:

Consider Adopting A Resolution To Execute The MSA With The Timbisha Shoshone Tribe.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

RESOLUTION NO. 16-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING THE MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF RIDGECREST AND THE TIMBISHA SHOSHONE TRIBE AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

1. PURPOSE AND SCOPE.

This resolution approves the Municipal Services Agreement between the City of Ridgecrest ("City") and the Timbisha Shoshone Tribe ("Tribe") regarding tribal gambling facilities.

2. FINDINGS.

The City Council finds, determines, and declares:

WHEREAS, the Timbisha Shoshone Tribe has documented its historical occupation of the area surrounding the City of Ridgecrest; and

WHEREAS, the United States congress enacted the Indian Self-Determination Act and has authorized the Secretary of the Interior to acquire land in trust for the Tribe; and

WHEREAS, the Tribe has requested that City provide critical municipal services to the tribal lands in City, and has agreed to compensate City for providing those services; and

WHEREAS, the City Council conducted duly noticed public meetings on April 20; April 27; May 4; May 11; and May 18, 2016, pertaining to the Municipal Services Agreement and approved the MSA in concept at the regular meeting of May 18, 2016.

3. RESOLUTION.

The City Council hereby approves the Municipal Services Agreement including revisions as described by the City Attorney at the public meetings. The City Council further authorizes the Mayor to sign the agreement.

APPROVED AND ADOPTED this 1st day of June, 2016, by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement (hereinafter "Agreement") is made this _____ day of June, 2016, by and between the City of Ridgecrest (hereinafter "City"), on one hand, and the Timbisha Shoshone Tribe (hereinafter "Tribe"), on the other hand. City and Tribe shall hereinafter collectively be referred to as "Parties."

RECITALS

WHEREAS, the historical occupation of the Timbisha Shoshone Tribe of the area in and surrounding the City has been documented; and

WHEREAS, the United States Congress has authorized the Secretary of the Interior to acquire land in trust for the Tribe in order for the Tribe to achieve economic self-sufficiency; and

WHEREAS, in 1978, Congress enacted the Indian Self-Determination Act, 25 U.S.C. §450, *et seq.* to encourage tribal self-sufficiency and self-determination, and in 1988 Congress enacted the Indian Gaming Regulatory Act, 25 U.S.C. 2701, *et seq.* (the "IGRA") to provide for tribal gaming, again emphasizing the federal priority of tribes becoming self-sufficient; and

WHEREAS, following consultations with federal, state and City officials for the purpose of identifying potential new reservation locations that would meet the community, economic development and residential needs of the Tribe, while being compatible with surrounding land uses and minimizing adverse impacts on City services and residents, the Tribe has selected and will acquire a parcel of land in the City; and

WHEREAS, the Tribe intends to ask the Bureau of Indian Affairs to initiate the federal environmental review process necessary to comply with the National Environmental Policy Act ("NEPA"), as a first step to taking said parcels into trust; and

WHEREAS, the Tribe has now requested that the City support the Tribe's request to the Bureau of Indian Affairs to take a parcel into trust, and in consideration for such support, the Tribe has offered to enter into an agreement with the City before any land goes into trust, which agreement will provide for the Tribe to make certain payments to the City to mitigate potential impacts of the Tribe's development and use of the Trust Lands (as defined below), as well as reimbursing the City for expenses to be incurred by the City in association with this Agreement; and

WHEREAS, the proposed action of the Tribe is not a City project and is not a project subject to the discretionary approval of the City and, therefore, is not subject to otherwise applicable California laws; and

WHEREAS, the City would not otherwise have any authority or input with regard to the Tribe's Trust Lands nor receive any compensation as mitigation for the impacts the Tribe's use of the Trust Lands would cause; and

WHEREAS, the City is capable of, and willing to, provide a full range of municipal services for uses of the Tribe's trust lands and, subject to future agreement between the City and the Tribe, may provide certain municipal services for the Tribe's use of the Trust Lands; and

WHEREAS, the City is prepared to support the Tribe's trust acquisition request to the United States if the Tribe enters into an enforceable agreement to comprehensively mitigate all impacts of this acquisition by taking several steps, including, but not limited to: (a) conforming to certain specific land use restrictions identified in City ordinances; (b) mitigating any environmental impacts of its planned use of the trust land that are identified in the environmental assessment to be conducted pursuant to NEPA; and (c) conforming to certain building and design standards set out in City ordinances.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Land to be Taken into Trust. The Tribe will request that the United States take into trust for its benefit the parcel identified in Exhibit A appended hereto. The Tribe agrees to request the United States to take into trust within the limits of the City only the parcel detailed in Exhibit A appended hereto (hereinafter "Trust Lands"), unless and until this Agreement is amended as provided herein to authorize any other trust acquisition. The Tribe further agrees to use said parcel exclusively (a) for the operation of a facility for Class II and Class III Gaming in conformity with the requirements of the federal Indian Gaming Regulatory Act, 25 U.S.C. 2701, *et seq.*, with the requirements of this Agreement and with the requirements of all other applicable State or federal laws; and (b) for other gaming related uses, as described in Exhibit B appended hereto, so long as such related uses are intended primarily to facilitate the operation of the gaming facility (all improvements on the Trust Lands collectively hereinafter referred to as the "Gaming Facility"), unless and until this Agreement is amended as provided herein.

2. Compliance with City Ordinances. The Tribe shall enact laws applicable to the Trust Lands and shall require that the Trust Lands be used and developed in a manner that complies with all applicable City general, specific and community plans, zoning ordinances, and design guidelines in effect at the time of development, to the extent that compliance with such laws does not impermissibly infringe upon the internal self-government of the Tribe. The Tribe shall adopt the building standards set out in the City's adopted building codes, and prior to the use of any structure constructed on the Trust Lands, provide the City, at the Tribe's expense, with written certification from the project architect that said structures have been constructed in accordance with said standards. To ensure that tribal laws are adequately enforced, the Tribe agrees to contract with the City to provide, planning, building and safety, fire prevention, and public works personnel to review construction plans and inspect construction of improvements on the Trust Lands, to insure compliance with adopted codes. Said review and inspection services shall be provided at the City's normal rates for such services. In the event the City's reviewers and inspectors are unable to complete such services within a time frame substantially similar to the time frame in which the city would complete such services for a commercial development, the Tribe may contract for alternative inspection services, provided that the Tribe shall provide the City with an opportunity to timely provide inspection services prior to contracting with an alternative inspection service.

3. Environmental Review. The Tribe's application to have land taken into trust is not governed by State laws, and the Tribe does not agree to submit its projects to the City for discretionary approvals. The Tribe does agree, however, to submit its development plan for development review and comment by the City staff and to substantially comply with City ordinances in effect at the time of development. Nothing in this Agreement constitutes a commitment by the City to develop, construct, or improve any facilities or to issue any permit or entitlement for use and the parties specifically acknowledge that no such permit or entitlement is necessary for the Tribe to build improvements on the Trust Lands..

4. Payments to City. The parties agree that the Tribe will treat all fees in this agreement as "operating expenses." The parties further agree that a standard method of payment to the City will be beneficial for all. The following method shall be used to make payments to the City. This section shall not apply to Litigation Expenses as defined in Section 18.

A. The Tribe agrees to pay the City all service fees and impact fees established by City resolution prior to the service being provided or the impact realized, provided that such fees are established on a City-wide or area-wide basis, equal to at least 20.0% of the area of the City, and not applicable solely to the Tribe.

B. The Tribe will pay the City, on a monthly basis, within thirty (30) days of billing, for the actual cost of all City expenses related to providing any of the services performed by the City, their consultants or contract services, as set forth in Sections 2 and 3 of this Agreement.

C. Where payments are to be made quarterly, the Tribe will pay the City on the City's first business day after the first day of January, April, July, and October following any quarterly period, or part thereof, during which the Gaming Facility is in operation. The first payment will be paid for the pro-rated number of days the Gaming Facility was in operation during its first quarter, divided by the actual number of days in that quarter, multiplied by the quarterly amounts stated in this Agreement.

D. Where payments are to be made annually, the Tribe will pay the City on the City's first business day after July first following any quarterly period, or part thereof, during which the gaming facility is in operation. The first payment will be paid for the pro-rated number of days the Gaming Facility was in operation during its first year, divided by 365 days, multiplied by the annual amounts stated in this Agreement.

E. Fifty percent (50%) of funds received by the City from the State of California pursuant to the Class III gaming compact between the Tribe and the State or from the State Special Distribution Fund shall be credited against the mitigation payments to be paid by the Tribe to the City pursuant to this Agreement and any subsequent agreements entered into by the Parties.

F. One-time fees will be paid as described elsewhere in this Agreement.

G. All payments, by the Tribe shall be made payable to the City of Ridgecrest and delivered to the City Manager, or his designee.

5. Quarterly Mitigation Payments. The Tribe and the City agree that, because of the status of the Trust Lands, the City will lose potential tax revenues from the land and the improvements thereon and from certain commercial activities that the Tribe may conduct on the Trust Lands. In order to mitigate this loss of revenue, and to compensate the City for the

provision of law enforcement and fire protection services to the Trust Lands, as well as to contribute to the provision of problem gambling support services by the City, the Tribe shall pay to the City a Mitigation Payment in the sum of \$100,000.00 each quarter. This sum shall be adjusted to the quarterly payments of the amount of one quarter of Two Percent (2%) (i.e., 0.5% per quarter) of the appraised value of the land and Gaming Facility after the completion of construction, but shall in no event be less than the minimum quarterly mitigation payments of \$100,000. The Parties shall mutually agree upon and appoint an independent appraiser to conduct the appraisal, at the Tribe's expense. The appraiser shall assess the appraised value based on the construction cost of the Gaming Facility, because there are no comparable properties. The City shall allocate this Mitigation Payment to the needs of law enforcement, fire protection, problem gambling programs, and other needs as the City so determines in its sole discretion.

6. Payment for Critical Municipal Services. The Parties recognize that the gaming facility to be developed and operated by the Tribe will necessitate an increase of critical municipal services in the area surrounding the Trust Lands. The Parties have agreed that, based on the size of the Tribe's proposed gaming facility and the projected number of patrons and employees, Tribe shall make the following payments to City:

A. A one-time payment of \$80,000 to City to be used by City for a new police patrol car, which shall be used by City at its sole discretion in and surrounding the City of Ridgecrest and in the area surrounding the Trust Lands; and

B. Annual fees of \$128,000 for additional critical municipal services, which shall be paid to City in quarterly installments. This amount shall be increased to \$260,000 per year, paid to City in quarterly installments, upon the potential completion of the construction of a hotel and/or arena at the Tribal Lands, if Tribe decides to construct such in the future. The amount shall be increased to \$388,000 per year, paid to City in quarterly installments, upon the potential completion of the construction of an entertainment complex at the Tribal Lands, if Tribe decides to construct such in the future.

The sums set forth in section 6B, above, shall be increased annually in accordance with the Consumer Price Index. The sums may exceed the Consumer Price Index by mutual consent, to be consistent with then current costs to the City of providing these services. These figures shall not be reduced unless such reduction is agreed to by City.

7. Emergency Medical Services. The Tribe shall contract with a private ambulance provider to provide emergency medical services to the Gaming Facility.

8. Enforcement of State Law and Municipal Code on Trust Lands.

A. The City shall have authority to enforce State laws on the Trust Lands to the extent authorized by Public Law 280. City shall have authority to enforce the provisions of Ridgecrest Municipal Code (“Municipal Code”) Chapter 4 (excluding Article 1 but including Section 4-501), Chapter 5, and Article 17-1 of Chapter 17. Enforcement of these Chapters will be done pursuant to Article 2 of Chapter 1 of the Municipal Code. In the event that these provisions of the Municipal Code are materially revised by action of the City Council, they shall only be applicable to the Tribe if the Tribe so consents.

B. The Tribe shall adopt Fire Codes that are substantially similar to Article 17-2 of Chapter 17 of the Municipal Code.

C. City will attempt to notify the Gaming Facility’s security director and/or general manager before taking extraordinary action (over and above usual patrols and response to calls for service) at the Gaming Facility, except when, in the good faith and reasonable judgment of the City law enforcement officers involved, doing so would compromise officer safety or the integrity of a criminal investigation. City law enforcement and the Gaming Facility security agree to cooperate and work together in matters concerning violations of the law. Gaming Facility security will allow City law enforcement access to security video recordings and Trust Lands when conducting criminal investigations.

9. Roads and Traffic Circulation. The Tribe will cause a traffic study to be conducted to determine the traffic impacts of its proposed uses of the Trust Lands. The Tribe will mitigate traffic and circulation issues in conformity to the applicable law. The Tribe agrees to pay all required traffic mitigation fees consistent with City fee programs and ordinances.

10. Sewer and Water Service.

A. The Tribe shall provide for the treatment and disposal of sewage generated on the Trust Lands. If the Tribe connects to the City’s sewer collection system, the Tribe will pay fees, obtain required easements for sewer infrastructure, construct to City sewer infrastructure standards, and dedicate to the City such sewer infrastructure. No use shall occur on the Trust Lands, other than the construction of the Gaming Facility, until sewer service is completed and inspected pursuant to this Agreement. Any approvals by the City required to

implement this section shall not unreasonably be withheld, and the standards and fees referred to in this section shall be substantially identical to those applied to similarly situated users.

B. The Tribe shall provide for a water supply for the Trust Lands and may apply for water service with the local water district. No use, other than the construction of the Gaming Facility, shall occur on the Trust Lands until water service is completed and inspected pursuant to this Section and Sections 2 and 3 of this Agreement.

C. The Tribe shall acquire the Trust Lands subject to all existing City rights-of-way and easements for the provision of sewer and water.

11. Solid Waste Disposal. The Tribe shall contract for solid waste disposal with the City's franchised waste hauler at their usual commercial rates.

12. Employment of City Residents. The Tribe shall work in good faith with the City, to employ qualified residents at the Gaming Facility to the extent permitted by applicable law. The Tribe shall offer training programs to assist City residents to become qualified for positions at the Gaming Facility to the extent permitted by applicable law. Nothing in this Section 10 shall be interpreted to limit or modify in any way the Tribe's policy of Indian preference in employment.

13. Allowed Gambling Age in Casino. The City has requested, and the Tribe agrees, that the Tribe will restrict the age for gambling, in the casino, to 21 years of age, or older. No one under the age of 21 years will be allowed to gamble.

14. Payment for Future Development. The Tribe and the City recognize that additional development may occur on Tribal land within the jurisdiction of the City. The Tribe agrees to negotiate in good faith with the City to mitigate the off-reservation impacts of any future development. If in the future the Tribe constructs a hotel, the Tribe will join the "District Association" and make quarterly payments to the City in the sum of the equivalent of a Ten Percent (10%) transient occupancy tax ("TOT").

15. Dispute Resolution.

A. Meet and Confer Process. In the event the City or the Tribe believes that the other has committed a possible violation of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within fifteen (15) days of the date of service of said request, provided that if the complaining Party believes that the problem identified creates a

threat to public health or safety, the complaining Party may proceed directly to arbitration as provided in Subsection E below.

B. Notice of Disagreement. If either Party is not satisfied with the result of the meet and confer process, such Party may provide written notice to the other, identifying and describing any alleged violation of this Agreement ("Notice of Disagreement"), with particularity, if available, and setting forth the action required to remedy the alleged violation.

C. Response to Notice of Disagreement. Within fifteen (15) business days of service of a Notice of Disagreement, the recipient Party shall provide a written response either denying or admitting the allegation(s) set forth in the Notice of Disagreement, and, if the truth of the allegations are admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. The failure of the recipient Party to serve a timely response shall entitle the complaining Party to proceed directly to arbitration, as provided in Subsection E below.

D. Expedited Procedure for Threats to Public Safety. If the City or the Tribe reasonably believes that the other's violation of this Agreement has caused or will cause a significant threat to public health or safety, resolution of which cannot be delayed for the time periods otherwise specified in this Section 16, the complaining Party may proceed directly to the arbitration Procedures set out in Subsection E below, without reference to the processes set out in Subsections A, B, and C above, and seek immediate equitable relief. At least twenty-four (24) hours before proceeding in this manner, the complaining Party shall provide to the other a written request for correction and notice of intent to exercise its rights under this Subsection D, setting out the legal and/or factual basis for its reasonable belief that there is a present or an imminent threat to public health or safety.

E. Binding Arbitration Procedures. Subject to prior compliance with the meet and confer process set out above in Subsection A, and the Notice and Response process in Subsections B and C, and except as provided in Subsection D, either Party may initiate binding arbitration to resolve any dispute arising under this Agreement. The arbitration shall be conducted in accordance with the following procedures:

(1) The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

(2) The arbitration shall be held in the City of Ridgecrest, California, unless otherwise agreed. The arbitrator shall be empowered to grant compensatory, equitable and declaratory relief.

(3) If either Party requests an oral hearing, the arbitrator shall set the matter for hearing. Otherwise, the arbitrator shall decide whether to set the matter for hearing.

(4) The resulting award shall be in writing and give the reasons for the decision. Judgment on the award rendered by the arbitrator may be entered in the United States District Court for the Eastern District of California. The costs and expenses of the American Arbitration Association and the arbitrator shall be shared equally by and between the Parties unless the arbitrator rules otherwise.

16. Judicial Review. The Parties consent to judicial enforcement of any award in arbitration, which enforcement shall be in the United States District Court for the Eastern District of California. Service of process in any such judicial proceeding is waived in favor of delivery of court documents by Certified Mail -Return Receipt Requested to the following:

FOR THE TRIBE:	FOR THE CITY:
Tribal Chairperson	Mayor
Timbisha Shoshone Tribe	City of Ridgecrest
621 West Line St., Suite 108	100 W. California Ave.
Bishop, CA 93514	Ridgecrest, CA 93555-4054
Telephone: (760) 872-3614	Telephone: (760) 499-5000
	Facsimile: (760) 499-1500

17. Limited Waiver of Tribal and City Sovereign Immunity. The Tribe agrees to waive its sovereign immunity in favor of the City as to any dispute that arises out of this Municipal Services Agreement or the activities undertaken by the Tribe on the Trust Lands, pursuant to the terms set forth herein for enforcement. The Tribe's governing body shall execute a formal Resolution of Limited Waiver of Sovereign Immunity substantially identical to attached Exhibit C. The City agrees that it has waived its sovereign immunity for purposes of the enforcement of the terms of this Agreement.

18. Attorneys' Fees. In the event either party commences an Action (as defined herein) against the other party which arises out of a Default of, breach of, failure to perform this

Agreement or otherwise related to this Agreement, then the Prevailing Party in the Action shall be entitled to recover its Litigation Expenses (as defined herein) from the other party in addition to whatever relief to which the Prevailing Party may be entitled. For the purposes of this section, the term "Action" means any lawsuit, court or administrative proceeding (whether of a legal or equitable nature), arbitration or mediation (whether binding or non-binding), or any other alternative dispute resolution procedure, and the filing, recording, or service of any process, notice, claim, lien, or other instrument which is a prerequisite to commencement of the Action. For the purposes of this section, the term "Litigation Expenses" means all costs and expenses, to the extent such are reasonable in amount, that are actually and necessarily incurred in good faith by the Prevailing Party directly related to the Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other cost or expense reasonably and necessarily incurred by the prevailing party in good faith and directly related to the Action. For the purposes of this Section, the term "Prevailing Party," shall have the meaning ascribed in California Code of Civil Procedure §1032(a)(4).

19. Indemnification. Except as to the sole negligence, active negligence, or willful misconduct of the City, the Tribe expressly agrees to and shall indemnify, defend, release, and hold the City, their officials, agents, servants, employees, attorneys and contractors harmless from and against, any claim, liability, loss, damage, entry, cost, or expense (including, but not limited to, attorneys' fees expert fees, and court costs) which arises out of or is in any way connected with the Tribe's performance under this Agreement. This indemnification provision shall apply to any act or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the employees, agents, servants, or subcontractors of the Tribe or its tenants. The Parties expressly agree that the obligations of the Tribe under this Section shall survive the expiration or early termination of the Agreement.

20. Authority to Contract. Tribe represents and confirms that it has the express and undisputed authority to enter into this Agreement with City, and to bind Tribe to all obligations herein. If this Agreement is challenged by a third party based, in whole or in part, on Tribe's authority, or lack thereof, to enter into this Agreement, Tribe expressly agrees to and shall indemnify, defend, release, and hold the City, their officials, agents, servants, employees,

attorneys and contractors harmless from and against any such claim, liability, loss, damage, entry, cost, or expense (including, but not limited to, attorneys' fees expert fees, and court costs). Tribe further agrees to indemnify, defend, release, and hold the City, their officials, agents, servants, employees, attorneys and contractors harmless from and against any lawsuit, petition, or any other challenge to City's authority, including but not limited to any environmental challenges, to enter into and/or perform the obligations set forth in this Agreement.

21. Support for Trust Application. In consideration for the obligations undertaken by the Tribe herein, the City shall provide the correspondence attached as Exhibit D to the United States Department of Interior, Bureau of Indian Affairs, in support of the application of the Tribe to the United States, and shall request the United States to take the lands identified in Exhibit A into trust for the benefit of the Tribe, and respond to inquiries about the Tribe's trust application from the Bureau of Indian Affairs in a manner that is consistent with Exhibit D.

22. Tribal-City Advisory Committee. The City and the Tribe agree to establish a permanent committee, to be known as the Tribal-City Advisory Committee. The jurisdiction of the Committee shall include questions related to implementation of this Agreement, proposals for the amendment of this Agreement, and concerns over any matter within the scope of this Agreement.

A. Composition of Committee. The Committee shall be composed of three members designated by the City Manager of the City of Ridgecrest, or his designees, and three members designated by the Tribe, for the purpose of addressing any issues arising under or relating to this Agreement.

B. Open Meetings. Committee meetings shall be open to the public, and Committee members may invite staff and associates as they deem appropriate to participate.

C. Meeting Times. The Committee shall meet on a quarterly basis, or more frequently, according to procedures established by the Committee.

D. Authority of Committee. The Committee may make recommendations to the Tribe and the City, including recommended amendments to this Agreement, which both Parties shall consider before implementing any actions concerning the subject matter of this Agreement.

23. Other Development Projects. The Parties understand and agree that the Tribe may in the future undertake other development projects on the Trust Lands. In order to preserve

their good relations and in the best interests of the surrounding community, the Tribe and the City agree that the Tribe shall undertake no new development that would be inconsistent with the moral climate of the community, including but not limited to adult entertainment and sexually oriented businesses as defined in the City's Development Code. If the Tribe should undertake new development projects, it will notify the City at least three months prior to the commencement of construction of the new project and will negotiate in good faith with the City concerning an agreement for the protection of the Parties' interests and the well-being of the surrounding community.

24. Amendments. This Agreement may be amended by mutual agreement of the Parties and must be amended prior to the acquisition of any land in trust by the Tribe not identified in Exhibit A. The parties will meet annually to review this Agreement and the Parties' performance of their obligations under it. To the extent that either of the Parties believes that the Agreement should be amended, the Parties agree to negotiate on such amendments in good faith in order to further the objectives of this Agreement.

25. No Third Party Beneficiaries. This Agreement is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

26. Term. This Agreement shall become effective upon its execution by the parties hereto and shall continue in effect for a period of twenty (20) years from the opening date of the Gaming Facility, provided that, if the Tribe is informed by the Secretary of the Interior that the United States will not take the land into trust or that the Tribe may not conduct gaming activities thereon, then this Agreement shall terminate thirty (30) days after the Tribe is so informed. No sooner than eighteen (18) months prior to the aforementioned termination date, either party may request the other party to enter into negotiations to extend this Agreement or enter into a new agreement. If the parties have not agreed to extend the date of this Agreement nor entered into a new Agreement by the termination date, this Agreement will automatically be extended for not more than five (5) years, unless the parties have agreed to an earlier termination date.

27. Approval by the Department of the Interior. The parties will submit this Agreement to the Department of the Interior for either (a) approval pursuant to 25 U.S.C. Section 81, or (b) a written response from the Department of the Interior that this Agreement does not require approval under 25 U.S.C. Section 81 to be enforceable.

WHEREFORE, IN WITNESS THEREOF, the Parties hereby execute and enter into this Agreement with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

DATED: _____

TIMBISHA SHOSHONE TRIBE

By: George Gholson
Its: Chairman

By: Eleanor Jackson
Its: Secretary/Treasurer

DATED: _____

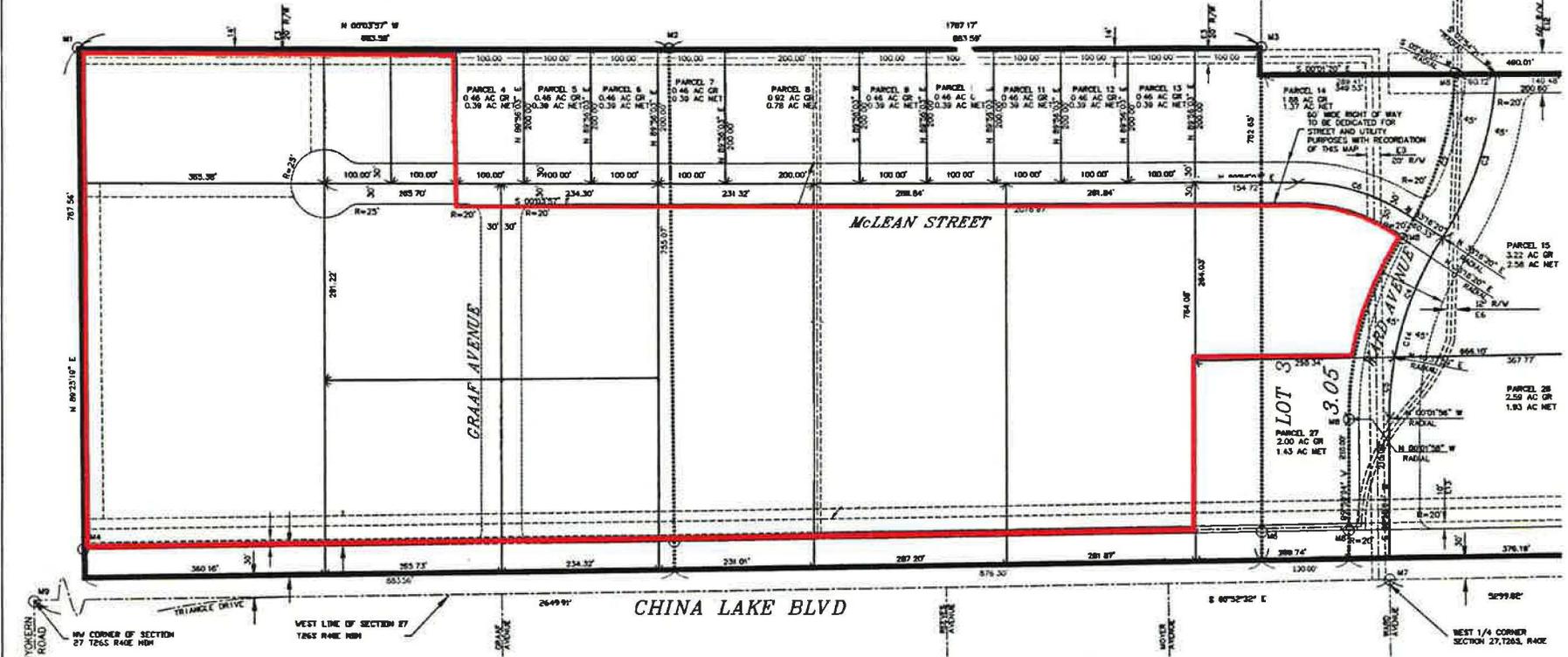
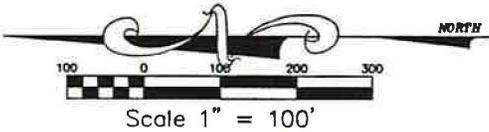
CITY OF RIDGECREST

By: Margaret Breeden
Its: Mayor

Seal

EXHIBIT A

NAVAL AIR WEAPONS CENTER
CHINA LAKE



SEE SHEET 3

STREET CENTERLINE CURVE DATA

NUMBER	DELTA	TANGENT	RADIUS	LENGTH	CHORD
C1	331816	145.71	487.15	283.17	279.20
C2	307215	132.66	487.15	259.08	256.04
C3	302159	132.20	487.15	258.19	255.18
C4	283821	87.52	487.15	182.49	181.24
C5	103925	43.47	487.15	90.68	90.55
C6	332017	89.83	500.00	174.58	172.11
C7	195228	106.31	763.49	211.35	210.58
C8	089047	53.41	763.49	108.64	108.55
C9	137810	104.45	763.49	207.41	208.97
C10	001918	2.14	763.49	4.28	4.28
C11	072502	49.42	763.49	98.71	98.64
C12	232848	159.26	763.49	314.25	312.03
C13	232848	159.26	763.49	314.25	312.03
C14	331816	145.71	487.15	283.17	279.20

PARCEL MAP 10819

RECORDER'S CERTIFICATE - FILED THIS 4 DAY OF SEPTEMBER 2002 AT 2:00 P.M.
IN BOOK 22 OF PARCEL MAPS AT PAGE 130 AT THE REQUEST OF JOE POLLOCK.

JAMES W. MAPLES
COUNTY ASSESSOR/RECORDER
COUNTY OF KERN

BY *[Signature]*
deputy RECORDER

130

202-145901

11-4A PM 10819 M-1

130

EXHIBIT B

The following uses may be developed in conjunction with the gaming facility specifically authorized under this agreement. All uses shall be supportive uses to the gaming facility and shall include but are not limited to:

- Hotel
- Small-scale Amusement Park, including video arcades and miniature golf
- Bowling Center
- Restaurants/Coffee Shops/Snack Bars
- Night Clubs or Bars (includes live entertainment)
- Entertainment Venue
- Tribal Gaming Commission Offices
- Tribal Government Offices

EXHIBIT C

**GENERAL COUNCIL
of the
TIMBISHA SHOSHONE TRIBE**

**Approving the Limited Waiver of the Tribe's Immunity from Suit
Set Forth in the Municipal Services Agreement
Entered into with the City of Ridgecrest, California**

WHEREAS, The Timbisha Shoshone Tribe is a federally recognized Indian Tribe (the "Tribe"), whose recognition was acknowledged through the 25 C.F.R. 83 process effective January 3, 1983;

WHEREAS, The Tribe is organized under a constitution which was ratified by a vote of the Tribe in an election held on March 29, 2014, and approved by the Secretary of the Interior on May 12, 2014 (the "Constitution");

WHEREAS, The General Council is the governing body of the Tribe, pursuant to Article IV, Section 2 of the Constitution;

WHEREAS, The Constitution provides at Article V, Section 1(c)(5) that the power to waive the Tribe's immunity from suit is reserved to the General Council;

WHEREAS, The Constitution provides at Article V, Section 2(a) that the Tribal Council is empowered to consult, negotiate, contract or conclude agreements with local governments on behalf of the Tribe;

WHEREAS, The General Council finds that it is in the best interests of the Tribe to pursue the development of a gaming facility in order to provide economic development to support the sovereignty and self-determination of the Tribal Government and to provide support to the Tribal membership;

WHEREAS, The General Council finds that it is in the best interests of the Tribe to enter into a municipal services agreement with the City of Ridgecrest, California, to mitigate the off-reservation impacts of the gaming facility;

WHEREAS, The General Council acknowledges that the Tribal Council has negotiated and executed a Municipal Services Agreement dated _____ (the "MSA"), consistent with the Tribal Council's authority pursuant to Article V, Section 2(a);

NOW, THEREFORE, BE IT RESOLVED, The General Council hereby approves the limited waiver of the Tribe's immunity from suit set forth in the MSA attached hereto as Exhibit A;

BE IT FURTHER RESOLVED, the General Council hereby authorizes the officers of the Tribal Council to execute the MSA on behalf of the Tribe.

CERTIFICATION

We the undersigned duly elected officials of the Timbisha Shoshone Tribe do hereby certify under penalty of perjury that on this the ____ day of _____, 2016, the foregoing resolution was adopted by the General Council in accordance with the provisions of the Constitution, by a vote of:

_____ FOR, _____ AGAINST, and _____ ABSTAINING.

Chairperson

Secretary/Treasurer

EXHIBIT D

Regional Director
Pacific Region
Bureau of Indian Affairs
2800 Cottage Way
Sacramento, CA

Re: Timbisha Shoshone Tribe Fee to Trust Application

Dear Regional Director,

We are writing this letter in support of the fee to trust application submitted by the Timbisha Shoshone Tribe (the “Tribe”) for the parcel described in the Exhibit A attached hereto (the “Trust Parcel”) which is located within the exterior boundaries of the City of Ridgecrest (the “City”).

The Tribe has approached the City in a cooperative manner to seek our endorsement for the development of a gaming facility on the Trust Parcel. The City has examined the off reservation impacts and benefits of the proposed project. The Tribe and the City have entered into a Municipal Services Agreement (“MSA”) which we believe addresses the off reservation impacts of the proposed project and puts into a binding agreement the framework for a mutually beneficial government-to-government relationship between the City and the Tribe.

The MSA will provide for payments to the City to mitigate the impact of the removal of the Trust Parcel from the property tax rolls, and also to mitigate the costs the City will incur to provide law enforcement and fire protection services to the Trust Parcel. In addition, the MSA requires the Tribe to negotiate with the City in good faith concerning future proposed developments on the Trust Parcel, and contains an enforceable waiver of the Tribe’s immunity from suit.

The gaming facility, located within the Tribe’s ancestral territory, will provide the Tribe with a foundation for its self-sufficiency and sustainability as a government able to provide services to its citizens.

We value the cooperative and respectful relationship with the Tribe that we have developed. The City whole-heartedly endorses the Tribe’s fee to trust application for the Trust Parcel. If you have any questions concerning this matter, please do not hesitate to contact us for more information.

Sincerely yours,

Mayor of Ridgecrest

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

SUBJECT:

Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of May 18, 2016

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of May 18, 2016

FISCAL IMPACT:

None

Reviewed by Finance Director:

ACTION REQUESTED:

Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Approve Draft Minutes

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

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

**May 18, 2016
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 – 5:30 p.m.

ROLL CALL

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

Council Absent: None

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

APPROVAL OF AGENDA

Pulled From Closed Session

GC54956.8 Local Agency Real Property Negotiations – Negotiation For Acquisition – Leroy Jackson Park – Agency Negotiators City Manager Dennis Speer And Recreation Supervisor Jason Patin

Document Substitution

- Substitute amended resolution to items 9 & 10 identifying previously recorded documents in the resolution title

Agenda Order

- Moved Item No. 12 to be discussed at the end of the meeting.

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

PUBLIC COMMENT (*Closed Session*)

- None Presented

CLOSED SESSION

GC54956.9 (d) (4) Conference With Legal Counsel – Potential Litigation – Public Disclosure Of Potential Litigant Would Prejudice The City Of Ridgecrest

Pulled Prior to Agenda Approval

GC54956.8 Local Agency Real Property Negotiations – Negotiation For Acquisition – Leroy Jackson Park – Agency Negotiators City Manager Dennis Speer And Recreation Supervisor Jason Patin

GC54957.6 Labor Negotiations – UFCW Local 8 – Agency Negotiator City Manager Dennis Speer

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
 - Undisclosed potential litigation – claim of Reed Blake, report received, claim denied and city clerk ordered to send out letter of rejection.
 - Real property negotiations pulled prior to closed session
 - Labor negotiations – report received, direction given to staff
- Other
 - None

PRESENTATIONS

1. **Presentation By The Ridgecrest City Council Of A Proclamation Recognizing Emergency Medical Services Week – May 15-21, 2016** Council
 - Council presented a proclamation to representatives of Liberty Ambulance and Kern County Fire Department recognizing Emergency Medical Services Week.

2. Presentation By The Ridgecrest City Council Of A Proclamation Recognizing Vietnam Veteran's Recognition Day Council

- Council presented a proclamation to Pat Richard and representatives of the Daughters of the American Revolution recognizing Vietnam Veteran's Recognition Day

3. Presentation By The Ridgecrest City Council Of A Proclamation Recognizing National Public Works Week – May 15-21, 2016 Council

- Council presented a proclamation to City Engineer and Assistant Public Works Director Loren Culp recognizing National Public Works Week

PUBLIC COMMENT (*Regular Session*)

Mike Neel

- Commented on Mr. and Mrs. Dale Howard situation.

Brian Costner

- Emily Heimsoth diagnosed with heart condition and fundraiser June 4 & 5 at Retro Records. Funds to pay for medical expenses for heart surgery and possible transplant.

Christina Witt

- Remembering the fallen poker run update provided. Fund raised to bring the traveling wall back to Ridgecrest for display. Thanked City of Ridgecrest for donation of Kerr McGee center for display

Dave Matthews

- Commented on generosity of City while old people lose their home

COUNCIL ANNOUNCEMENTS

Peggy Breeden

- Announced procedure for Casino discussion to allow opportunity for people to speak who have not had the chance and allow Council time to talk.

CONSENT CALENDAR

- 4. Accept For Filing The Investment Report For Quarter Ending March 31, 2016 Staheli**

5. Proposed Approval Of A Resolution Authorizing Program Supplement Agreement No. 031-N1 With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385r That Encumbers Two Hundred Twenty-Three Thousand, Two Hundred Dollars (\$223,200.00) And Authorize Tax Allocation Bonds From The Street Allocation In The Amount Of Five Hundred Sixty-Four Thousand And Ten Dollars (\$564,010.00) Be Used For Matching Funds And Authorizing The City Manager, Dennis Speer, To Sign The Program Supplement Agreement For Construction Of The Drummond Widening Project From Inyo Street To Downs Street Speer
6. Proposed Approval Of A Resolution Of The Ridgecrest City Council Authorizing The Purchase Of A Ford 10-Prisoner Transport Van Strand
7. Proposed Approval Of Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Special Town Hall Meeting Dated April 27, 2016 Ford
8. Proposed Approval Of Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Meeting Dated May 4, 2016 Ford

Items Pulled From Consent Calendar:

- Item Nos. 6, 7, and 8

Motion To Approve Consent Calendar Item Nos. 4 & 5 Made By Council Member Sanders, 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 Nos. 7 and 8 Discussion

Mike Neel

- Commented on each comment received not being recorded in the minutes.
 - Rachel Ford – responded with explanation and Brown Act provision regarding recording of the minutes and action of the Council.

Item No. 6 Discussion

Mike Neel

- Asked about the cost of the van and questioned purchasing the van if the jail does not close.
 - Ron Strand – responded with explanation.

Samantha

- Asked about things public can do to prevent jail closure.
 - Ron Strand – responded and encouraged public involvement.
 - Peggy Breeden – commented on additional funds required to keep the jail open and county inability to fund the program.

Motion To Approve Consent Calendar Item No. 6, 7, And 8 Made By Council Member Mower, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.

PUBLIC HEARING

- 9. Conduct A Public Hearing And Proposed Adoption Of A Resolution Approving A Summary Vacation Of A Drainage, Access And Utility Easement Across The Westerly 30 Feet Of City Owned Property In The City Business Park Identified As Assessor's Parcel Number 033-070-46, Lot Line Adjustments #'S 204206059 & 07-08, (Formerly Parcel 19 Of PM 10819)**

Culp

Loren Culp

- Presented staff report.

Public Hearing Opened at 6:45 p.m.

Brian Danielson

- Requested location
 - Loren Culp – complied with location description.

Dave Matthews

- Clarified utility interest.
 - Loren Culp – reviewed determination process with utilities to reach conclusion to vacate the easement

Public Hearing Closed at 6:49 p.m.

Motion To Approve Resolution Made By Council Member Sanders, 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

10. Conduct A Public Hearing And Proposed Adoption Of A Resolution Approving A Summary Vacation Of Access Easement Across The Northerly 30 Feet Of City Owned Property In The City Business Park Identified As Assessor's Parcel Number 033-070-46, Lot Line Adjustments #'S 204206059 & 07-08, (Formerly Parcel 19 Of PM 10819) Culp

Loren Culp

- Presented staff report.

Public Hearing Opened at 6:51 p.m.

- None presented

Public Hearing Closed at 6:52 p.m.

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

DISCUSSION AND OTHER ACTION ITEMS

11. Discussion And Proposed Action Approving Of A Letter Of Opposition To The Kern County Sheriff Regarding The Pending Closure Of The Local County Jail Mower

Mike Mower

- Presented staff report

Tom Wiknich

- Thanked Council for effort to oppose the closing of the jail.

Minute Motion To Approve Letter Of Opposition And Direct Staff To Compose The Letter For Mayor And Council Signatures Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

12. Presentation Of A Budget Update For FY 2015-2016

Staheli

Tyrell Staheli

- Presented staff report. PowerPoint presentation provided and will be available on the City website.
 - Mayor and Council asked questions and received responses from Tyrell.
 - Council requested item return on next agenda for additional discussion.

Public Comment

Mike Neel

- Commented on supporting documents being presented a minimum of one week prior to meeting and have these made public.

Stan Rajtora

- Requested explanation of CIP Rollover
 - Tyrell Staheli – explained Capital Improvements Plan
- Questioned ‘Other Funds’ numbers regarding Wastewater Fund.
 - Tyrell Staheli – explained property tax revenue schedule.
- Questioned Cash Balance on wastewater fund of \$15 million.
 - Tyrell Staheli – responded.

Richard Wagner

- Questioned Solid Waste revenue and Franchise Fee
 - Tyrell Staheli – responded.
- Questioned Measure ‘L’ comparison between years 2010 and 2015
 - Tyrell Staheli – trying to show we are continuing to maintain services.

David Coy

- Questioned typical error or confidence value
 - Tyrell Staheli – approximately 3%
- Questioned future year projections for next fiscal year
 - Tyrell Staheli – working on them now for presentation with the budget for FY 2016-17

Ginger

- Questioned the plan for additional expenses resulting in jail closure
 - a. Tyrell Staheli – recommendations given to Council and decision is approved by Council.

Council accepted report for filing.

13. Discussion Of A Budget Committee For Development Of The Draft Budget For Fiscal Year 2016-2017 **Breeden**

Peggy Breeden

- Presented staff report and made formal recommendation to choose 2 council members to work with staff to develop a draft budget.

Mike Mower

- Committee will be a Brown Act compliant and will meet monthly.

Dennis Speer

- Suggested this committee meet as a sub-committee of the City Organization committee.

Eddie Thomas

- Confirmed the meeting would be open to the public

Jim Sanders

- Requested clarification of purpose of the committee.

Mike Mower

- Explained the committee would monitor the budget and be apprised of issues in advance to be prepared to respond to questions from the public.

Dennis Speer

- Committee intent is to be involved in the 4 phases of budget development and implementation.

Motion To Approve Committee As A Sub-Committee Of The City Organization Committee 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

14. Discussion And Proposed Approval Of A Resolution To Authorize The City Manager, Or His Designee, To Execute A Municipal Service Agreement (MSA) With The Timbisha Shoshone Tribe **Parsons**

Gary Parsons

- Presented staff report.

Keith Lemieux

- Reviewed negotiation process and highlighted two changes which have been discussed. Language still being provided by City Attorney.
 - a. Agreement will contain language with full indemnity regarding authority or lack of authority to enter into agreement due to inter-tribal situations. Will provide defense costs for the City and any penalties levied on the City resulting from the MSA.
 - b. Tribe will abide by all terms and conditions to existing municipal code, changes in the future which directly affects the development they will have a right to provide input. Similar to a grandfather clause.
- ❖ Discussion held with Council, City Attorney, Chief of Police, and Economic Development Program Manager regarding concerns of the Council and proposed changes as outlined by the City Attorney.

- ❖ Gary Parsons provided a PowerPoint presentation related to potential cost and revenue projections directly impacting the City economy.

Public Comment opened at 8:30 p.m.

- Council received numerous comments and responded to questions from the public.

Public Comment Closed at 10:15 p.m.

Gary Parsons, City Attorney,

- Responded to accusations regarding tribal area; contract; and land acquisition.

10 minute recess

Tribal Comments

Nigel White

- Thanked Mayor, Council and people for allowing time to speak. Welcomed the tribe. Love the green and yellow, respect those with red. Hope you feel we have addressed most of the concerns. Do not think we can address all concerns. When it is open, encourage everyone to come see it. Everyone is welcome and if you don't visit, then we respect your position. Slides are compelling with \$20 million plus impact over 20 years. Spoke on comparison of tribe as a normal corporation and tribe is paying over 300% more. The municipal services agreement is as good as you can get. Numbers speak for themselves and I would not do this if it wasn't true. I do the numbers and then have people verify them. Cannot borrow at the bank without verified numbers. Commented on the tribes homestead land act map which shows their homeland. Casinos are very giving, there are plenty of negative reports out there but there is positive too. Casinos are generous to communities and charities. We believe this will be a profound success.

Tribal Chief

- Visited the Bishop casino this morning for breakfast. Not sure what most people imagine we are building. Not a huge casino, only 349 machines. Not going to be a huge crack den, prostitute ridden facility. I go to listen to the music, eat the food, no smoking in the restaurants. Attends church regularly, cable TV exposure is worse on a daily basis than going to a casino. I don't gamble. Spoke on tribal lands and the difficulty dealing with federal government regarding land. 27 years of working on a youth regional treatment center we are finally going to get 2 facilities. Commented on offers received by people who live in the county for land. Do not harbor hard feelings, too heavy to carry around. All are entitled to opinions and it's ok to not agree with everyone. I have not taken

things said about me personally. We were removed from our lands on the base so they can blow things up. Thank the council for their efforts and time.

Peggy Breeden

- Discussion now is what we are going to do. This will be very difficult. I have questions to be answered. Asked Keith to help understand, tribe buys property wherever in the City that becomes sovereign land in trust then go out and buy more pieces of property. What does this do for our community?
 - Keith Lemieux – don't know exactly as it is out of my knowledge.
 - George – we own land and pay taxes. Once land is taken into trust we no longer own the land and have to get permission to use it. Cannot borrow against land in trust. Our goal is to purchase land and make available for purchase to members. Tribe actually owns 3 acres. We are allowed to live on the land.

Jim Sanders

- Disappointed to hear the jesting comments making fun of the other side. The culture I know is that we respect each other, not even in jest.
- Don't want to vote tonight because language is yet to be written in the MSA.
- Regardless of how we vote we will alienate a large portion of our population right before the need to vote on Measure 'L'. I think it is important to let the people vote on this in the ballot. If I vote and it didn't go my way I wouldn't be mad at the government of council. Agree this is abdicating my responsibility. If my boss gives me a task then I do it. If my boss says he is going to take the task back I'm ok with it. The people are our boss so does not feel it is abdicating my responsibility.
- Understand the tribe's timeline but my first obligation is to my constituents so recommend putting on the ballot.

Lori Acton

- Understand and respect Jim's view but disagree. Feel it is our responsibility to make these decisions. Understand the impact on our community and also understand legislative versus moral issues. Society has set forth things they will and won't accept. Good versus bad outweighs each other and everyone has the right to choose but must take responsibility for consequences. We were elected as a whole person, not fair to drag out the divisiveness and we have a duty to protect our community. If we pass MSA and don't sell the land and they build somewhere else then City is covered. If we don't pass MSA then not covered. Don't feel we should keep dragging this out. Believe we have all listened and put in the effort that I am ready to make a decision and feel good about the choice I will make. In looking at the morality, we legislate in America and will use Bars as example. Ok to drink providing you meet certain restrictions. Gaming is the same. We have taken this a step further by having the tribe agrees to abide by State, Federal, and Local laws. They did not have to do this but the tribe wants to participate and make this work. Crime will happen regardless of the business

that pulls in more people. As a council we were elected to make a decision and not keep dragging it out.

Mike Mower

- Spent a lot of time on this and look at it as either we benefit the City or tribe goes away. I am ready to vote tonight for the benefit of the City.

Eddie Thomas

- Interesting Bible does not speak against gambling in the commandments. Jesus didn't speak it in his sermon. The Bible is not to give a list a do's or don'ts but to draw us closer to God. There will be repercussions from businesses, church's and citizens. Think we have explored this and the Mayor has done an excellent job of bringing in people and giving them the opportunity to be heard. Think it is our responsibility to make the decisions. Respect Mr. Sanders view but there are implications and timelines in bringing it to a ballot. Personally we are ready to vote.

Peggy Breeden

- When elected I thought what greater privilege to serve the people I love. With great joy comes unbearable sorrow because I have seen this community divide. Abraham Lincoln and Sensei spoke on towns not being able to stand if divided. This is probably the most difficult decision I have ever made. When I moved here and told I only had 6 months to live 20 years ago I knew I had a reason for being here. Kern Grand Jury report states we cannot continue on the same path. I do not know 10 businesses knocking on our door to come here. I have found my place. God gave me free will, he didn't tell me I had to go participate in it. But I also have a responsibility to not put obstacles in front of my fellow man. Believe it is my responsibility to make the decision. We have given you hours to speak and for you to say we rush this then you are wrong. I believe this is our responsibility. This is our team. We didn't do this perfectly, absolutely not, but we did what we felt we had to do and I am ready to make a decision. I respect your differences of opinion. I had two phone calls and was told that if I support this they won't purchase from me. Others said they would make sure I don't get elected again. That is your choice. I ask for honesty in all your decisions and your consideration.

Keith Lemieux – if motion is made that it would be subject to language approve by the City Attorney.

- Discussion of language changes.

Jim Sanders

- Bothered by the language changes and the idea that the tribe does not have to conform to future ordinances.

Mike Mower

- Requested paragraph 5 include the word 'minimum'

Gary Parsons

- Already added and includes the new tiered increases.

Keith Lemieux

- Can vote tonight in concept with direction to draft final agreement and return for final review and vote. Agreement not binding until Mayor signs it.

Council Member Acton Made A Motion To Approve The Municipal Services Agreement (MSA) In Concept And Direct Staff To Present The Final Agreement For Review, Approval, And Signature At A Subsequent Meeting With Changes As Described By City Attorney, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 4 Ayes (Mayor Breeden, Council Members Acton, Thomas, And Mower); 1 No (Council Member Sanders); 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: 4th 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: 4th Thursday each month at 5:00 p.m. as needed
Location: Council Conference Room B

- Meeting next Thursday

❖ **Ad Hoc Water Conservation Committee**

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

- Waiting for staff report

Parks, Recreation, and Quality of Life Committee

Members: Eddie Thomas; Lori Acton
Meeting: 1st 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: 2nd Wednesday of each month, 12:00 p.m. as needed
Location: Kerr-McGee Center Meeting Rooms

- No report

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

Members: Eddie Thomas; Lori Acton
Meeting: biannually 3rd Tuesday of the month at 4:00 p.m. as needed
Location: Kerr McGee Center Meeting Rooms

- No report

Ridgecrest Area Convention And Visitors Bureau (RACVB)

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

- No report

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Mike Mower

- Kern COG report on active projects

Peggy Breeden

- East Kern Air Pollution Control Board meeting looking at process to conference call meetings with board of supervisors and looking to secure grants.

Lori Acton

- BLM is 4th Thursday next week.

CITY MANAGER REPORT

Dennis Speer

- No Report

MAYOR AND COUNCIL COMMENTS

Mike Mower

- Appreciate work everyone has done on this project

Eddie Thomas

- Glad council went thru the process and don't want it to divide us. Respect my fellow Council members

Lori Acton

- Glad we voted and can move on
- Advised everyone about construction on Hwy. 395, use caution when driving.
- Proud of Burroughs graduates.

Jim Sanders

- No Comments

Peggy Breeden

- Appreciate this council on making a tough decision. Appreciate each member and especially Jim for standing firm in his convictions.
- Now we get to settle on the land and am sure this too will be very controversial.

ADJOURNMENT at 11:45 p.m.

Rachel J. Ford, CMC
City Clerk

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

SUBJECT: A Public Hearing regarding the annual assessments for the Landscaping and Lighting District No. 2012-1; and the Adoption of the Resolutions (1) Approving the Annual Engineer's Report and (2) Ordering the Levy and Collection of Assessments for Fiscal Year 2016-2017

PRESENTED BY:

Loren Culp, Assistant Public Works Director/City Engineer

SUMMARY:

At the May 6, 2016 City Council Meeting, the City of Ridgecrest City Council adopted two resolutions; initiating the annual proceedings and a resolution of intention to approve the Annual Engineers Report of the Landscaping and Lighting District No.2012-01. At that same meeting a public hearing date was set for June 1, 2016. The formation of Landscaping and Lighting District No. 2012-01 was established in June of 2012 pursuant to the provisions of the Landscaping and Lighting Act of 1972 and the California Constitution Article XIIIID, (Proposition 218). Per the 1972 Act and the Prop 218, an Annual Engineering Report of costs is prepared and a public hearing is required.

The City of Ridgecrest is perpetuating the District to continue a dedicated source of revenue to fund the expenses related to the special benefit to properties in the District for the ongoing maintenance, operation and services. These services include streetscape, landscape and street lighting improvements and electrical costs within the development of the residential subdivision known as Oriole Homes Inc., Tract No. 6740, in which are sixty-seven (67) single-family residential properties. These properties are located on the west side of College Heights Boulevard just north of Kendall Avenue.

Staff recommends that the City Council: 1) Open the Public Hearing to accept public testimony and any written protests regarding the yearly assessment. 2) Upon conclusion of the public testimony, close the public hearing and have the Council approve the Resolution approving the Annual Engineers Report and Order the levy and collection of assessments on the County tax rolls for fiscal year 2016-2017 as described in the report.

The deadline for making the County Tax rolls is July 8, 2016

FISCAL IMPACT:

2) If the County Tax roll deadline is not met, the City will incur staff costs in the collection of assessments.

ACTION REQUESTED:

- 1.) Conduct the Public Hearing to accept public testimony and written protest of yearly assessments
- 2.) Adopt the resolution approving the Engineer's Report
- 3.) Adopt the resolution Ordering the Levy and Collection of Assessments for Fiscal Year 2016-2017

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Karen Harker

Action Date: June 1, 2016

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RESOLUTION NO 16-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA, CONFIRMING THE ANNUAL ENGINEER'S REPORT FOR FISCAL YEAR 2016/2017 AND THE ASSESSMENT DIAGRAM CONNECTED THEREWITH;

The City Council of the City of Ridgecrest, California (hereafter referred to as the "City Council") hereby finds, determines, resolves and orders as follows:

WHEREAS, The City Council, pursuant to the provisions of *Part 2 of Division 15 of the California Streets and Highways Code*, did by previous Resolution order the Engineer, Willdan Financial Services, to prepare and file a report in accordance with *Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565*, in connection with the proposed annual levy and collection of assessments for the Landscaping and Lighting District No. 2012-1, (hereafter referred to as the "District") for the fiscal year commencing July 1, 2016, and ending June 30, 2017; and,

WHEREAS, The Engineer has prepared and filed with the City Clerk of the City of Ridgecrest and the City Clerk has presented to the City Council such report entitled "Landscaping and Lighting District No. 2012-1, Engineer's Annual Levy Report, Fiscal Year 2016/2017" (hereafter referred to as the "Report"); and,

WHEREAS, The City Council has carefully examined and reviewed the Report as presented, and is satisfied with the items and documents as set forth therein, and finds that the levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1: The above recitals are true and correct.

Section 2: The Report as presented consists of the following:

- a) A Description of the District and Improvements.
- b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance)
- c) A Description of the Method of Apportionment resulting in an Assessment Rate per Equivalent Benefit Unit (EBU) within said District for fiscal year 2016/2017. Said Assessment Rate for fiscal year 2016/2017 is less than or equal to the allowable adjusted maximum assessment rate per Equivalent Benefit Unit approved at the time the District was established. This adjusted maximum assessment rate is

based on an assessment range formula that includes an annual inflationary adjustment of (3.5%) to the previous fiscal year's maximum assessment rate. This inflation adjustment is applied to the maximum assessment rate each fiscal year whether the annual assessments levied are increased or not.

Section 3: The Report as presented or as amended is hereby approved, and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4: The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and final approval of the Report and the assessment diagram contained therein.

PASSED, APPROVED, AND ADOPTED this 1ST day of June, 2016.

Mayor
City of Ridgecrest

City Clerk
City of Ridgecrest

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

I, _____, City Clerk of the City of Ridgecrest, County of Kern, State of California do hereby certify that the foregoing Resolution No. _____ was regularly adopted by the City Council of said City of Ridgecrest at a regular meeting of said council held on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

City Clerk, City of Ridgecrest

RESOLUTION NO 16-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LANDSCAPING AND LIGHTING DISTRICT NO. 2012-1, FOR FISCAL YEAR 2016/2017

The City Council of the City of Ridgecrest, California (hereafter referred to as "City Council") hereby finds, determines, resolves and orders as follows:

WHEREAS, The City Council has by previous Resolutions initiated proceedings and declared its intention to levy special benefit assessments against parcels of land within the Landscaping and Lighting District No. 2012-1, (hereafter referred to as the "District") for the fiscal year commencing July 1, 2016, and ending June 30, 2017; pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500* (hereinafter referred to as the "Act") to pay the costs and expenses of operating, maintaining and servicing of the improvements located within the District; and,

WHEREAS, The Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council the Engineer's Annual Levy Report (hereafter referred to as the "Report") in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and,

WHEREAS, The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2016, and ending June 30, 2017, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities located within the District; and,

WHEREAS, The City Council has previously conducted a property owner protest ballot proceeding at the time the District was formed to establish the maximum assessment authorized for the District and the proposed assessments to be levied for Fiscal Year 2016/2017 as described in the Report are less than or equal to that authorized maximum assessment, and therefore comply with the approval provisions of the California State Constitution Article XIID.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1 The above recitals are true and correct.

Section 2 Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution approving or amending the Report prepared in connection with the levy and collection of assessments, and has considered the oral and written statements, protests and communications made or filed by interested persons. The City Council has determined that

the property owners in accordance with the requirements of the California State Constitution, Article XIII D have approved the assessments so presented.

Section 3 Based upon its review (and amendments, as applicable) of the Engineer's Annual Levy Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that:

- a) The land within the boundaries of the District will receive special benefit by the operation, maintenance and servicing of the improvements to be provided by the District and funded by the annual assessments.
- b) District includes the lands receiving such special benefit.
- c) The net amount to be assessed upon the lands within the District is in accordance and apportioned by a formula and method which fairly distributes the net special benefit amount among the eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2016, and ending June 30, 2017.

Section 4 The Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

Section 5 The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance and operation of and the furnishing of services and materials for landscape maintenance areas, street lighting and related appurtenant facilities and services.

Section 6 The maintenance, operation and servicing of the improvements shall be performed pursuant to the Act and the County Auditor of Kern County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 7 The City Treasurer shall deposit the money representing assessments collected by the County for the District to the credit of a fund for the Landscaping and Lighting District No. 2012-1, and such money shall be expended for the maintenance, operation and servicing of the improvements as described in the Engineer's Report.

Section 8 The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2016, and ending June 30, 2017.

Section 9 The City Clerk or its designee is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 1ST day of June, 2016.

Mayor
City of Ridgecrest

City Clerk
City of Ridgecrest

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

I, _____, City Clerk of the City of Ridgecrest, County of Kern, State of California do hereby certify that the foregoing Resolution No. _____ was regularly adopted by the City Council of said City of Ridgecrest at a regular meeting of said council held on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

City Clerk
City of Ridgecrest

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City of Ridgecrest

Landscaping and Lighting District No. 2012-1

ENGINEER'S ANNUAL LEVY REPORT FISCAL YEAR 2016/2017

Intent Meeting: May 4, 2016

Public Hearing: June 1, 2016

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www.willdan.com/financial



ENGINEER'S REPORT AFFIDAVIT

City of Ridgecrest

Landscaping and Lighting District No. 2012-1,

Tract No. 6740

This Report describes the District and the relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2016/2017 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 5th day of May, 2016.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of McFarland

By: Josephine P. Moses

Josephine Perez-Moses, Senior Project Manager
District Administration Services

By: Richard Kopecky

Richard Kopecky
R.C.E. # 16742



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Introduction

Pursuant to the provisions of the *Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500* (hereafter referred to as the “1972 Act”), and in compliance with the substantive and procedural requirements of *Article XIII D of the California State Constitution* (hereafter referred to as the “California Constitution”), the City Council of the City of Ridgecrest, County of Kern, State of California (hereafter referred to as “City”), annually levies and collects special assessments in order to provide annual maintenance for parks, landscaping and lighting improvements within the Landscaping and Lighting District No. 2012-1 (hereafter referred to as the “District”), which includes all lots and parcels of land within the planned residential development known as DR Horton (Tract No. 6740). This Engineer’s Report (hereafter referred to as “Report”) has been prepared in connection with the levy and collection of annual assessments related thereto as required pursuant to *Chapter 1, Article 4* of the 1972 Act.

The City Council will levy and collect annual assessments on the County tax roll for fiscal year 2016/2017, to provide funding for the ongoing costs and expenses required to service and maintain the street lighting and landscape improvements associated with and resulting from the development of the residential properties identified as Tract No. 6740 and known as the DR Horton development located on the west side of College Heights Boulevard, just north of Kendall Avenue. The improvements to be provided by the District and the assessments described herein are made pursuant to the 1972 Act and the provisions of the California Constitution.

This Report describes the District, the improvements, and the assessments to be imposed upon properties in connection with the special benefits the properties receive from the maintenance and servicing of the District improvements. The assessments outlined in this Report represent an estimate of the annual direct expenditures, incidental expenses, and fund balances that will be necessary to maintain and service the improvements to be provided by the District and are based on development plans and specifications for Tract No. 6740. The development plans and specifications for Tract No. 6740 and the associated improvements are on file in the Office of Public Works of the City of Ridgecrest and by reference these plans and specifications are made part of this Report.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessment Number (Assessor’s Parcel Number—“APN”) by the Kern County Assessor’s Office. The County Auditor/Controller uses Assessment Numbers and specific District Fund Numbers, to identify on the tax roll, properties assessed for special district assessments. Each parcel within the District will be assessed proportionately for only those improvements for which the parcel receives special benefit.

Each fiscal year, an annual engineer’s report for the District shall be prepared and presented to the City Council to address any changes to the District

including any annexations, changes to the improvements, budgets and assessments for that fiscal year. The City Council shall annually hold a noticed public hearing regarding these matters prior to approving and ordering the levy of assessments for the upcoming fiscal year.

This Report consists of five (5) parts:

Part I

Plans and Specifications: A general description of the properties and developments within the boundaries of the District and the improvements associated with the District is provided in this section of the Report. The District is being established with a single zone of benefit encompassing each of the residential properties within Tract No. 6740.

Part II

Method of Apportionment: A discussion of benefits the improvements and services provided to the properties within the District and the method of calculating each property's proportional special benefit and annual assessment. This section also identifies and outlines an assessment range formula that provides for an annual adjustment to the maximum assessment rate that establishes limits on future assessments, but also provides for reasonable cost adjustments due to inflation without the added expense of additional Ballot Proceedings.

Part III

District Budget: An estimate of the annual costs to operate, maintain, and service the landscaping, lighting, and appurtenant facilities installed and constructed in connection with the development of properties within the DR Horton development (Tract No. 6740). This budget includes an estimate of anticipated direct maintenance costs and incidental expenses including, but not limited to, administration expenses and collection of appropriate fund balances. The maximum assessment amount for each parcel represents that parcel's proportional special benefit of the estimated net annual costs to provide the improvements and excludes any costs that are considered general benefit or are funded by other sources. The assessments for fiscal year 2016/2017 reflected in the budget shall be based on the estimated annual cost of operating, maintaining, and servicing the improvements for fiscal year 2016/2017 as well as funds to be collected for authorized reserves or installments for long term maintenance activities that cannot be reasonably collected in a single fiscal year's assessments. The authorized maximum assessment (also referred to as the "Rate per Equivalent Benefit Unit") identified in the budget of this Report reflects the current maximum assessment for fiscal year 2016/2017 and shall continue to be adjusted annually by the Assessment Range Formula described in Part II of this Report.

Part IV

District Diagram: A Diagram showing the exterior boundaries of the District that encompasses each parcel determined to receive special benefits from the improvements. Parcel identification, and the lines and dimensions of each lot and parcel of land within the District, is inclusive of all lots and parcels of land within Tract No. 6740.

Part V

Assessment Roll: A listing of the authorized maximum assessment amount and the levy of assessments for each parcel for fiscal year 2016/2017. The assessment amounts for each parcel is based on the parcel's proportional special benefit as outlined in the method of apportionment and the assessment rates.

Part I — Plans and Specifications

Description of the District

The territory within this District consists of the lots and parcels of land within Tract No. 6740 within the City of Ridgecrest and referred to as the DR Horton development. This residential subdivision consists of sixty-seven (67) planned single-family residential home sites, associated public right-of-ways and easements as identified on the approved tract maps for Tract No. 6740, and by reference these maps and documents are made part of this Report. This District and the territory therein is currently identified on the Kern County Assessor's Parcel Maps as Book 510; Page 010, Parcel 12 (22.70 acres) and is generally located on the west side of College Heights Boulevard, just north of Kendall Avenue and will eventually include the residential streets designated as Del Rosa Drive, Rain Shadow Court, Salt River Drive, Majestic Sky Court and Wild Thorne Drive.

Improvements and Services

Improvements Authorized under the 1972 Act

As generally defined by the 1972 Act and may be applicable to this District, the improvements and associated assessments may include one or more of the following:

- The installation or planting of landscaping;
- The installation or construction of statuary, fountains, and other ornamental structures and facilities;
- The installation or construction of public lighting facilities including, but not limited to street lights and traffic signals;
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof;
- The installation of park or recreational improvements, including, but not limited to, all of the following:
 - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
 - Lights, playground equipment, play courts, and public restrooms.
- The acquisition of land for park, recreational, or open-space purposes or any existing improvement otherwise authorized pursuant to this section.

- The maintenance or servicing, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement including but not limited to:
 - Repair, removal, or replacement of all or any part of any improvements;
 - Grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
 - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
 - The removal of trimmings, rubbish, debris, and other solid waste;
 - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
 - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements;
 - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
- Incidental expenses associated with the improvements including, but not limited to:
 - The costs of the report preparation, including plans, specifications, estimates, diagram, and assessment;
 - The costs of printing and advertising, and publishing, posting and mailing of notices;
 - Compensation payable to the County for collection of assessments;
 - Compensation of any engineer or attorney employed to render services;
 - Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
 - Costs associated with any elections held for the approval of a new or increased assessment.

District Improvements

The purpose of this District is to ensure the ongoing maintenance, operation and servicing of local landscaping and lighting improvements and amenities established or installed in connection with development of the properties within the DR Horton residential subdivision (Tract No. 6740). The specific improvements to be maintained are identified in various plans and documents associated with Tract No. 6740, which are on file with the City and by reference these plans and documents are made part of this Report. These improvements generally include street lighting within and adjacent to the tract and the various landscaped areas on the perimeter of this development including the public

parkways and easements on the west side of College Heights Boulevard and the north side of Kendall Avenue.

Landscape Improvements

The landscape improvements for the District may include, but are not limited to turf, ground cover, shrubs and plants, natural vegetation, trees, irrigation and drainage systems, masonry walls or other fencing, hardscapes, monuments, and associated appurtenant facilities located in the public right-of-ways or landscape easements on the perimeter of Tract No. 6740 that have been dedicated to the City for maintenance. These landscape areas may include, but are not limited to the parkway and entryway areas located on the west side of College Heights Boulevard between Kendall Avenue and the northern boundary of Tract 6740 and the north side of Kendall Avenue between College Heights Boulevard to Del Rosa Drive. The maintenance and servicing of the improvements generally include, but are not limited to all materials, equipment, utilities, labor and incidental expenses including administrative expenses required for the annual operation of the District as well as the performance of periodic repairs, replacement and expanded maintenance activities as needed to provide for the growth, health, and beauty of landscaping and/or the proper operation and functioning of the irrigation and drainage systems as well as the related hardscape amenities including fencing and sidewalks within the public-right-of-ways. The following is a general description of the landscape improvements planned for this District and for which properties may be assessed:

College Heights Boulevard:

- Approximately 5,450 square feet of landscaped area located on the west side of College Heights Boulevard from the northern boundary of Tract 6740 (Northeast Corner of Lot 1) south to Salt River Drive including the entryway landscaping at the corner of Salt River Drive, which is adjacent to Lot 33. Including, but not limited to approximately:
 - 1,485 square feet of landscaped area in the street right-of-way;
 - 1,826 square feet of landscaped easement associated with Lot 1;
 - 613 square feet of landscaped easement associated with Lot 2;
 - 1,526 square feet of landscaped easement associated with Lot 33;
 - 15 Trees;
 - 207 Shrubs;
 - 25 vines attached to the masonry wall;
 - 313 linear feet of masonry wall;
 - 2,058 square feet of sidewalk area; and
 - The drip irrigation system for these landscaped areas.

- Approximately 3,982 square feet of landscaped area located on the west side of College Heights Boulevard from Salt River Drive south to Kendall Avenue including the entryway landscaping at the corners of Salt River Drive (adjacent to Lot 34) and Kendall Avenue (adjacent to Lot 61). Including, but not limited to approximately:
 - 2,850 square feet of landscaped area in the street right-of-way;
 - 76 square feet of landscaped easement associated with Lot 34;
 - 38 square feet of landscaped easement associated with Lot 59;
 - 1,018 square feet of landscaped easement associated with Lot 60;
 - 15 Trees;
 - 128 Shrubs;
 - 34 vines attached to the masonry wall;
 - 449 linear feet of masonry wall;
 - 1 metal gate;
 - 2,916 square feet of sidewalk area; and
 - The drip irrigation system for these landscaped areas.

Kendall Avenue:

- Approximately 1,480 square feet of landscaped area located on the north side of Kendall Avenue between College Heights Boulevard (adjacent to Lot 62) to Wild Thorne Drive including the entryway landscaping at the corner of Wild Thorne Drive (adjacent to Lot 67). Including, but not limited to approximately:
 - 1,310 square feet of landscaped area in the street right-of-way;
 - 170 square feet of landscaped easement associated with Lot 67 at the corner of Wild Thorne Drive;
 - 2 Trees;
 - 122 Shrubs;
 - 47 vines attached to the masonry wall;
 - 561 linear feet of masonry wall;
 - 3,486 square feet of sidewalk area; and
 - The drip irrigation system for these landscaped areas.
- Approximately 1,243 square feet of landscaped area located on the north side of Kendall Avenue between Wild Thorne Drive and Del Rosa Street including the entryway landscaping and easements at the corners of Wild Thorne Drive (adjacent to Lot 50) and Del Rosa Street (adjacent to Lot 49). Including, but not limited to approximately:
 - 1,243 square feet of landscaped area in the street right-of-way;

- 5 Trees;
- 69 Shrubs;
- 15 vines attached to the masonry wall;
- 186 linear feet of masonry wall;
- 1,530 square feet of sidewalk area; and
- The drip irrigation system for these landscaped areas.

Public Street Lighting Improvements

Public street lighting improvements to be funded by the District assessments may include, but are not limited to, electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities including, but not limited to:

- Sixteen (16) street lights located within Tract No. 6740 including:
 - 4 lights on the south side of Rainshadow Court
 - 3 lights on the north side of Salt River Drive
 - 2 lights on either side of Wild Thorne Drive
 - 3 lights on either side of Majestic Sky Court
 - 4 lights on the east side of Del Rosa Street
- Ten (10) street lights on the perimeter of Tract No. 6740 including:
 - 4 lights on the north side Kendall Street
 - 6 lights on the west side of College Heights Boulevard
- Any other public lighting facilities on the streets surrounding or adjacent to Tract No. 6740 including future traffic signals that may be deemed necessary or desired for the safe ingress or egress to the properties within the District.

Excluded Improvements

Not included as District improvements are improvements located on private property other than the areas designated above as easements. Such improvements and facilities including street trees shall be provided and maintained by the individual property owners.

Part II — Method of Apportionment

Based on the provisions of the 1972 Act and the California Constitution, this section of the Report summarizes an analysis of the benefits associated with the improvements and services to be provided by the District (both general and special); the resulting District structure (zones of benefit); the formulas used to calculate each parcel's proportional special benefit and assessment obligation based on the entirety of the cost to provide the improvements (method of assessment); and the establishment of an inflationary formula for such assessments to address anticipated cost increases due to inflation (assessment range formula).

Benefit Analysis

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include but are not limited to the construction, maintenance, operation, and servicing of landscape improvements, public street lighting and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2d defines District as:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;

Article XIID Section 2i defines Special Benefit as:

“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIID Section 4a defines proportional special benefit assessments as:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property

related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Each of the District improvements and the associated costs to maintain and service those improvements have been reviewed, identified and allocated to properties within the District based on special benefit pursuant to the provisions of the California Constitution and 1972 Act. The local improvements provided by this District and for which properties will be assessed have been identified as necessary, desired and required for the orderly development of the properties within District (Tract No. 6740) to their full potential, consistent with the development plans and applicable portions of the City's General Plan. As such, these particular improvements are clearly the direct result of developing each of the individual lots and parcels within the District and although the improvements are within the public right-of-ways or dedicated easements, the financial obligation to support and maintain such improvements would be necessary and required of the individual property owners either directly or through an association if this District was not established. Clearly these local improvements and the long term maintenance and servicing of those improvements directly affect each property and provide shared special benefits including, but not limited to:

- enhanced property safety (protection and access) from local street lights within and adjacent to the development;
- enhanced property and neighborhood appearance (esthetics) resulting from well-maintained landscaped areas, graffiti and debris control on the perimeter and entryways to the development; and,
- the long term economic and environmental advantages to properties including the enhanced presentation and marketability of properties that have such improvements, expanded green space and trees which reduce traffic noise and dust, and the long-term cost-efficiency of services being provided by the City (economy of scale) as well as the regulatory restrictions on future cost increases.

Based on the parameters of special benefit as outlined by the Constitution, general benefit may be described as an overall and similar benefit to the public in general resulting from the improvements, activity or service to be provided for which an assessment is levied. Although the District improvements are located on public streets that are visible to the general public, it is clear that the ongoing maintenance of these improvements are only necessary for the appearance, safety and advantage of the properties within the District and are not required nor necessarily desired by any properties outside the District boundary. As the improvements and the services to be provided are specific to the development and properties within the District boundaries and these improvements and services do not extend beyond the District boundaries (The District encompasses all properties receiving special benefits), any access or proximity to these improvements by other nearby properties or developments would be considered

incidental and the potential general benefits to the public at large are considered intangible. Therefore, it has been determined that these District improvements provide no measurable or quantifiable general benefit to properties outside the District or to the public at large.

The method of apportionment (method of assessment) established herein is based on the premise that each assessed property receives special benefits from the improvements, services and activities to be funded by such assessments, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits as outlined in the preceding definitions established in the California Constitution. The assessment revenues to be collected for the District provide a means by which property owners can collectively and effectively fund the cost of shared local improvements that directly impact their property. The District assessments will support the operation and maintenance of the District improvements and shall be used for only that purpose, consistent with the intent of the Act and the Constitution.

Assessment Methodology

The City proposes to annually levy and collect special benefit assessments in order to maintain and service the improvements associated with Tract No. 6740. The estimated annual cost to maintain the improvements are identified in the budget section of this Report, including all estimated annual expenditures; funding for long term repair, replacement and rehabilitation costs; incidental expenses necessary to operate and support the district including administration and authorized reserve; and any revenues from other sources or previous deficit funding that would adjust the amount to be assessed.

In order to calculate and identify the proportional special benefit received by each parcel and ultimately each parcel's proportionate share of the improvement costs it is necessary to consider not only the improvements and services to be provided, but the relationship each parcel has to those improvements as compared to other parcels in the District

Article XIIID Section 4a reads in part:

"...The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement or for the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The benefit formula used to determine the assessment obligation should therefore be based upon both the improvements that benefit the parcels within the District as well as the land use of each property as compared to other parcels that benefit from those specific improvements. To identify and determine the special benefit to be received by each parcel and its proportional share of the

improvement costs it is necessary to consider both the planned improvements and the properties that benefit from those improvements.

Landscaping and lighting improvements like most public improvements, provide varying degrees of benefit (whether they be general or special) based largely on the extent of such improvements, the location of the improvements in relationship to properties, the different types of properties associated with the improvements and the reason or need for such improvements as it relates to individual properties. To establish the proportional special benefit of each parcel, these factors need to be addressed and formulated in the method of apportionment by the use of benefit zones that reflect the extent and location of the improvements in relationship to the properties, as well as the specific use and size of each property which reflects each parcel's need for such improvements and its reasonable cost of the proportional special benefit as compared to other properties that benefit from those same improvements.

Zones of Benefit

In an effort to ensure an appropriate allocation of the estimated annual cost to provide various improvements based on proportional special benefits, Districts often times include benefit zones ("Zones") as authorized pursuant to Chapter 1 Article 4, Section 22574 of the 1972 Act:

"The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements."

While the California Constitution requires that "The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement..."; it is reasonable to conclude that certain landscaping and lighting improvements may benefit most if not all properties within a district while other improvements may only provide special benefits to specific parcels, developments or portions of the district (particularly in larger districts), while still other improvements may be identified and proportionately allocated as both special benefits and a general benefit.

Based on a review of the location and extent of the improvements for this District and the direct proximity and relationship to the properties therein, it has been determined that each parcel within Tract 6740 will receive proportionally similar special benefits from the local street lighting and landscape improvements located on the perimeter of the development and the establishment of benefit zones is not necessary. However, because this is the City's first development established as a 1972 Act district and it is likely that future developments in the City may facilitate a similar need, Tract 6740 has been established and referred to as Zone 01 for this District. While this Zone designation has no direct bearing

on the calculation of proportional special benefit at this time, it does establish an initial zone structure and naming convention that may be utilized for future developments or properties that may be annexed to this District under the provisions of the 1972 Act.

Details regarding the location and extent of the improvements within the District and the Zones therein are on file in the office of the Public Works Department and by reference these documents are made part of this Report. A diagram showing the exterior boundaries of the District is attached and incorporated herein under Part IV (District Diagram) of this Report.

Equivalent Benefit Units

In addition to the use of Zones, the method of apportionment established for this District to reflect the proportional special benefit of each parcel utilizes a weighted methodology of apportionment commonly referred to as an Equivalent Benefit Unit (EBU) methodology. This method of apportionment establishes the single-family home site as the basic unit of assessment. A single-family residential unit or lot is assigned one (1.0) Equivalent Benefit Unit (EBU) and other property types (land uses) are proportionately weighted (weighted EBU) based on a benefit formula that equates each property's specific characteristics and special benefits to that of the single-family residential unit. This proportional weighting may be based on several considerations that may include, but are not limited to: the type of development (land use), development-status (developed versus undeveloped), size of the property (acreage or units), vehicular trip generation, street frontage, densities or other property related factors including any development restrictions or limitations; as well as the property's location and proximity to the improvements (which would be addressed by its Zone designation).

For most local landscaping and lighting improvements and assessments, the most appropriate proportional special benefit calculation for each parcel is reasonably determined by three basic property characteristics:

- Proximity — As previously noted, each parcel in the District shall be identified and grouped into Zones based on each parcel's proximity and relationship to the District improvements;
- Land use — Commercial/Industrial Use; Residential Use, Institutional Use, Vacant Land (Undeveloped Property), Public Property etc.; and,
- Property Size — Acreage for non-residential properties (both developed and undeveloped); Units for residential properties. Property size (acreage or units) provides a definable and comparative representation of each parcel's proportional special benefit not only to similar types of properties but to other properties as well.

The District is comprised entirely of one planned single-family residential development in which each single-family residential lot has proportionally similar and equal special benefits from the improvements, the following provides a more

comprehensive method of apportionment (proportional benefit calculation) that incorporates other commonly classified land uses for comparison purposes and to establish an initial method of apportionment that may reasonably be applied to properties that could be annexed to this District in the future.

Note: The method of calculating the proportional (weighted) special benefit for the various land use types outlined in the following may be modified as needed to accurately reflect each parcel's proportional special benefits compared to other property types, if and when such land uses are annexed and incorporated into the District. **Single-Family Residential Property** — is defined as a fully subdivided residential home site with or without a structure. For purposes of establishing the proportional special benefits and equivalent benefit units for other land uses in this District, the single-family residential land use is designated as the basic unit of assessment and shall be assigned 1.000 EBU per parcel.

Multi-Family Residential & Mixed Use Property — is defined as a fully subdivided residential parcel that has more than one residential unit developed on the parcel. (This land use includes apartments, duplexes, triplexes, etc., but does not include condominiums, town-homes). This land use designation may also include properties identified by the County Assessor's Office as mixed use property for which there is more than one residential unit (known number of residential units) associated with the property and for which the parcel's primary use is residential, but may also include some commercial component or unit associated with that property.

Although multi-family residential properties receive similar special benefits to that of single-family residential property and an appropriate and comparative calculation of proportional special benefits is reasonably reflected by the parcel's total number of residential units, it would not be reasonable to conclude that on a per unit basis, the benefits are equal. Studies have consistently shown that multi-family units impact public infrastructure at reduced levels compared to a single-family residence, which is reflective of their reduced structure size, vehicular trip generation and need for various public improvements. Furthermore, as the density (number of units per parcel) increase, the average distance from the improvements tend to increase and the number of vehicular trips generated tend to decline because the population density per unit tend to decrease (largely because of reduced unit sizes). Based on these considerations, it is reasonable to conclude that the proportional special benefits per unit is less than that of a single-family residential property and appropriate weighting of the proportional special benefit per unit for multi-family residential properties as compared to a single-family residential is best represented by the following sliding scale: 0.625 EBU per unit for the first 5 units; plus 0.500 EBU per unit for units 6 through 25; plus 0.375 EBU per unit for units 26 through 50; plus 0.250 EBU per unit for units 51 through 100; plus 0.125 EBU per unit for units 101 or above.

Condominium/Town-home Property — is defined as a fully subdivided residential condominium or town-home parcel that typically has one residential unit associated with each Assessor's Parcel Number, but is part of a multi-unit

development for which each condominium or town-home parcel shares or has common interest (common area) with the other residential parcels in that development.

The development attributes of condominiums and town-homes tend to be a blend of the single-family residential and multi-family residential properties. Like multi-family residential properties, individual units within such developments usually do not have actual street frontage (where the local improvements are located, particularly as it relates to street lights). However, because condominium and town-home properties represent individual residential units that are usually privately owned, like single-family residential properties these properties tend to be owner occupied with relatively fewer vacancies per unit than multi-family residential properties, which in turn represents greater average vehicular trip generation per unit than multi-family residential properties. However, because this property type usually has a much higher development density (greater number of units per acre) than single-family residential properties the actual number of street lights per unit is clearly less than that of a single-family residential property and the average distance from the improvements tend to increase.

In consideration of the typical development characteristics discussed above, it has been determined that an appropriate allocation of special benefit for condominiums, town-homes and similar residential properties is best represented by an assignment of 0.750 EBU per unit. (Because these parcels typically represent a single residential unit or small group of units that are each privately owned, no adjustment for multiple units is applied to this land use as it is for multi-family residential properties).

Developed Commercial/Industrial Property — is defined as a developed property with structures (buildings) that is used or may be used for commercial purposes, whether the structures are occupied or not. This land use does not include parcels for which the primary use of the property is considered residential or Hotels and Motels (transient residential). This land use classification includes most types of commercial enterprises including but not limited to commercial retail; food services; banks; shopping centers; recreational facilities; office buildings and professional buildings, as well as industrial properties including service centers; warehousing and manufacturing. This land use classification also includes any parcel that may incorporate a single residential unit, but is also used in whole or in part for commercial purposes.

Clearly, the presence of local landscaping and/or street lighting improvements (or the lack thereof) has a direct and distinct impact on commercial/industrial properties and the businesses associated with those properties. Utilizing vehicular trip generation data outlined by the Institute of Transportation Engineers Informational Report, Seventh Edition; commercial/industrial properties generate on average approximately four (4) times the daily vehicular trips per acre than the trips generated by a single-family residential property (9.57 trips per single-family residential unit compared to 42.32 trips per acre for

commercial properties). While the actual daily trips generated by a particular commercial/industrial property may be greater or less than this average, it does provide a reasonable indicator of the proportionality of the special benefits associated with such properties. In support of this finding, an analysis of development densities throughout California indicates that on average for most cities, the combination of single-family and condominium developments yield approximately 4.06 residential units per acre.

While the preceding clearly suggests that the direct proportional special benefits to commercial/industrial properties is reasonably reflected by an apportionment of 4.000 EBU per acre, because most commercial/industrial parcels represents a separate and independent commercial enterprise or business, it has been determined that the proportional special benefit for any individual commercial or industrial parcel is at least equal to that of a single-family residential property. Therefore, a commercial/industrial parcel that is less than one-quarter of an acre in size shall be assigned 1.000 EBU (minimum EBU). Likewise, it is reasonable to conclude that there is a limit to the proportional special benefit that any single parcel receives from local landscaping and lighting improvements (maximum EBU) unless the improvements are specifically and only associated with that individual parcel. Generally, most commercial/industrial properties that are directly associated with landscaping and/or street lighting improvements tend to be less than ten acres (most significantly less), and for those greater than ten acres, a significant portion of the property is for parking or undeveloped, and their actual frontage along the public streets where the improvements are located is usually no greater than smaller parcels. Therefore, it is appropriate for commercial/industrial parcels not be assessed for any acreage greater than ten (10.00) acres, which sets the maximum EBU at 40.000 EBU for this land use classification.

Developed Hotel/Motel Property — Although Hotel/Motel Properties are certainly viewed as a commercial enterprise, and would have similar special benefits as commercial/industrial properties for landscape improvements, these properties clearly have a more significant nighttime use and traffic generation than other commercial/industrial properties that result from their transient residential activities. Clearly, the presence of local street lighting or the lack thereof can have a direct and significant impact on hotel and motel properties because of their heightened nighttime business activities. To reflect this increased proportional special benefit resulting from higher nighttime use and need for local street lighting as compared to other commercial/industrial properties, the proportional special benefits and assessments for this land use classification shall be based on 6.000 EBU per acre. As with commercial/industrial properties, minimum and maximum acreage limits shall be applied in calculating each parcel's individual assessment. These acreage limits result in a minimum Equivalent Benefit Unit of 1.500 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 60.000 EBU for parcels greater than ten acres.

Developed Institutional Property — is defined as developed private properties used for the purposes of public related services or activities, including but not limited to Colleges, Private Schools, Places of Worship, Day Care Centers, Fraternal Organizations, Hospitals, Convalescent or Retirement Homes, or other similar public service or assembly type properties.

Although properties in this land use classification are certainly considered non-residential properties, these properties certainly benefit less from local landscaping and lighting improvements than commercial/industrial properties based on several considerations: they represent businesses/operations that provide public related or community services (educational, medical care, religious etc.); they are generally non-profit organizations; and they usually have less weekly hours of operation and less vehicular trip generation than similar sized commercial/industrial properties. Based on these considerations, the Equivalent Benefit Units applied to these properties shall be based on 2.000 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.500 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 20.000 EBU for parcels greater than ten acres.

Developed Public Property — is defined as developed public or government owned property used for public related services or activities, including but not limited to city facilities including parks, community centers, fire and police stations, and city offices; county or state offices and facilities; federal, state or county court facilities; US postal service facilities; public schools; public utility facilities or offices; or other similar developed public properties.

While many of these properties have the potential to be converted or utilized as commercial or other non-residential enterprises, because their purpose and function is specifically for public related services and activities. They generally have no or limited nighttime use, and have an average vehicular trip generation that is similar to Institutional properties. Therefore, the Equivalent Benefit Units applied to these properties shall be based on 2.000 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.500 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 20.000 EBU for parcels greater than ten acres.

It should be noted however, that the County Tax Collector's Office typically identifies these properties as "Non-Taxable" and does not generate tax bills for such properties and as a matter of practical application, the calculated special benefit and assessment obligation for such properties cannot be collected through the tax roll as other District assessments. Therefore, in addition to any costs determined to be of general benefit, the City shall contribute to the District additional funding to cover the proportional assessment revenue that would otherwise be applied to these properties. Each fiscal year, the assessment engineer shall calculate the proportional special benefit and financial obligation associated with these properties and the annual budget shall reflect a City

contribution in an amount to the District that is equal to or greater than that calculated obligation. (The amount of that contribution need not be identified separately, but may be included as part of the City's overall annual contribution to the District). Because no actual assessment shall be levied on parcels classified as Public Property, as part of any notice and ballot proceedings being conducted in connection with the District, the ballots for these properties shall reflect a zero (\$0.00) assessment amount.

Parking Lot/Limited Use Property — This land use classification is applied to developed privately owned properties that the City considers not to be fully developed commercial/industrial, institutional or residential properties. This land use classification is typically applied to parcels that are identified as parking lots with limited or no buildings; but may also identify parcels that have limited or restricted non-residential use where the typical commercial/industrial or institutional classification is not applicable or appropriate. The Equivalent Benefit Units applied to these properties shall be based on 1.000 EBU per acre with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.250 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 10.000 EBU for parcels greater than ten acres.

Vacant Property —is defined as property that has been identified as undeveloped, but has reasonable development potential (Few or no development restrictions). When considering the special benefits from landscaping and lighting improvements it becomes evident that the proportional special benefits associated with vacant property is clearly less than that of developed properties. Although vacant properties certainly derive special benefits from local landscaping and lighting improvements, these special benefits are limited to the land (lot) itself. Conversely, approximately half of the direct and immediate special benefits for developed properties are related to the daily use or potential use of that property. Therefore, the Equivalent Benefit Units applied to these properties shall be based on 0.500 EBU per acre (half as much as Parking Lot/Limited Use Property) with the same minimum and maximum acreage limits that are applied to other acreage-based properties. These limits result in a minimum Equivalent Benefit Unit of 0.125 EBU for parcels less than one-quarter of an acre and a maximum Equivalent Benefit Unit of 5.000 EBU for parcels greater than ten acres.

Exempt Property (Parcel) — identifies parcels that for various reasons, it has been determined that the parcel does not and will not receive special benefits from the improvements. This land use classification may include but is not limited to:

- Lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County);
- Dedicated public easements including open space areas, utility rights-of-way, greenbelts, parkways, or other publicly-owned or utility-owned land that

serves the community or general public and are not considered or classified as developed public properties;

- Parcels of land that are privately owned, but cannot be developed independently from an adjacent property or is part of a shared interest with other properties, such as common areas, sliver parcels, bifurcated lots or properties with very restrictive development potential or use.

Because these properties either provide a public service that is comparable to landscaping or street lighting improvements, or they are dependent on another property or development, these types of parcels have no direct need for such improvements and are considered to receive no special benefits. Therefore these parcel shall be exempt from assessment and are assigned 0.000 EBU. However, these properties shall be reviewed annually by the assessment engineer to confirm the parcel's use and/or development status has not changed.

Special Case Property — In many districts where multiple land use classifications are involved, there may be one or more properties that the standard land use classifications do not accurately identify the use and special benefits received from the improvements or there may be something about that particular parcel that should be noted for review in subsequent fiscal years.

The Equivalent Benefit Units assigned to Special Case Properties will vary depending on the circumstances and reasons for treating each particular property as a Special Case. The Equivalent Benefit Unit(s) assigned to each such parcel may be based on adjusted acreage, units or a combination of those factors. The City and/or the assessment engineer tasked with the administration of the District shall annually review each parcel designated as a Special Case Property and based on that review shall make appropriate adjustments to that property's land use and Equivalent Benefit Unit assignment as warranted.

The following is a summary of property types and the Equivalent Benefit Unit assignments described in the preceding discussion of Equivalent Benefit Units.

Summary of Equivalent Benefit Unit Assignments

Land Use	Benefit Unit Calculations		
Single-Family Residential Property	1.000	per unit	
Multi-Family Residential & Mixed Use Property	0.625	per unit	(units 1-5)
	0.500	per unit	(units 6-25)
	0.375	per unit	(units 26-50)
	0.250	per unit	(units 51-100)
	0.125	per unit	(units greater than 100)
Condominium/Town-home Property	0.750	per unit	
Developed Commercial/Industrial Property	4.000	per acre	(minimum 1.000 EBU; maximum 40.000 EBU)
Developed Hotel/Motel Property	6.000	per acre	(minimum 1.500 EBU; maximum 60.000 EBU)
Developed Institutional Property	2.000	per acre	(minimum 0.500 EBU; maximum 20.000 EBU)
Developed Public Property	2.000	per acre	(minimum 0.500 EBU; maximum 20.000 EBU)
Parking Lot/Limited Use Property	1.000	per acre	(minimum 0.250 EBU; maximum 10.000 EBU)
Vacant Property	0.500	per acre	(minimum 0.125 EBU; maximum 5.000 EBU)
Exempt Property	0.000	per parcel	
Special Case Property	varied	based on circumstances associated with each parcel	

Allocation of Improvement Costs

Pursuant to the provisions of the California Constitution, the proportionate special benefit derived by each parcel within the District and its corresponding assessment obligation shall be determined in relationship to the entirety of the capital cost of a public improvement or the maintenance and operation expenses of a public improvement.

The benefit formula applied to parcels within this District is based on the preceding EBU discussion and table. Each parcel's EBU correlates the parcel's special benefit received as compared to the other parcels benefiting from the District improvements.

The following formula is used to calculate each parcel's proportional benefit:

$$\text{Property Type EBU} \times (\text{Acreage/Units/Parcel/Lot}) = \text{Parcel EBU}$$

An assessment amount per EBU ("Rate") for the District improvements is established by taking the total cost of the improvements and dividing that amount by the total number of EBUs for parcels benefiting from such improvements.

$$\text{Total Balance to Levy} / \text{Total EBUs} = \text{Levy per EBU ("Rate")}$$

This amount is then applied back to each parcel's individual EBU to determine each parcel's proportionate benefit and assessment obligation.

$$\text{Rate x Parcel EBU} = \text{Parcel Levy Amount}$$

Assessment Range Formula

Any new or increased assessment requires certain noticing and meeting requirements by law. The Brown Act defines the terms "new or increased assessment" to exclude certain conditions. These certain conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed."

Recognizing that the cost of maintaining the improvements will likely increase over time due to inflation, the assessments (initial maximum assessment rate established in fiscal year 2012/2013) established a fixed 3.5% annual inflationary adjustment (Assessment Range Formula). This 3.5% annual adjustment provides for reasonable increases and inflationary adjustment to the initial maximum assessment rate approved by the property owners as part of the protest ballot proceeding conducted in connection with the formation of this District.

The adoption of the maximum assessment rate and the Assessment Range Formula described herein does not mean that the annual assessments will necessarily increase each year nor does it absolutely restrict the assessments to the adjustment amount. Although the maximum assessment amount that may be levied shall be adjusted (inflated) by 3.5% each year, the actual amount to be assessed will be based on the District's estimated costs (budget) for that year. If the calculated assessment is less than the adjusted maximum assessment, then the calculated assessment may be approved by the City Council for collection. If the calculated assessment (based on the budget) is greater than the adjusted maximum assessment for that fiscal year, then the assessment is considered an increased assessment and would require a property owner approval through a protest ballot proceeding before imposing such an increase. Otherwise, it would be necessary to reduce the budget or provide a contribution from the City to reduce the amount to be levied to an amount that can be supported by an assessment rate less than or equal to the maximum assessment rate authorized for that fiscal year.

The Assessment Range Formula (3.5% annual adjustment) has been applied to the authorized maximum assessment rate identified in the District Budget for fiscal year 2016/2017 and shall be applied in all subsequent fiscal years unless the City Council formally suspends its application.

The following table summarizes historical maximum and applied assessment rates:

FISCAL YEAR	MAXIMUM ASSESSMENT	APPLIED ASSESSMENT
2012/2013 (Base Year)	\$265.00	\$0.00
2013/2014	\$274.28	\$157.28
2014/2015	\$283.88	\$157.28
2015/2016	\$293.81	\$293.80
2016/2017	\$304.09	\$304.08

Part III — District Budget

The following budget outlines the estimated costs to maintain the improvements and the applicable assessment rates for Fiscal Year 2016/2017.

BUDGET ITEMS	Proposed Fiscal Year 2016/2017
ANNUAL LANDSCAPE MAINTENANCE (DIRECT COSTS)	
Landscape Maintenance Parkway (In ROW)	2,845.00
Landscape Maintenance Parkway (Easement)	1,793.00
Tree Maintenance	375.50
Sidewalk Maintenance	125.00
Masonry Wall Maintenance	400.00
Graffiti/Nuisance Abatement	225.00
Total Annual Maintenance	5,763.50
Landscape Water	2,909.00
Landscape Electricity	474.00
Total Annual Landscape Utilities (Water & Electricity)	3,383.00
Total Annual Lighting (Maintenance & Energy)	\$3,136.00
Annual Maintenance Direct Costs (Total)	\$12,282.50
ANNUAL REHABILITATION/REPLACEMENT COLLECTION	
Parkway Rehabilitation/Replacements (In ROW)	\$110.00
Slope Rehabilitation/Replacements (Easement)	65.00
Tree Rehabilitation/Replacements	460.00
Sidewalk Rehabilitation/Replacements	36.00
Masonry Wall Rehabilitation/Replacements	340.00
Street Light Rehabilitation/Replacements	440.00
Annual Rehabilitation/Replacement Funding	\$1,451.00
Total Annual Maintenance Funding	\$13,733.50
INCIDENTAL & OTHER ANNUAL FUNDING EXPENSES	
Reserve Fund Collection	\$1,314.53
City Administration	1,143.00
Consulting Fees	4,100.00
Sub Total	\$6,557.53
County Administration Fees	\$38.00
Miscellaneous Administration Expenses	45.00
Total Annual Incidental Funding Expenses	\$6,640.53
Total Annual Expenses	\$20,374.03
CONTRIBUTIONS/FUNDING ADJUSTMENTS	
Revenues from Other Sources	\$0.00
City Contribution	0.00
Total Contributions	\$0.00
Balance to Levy	\$20,374.03
DISTRICT STATISTICS	
Total Parcels	67.00
Parcels Levied	67.00
Total Benefit Units	67.00
Levy per EBU (Applied)	\$304.09
Maximum Assessment Rate per EBU	\$ 304.09
Prior Year Levy per EBU (Applied)	\$293.80
Prior Year Maximum Assessment Rate per EBU	\$ 293.81
Change in Maximum Rate from Prior Year	3.50%
RESERVE FUND	
Fund balances from City	
Estimated Beginning Reserve Balance - June 30, 2016	\$12,000.00
Reserve Fund Collection/Contribution	1,314.53
Estimated Ending Reserve Balance - June 30, 2017	\$13,314.53

Part IV — District Diagram

The lots and parcels of land within the District consist of the lots and parcels within and associated with the planned residential development known as DR Horton (Tract No. 6740).

As of the writing of this Report, these lots and parcels of land are inclusive of the Kern County Assessor's Parcel Maps as Book 510; Page 01, Parcel 12, and by reference this map and the lines and dimensions described therein are made part of this Report. The District Diagram (boundary map) is provided on the following page and encompasses the entire residential development identified as Tract No. 6740, the boundaries of which are conterminous with the boundaries of parcel 510-010-12, and by reference the diagrams and maps filed for Tract No. 6740 including the lines and dimensions described therein are made part of this Report. The combination of the District Diagram and the Assessment Roll contained in Part V of this Report constitutes the Assessment Diagram for this District.



Part V — Assessment Roll

Parcel identification for each lot or parcel within the District is based on available parcel maps and property data from the Kern County Assessor's Office. A listing of the existing parcels (APNs) to be assessed within this District, along with the corresponding EBU assignment, Maximum Assessment and Assessment for fiscal year 2016/2017 are provided herein.

If any APN submitted for collection of the assessments is identified by the County Auditor/Controller of the County of Kern to be an invalid parcel number for any fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment, Rate and Assessment Range Formula as described in this Report and approved by the City Council.

Assessor's Parcel Number	Tract	Lot	Site Address	EBU	Maximum Assessment Authorized	Assessment Amount FY 2016/2017
510-211-01	6740	1	101 Rainshadow Ct	1.00	\$304.09	\$304.09
510-211-02	6740	2	105 Rainshadow Ct	1.00	304.09	304.09
510-211-03	6740	3	109 Rainshadow Ct	1.00	304.09	304.09
510-211-04	6740	4	113 Rainshadow Ct	1.00	304.09	304.09
510-211-05	6740	5	117 Rainshadow Ct	1.00	304.09	304.09
510-211-06	6740	6	121 Rainshadow Ct	1.00	304.09	304.09
510-211-07	6740	7	125 Rainshadow Ct	1.00	304.09	304.09
510-211-08	6740	8	129 Rainshadow Ct	1.00	304.09	304.09
510-211-09	6740	26	128 Salt River Dr	1.00	304.09	304.09
510-211-10	6740	27	124 Salt River Dr	1.00	304.09	304.09
510-211-11	6740	28	120 Salt River Dr	1.00	304.09	304.09
510-211-12	6740	29	116 Salt River Dr	1.00	304.09	304.09
510-211-13	6740	30	112 Salt River Dr	1.00	304.09	304.09
510-211-14	6740	31	108 Salt River Dr	1.00	304.09	304.09
510-211-15	6740	32	104 Salt River Dr	1.00	304.09	304.09
510-211-16	6740	33	100 Salt River Dr	1.00	304.09	304.09
510-212-01	6740	34	101 Salt River Dr	1.00	304.09	304.09
510-212-02	6740	35	105 Salt River Dr	1.00	304.09	304.09
510-212-03	6740	36	109 Salt River Dr	1.00	304.09	304.09
510-212-04	6740	37	113 Salt River Dr	1.00	304.09	304.09
510-212-05	6740	38	117 Salt River Dr	1.00	304.09	304.09
510-212-06	6740	39	121 Salt River Dr	1.00	304.09	304.09
510-212-07	6740	40	125 Salt River Dr	1.00	304.09	304.09
510-212-08	6740	41	129 Salt River Dr	1.00	304.09	304.09
510-212-09	6740	54	124 Majestic Sky Ct	1.00	304.09	304.09

Assessor's Parcel Number	Tract	Lot	Site Address	EBU	Maximum Assessment Authorized	Assessment Amount FY 2016/2017
510-212-10	6740	55	120 Majestic Sky Ct	1.00	\$304.09	\$304.09
510-212-11	6740	56	116 Majestic Sky Ct	1.00	304.09	304.09
510-212-12	6740	57	112 Majestic Sky Ct	1.00	304.09	304.09
510-212-13	6740	58	108 Majestic Sky Ct	1.00	304.09	304.09
510-212-14	6740	59	104 Majestic Sky Ct	1.00	304.09	304.09
510-212-15	6740	60	100 Majestic Sky Ct	1.00	304.09	304.09
510-212-16	6740	61	101 Majestic Sky Ct	1.00	304.09	304.09
510-212-17	6740	62	105 Majestic Sky Ct	1.00	304.09	304.09
510-212-18	6740	63	109 Majestic Sky Ct	1.00	304.09	304.09
510-212-19	6740	64	113 Majestic Sky Ct	1.00	304.09	304.09
510-212-20	6740	65	117 Majestic Sky Ct	1.00	304.09	304.09
510-212-21	6740	66	121 Majestic Sky Ct	1.00	304.09	304.09
510-212-22	6740	67	125 Majestic Sky Ct	1.00	304.09	304.09
510-213-01	6740	9	201 Rainshadow Ct	1.00	304.09	304.09
510-213-02	6740	10	205 Rainshadow Ct	1.00	304.09	304.09
510-213-03	6740	11	209 Rainshadow Ct	1.00	304.09	304.09
510-213-04	6740	12	213 Rainshadow Ct	1.00	304.09	304.09
510-213-05	6740	13	217 Rainshadow Ct	1.00	304.09	304.09
510-213-06	6740	14	221 Rainshadow Ct	1.00	304.09	304.09
510-213-07	6740	15	225 Rainshadow Ct	1.00	304.09	304.09
510-213-08	6740	16	2000 Del Rosa St	1.00	304.09	304.09
510-213-09	6740	17	2004 Del Rosa St	1.00	304.09	304.09
510-213-10	6740	18	2008 Del Rosa St	1.00	304.09	304.09
510-213-11	6740	19	2012 Del Rosa St	1.00	304.09	304.09
510-213-12	6740	20	2016 Del Rosa St	1.00	304.09	304.09
510-213-13	6740	21	216 Salt River Dr	1.00	304.09	304.09
510-213-14	6740	22	212 Salt River Dr	1.00	304.09	304.09
510-213-15	6740	23	208 Salt River Dr	1.00	304.09	304.09
510-213-16	6740	24	204 Salt River Dr	1.00	304.09	304.09
510-213-17	6740	25	200 Salt River Dr	1.00	304.09	304.09
510-214-01	6740	42	201 Salt River Dr	1.00	304.09	304.09
510-214-02	6740	43	205 Salt River Dr	1.00	304.09	304.09
510-214-03	6740	44	209 Salt River Dr	1.00	304.09	304.09
510-214-04	6740	45	213 Salt River Dr	1.00	304.09	304.09
510-214-05	6740	46	2024 Del Rosa St	1.00	304.09	304.09
510-214-06	6740	47	2028 Del Rosa St	1.00	304.09	304.09
510-214-07	6740	48	2032 Del Rosa St	1.00	304.09	304.09
510-214-08	6740	49	2036 Del Rosa St	1.00	304.09	304.09
510-214-09	6740	50	2037 Wild Thorne Dr	1.00	304.09	304.09
510-214-10	6740	51	2031 Wild Thorne Dr	1.00	304.09	304.09
510-214-11	6740	52	2025 Wild Thorne Dr	1.00	304.09	304.09
510-214-12	6740	53	2019 Wild Thorne Dr	1.00	304.09	304.09
Totals				67.00	\$20,374.03	\$20,374.03

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

SUBJECT:

Nomination and Appointment to fill a vacancy on the Planning Commission

PRESENTED BY:

Rachel J. Ford – City Clerk

SUMMARY:

City of Ridgecrest has received a letter of resignation from Planning Commissioner Matthew Baudhein.

Mr. Baudhein was appointed by Mayor Pro Tempore Lori Acton therefore Ms. Acton will be nominating a replacement to fill the vacancy until expiration of the term in December 2016.

A new Planning Commission will be appointed in January 2017 after the General Municipal Election.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Nomination and confirmation of appointment to planning commission

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: June 1, 2016

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

SUBJECT:
FY 2017 PROPOSED BUDGET OVERVIEW

PRESENTED BY:

Tyrell Staheli, Finance Director

BACKGROUND:

Staff will present an overview of the FY 2017 Proposed Budget and set dates for the budget hearings.

This is an informational item only

FISCAL IMPACT:

Reviewed by Finance Director

ACTION REQUESTED:

Receive presentation and set dates for budget hearings.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Receive presentation and set dates for budget hearings.

Submitted by: Tyrell Staheli Finance Director

Action Date: June 1, 2016

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