



**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 15, 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 15, 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
- GC54956.8 Local Agency Real Property Negotiations – Negotiation For Lease Or Purchase – Leroy Jackson Park – Agency Negotiators Recreation Supervisor Jason Patin And City Manager Dennis Speer
- GC54956.8 Local Agency Real Property Negotiations – Negotiation For Acquisition – APN Nos. 080-112-13, 080-112-01, 080-111-01, 080-112-11, and 080-112-04 – Agency Negotiator Economic Development Program Manager Gary Parson And City Manager Dennis Speer

Dated: June 11, 2016

Peggy Breeden, Mayor / Chair

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

GC54956.8            Local Agency Real Property Negotiations – Negotiation For Acquisition – APN Nos. 080-112-13, 080-112-01, 080-111-01, 080-112-11, and 080-112-04 – Agency Negotiator Economic Development Program Manager Gary Parson And City Manager Dennis Speer

Dated: June 11, 2016



Rachel J. Ford, CMC, City Clerk



LAST ORDINANCE NO. 16-01  
LAST RESOLUTION CITY COUNCIL NO. 16-62

## **CITY OF RIDGECREST**

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

#### **AGENDA**

Regular Council  
Wednesday June 15, 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

- 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
- GC54956.8 Local Agency Real Property Negotiations – Negotiation For Lease Or Purchase – Leroy Jackson Park – Agency Negotiators Recreation Supervisor Jason Patin And City Manager Dennis Speer
- GC54956.8 Local Agency Real Property Negotiations – Negotiation For Acquisition – APN Nos. 080-112-13, 080-112-01, 080-111-01, 080-112-11, and 080-112-04 – Agency Negotiator Economic Development Program Manager Gary Parson 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 Recognition Honoring Police Dispatcher Sharon Homer On The Occasion Of Her Retirement Strand

## PUBLIC COMMENT

## COUNCIL ANNOUNCEMENTS

## CONSENT CALENDAR

2. Proposed Action To Approve A Resolution To Award A Construction Contract To Griffith Company For The Road Realignment And Widening Of Drummond Avenue From Inyo Street To Downs Street In The Amount Of Four Hundred Sixty-Nine Thousand Five Hundred Seventy-Six Dollars (\$469,576.00) And Authorize The City Manager, Dennis Speer, To Execute The Contract Speer

3. Proposed Action To Approve A Resolution To Award A Construction Contract to Griffith Company For The Road Rehabilitation and Resurfacing of South China Lake Boulevard from Bowman Road to College Heights Boulevard in the Amount of Four Hundred Fifty-Seven Thousand Three Hundred Sixty-Six Dollars (\$457,366.00) And Authorizing The City Manager, Dennis Speer, To Execute The Contract Speer
4. Proposed Action To Approve The Professional Services Agreement With The Firm Willdan Engineering In The Amount Of Ninety-Nine Thousand Three Hundred Seventy-Three Dollars (\$99,373.00) To Provide Construction Management For The 2016 Street Improvement Project And Authorize The City Manager, Dennis Speer, To Execute The Agreement Speer
5. Proposed Action To Approve The Professional Service Agreement With The Firm Willdan Engineering In The Amount Of Fifty-Six Thousand Three Hundred Ninety-Six Dollars (\$56,396.00) To Provide Construction Management For The Gateway Boulevard Project And Authorize The City Manager, Dennis Speer, To Execute The Agreement Speer
6. Proposed Action Approve To A Resolution To Approve The Professional Services Agreement With The Firm Willdan Engineering In The Amount Of Forty-Seven Thousand Eight Hundred Fifty-Eight Dollars (\$47,858.00) To Provide Construction Management For The Richmond Bike Path Project And Authorize The City Manager, Dennis Speer, To Execute The Agreement Speer
7. Proposed Action To Approve A Letter Of Protest To Antelope Valley Cancer Center Regarding The Closure Of The Radiation Therapy Department – Ridgecrest Office And Authorizing Staff To Draft The Letter For The Mayor’s Signature Breeden

## PUBLIC HEARING

8. Proposed Action To Conduct A Public Hearing Regarding The Annexation To The Existing Ridgecrest Landscaping And Lighting District No. 2012-1; Tabulation Of The Protest Ballots Received Regarding The Proposed New Assessments; And Adoption Of Resolutions (1) Declaring The Results Of The Property Owner Protest Ballot Proceeding Conducted For The Levy Of Assessments Related To The Annexation Of Tracts 6700, 6775 To The Ridgecrest Landscaping And Lighting District No. 2012-1; And (2) Confirming The Annexation Of Tracts 6700 And 6775 To The Ridgecrest Landscaping And Lighting District No. 2012-1, The Diagram And Assessments Related Thereto, Overruling All Protests Concerning The Assessments, And Ordering The Levy And Collection Of Assessments For Fiscal Year 2016/2017 Speer

9. **Proposed Action To Conduct A Public Hearing Regarding The Formation Of The Drainage Benefit Assessment District 2016-1; Tabulation Of The Protest Ballots Received Regarding The Proposed New Assessments; And Adoption Of Resolutions (1) Declaring The Results Of The Property Owner Protest Ballot Proceeding Conducted For The Levy Of Assessments Related To The Annexation Of Tracts 6700, 6775 And Portions Of 6740 To The Ridgecrest Drainage Benefit Assessment District 2016-1; And (2) Confirming The Drainage Benefit Assessment District 2016-1, The Diagram And Assessments Related Thereto, Overruling All Protests Concerning The Assessments, And Ordering The Levy And Collection Of Assessments For Fiscal Year 2016/2017** Speer

## DISCUSSION AND OTHER ACTION ITEMS

10. **Proposed Action To Nominate And Appoint A New Member To Planning Commission To Fill Vacancy** Ford
11. **Budget Hearing Discussion And Proposed Action To Approve A Resolution Of The Ridgecrest City Council And The Successor To The Ridgecrest Redevelopment Agency Adopting The Annual Budget For Fiscal Year 2016-17, Establishing Appropriations, Estimating Revenues, And Establishing The Policies By Which The Budget May Be And Shall Be Amended** Staheli
12. **Proposed Action To Approve A Resolution Of The Ridgecrest City Council Approving Continuing Appropriations And Year-End Adjustments** 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: 4<sup>th</sup> Wednesday each month at 5:00 p.m. as needed  
Location: Council Conference Room B

### **Infrastructure Committee**

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

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

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

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

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

❖ **Ad Hoc Youth Advisory Council**

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

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

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

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

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

**OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

**CITY MANAGER REPORT**

**MAYOR AND COUNCIL COMMENTS**

**ADJOURNMENT**

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

**In Honor of Ridgecrest Police Dispatcher Sharon Homer  
Upon The Occasion of Her Retirement**

**WHEREAS**, Sharon Homer began her full-time career with the City on March 11, 1997 as a Police Dispatcher for the Ridgecrest Police Department, and;

**WHEREAS**, Sharon Homer worked a variety of assignments throughout her career, including Dispatcher Trainer, RIMS Coordinator, PSAP Manager, Tactical Dispatcher, and;

**WHEREAS**, Sharon Homer was selected as Employee of the Year for the Ridgecrest Police Department in the year 2001 and received numerous commendations and letters of appreciation for her good work, and;

**WHEREAS**, Sharon Homer did the research for the purchase of two 9-1-1 systems for the Ridgecrest Police Department and remodeled the dispatch center radio console, and;

**WHEREAS**, Sharon Homer has continuously maintained an exceptionally high level of professionalism and dedication to duty even through floods, power outages, and other major incidents, and;

**WHEREAS**, Sharon Homer has retired after providing over 21 years of faithful and honorable service to our community, which included 2 ½ years of part-time service through a temporary employment agency.

**NOW THEREFORE BE IT PROCLAIMED**

The City Council of the City of Ridgecrest does hereby recognize and thank Ridgecrest Police Dispatcher Sharon Homer for her professional and personal dedication to the City of Ridgecrest on the occasion of her retirement.

**Proclaimed this 15<sup>th</sup> Day of June 2016**

*Peggy Breeden*

**Peggy Breeden, Mayor**

*James S. Sanders*

**James Sanders  
Mayor Pro Tem**

*Lori Acton*

**Lori Acton  
Vice Mayor**

*Eddie B. Thomas*

**Eddie B. Thomas  
Council Member**

*Michael R. Mower*

**Mike Mower  
Council Member**

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

SUBJECT: Award A Construction Contract to Griffith Company For The Road Realignment and Widening of Drummond Avenue from Inyo Street to Downs Street in the Amount of Four Hundred Sixty-Nine Thousand Five Hundred Seventy-Six Dollars (\$469,576.00) And Authorize The City Manager, Dennis Speer, To Execute The Contract

PRESENTED BY:

Dennis Speer, Public Work Director

SUMMARY:

On Wednesday June 1, 2016 bids were opened for the road realignment and widening of Drummond Avenue from Inyo Street to Downs Street. A total of one bid was received as follows:

<u>Bidder</u>	<u>Bid</u>
Griffith Construction Co.	\$469,576.00

The bids were reviewed by the engineering firm of Willdan Engineering and the Resident Engineer, Mike Bustos. Based on this review, it is recommended that the contract be awarded to the lowest responsible and responsive bidder, Griffith Construction Company with the low bid of Four Hundred Sixty-Nine Thousand Five Hundred Seventy-Six Dollars (\$469,576.00). A purchase order will be issued to Griffith Construction Company in a total amount of Four Hundred Sixty-Nine Thousand Five Hundred Seventy-Six Dollars (\$469,576.00) for the construction of road realignment, widening, resurfacing, and rehabilitation. An amount of Twenty-Three Thousand Four Hundred Seventy-Eight Dollars and Eighty Cents (\$23,478.80) or five percent (5%) is needed for contingencies. The total project cost is Four Hundred Ninety-three Thousand Fifty-Four Dollars and Eighty Cents (\$493,054.80).

The Highway Safety Improvement Program (HSIP) administered by Caltrans will provide a total of Two Hundred Twenty-Two Thousand Two Hundred Dollars (\$222,200.00) in funding for the construction of the project.

Staff is recommending that the matching funds for this project come from the street allocation from the Tax Allocation Bonds (TAB). The amount of funding is Two Hundred Seventy Thousand Eight Hundred Fifty-Four Dollars and Eighty Cents (\$270,854.80).

Funding for the execution of the contract shall come from the capital improvement account 018-4760-430-4601 project ST13-03.

FISCAL IMPACT: \$270,854.80

Reviewed by Finance Director

ACTION REQUESTED: Adopt A Resolution To Award A Construction Contract to Griffith Company For The Road Realignment and Widening of Drummond Avenue from Inyo Street to Downs Street in the Amount of Four Hundred Sixty-Nine Thousand Five Hundred Seventy-Six Dollars And Authorize The City Manager, Dennis Speer To Execute The Contract

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: June 15, 2016

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**RESOLUTION NO. 16-XX**

**A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO GRIFFITH COMPANY FOR THE ROAD REALIGNMENT AND WIDENING OF DRUMMOND AVENUE FROM INYO STREET TO DOWNS STREET IN THE AMOUNT OF FOUR HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED SEVENTY-SIX DOLLARS (\$469,576.00) AND AUTHORIZING THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE CONTRACT**

**WHEREAS**, On Wednesday June 1, 2016 bids were opened for the road realignment and widening of Drummond Avenue from Inyo Street to Downs Street; and

**WHEREAS**, A total of one bid was received and the results are follows:

<u>Bidder</u>	<u>Bid</u>
Griffith Construction Co.	\$469,576.00

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

**WHEREAS**, It was determined that was the low bidder with the low bid of Four Hundred Sixty-Nine Thousand Five Hundred Seventy-Six Dollars (\$469,576.00); and

**WHEREAS**, A purchase order will be issued to Griffith Construction Company in a total amount of Four Hundred Sixty-Nine Thousand Five Hundred Seventy-Six Dollars (\$469,576.00) for the construction of road realignment, widening, resurfacing, and rehabilitation of Drummond Avenue from Inyo Street to Downs Street; and

**WHEREAS**, An amount of Twenty-Three Thousand Four Hundred Seventy-Eight Dollars and Eighty Cents (\$23,478.80) or five percent (5%) is needed for contingencies; and

**WHEREAS**, The total project cost is Four Hundred Ninety-three Thousand Fifty-Four Dollars and Eighty Cents (\$493,054.80); and

**WHEREAS**, The Highway Safety Improvement Program (HSIP) administered by Caltrans will provide a total of Two Hundred Twenty-Two Thousand Two Hundred Dollars (\$222,200.00) in funding; and

**WHEREAS**, Matching funds for this project will be made available from the street allocations from the TAX Allocation Bonds (TAB); and

**WHEREAS**, The amount of funding is Two Hundred Seventy Thousand Eight Hundred Fifty-Four Dollars and Eighty Cents (\$270,854.80); and

**WHEREAS**, The funding for the execution of the contract shall come from the capital improvement account 018-4760-430-4601 project ST13-03.

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

1. Authorizes the award of the contract to Griffith Construction Company for the road realignment and widening of Drummond Avenue from Inyo Street to Downs Street described herein as the lowest responsible and responsive contractor from the bids received as determined by Willdan Engineering; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer to execute the contract

**APPROVED AND ADOPTED** this 15<sup>th</sup> day June 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, CMC  
City Clerk



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

**SUBJECT:** A Resolution To Award A Construction Contract to Griffith Company For The Road Rehabilitation and Resurfacing of South China Lake Boulevard from Bowman Road to College Heights Boulevard in the Amount of Four Hundred Fifty-Seven Thousand Three Hundred Sixty-Six Dollars (\$457,366.00) And Authorizing The City Manager, Dennis Speer, To Execute The Contract

**PRESENTED BY:**

Dennis Speer, Public Work Director

**SUMMARY:**

On Wednesday May 25, 2016 bids were opened for the road rehabilitation and resurfacing of South China Lake Boulevard from Bowman Road to College Heights Boulevard. A total of four bids were received as follows:

<u>Bidder</u>	<u>Bid</u>
Griffith Construction Co.	\$457,366.00
Bowman Asphalt	\$535,555.00
Hal Hayes Construction, Inc.	\$545,454.00
Sully Miller Contracting Co.	\$806,000.00

The bids were reviewed by the engineering firm of Willdan Engineering and the Resident Engineer, Mike Bustos and Labor Compliance Officer Jane Freij. Based on this review, it is recommended that the contract be awarded to the lowest responsible and responsive bidder, Griffith Construction Company with the low bid of Four Hundred Fifty-Seven Thousand Three Hundred Sixty-Six Dollars (\$457,366.00.) A purchase order will be issued to Griffith Construction Company in a total amount of Four Hundred Fifty-Seven Thousand Three Hundred Sixty-Six Dollars (\$457,366.00) for the construction of road rehabilitation and resurfacing. An amount of Twenty-Two Thousand Eight Hundred Sixty-Eight Dollars and Thirty Cents (\$22,868.30) or five percent (5%) is needed for contingencies.

The total project cost is Four Hundred Eighty Thousand Two Hundred Thirty-Four Dollars and Thirty Cents (\$480,234.30). The Regional Surface Transportation Program (RSTP) administered by Caltrans will provide Five Hundred Thirty-One Thousand Five Hundred Seventy Three (\$531,573.00) in funding for the construction of the project.

Funding for the execution of the contract shall come from the capital improvement account 018-4760-430-4601 project ST15-02.

**FISCAL IMPACT:**

Reviewed by Finance Director

**ACTION REQUESTED:** Adopt A Resolution To Award A Construction Contract to Griffith Company For The Road Rehabilitation and Resurfacing of South China Lake Boulevard from Bowman Avenue to College Heights Boulevard in the Amount of Four Hundred Fifty-Seven Thousand Three Hundred Sixty-Six Dollars (\$457,366.00) And Authorize The City Manager, Dennis Speer, To Execute The Contract

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: June 15, 2016

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**RESOLUTION NO. 16-XX**

**A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO GRIFFITH COMPANY FOR THE ROAD REHABILITATION AND RESURFACING OF SOUTH CHINA LAKE BOULEVARD FROM BOWMAN AVENUE TO COLLEGE HEIGHTS BOULEVARD IN THE AMOUNT OF FOUR HUNDRED FIFTY-SEVEN THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS (\$457,366.00) AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE CONTRACT**

**WHEREAS**, On Wednesday May 25, 2016, bids were opened for the road rehabilitation and resurfacing of South China Lake Boulevard from Bowman Avenue to College Heights Boulevard; and

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

<u>Bidder</u>	<u>Bid</u>
Griffith Construction Co.	\$457,366.00
Bowman Asphalt	\$535,555.00
Hal Hayes Construction, Inc.	\$545,454.00
Sully Miller Contracting Co.	\$806,000.00

**WHEREAS**, These bids were reviewed by the engineering firm Willdan Engineering and Resident Engineer, Mike Bustos and Labor Compliance Officer Jane Freij for a determination of the lowest responsible and responsive bidder; and

**WHEREAS**, It was determined that Griffith Construction Company was the low bidder with the low bid of Four Hundred Fifty-Seven Thousand Three Hundred Sixty-Six Dollars (\$457,366.00); and

**WHEREAS**, A purchase order will be issued to Griffith Construction Company in a total amount of Four Hundred Fifty-Seven Thousand Three Hundred Sixty-Six Dollars (\$457,366.00) for the road rehabilitation and resurfacing of South China Lake Boulevard from Bowman Road to College Heights Boulevard; and

**WHEREAS**, An amount of Twenty-Two Thousand Eight Hundred Sixty-Eight Dollars and Thirty Cents (\$22,868.30) or five percent (5%) is needed for contingencies; and

**WHEREAS** The total project cost is Four Hundred Eighty Thousand Two Hundred Thirty-Four Dollars and Thirty Cents (\$480,234.30) in funding; and

**WHEREAS**, The Regional Surface Transportation Program (RSTP) administered by Caltrans will provide a total Five Hundred Thirty-One Thousand Five Hundred Seventy Three (\$531,573.00) in funding for the construction of the project; and

**WHEREAS**, The funding for the execution of the contract shall come from the capital improvement account 018-4760-430-4601 project ST15-02.

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

1. Authorizes the award of the contract to Griffith Construction Company for the road rehabilitation and resurfacing of South China Lake Boulevard from Bowman Road to College Heights Boulevard described herein as the lowest responsible and responsive contractor from the bids received as determined by the firm Willdan Engineering; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer to execute the contract

**APPROVED AND ADOPTED** this 15<sup>th</sup> day June 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, CMC  
City Clerk



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

**SUBJECT:** Approve The Professional Services Agreement With The Firm Willdan Engineering In The Amount of Ninety-Nine Thousand Three Hundred Seventy-Three Dollars (\$99,373.00) To Provide Construction Management For The 2016 Street Improvement Project And Authorize The City Manager, Dennis Speer, To Execute The Agreement

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

**SUMMARY:**  
The City of Ridgecrest requires the services of an engineering consulting firm to provide Construction Management for The 2016 Street Improvement Project includes twelve streets. These streets are:

Silver Ridge Street	Upjohn Avenue to end of cul-de-sac
Sanders Street	Upjohn Avenue to Boston Avenue
Sierra View Street	Ward Avenue. to Inyokern Road
Sierra View Street	Mary Ann Avenue to Mamie Ave.
Sierra View Street	Sydnor Avenue to Ward Avenue
Vickie Avenue	Carolyn Street to Randall Street
Wayne Street	Ward Avenue to Graaf Avenue
Chesapeake Street	Rader Avenue heading south to barricade
Lakeland Street	Cardigan Avenue heading south to barricade
Cardigan Avenue	Chesapeake Street to Silver Ridge Street
Alice Avenue plus Sherri Street	Peg Street to the end of the Cul-de-sac
Mamie Avenue	Sierra View Street to Sherri Street

The project improvements will be road resurfacing and rehabilitation.

The proposed services are on a time and materials basis not to exceed and include bidding assistance, inspection, contract administration, labor compliance, and materials testing.

These streets have been recognized by the 2011 Pavement Management Study in year three. The fee for the project is Ninety-Nine Thousand Three Hundred Seventy-Three Dollars (\$99,373.00) and will be funded by Tax Allocation Bonds (TAB).

This fee will be expended from the capital improvement account 018-4760-430-2109 project number ST16-07.

Staff recommends that the City Council approves the agreement and authorizes the City Manager, Dennis Speer, to execute the agreement with the engineering firm Willdan Engineering.

**FISCAL IMPACT:** \$99,373.00

Reviewed by Finance Director

**ACTION REQUESTED:** Adopt A Resolution To Approve The Professional Service Agreement With The Firm Willdan Engineering In The Amount of Ninety-Nine Thousand Three Hundred Seventy-Three Dollars (\$99,373.00) To Provide Construction Management For The 2016 Street Improvement Project And Authorize The City Manager, Dennis Speer, To Execute The Agreement

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: June 15, 2016

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**RESOLUTION NO. 16-XX**

**A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM WILLDAN ENGINEERING IN THE AMOUNT OF NINETY-NINE THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS (\$99,373.00) TO PROVIDE CONSTRUCTION MANAGEMENT FOR THE 2016 STREET IMPROVEMENT PROJECT AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE AGREEMENT**

**WHEREAS**, The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the 2016 Street Improvement Project; and

**WHEREAS**, The project limits are:

Silver Ridge Street	Upjohn Avenue to end of cul-de-sac
Sanders Street	Upjohn Avenue to Boston Avenue
Sierra View Street	Ward Avenue. to Inyokern Road
Sierra View Street	Mary Ann Avenue to Mamie Ave.
Sierra View Street	Sydnor Avenue to Ward Avenue
Vickie Avenue	Carolyn Street to Randall Street
Wayne Street	Ward Avenue to Graaf Avenue
Chesapeake Street	Rader Avenue heading south to barricade
Lakeland Street	Cardigan Avenue heading south to barricade
Cardigan Avenue	Chesapeake Street to Silver Ridge Street
Alice Avenue plus Sherri Street	Peg Street to the end of the Cul-de-sac
Mamie Avenue	Sierra View Street to Sherri Street

**WHEREAS**, The project improvements will be road resurfacing and rehabilitation; and

**WHEREAS**, The proposed services are on a time and materials for an amount not to exceed and include bidding assistance, inspection, contract administration, labor compliance, and materials testing; and

**WHEREAS** These streets have been recognized by the 2011 Pavement Management Study in year three; and

**WHEREAS**, The fee for the project is Ninety-Nine Thousand Three Hundred Seventy-Three Dollars (\$99,373.00) and will be funded by Tax Allocation Bonds (TAB); and

**WHEREAS**, This fee will be expended from the capital improvement account 018-4760-430-2901 project number ST16-07.

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

1. Authorizes the Approval of a Professional Service Agreement for Construction Management with the firm Willdan Engineering in the amount of Ninety-Nine Thousand Three Hundred Seventy-Three Dollars (\$99,373.00).
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer, to execute the Professional Service Agreement.

**APPROVED AND ADOPTED** this 15<sup>th</sup> day of June 2016 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Peggy Breeden, Mayor

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Rachel J. Ford, CMC  
City Clerk



# Construction Management for 2016 Street Improvement Project

## CONSULTANT AGREEMENT

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

1. Purpose.
  - (a) Bidding Assistance, Labor Compliance, Inspection, Material Testing, and Contract Administration.
  - (b) Consultant is uniquely trained, experienced, competent, and qualified to perform such professional services required by this agreement ("Agreement").
  
2. Services.
  - (a) The work to be performed by Consultant is specified in Exhibit "A," "Scope of Services," attached hereto and incorporated by reference.
  - (b) Services and work provided by the Consultant at City's request under this Agreement shall be performed in a timely manner and shall be consistent with all requirements and standards established by applicable Federal, State, and local laws, ordinances, regulations, and resolutions.
  - (c) Consultant must be expressly authorized to perform any of the required services under this Agreement by City or a designated representative who shall administer this Agreement. Consultant shall report progress of work on a monthly basis, or as determined by City or a designated representative.
  
3. Consideration.
  - (a) Subject to a contract amendment, it is expressly understood and agreed that in no event will the total compensation to be paid Consultant under this Agreement of time and materials for an amount not to exceed **Ninety-Nine Thousand Three Hundred Seventy-Three Dollars (\$99,373.00)**.
  - (b) The Consultant shall complete and submit an invoice showing project name, date of work, purchase order number, invoice number, original contract amount, current invoice amount, total billed to date, remaining contract balance, percentage of work completed, description of task(s), personnel assigned to task, job title of personnel and supporting documentation. Additionally, the Consultant shall submit a project schedule in Microsoft project with a narrative of tasks performed and tasks planned for the next payment period. The City shall pay the Consultant within thirty (30) days of invoice being submitted. The invoice shall be made in writing and delivered to the City as follows:

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



## Construction Management for 2016 Street Improvement Project

### 4. Term.

This Agreement shall commence upon City's written authorization to proceed and shall continue until completion of the services described above and within Exhibit "A." Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by City without cause, City shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse City for additional costs to be incurred by City in obtaining the work from another consultant.

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

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

### 6. Subcontracts.

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

### 7. Independent Contractor.

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

### 8. Indemnification.

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

### 9. Insurance.

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



## Construction Management for 2016 Street Improvement Project

(b) The Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

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

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

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

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

(1) Commercial general liability and automobile liability:

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

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

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

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

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000.00 per occurrence shall not be acceptable without the prior approval of the City.

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



## Construction Management for 2016 Street Improvement Project

of the insurer(s). A copy of form ISO 2009 required above shall be attached to the Certificate of Insurance at the time it is filed with the City. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the City has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The City reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the City as to sufficiency of coverage.

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

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

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

### 10. Disadvantaged Business Enterprises ("DBE")

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, Consultant must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by City and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting City's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

### 11. Records Retention

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three



## Construction Management for 2016 Street Improvement Project

years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

### 12. Safety

(a) Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City and/or its representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

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

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

### 13. National Labor Relations Board Certification

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

### 14. Statement of Compliance

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

(b) During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section



## Construction Management for 2016 Street Improvement Project

12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

### 15. Debarment and Suspension Certification

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

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

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

### 16. State Prevailing Wage Rates

(a) The State of California's General Prevailing Wage Rates are not applicable to this contract.

### 17. Miscellaneous.

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

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



## Construction Management for 2016 Street Improvement Project

costs.

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

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

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

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

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

David L Hunt  
Sr. Vice President  
Willdan Engineering  
374 Poli Street, Suite 101  
Ventura, CA 93001-2605

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

### 18. Integration.

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

### 19. Governing Law.

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



## Construction Management for 2016 Street Improvement Project

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

APPROVED:  
City of Ridgecrest

APPROVED:

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

By: \_\_\_\_\_  
David Hunt, Senior Vice President  
Willdan Engineering

**APPROVED AS TO FORM**  
City Attorney

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

## Project Understanding

Willdan understands that the City of Ridgecrest is seeking a professional consultant to perform construction management, inspection, quality assurance testing, labor compliance, and contract administration for three City projects that are anticipated to be constructed concurrently.

### Gateway Boulevard Rehabilitation Project

This project will rehabilitate the existing asphalt concrete pavement on Gateway Boulevard between Ridgecrest Boulevard (SR 178) and Church Avenue. Existing cross gutters at the intersections with Commercial Avenue, California Avenue, and Church Avenue will be removed and reconstructed – along with the adjacent existing asphalt concrete pavement. The intent is to reduce the longitudinal slope at the approach and departure from each cross gutter to minimize the impact of the dips on Gateway Boulevard. Asphalt concrete paving will include a leveling course and GlasPave interlayer prior to cap paving with hot-mix asphalt with high-tensile fibers. ADA-compliant curb ramps will be constructed at corners where no curb ramps currently exist.

The project will require coordination with Indian Wells Valley Water District for protection and/or removal of adjustment of existing water valves within existing concrete cross gutters and double adjustment of water valve covers with asphalt concrete pavement areas.

The project requires coordination with Caltrans for encroachment permit compliance for the portion of work within Caltrans' right-of-way.

Willdan has completed the PS&E for the subject project. Bids are scheduled to be opened on June 21, 2016. Construction is anticipated to begin in late July 2016. The anticipated construction duration for this project is 35 working days.

### FY 16-17 Street Improvements Project

This project will rehabilitate 12 street segments throughout the city. The rehabilitation strategy will include 2-inch grind and pave, with dig-outs, on residential streets and 2-inch grind, ¾-inch leveling course, GlasPave interlayer, and 1.5-inch HMA cap on collector streets. All cap paving material will include high-tensile fiber reinforcement. The project will also include construction or reconstruction or retrofit of approximately 70 ADA curb ramps. The streets included in this project are:

	Street Name	Limits
1	Silver Ridge Street	Upjohn Avenue to end of cul-de-sac
2	Sanders Street	Upjohn Avenue to Rader Avenue
3	Sierra View Street	Inyokern Road to May Ann Avenue
4	Vicki Avenue	Inyo Street to Randall Street
5	Wayne Street	Reeves Street to Alene Street
6	Chesapeake Street	Rader Avenue to southerly limit
7	Lakeland Street	Cardigan Avenue to southerly limit
8	Cardigan Avenue	Chesapeake Street to Silver Ridge
9	Alice Avenue	Peg Street end of cul-de-sac
10	Sherri Street	Alice Avenue to Drummond Avenue
11	Peg Street	Sydnor Avenue to Alice Avenue
12	Mamie Avenue	Sherri Street to Sierra View Street

Willdan has prepared the PS&E for the subject project. Bids are scheduled to be opened on June 23, 2016. Construction is anticipated to begin in late July 2016. The anticipated construction duration for this project is 60 working days.

## **Richmond Road Bike Path Project**

This project includes construction of a Class I bike path along Richmond Road. The new bike path will extend the existing Bowman Bike Path from approximately 1,000 feet south of Upjohn Avenue to Ridgecrest Boulevard (SR 178). The new asphalt concrete pavement bike path will be constructed along the east side of Richmond Road. The project requires coordination with Caltrans for compliance with encroachment permit compliance for the portion of work within Caltrans right of way.

Willdan has prepared the PS&E for the subject project. Bids are scheduled to be opened on June 23, 2016. Construction is anticipated to begin in late July 2016. The anticipated construction duration of this project is 30 working days.

## **Scope of Work**

Bidding and construction phase services have been scoped as follows for the requested projects.

### **Phase 1 – Project Management**

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

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

### **Phase 2 – Bidding Assistance Services**

- Distribute plans and specifications and maintain bidders' list
- Prepare for and attend pre-bid meeting
- Prepare addenda, if needed
- Perform bid analysis
- Prepare award recommendation

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

#### **Construction Management**

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

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

### Construction Inspection

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

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

### Material Testing Services

Willdan will perform the following quality assurance services per the City's approved QAP.

- Review plans and specifications as they apply to material to be inspected
- Review contractor's mix design submittals
- Conduct all quality assurance testing in Caltrans-certified laboratory or equivalent
- Ensure contractor's quality control testing procedures comply with QAP
- Verify qualifications of contractor's quality control personnel
- Verify calibration of contractor's quality control equipment
- Provide field observation on first day of hot-mix asphalt concrete paving for each project
- Keep records of all samples and tests in project files as permanent job records' materials incorporated into project, represented by failing tests, shall also be documented in project files
- Review contractor's quality control sampling and testing reports for compliance with QAP and project specifications
- Any non-compliant results of materials shall be reported to City's representative (inspector) within 24 hours from time of sampling
- Consultant shall use most economical mode of transportation available consistent with time element involved

### Labor Compliance Services

- Verify applicable wage determination ten (10) days prior to bid opening; document verification as required.
- Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
- Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
- Receive, pursue, and document labor complaints; prepare violations reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
- Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.

- Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
- Coordinate project file reviews by authorized county, state, and federal agencies.
- Submit complete federal labor compliance file to City for retention.

**Project Fee**

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

<u>Project</u>	<u>Proposed Fee</u>
Gateway Boulevard Rehabilitation Project	\$56,396
FY 16-17 Street Improvements Project	\$99,373
Richmond Road Bike Path Project	\$47,858

The public works observation and construction management hours indicated in the following breakdown assume a 35-working day construction duration for the Gateway Boulevard Rehabilitation project, a 60-working day construction duration for the FY 16-17 Street Improvements project, and a 30-working day construction duration for the Richmond Road Bike Path project, to be provided on a time-and-materials basis. For the purposes of this proposal, it is assumed that all three projects will be constructed concurrently. If the construction duration exceeds a total of 60-working days from start of the first project to the end of the last project, additional compensation may be warranted.

The inspection rate included in the following schedule is for straight time. Overtime will be charged at 1.25 times the standard hourly rates. Sundays and holidays will be charged at 1.70 times the standard hourly rates.

**PROPOSED HOURS AND FEE SCHEDULE  
CONSTRUCTION ENGINEERING SERVICES  
FOR GATEWAY BOULEVARD REHABILITATION PROJECT  
CITY OF RIDGECREST**

TASK / CLASSIFICATION	PRINCIPAL GEOTECHNICAL ENGINEER	DEPUTY DIRECTOR	PROJECT ENGINEER	CONSTRUCTION MANAGER	ASSITANT ENGINEER III	LABOR COMPLIANCE MANAGER	SENIOR TECHNICIAN	SUPERVISING PUBLIC WORKS OBSERVER	PUBLIC WORKS OBSERVER	ASSITANT ENGINEER I	CLERICAL	TOTAL LABOR HOURS	MISC. EXPENSE	TOTAL COST
<b>HOURLY RATE:</b>	\$200	\$195	\$160	\$154	\$127	\$127	\$110	\$106	\$106	\$100	\$69			
BIDDING ASSISTANCE					12	2				8	4	26	\$200	\$3,074
PROJECT MANAGEMENT/QUALITY CONTROL		14										14	\$0	\$2,730
PRECONSTRUCTION SERVICES					12	8			12	4	2	38	\$200	\$4,894
CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION					56	21				20	12	109	\$500	\$14,669
CONSTRUCTION OBSERVATION								28	175			203	\$750	\$22,343
MATERIALS TESTING SERVICES (PROVIDE QA SERVICES)*	4		4				12					20	\$1,000	\$3,860
LABOR COMPLIANCE SERVICES						38						38	\$0	\$4,826
<b>TOTALS</b>	<b>4</b>	<b>14</b>	<b>4</b>	<b>68</b>	<b>41</b>	<b>2</b>	<b>12</b>	<b>28</b>	<b>187</b>	<b>32</b>	<b>18</b>	<b>410</b>	<b>\$2,650</b>	<b>\$66,396</b>

This not-to-exceed fee is based upon a 35-working day construction duration. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates, per our previously submitted Statement of Qualifications. This proposal assumes that inspection services will be performed concurrently with inspection services being provided on the FY 16-17 Street Improvements project and the Richmond Road Bike Path project. Should the projects not be inspected concurrently, additional services will be provided on a time-and-materials basis at Willdan's standard hourly rates.

**PROPOSED HOURS AND FEE SCHEDULE  
CONSTRUCTION ENGINEERING SERVICES  
FOR FY 16-17 STREET IMPROVEMENTS PROJECT  
CITY OF RIDGECREST**

TASK / CLASSIFICATION	PRINCIPAL GEOTECHNICAL ENGINEER	DEPUTY DIRECTOR	PROJECT ENGINEER	CONSTRUCTION MANAGER	ASSITANT ENGINEER III	LABOR COMPLIANCE MANAGER	SENIOR TECHNICIAN	SUPERVISING PUBLIC WORKS OBSERVER	PUBLIC WORKS OBSERVER	ASSITANT ENGINEER I	CLERICAL	TOTAL LABOR HOURS	MISC. EXPENSE	TOTAL COST
<b>HOURLY RATE:</b>	\$200	\$195	\$160	\$154	\$127	\$127	\$110	\$106	\$106	\$100	\$69			
BIDDING ASSISTANCE*												0	\$0	\$0
PROJECT MANAGEMENT/QUALITY CONTROL		24										24	\$0	\$4,680
PRECONSTRUCTION SERVICES					8	12			12	4	2	38	\$200	\$4,786
CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION					24	120				32	20	196	\$1,000	\$24,616
CONSTRUCTION OBSERVATION								48	420			468	\$1,250	\$50,983
MATERIALS TESTING SERVICES (PROVIDE QA SERVICES)*	8		8				20					36	\$1,000	\$6,180
LABOR COMPLIANCE SERVICES						64						64	\$0	\$8,128
<b>TOTALS</b>	<b>8</b>	<b>24</b>	<b>8</b>	<b>32</b>	<b>132</b>	<b>0</b>	<b>20</b>	<b>48</b>	<b>432</b>	<b>36</b>	<b>22</b>	<b>762</b>	<b>\$3,450</b>	<b>\$99,373</b>

\* Bidding assistance services for this project are already included in Willdan's design phase contract. This not-to-exceed fee is based upon a 60-working day construction duration. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates, per our previously submitted Statement of Qualifications. This proposal assumes that inspection services will be performed concurrently with inspection services being provided on the Gateway Boulevard Rehabilitation project and the Richmond Road Bike Path project. Should the projects not be inspected concurrently, additional services will be provided on a time-and-materials basis at Willdan's standard hourly rates.

**PROPOSED HOURS AND FEE SCHEDULE  
CONSTRUCTION ENGINEERING SERVICES  
FOR RICHMOND ROAD BIKE PATH PROJECT  
CITY OF RIDGECREST**

TASK / CLASSIFICATION	PRINCIPAL GEOTECHNICAL ENGINEER	DEPUTY DIRECTOR	PROJECT ENGINEER	CONSTRUCTION MANAGER	ASSITANT ENGINEER III	LABOR COMPLIANCE MANAGER	SENIOR TECHNICIAN	SUPERVISING PUBLIC WORKS OBSERVER	PUBLIC WORKS OBSERVER	ASSITANT ENGINEER I	CLERICAL	TOTAL LABOR HOURS	MISC. EXPENSE	TOTAL COST
<b>HOURLY RATE:</b>	\$200	\$195	\$160	\$154	\$127	\$127	\$110	\$106	\$106	\$100	\$69			
BIDDING ASSISTANCE					12	2				8	4	26	\$200	\$3,074
PROJECT MANAGEMENT/QUALITY CONTROL		12										12	\$201	\$2,561
PRECONSTRUCTION SERVICES					8	12			8	4	2	34	\$200	\$4,362
CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION					12	48				20	10	90	\$450	\$11,129
CONSTRUCTION OBSERVATION								24	150			174	\$500	\$18,994
MATERIALS TESTING SERVICES (PROVIDE QA SERVICES)*	4		4				8					16	\$1,000	\$3,420
LABOR COMPLIANCE SERVICES						34						34	\$0	\$4,318
<b>TOTALS</b>	<b>4</b>	<b>12</b>	<b>4</b>	<b>20</b>	<b>72</b>	<b>2</b>	<b>8</b>	<b>24</b>	<b>158</b>	<b>32</b>	<b>16</b>	<b>352</b>	<b>\$2,551</b>	<b>\$47,858</b>

This not-to-exceed fee is based upon a 30-working day construction duration. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates, per our previously submitted Statement of Qualifications. This proposal assumes that inspection services will be performed concurrently with inspection services being provided on the Gateway Boulevard Rehabilitation project and the FY 16-17 Street Improvements project. Should the projects not be inspected concurrently, additional services will be provided on a time-and-materials basis at Willdan's standard hourly rates.

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

**SUBJECT:** Approve The Professional Service Agreement With The Firm Willdan Engineering In The Amount of Fifty-Six Thousand Three Hundred Ninety-Six Dollars (\$56,396.00) To Provide Construction Management For The Gateway Boulevard Project And Authorize The City Manager, Dennis Speer, To Execute The Agreement

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The City of Ridgecrest requires the services of an engineering consulting firm to provide Construction Management for The Gateway Boulevard Project from East Ridgecrest Boulevard to Church Avenue. The specific project includes resurfacing and rehabilitation.

The proposed services are on a time and materials basis not to exceed and include bidding assistance, inspection, contract administration, labor compliance, and materials testing.

The fee for the project is Fifty-Six Thousand Three Hundred Ninety-Six Dollars (\$56,396.00) and will be funded by Tax Allocation Bonds (TAB).

This fee will be expended from the capital improvement account 018-4760-430-2109 project number ST 16-01.

Staff recommends that the City Council approves the agreement and authorizes the City Manager, Dennis Speer, to execute the agreement with the engineering firm Willdan Engineering.

**FISCAL IMPACT:** \$56,396.00

Reviewed by Finance Director

**ACTION REQUESTED:** Adopt A Resolution To Approve The Professional Service Agreement With The Firm Willdan Engineering In The Amount of Fifty-Six Thousand Three Hundred Ninety-Six Dollars (\$56,396.00) To Provide Construction Management For The Gateway Boulevard Project And Authorize The City Manager, Dennis Speer, To Execute The Agreement

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: June 15, 2016

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**RESOLUTION NO. 16-XX**

**A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM WILLDAN ENGINEERING IN THE AMOUNT OF FIFTY-SIX THOUSAND THREE HUNDRED NINETY-SIX DOLLARS (\$56,396.00) TO PROVIDE CONSTRUCTION MANAGEMENT FOR THE GATEWAY BOULEVARD PROJECT AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE AGREEMENT**

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

**WHEREAS**, The project limits are from East Ridgecrest Boulevard to Church Avenue and includes road resurfacing and rehabilitation; and

**WHEREAS**, The proposed services are on a time and materials basis not to exceed and include bidding assistance, inspection, contract administration, labor compliance, and materials testing; and

**WHEREAS**, The fee for the project is Fifty-Six Thousand Three Hundred Ninety-Six Dollars (\$56,396.00) and will be funded by Tax Allocation Bonds (TAB); and

**WHEREAS**, This fee will be expended from the capital improvement account 018-4760-430-2901 project number ST16-01.

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

1. Authorizes the Approval of a Professional Services Agreement for Construction Management. with the firm Willdan Engineering in the amount of Fifty-Six Thousand Three Hundred Ninety-Six Dollars (\$56,396.00).
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and account transfers.
3. Authorizes the City Manager, Dennis Speer, to execute the Professional Services Agreement.

**APPROVED AND ADOPTED** this 15<sup>th</sup> 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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# Construction Management for the Gateway Boulevard Project

## CONSULTANT AGREEMENT

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

1. Purpose.

(a) Construction Management for the Gateway Boulevard Project to include bidding assistance, inspection, contract administration, labor compliance, and materials testing.

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

2. Services.

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

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

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

3. Consideration.

(a) Subject to a contract amendment, it is expressly understood and agreed that in no event will the total compensation to be paid Consultant under this Agreement of time and materials for an amount not to exceed **Fifty-Six Thousand Three Hundred Ninety-Six Dollars (\$56,396.00)**.

(b) The Consultant shall complete and submit an invoice showing project name, date of work, purchase order number, invoice number, original contract amount, current invoice amount, total billed to date, remaining contract balance, percentage of work completed, description of task(s), personnel assigned to task, job title of personnel and supporting documentation. Additionally, the Consultant shall submit a project schedule in Microsoft project with a narrative of tasks performed and tasks planned for the next payment period. The City shall pay the Consultant within thirty (30) days of invoice being submitted. The invoice shall be made in writing and delivered to the City as follows:



# Construction Management for the Gateway Boulevard Project

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

#### 4. Term.

This Agreement shall commence upon City's written authorization to proceed and shall continue until completion of the services described above and within Exhibit "A." Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by City without cause, City shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse City for additional costs to be incurred by City in obtaining the work from another consultant.

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

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

#### 6. Subcontracts.

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

#### 7. Independent Contractor.

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

#### 8. Indemnification.

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



## Construction Management for the Gateway Boulevard Project

active negligence, or willful misconduct.

### 9. Insurance.

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

(b) The Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

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

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

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

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

(1) Commercial general liability and automobile liability:

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

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

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

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

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The



## Construction Management for the Gateway Boulevard Project

Consultant shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000.00 per occurrence shall not be acceptable without the prior approval of the City.

(vi) Prior to start of work under this Agreement, the Consultant shall file with the City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 2009 required above shall be attached to the Certificate of Insurance at the time it is filed with the City. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the City has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The City reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the City as to sufficiency of coverage.

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

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

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

### 10. Disadvantaged Business Enterprises ("DBE")

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, Consultant must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by City and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting City's consent for the



## Construction Management for the Gateway Boulevard Project

proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

### 11. Records Retention

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

### 12. Safety

(a) Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City and/or its representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

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

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

### 13. National Labor Relations Board Certification

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

### 14. Statement of Compliance

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless



## Construction Management for the Gateway Boulevard Project

exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

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

### 15. Debarment and Suspension Certification

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

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

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

### 16. State Prevailing Wage Rates

(a) The State of California's General Prevailing Wage Rates are not applicable to this contract.



## Construction Management for the Gateway Boulevard Project

### 17. Miscellaneous.

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

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

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

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

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

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

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

David L Hunt  
Sr. Vice President  
Willdan Engineering  
374 Poli Street, Suite 101  
Ventura, CA 93001-2605

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

### 18. Integration.

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



## Construction Management for the Gateway Boulevard Project

19. Governing Law.

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

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

APPROVED:  
City of Ridgecrest

APPROVED:

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

By: \_\_\_\_\_  
David Hunt, Senior Vice President  
Willdan Engineering

**APPROVED AS TO FORM**  
City Attorney

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

## Project Understanding

Willdan understands that the City of Ridgecrest is seeking a professional consultant to perform construction management, inspection, quality assurance testing, labor compliance, and contract administration for three City projects that are anticipated to be constructed concurrently.

### Gateway Boulevard Rehabilitation Project

This project will rehabilitate the existing asphalt concrete pavement on Gateway Boulevard between Ridgecrest Boulevard (SR 178) and Church Avenue. Existing cross gutters at the intersections with Commercial Avenue, California Avenue, and Church Avenue will be removed and reconstructed – along with the adjacent existing asphalt concrete pavement. The intent is to reduce the longitudinal slope at the approach and departure from each cross gutter to minimize the impact of the dips on Gateway Boulevard. Asphalt concrete paving will include a leveling course and GlasPave interlayer prior to cap paving with hot-mix asphalt with high-tensile fibers. ADA-compliant curb ramps will be constructed at corners where no curb ramps currently exist.

The project will require coordination with Indian Wells Valley Water District for protection and/or removal of adjustment of existing water valves within existing concrete cross gutters and double adjustment of water valve covers with asphalt concrete pavement areas.

The project requires coordination with Caltrans for encroachment permit compliance for the portion of work within Caltrans' right-of-way.

Willdan has completed the PS&E for the subject project. Bids are scheduled to be opened on June 21, 2016. Construction is anticipated to begin in late July 2016. The anticipated construction duration for this project is 35 working days.

### FY 16-17 Street Improvements Project

This project will rehabilitate 12 street segments throughout the city. The rehabilitation strategy will include 2-inch grind and pave, with dig-outs, on residential streets and 2-inch grind, ¾-inch leveling course, GlasPave interlayer, and 1.5-inch HMA cap on collector streets. All cap paving material will include high-tensile fiber reinforcement. The project will also include construction or reconstruction or retrofit of approximately 70 ADA curb ramps. The streets included in this project are:

	Street Name	Limits
1	Silver Ridge Street	Upjohn Avenue to end of cul-de-sac
2	Sanders Street	Upjohn Avenue to Rader Avenue
3	Sierra View Street	Inyokern Road to May Ann Avenue
4	Vicki Avenue	Inyo Street to Randall Street
5	Wayne Street	Reeves Street to Alene Street
6	Chesapeake Street	Rader Avenue to southerly limit
7	Lakeland Street	Cardigan Avenue to southerly limit
8	Cardigan Avenue	Chesapeake Street to Silver Ridge
9	Alice Avenue	Peg Street end of cul-de-sac
10	Sherri Street	Alice Avenue to Drummond Avenue
11	Peg Street	Sydnor Avenue to Alice Avenue
12	Mamie Avenue	Sherri Street to Sierra View Street

Willdan has prepared the PS&E for the subject project. Bids are scheduled to be opened on June 23, 2016. Construction is anticipated to begin in late July 2016. The anticipated construction duration for this project is 60 working days.

## **Richmond Road Bike Path Project**

This project includes construction of a Class I bike path along Richmond Road. The new bike path will extend the existing Bowman Bike Path from approximately 1,000 feet south of Upjohn Avenue to Ridgecrest Boulevard (SR 178). The new asphalt concrete pavement bike path will be constructed along the east side of Richmond Road. The project requires coordination with Caltrans for compliance with encroachment permit compliance for the portion of work within Caltrans right of way.

Willdan has prepared the PS&E for the subject project. Bids are scheduled to be opened on June 23, 2016. Construction is anticipated to begin in late July 2016. The anticipated construction duration of this project is 30 working days.

## **Scope of Work**

Bidding and construction phase services have been scoped as follows for the requested projects.

### **Phase 1 – Project Management**

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

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

### **Phase 2 – Bidding Assistance Services**

- Distribute plans and specifications and maintain bidders' list
- Prepare for and attend pre-bid meeting
- Prepare addenda, if needed
- Perform bid analysis
- Prepare award recommendation

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

#### **Construction Management**

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

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

### Construction Inspection

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

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

### Material Testing Services

Willdan will perform the following quality assurance services per the City's approved QAP.

- Review plans and specifications as they apply to material to be inspected
- Review contractor's mix design submittals
- Conduct all quality assurance testing in Caltrans-certified laboratory or equivalent
- Ensure contractor's quality control testing procedures comply with QAP
- Verify qualifications of contractor's quality control personnel
- Verify calibration of contractor's quality control equipment
- Provide field observation on first day of hot-mix asphalt concrete paving for each project
- Keep records of all samples and tests in project files as permanent job records' materials incorporated into project, represented by failing tests, shall also be documented in project files
- Review contractor's quality control sampling and testing reports for compliance with QAP and project specifications
- Any non-compliant results of materials shall be reported to City's representative (inspector) within 24 hours from time of sampling
- Consultant shall use most economical mode of transportation available consistent with time element involved

### Labor Compliance Services

- Verify applicable wage determination ten (10) days prior to bid opening; document verification as required.
- Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
- Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
- Receive, pursue, and document labor complaints; prepare violations reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
- Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.

- Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
- Coordinate project file reviews by authorized county, state, and federal agencies.
- Submit complete federal labor compliance file to City for retention.

**Project Fee**

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

<u>Project</u>	<u>Proposed Fee</u>
Gateway Boulevard Rehabilitation Project	\$56,396
FY 16-17 Street Improvements Project	\$99,373
Richmond Road Bike Path Project	\$47,858

The public works observation and construction management hours indicated in the following breakdown assume a 35-working day construction duration for the Gateway Boulevard Rehabilitation project, a 60-working day construction duration for the FY 16-17 Street Improvements project, and a 30-working day construction duration for the Richmond Road Bike Path project, to be provided on a time-and-materials basis. For the purposes of this proposal, it is assumed that all three projects will be constructed concurrently. If the construction duration exceeds a total of 60-working days from start of the first project to the end of the last project, additional compensation may be warranted.

The inspection rate included in the following schedule is for straight time. Overtime will be charged at 1.25 times the standard hourly rates. Sundays and holidays will be charged at 1.70 times the standard hourly rates.

**PROPOSED HOURS AND FEE SCHEDULE  
CONSTRUCTION ENGINEERING SERVICES  
FOR GATEWAY BOULEVARD REHABILITATION PROJECT  
CITY OF RIDGECREST**

TASK / CLASSIFICATION	PRINCIPAL GEOTECHNICAL ENGINEER	DEPUTY DIRECTOR	PROJECT ENGINEER	CONSTRUCTION MANAGER	ASSITANT ENGINEER III	LABOR COMPLIANCE MANAGER	SENIOR TECHNICIAN	SUPERVISING PUBLIC WORKS OBSERVER	PUBLIC WORKS OBSERVER	ASSITANT ENGINEER I	CLERICAL	TOTAL LABOR HOURS	MISC. EXPENSE	TOTAL COST
<b>HOURLY RATE:</b>	\$200	\$195	\$160	\$154	\$127	\$127	\$110	\$106	\$106	\$100	\$69			
BIDDING ASSISTANCE					12	2				8	4	26	\$200	\$3,074
PROJECT MANAGEMENT/QUALITY CONTROL		14										14	\$0	\$2,730
PRECONSTRUCTION SERVICES					12	8			12	4	2	38	\$200	\$4,894
CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION					56	21				20	12	109	\$500	\$14,669
CONSTRUCTION OBSERVATION								28	175			203	\$750	\$22,343
MATERIALS TESTING SERVICES (PROVIDE QA SERVICES)*	4		4				12					20	\$1,000	\$3,860
LABOR COMPLIANCE SERVICES						38						38	\$0	\$4,826
<b>TOTALS</b>	<b>4</b>	<b>14</b>	<b>4</b>	<b>68</b>	<b>41</b>	<b>2</b>	<b>12</b>	<b>28</b>	<b>187</b>	<b>32</b>	<b>18</b>	<b>410</b>	<b>\$2,650</b>	<b>\$66,396</b>

This not-to-exceed fee is based upon a 35-working day construction duration. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates, per our previously submitted Statement of Qualifications. This proposal assumes that inspection services will be performed concurrently with inspection services being provided on the FY 16-17 Street Improvements project and the Richmond Road Bike Path project. Should the projects not be inspected concurrently, additional services will be provided on a time-and-materials basis at Willdan's standard hourly rates.

**PROPOSED HOURS AND FEE SCHEDULE  
CONSTRUCTION ENGINEERING SERVICES  
FOR FY 16-17 STREET IMPROVEMENTS PROJECT  
CITY OF RIDGECREST**

TASK / CLASSIFICATION	PRINCIPAL GEOTECHNICAL ENGINEER	DEPUTY DIRECTOR	PROJECT ENGINEER	CONSTRUCTION MANAGER	ASSITANT ENGINEER III	LABOR COMPLIANCE MANAGER	SENIOR TECHNICIAN	SUPERVISING PUBLIC WORKS OBSERVER	PUBLIC WORKS OBSERVER	ASSITANT ENGINEER I	CLERICAL	TOTAL LABOR HOURS	MISC. EXPENSE	TOTAL COST
<b>HOURLY RATE:</b>	\$200	\$195	\$160	\$154	\$127	\$127	\$110	\$106	\$106	\$100	\$69			
BIDDING ASSISTANCE*												0	\$0	\$0
PROJECT MANAGEMENT/QUALITY CONTROL		24										24	\$0	\$4,680
PRECONSTRUCTION SERVICES					8	12			12	4	2	38	\$200	\$4,786
CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION					24	120				32	20	196	\$1,000	\$24,616
CONSTRUCTION OBSERVATION								48	420			468	\$1,250	\$50,983
MATERIALS TESTING SERVICES (PROVIDE QA SERVICES)*	8		8				20					36	\$1,000	\$6,180
LABOR COMPLIANCE SERVICES						64						64	\$0	\$8,128
<b>TOTALS</b>	<b>8</b>	<b>24</b>	<b>8</b>	<b>32</b>	<b>132</b>	<b>0</b>	<b>20</b>	<b>48</b>	<b>432</b>	<b>36</b>	<b>22</b>	<b>762</b>	<b>\$3,450</b>	<b>\$99,373</b>

\* Bidding assistance services for this project are already included in Willdan's design phase contract. This not-to-exceed fee is based upon a 60-working day construction duration. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates, per our previously submitted Statement of Qualifications. This proposal assumes that inspection services will be performed concurrently with inspection services being provided on the Gateway Boulevard Rehabilitation project and the Richmond Road Bike Path project. Should the projects not be inspected concurrently, additional services will be provided on a time-and-materials basis at Willdan's standard hourly rates.

**PROPOSED HOURS AND FEE SCHEDULE  
CONSTRUCTION ENGINEERING SERVICES  
FOR RICHMOND ROAD BIKE PATH PROJECT  
CITY OF RIDGECREST**

TASK / CLASSIFICATION	PRINCIPAL GEOTECHNICAL ENGINEER	DEPUTY DIRECTOR	PROJECT ENGINEER	CONSTRUCTION MANAGER	ASSITANT ENGINEER III	LABOR COMPLIANCE MANAGER	SENIOR TECHNICIAN	SUPERVISING PUBLIC WORKS OBSERVER	PUBLIC WORKS OBSERVER	ASSITANT ENGINEER I	CLERICAL	TOTAL LABOR HOURS	MISC. EXPENSE	TOTAL COST
<b>HOURLY RATE:</b>	\$200	\$195	\$160	\$154	\$127	\$127	\$110	\$106	\$106	\$100	\$69			
BIDDING ASSISTANCE					12	2				8	4	26	\$200	\$3,074
PROJECT MANAGEMENT/QUALITY CONTROL		12										12	\$201	\$2,561
PRECONSTRUCTION SERVICES					8	12			8	4	2	34	\$200	\$4,362
CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION					12	48				20	10	90	\$450	\$11,129
CONSTRUCTION OBSERVATION								24	150			174	\$500	\$18,994
MATERIALS TESTING SERVICES (PROVIDE QA SERVICES)*	4		4				8					16	\$1,000	\$3,420
LABOR COMPLIANCE SERVICES						34						34	\$0	\$4,318
<b>TOTALS</b>	<b>4</b>	<b>12</b>	<b>4</b>	<b>20</b>	<b>72</b>	<b>2</b>	<b>8</b>	<b>24</b>	<b>158</b>	<b>32</b>	<b>16</b>	<b>352</b>	<b>\$2,551</b>	<b>\$47,858</b>

This not-to-exceed fee is based upon a 30-working day construction duration. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates, per our previously submitted Statement of Qualifications. This proposal assumes that inspection services will be performed concurrently with inspection services being provided on the Gateway Boulevard Rehabilitation project and the FY 16-17 Street Improvements project. Should the projects not be inspected concurrently, additional services will be provided on a time-and-materials basis at Willdan's standard hourly rates.

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

**SUBJECT:** Approve The Professional Services Agreement With The Firm Willdan Engineering In The Amount of Forty-Seven Thousand Eight Hundred Fifty-Eight Dollars (\$47,858.00)To Provide Construction Management For The Richmond Bike Path Project And Authorize The City Manager, Dennis Speer, To Execute The Agreement

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

**SUMMARY:**  
The City of Ridgecrest requires the services of an engineering consulting firm to provide Construction Management for The Richmond Bike Path Project from the existing Bowman Bike Path to the Park and Ride on East Ridgecrest Boulevard. The specific project includes a Class I bike path.

The proposed services are on a time and materials basis not to exceed and include bidding assistance, award package, inspection, contract administration, federal contract administration, federal labor compliance, and materials testing.

The fee for the project is Forty-Seven Thousand Eight Hundred Fifty-Eight Dollars (\$47,858.00) and will be funded by Article 3 Transportation Development Act funds administered by Kern County of Governments.

This fee will be expended from the capital improvement account 018-4760-430-2109 project number BL-16-05

Staff recommends that the City Council approves the agreement and authorizes the City Manager, Dennis Speer, to execute the agreement with the engineering firm Willdan Engineering.

**FISCAL IMPACT:** \$47,858.00

Reviewed by Finance Director

**ACTION REQUESTED:** Adopt A Resolution To Approve The Professional Services Agreement With The Firm Willdan Engineering In The Amount of Forty-Seven Thousand Eight Hundred Fifty-Eight Dollars (\$47,858.00)To Provide Construction Management For The Richmond Bike Path Project And Authorize The City Manager, Dennis Speer, To Execute The Agreement

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date June 15, 2016

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**RESOLUTION NO. 16-XX**

**A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM WILLDAN ENGINEERING IN THE AMOUNT OF FORTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-EIGHT DOLLARS (\$47,858.00) TO PROVIDE CONSTRUCTION MANAGEMENT FOR THE RICHMOND BIKE PATH PROJECT AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE AGREEMENT**

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

**WHEREAS**, The project limits are from the existing Bowman Bike Path to the Park and Ride on East Ridgecrest Boulevard and includes a Class I bike path; and

**WHEREAS**, The proposed services are on a time and materials basis not to exceed and include bidding assistance, inspection, federal compliance, labor compliance, contract administration and materials testing; and

**WHEREAS**, The fee for the project is Forty-Seven Thousand Eight Hundred Fifty-Eight Dollars (\$47,858.00) and will be funded by Article 3 Transportation Development Act funds administered by Kern County of Governments; and

**WHEREAS**, This fee will be expended from the capital improvement account 018-4760-430-2109 project number BL 16-05

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

1. Authorizes the Approval of a Professional Services Agreement for Construction Management with the firm Willdan Engineering in the amount of Forty-Seven Thousand Eight Hundred Fifty-Eight Dollars (\$47,858.00).
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer, to execute the Professional Services Agreement.

**APPROVED AND ADOPTED** this 15<sup>th</sup> day of June 2016 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, CMC, City Clerk

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# Construction Management for the Richmond Bike Path Project

## CONSULTANT AGREEMENT

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

1. Purpose.
  - (a) Bidding Assistance, Labor Compliance, Inspection, Material Testing, and Contract Administration.
  - (b) Consultant is uniquely trained, experienced, competent, and qualified to perform such professional services required by this agreement ("Agreement").
  
2. Services.
  - (a) The work to be performed by Consultant is specified in Exhibit "A," "Scope of Services," attached hereto and incorporated by reference.
  - (b) Services and work provided by the Consultant at City's request under this Agreement shall be performed in a timely manner and shall be consistent with all requirements and standards established by applicable Federal, State, and local laws, ordinances, regulations, and resolutions.
  - (c) Consultant must be expressly authorized to perform any of the required services under this Agreement by City or a designated representative who shall administer this Agreement. Consultant shall report progress of work on a monthly basis, or as determined by City or a designated representative.
  
3. Consideration.
  - (a) Subject to a contract amendment, it is expressly understood and agreed that in no event will the total compensation to be paid Consultant under this Agreement of time and materials for an amount not to exceed **Forty-Seven Thousand Eight Hundred Fifty-Eight Dollars (\$47,858.00)**.
  - (b) The Consultant shall complete and submit an invoice showing project name, date of work, purchase order number, invoice number, original contract amount, current invoice amount, total billed to date, remaining contract balance, percentage of work completed, description of task(s), personnel assigned to task, job title of personnel and supporting documentation. Additionally, the Consultant shall submit a project schedule in Microsoft project with a narrative of tasks performed and tasks planned for the next payment period. The City shall pay the Consultant within thirty (30) days of invoice being submitted. The invoice shall be made in writing and delivered to the City as follows:

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



## Construction Management for the Richmond Bike Path Project

### 4. Term.

This Agreement shall commence upon City's written authorization to proceed and shall continue until completion of the services described above and within Exhibit "A." Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by City without cause, City shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse City for additional costs to be incurred by City in obtaining the work from another consultant.

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

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

### 6. Subcontracts.

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

### 7. Independent Contractor.

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

### 8. Indemnification.

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

### 9. Insurance.

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



## Construction Management for the Richmond Bike Path Project

Consultant, officers, agents, employees, or volunteers.

(b) The Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

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

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

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

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

(1) Commercial general liability and automobile liability:

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

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

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

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

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000.00 per occurrence shall not be acceptable without the prior approval of the City.



## Construction Management for the Richmond Bike Path Project

(vi) Prior to start of work under this Agreement, the Consultant shall file with the City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 2009 required above shall be attached to the Certificate of Insurance at the time it is filed with the City. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the City has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The City reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the City as to sufficiency of coverage.

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

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

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

### 10. Disadvantaged Business Enterprises ("DBE")

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, Consultant must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by City and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting City's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

### 11. Records Retention

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq.,



## Construction Management for the Richmond Bike Path Project

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

### 12. Safety

(a) Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City and/or its representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

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

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

### 13. National Labor Relations Board Certification

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

### 14. Statement of Compliance

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

(b) During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental



## Construction Management for the Richmond Bike Path Project

disability, medical condition, age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

### 15. Debarment and Suspension Certification

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

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

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

### 16. State Prevailing Wage Rates

(a) The State of California's General Prevailing Wage Rates are not applicable to this contract.

### 17. Miscellaneous.

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



## Construction Management for the Richmond Bike Path Project

mentioned documents are reused by the City, revisions will be indicated and the Consultant will be released and held harmless of liabilities by City.

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

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

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

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

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

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

David L Hunt  
Sr. Vice President  
Willdan Engineering  
374 Poli Street, Suite 101  
Ventura, CA 93001-2605

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

### 18. Integration.

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

### 19. Governing Law.

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



# Construction Management for the Richmond Bike Path Project

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

APPROVED:  
City of Ridgecrest

APPROVED:

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

By: \_\_\_\_\_  
Bill Pagett, Director City  
Engineering Services

**APPROVED AS TO FORM**  
City Attorney

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

## Project Understanding

Willdan understands that the City of Ridgecrest is seeking a professional consultant to perform construction management, inspection, quality assurance testing, labor compliance, and contract administration for three City projects that are anticipated to be constructed concurrently.

### Gateway Boulevard Rehabilitation Project

This project will rehabilitate the existing asphalt concrete pavement on Gateway Boulevard between Ridgecrest Boulevard (SR 178) and Church Avenue. Existing cross gutters at the intersections with Commercial Avenue, California Avenue, and Church Avenue will be removed and reconstructed – along with the adjacent existing asphalt concrete pavement. The intent is to reduce the longitudinal slope at the approach and departure from each cross gutter to minimize the impact of the dips on Gateway Boulevard. Asphalt concrete paving will include a leveling course and GlasPave interlayer prior to cap paving with hot-mix asphalt with high-tensile fibers. ADA-compliant curb ramps will be constructed at corners where no curb ramps currently exist.

The project will require coordination with Indian Wells Valley Water District for protection and/or removal of adjustment of existing water valves within existing concrete cross gutters and double adjustment of water valve covers with asphalt concrete pavement areas.

The project requires coordination with Caltrans for encroachment permit compliance for the portion of work within Caltrans' right-of-way.

Willdan has completed the PS&E for the subject project. Bids are scheduled to be opened on June 21, 2016. Construction is anticipated to begin in late July 2016. The anticipated construction duration for this project is 35 working days.

### FY 16-17 Street Improvements Project

This project will rehabilitate 12 street segments throughout the city. The rehabilitation strategy will include 2-inch grind and pave, with dig-outs, on residential streets and 2-inch grind, ¾-inch leveling course, GlasPave interlayer, and 1.5-inch HMA cap on collector streets. All cap paving material will include high-tensile fiber reinforcement. The project will also include construction or reconstruction or retrofit of approximately 70 ADA curb ramps. The streets included in this project are:

	Street Name	Limits
1	Silver Ridge Street	Upjohn Avenue to end of cul-de-sac
2	Sanders Street	Upjohn Avenue to Rader Avenue
3	Sierra View Street	Inyokern Road to May Ann Avenue
4	Vicki Avenue	Inyo Street to Randall Street
5	Wayne Street	Reeves Street to Alene Street
6	Chesapeake Street	Rader Avenue to southerly limit
7	Lakeland Street	Cardigan Avenue to southerly limit
8	Cardigan Avenue	Chesapeake Street to Silver Ridge
9	Alice Avenue	Peg Street end of cul-de-sac
10	Sherri Street	Alice Avenue to Drummond Avenue
11	Peg Street	Sydnor Avenue to Alice Avenue
12	Mamie Avenue	Sherri Street to Sierra View Street

Willdan has prepared the PS&E for the subject project. Bids are scheduled to be opened on June 23, 2016. Construction is anticipated to begin in late July 2016. The anticipated construction duration for this project is 60 working days.

## **Richmond Road Bike Path Project**

This project includes construction of a Class I bike path along Richmond Road. The new bike path will extend the existing Bowman Bike Path from approximately 1,000 feet south of Upjohn Avenue to Ridgecrest Boulevard (SR 178). The new asphalt concrete pavement bike path will be constructed along the east side of Richmond Road. The project requires coordination with Caltrans for compliance with encroachment permit compliance for the portion of work within Caltrans right of way.

Willdan has prepared the PS&E for the subject project. Bids are scheduled to be opened on June 23, 2016. Construction is anticipated to begin in late July 2016. The anticipated construction duration of this project is 30 working days.

## **Scope of Work**

Bidding and construction phase services have been scoped as follows for the requested projects.

### **Phase 1 – Project Management**

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

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

### **Phase 2 – Bidding Assistance Services**

- Distribute plans and specifications and maintain bidders' list
- Prepare for and attend pre-bid meeting
- Prepare addenda, if needed
- Perform bid analysis
- Prepare award recommendation

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

#### **Construction Management**

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

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

### Construction Inspection

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

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

### Material Testing Services

Willdan will perform the following quality assurance services per the City's approved QAP.

- Review plans and specifications as they apply to material to be inspected
- Review contractor's mix design submittals
- Conduct all quality assurance testing in Caltrans-certified laboratory or equivalent
- Ensure contractor's quality control testing procedures comply with QAP
- Verify qualifications of contractor's quality control personnel
- Verify calibration of contractor's quality control equipment
- Provide field observation on first day of hot-mix asphalt concrete paving for each project
- Keep records of all samples and tests in project files as permanent job records' materials incorporated into project, represented by failing tests, shall also be documented in project files
- Review contractor's quality control sampling and testing reports for compliance with QAP and project specifications
- Any non-compliant results of materials shall be reported to City's representative (inspector) within 24 hours from time of sampling
- Consultant shall use most economical mode of transportation available consistent with time element involved

### Labor Compliance Services

- Verify applicable wage determination ten (10) days prior to bid opening; document verification as required.
- Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
- Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
- Receive, pursue, and document labor complaints; prepare violations reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
- Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.

- Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
- Coordinate project file reviews by authorized county, state, and federal agencies.
- Submit complete federal labor compliance file to City for retention.

**Project Fee**

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

<u>Project</u>	<u>Proposed Fee</u>
Gateway Boulevard Rehabilitation Project	\$56,396
FY 16-17 Street Improvements Project	\$99,373
Richmond Road Bike Path Project	\$47,858

The public works observation and construction management hours indicated in the following breakdown assume a 35-working day construction duration for the Gateway Boulevard Rehabilitation project, a 60-working day construction duration for the FY 16-17 Street Improvements project, and a 30-working day construction duration for the Richmond Road Bike Path project, to be provided on a time-and-materials basis. For the purposes of this proposal, it is assumed that all three projects will be constructed concurrently. If the construction duration exceeds a total of 60-working days from start of the first project to the end of the last project, additional compensation may be warranted.

The inspection rate included in the following schedule is for straight time. Overtime will be charged at 1.25 times the standard hourly rates. Sundays and holidays will be charged at 1.70 times the standard hourly rates.

**PROPOSED HOURS AND FEE SCHEDULE  
CONSTRUCTION ENGINEERING SERVICES  
FOR GATEWAY BOULEVARD REHABILITATION PROJECT  
CITY OF RIDGECREST**

TASK / CLASSIFICATION	PRINCIPAL GEOTECHNICAL ENGINEER	DEPUTY DIRECTOR	PROJECT ENGINEER	CONSTRUCTION MANAGER	ASSITANT ENGINEER III	LABOR COMPLIANCE MANAGER	SENIOR TECHNICIAN	SUPERVISING PUBLIC WORKS OBSERVER	PUBLIC WORKS OBSERVER	ASSITANT ENGINEER I	CLERICAL	TOTAL LABOR HOURS	MISC. EXPENSE	TOTAL COST
<b>HOURLY RATE:</b>	\$200	\$195	\$160	\$154	\$127	\$127	\$110	\$106	\$106	\$100	\$69			
BIDDING ASSISTANCE					12	2				8	4	26	\$200	\$3,074
PROJECT MANAGEMENT/QUALITY CONTROL		14										14	\$0	\$2,730
PRECONSTRUCTION SERVICES					12	8			12	4	2	38	\$200	\$4,894
CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION					56	21				20	12	109	\$500	\$14,669
CONSTRUCTION OBSERVATION								28	175			203	\$750	\$22,343
MATERIALS TESTING SERVICES (PROVIDE QA SERVICES)*	4		4				12					20	\$1,000	\$3,860
LABOR COMPLIANCE SERVICES						38						38	\$0	\$4,826
<b>TOTALS</b>	<b>4</b>	<b>14</b>	<b>4</b>	<b>68</b>	<b>41</b>	<b>2</b>	<b>12</b>	<b>28</b>	<b>187</b>	<b>32</b>	<b>18</b>	<b>410</b>	<b>\$2,650</b>	<b>\$66,396</b>

This not-to-exceed fee is based upon a 35-working day construction duration. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates, per our previously submitted Statement of Qualifications. This proposal assumes that inspection services will be performed concurrently with inspection services being provided on the FY 16-17 Street Improvements project and the Richmond Road Bike Path project. Should the projects not be inspected concurrently, additional services will be provided on a time-and-materials basis at Willdan's standard hourly rates.

**PROPOSED HOURS AND FEE SCHEDULE  
CONSTRUCTION ENGINEERING SERVICES  
FOR FY 16-17 STREET IMPROVEMENTS PROJECT  
CITY OF RIDGECREST**

TASK / CLASSIFICATION	PRINCIPAL GEOTECHNICAL ENGINEER	DEPUTY DIRECTOR	PROJECT ENGINEER	CONSTRUCTION MANAGER	ASSITANT ENGINEER III	LABOR COMPLIANCE MANAGER	SENIOR TECHNICIAN	SUPERVISING PUBLIC WORKS OBSERVER	PUBLIC WORKS OBSERVER	ASSITANT ENGINEER I	CLERICAL	TOTAL LABOR HOURS	MISC. EXPENSE	TOTAL COST
<b>HOURLY RATE:</b>	\$200	\$195	\$160	\$154	\$127	\$127	\$110	\$106	\$106	\$100	\$69			
BIDDING ASSISTANCE*												0	\$0	\$0
PROJECT MANAGEMENT/QUALITY CONTROL		24										24	\$0	\$4,680
PRECONSTRUCTION SERVICES					8	12			12	4	2	38	\$200	\$4,786
CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION					24	120				32	20	196	\$1,000	\$24,616
CONSTRUCTION OBSERVATION								48	420			468	\$1,250	\$50,983
MATERIALS TESTING SERVICES (PROVIDE QA SERVICES)*	8		8				20					36	\$1,000	\$6,180
LABOR COMPLIANCE SERVICES						64						64	\$0	\$8,128
<b>TOTALS</b>	<b>8</b>	<b>24</b>	<b>8</b>	<b>32</b>	<b>132</b>	<b>0</b>	<b>20</b>	<b>48</b>	<b>432</b>	<b>36</b>	<b>22</b>	<b>762</b>	<b>\$3,450</b>	<b>\$99,373</b>

\* Bidding assistance services for this project are already included in Willdan's design phase contract. This not-to-exceed fee is based upon a 60-working day construction duration. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates, per our previously submitted Statement of Qualifications. This proposal assumes that inspection services will be performed concurrently with inspection services being provided on the Gateway Boulevard Rehabilitation project and the Richmond Road Bike Path project. Should the projects not be inspected concurrently, additional services will be provided on a time-and-materials basis at Willdan's standard hourly rates.

**PROPOSED HOURS AND FEE SCHEDULE  
CONSTRUCTION ENGINEERING SERVICES  
FOR RICHMOND ROAD BIKE PATH PROJECT  
CITY OF RIDGECREST**

TASK / CLASSIFICATION	PRINCIPAL GEOTECHNICAL ENGINEER	DEPUTY DIRECTOR	PROJECT ENGINEER	CONSTRUCTION MANAGER	ASSITANT ENGINEER III	LABOR COMPLIANCE MANAGER	SENIOR TECHNICIAN	SUPERVISING PUBLIC WORKS OBSERVER	PUBLIC WORKS OBSERVER	ASSITANT ENGINEER I	CLERICAL	TOTAL LABOR HOURS	MISC. EXPENSE	TOTAL COST
<b>HOURLY RATE:</b>	\$200	\$195	\$160	\$154	\$127	\$127	\$110	\$106	\$106	\$100	\$69			
BIDDING ASSISTANCE					12	2				8	4	26	\$200	\$3,074
PROJECT MANAGEMENT/QUALITY CONTROL		12										12	\$201	\$2,561
PRECONSTRUCTION SERVICES					8	12			8	4	2	34	\$200	\$4,362
CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION					12	48				20	10	90	\$450	\$11,129
CONSTRUCTION OBSERVATION								24	150			174	\$500	\$18,994
MATERIALS TESTING SERVICES (PROVIDE QA SERVICES)*	4		4				8					16	\$1,000	\$3,420
LABOR COMPLIANCE SERVICES						34						34	\$0	\$4,318
<b>TOTALS</b>	<b>4</b>	<b>12</b>	<b>4</b>	<b>20</b>	<b>72</b>	<b>2</b>	<b>8</b>	<b>24</b>	<b>158</b>	<b>32</b>	<b>16</b>	<b>352</b>	<b>\$2,551</b>	<b>\$47,858</b>

This not-to-exceed fee is based upon a 30-working day construction duration. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates, per our previously submitted Statement of Qualifications. This proposal assumes that inspection services will be performed concurrently with inspection services being provided on the Gateway Boulevard Rehabilitation project and the FY 16-17 Street Improvements project. Should the projects not be inspected concurrently, additional services will be provided on a time-and-materials basis at Willdan's standard hourly rates.

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

**SUBJECT:**

Proposed Action To Approve A Letter Of Protest To Antelope Valley Cancer Center Regarding The Closure Of The Radiation Therapy Department – Ridgecrest Office And Authorizing Staff To Draft The Letter For The Mayor's Signature

**PRESENTED BY:**

Peggy Breeden - Mayor

**SUMMARY:**

At the Regular meeting of Council dated June 1, 2016, Mayor Breeden requested an agenda item authorizing the City of Ridgecrest City Council to issue a formal letter of protest to Antelope Valley Cancer Center regarding the recent closure of the Radiation Therapy Department in the Ridgecrest Office

An approved motion for this item would authorize staff to draft the protest letter and authorize the Mayor to sign the letter on behalf of the Council.

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Proposed action is to approve by minute motion, authorization to staff to draft and the Mayor to sign a letter of protest to Antelope Valley Cancer Center regarding the closure of the Radiation Therapy Department at the Ridgecrest Office.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: June 15, 2016

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

SUBJECT: A Public Hearing regarding the Annexation to the existing Ridgecrest Landscaping and Lighting District No. 2012-1; Tabulation of the protest ballots received regarding the proposed new assessments; and Adoption of Resolutions (1) Declaring The Results Of The Property Owner Protest Ballot Proceeding Conducted For The Levy Of Assessments Related To The Annexation Of Tracts 6700, 6775 To The Ridgecrest Landscaping And Lighting District No. 2012-1; and (2) Confirming The Annexation Of Tracts 6700 And 6775 To The Ridgecrest Landscaping And Lighting District No. 2012-1, The Diagram And Assessments Related Thereto, Overruling All Protests Concerning The Assessments, And Ordering The Levy And Collection Of Assessments For Fiscal Year 2016/2017.

**PRESENTED BY:**

Dennis Speer, Public Works Directors

**SUMMARY:**

As a condition of approval for Tract Maps 6700 & 6775, the developer is required to annex their development into the existing City of Ridgecrest Landscaping and Lighting District No. 2012-1. At the April 20, 2016 City Council Meeting, the City Council adopted along with other resolutions, a Resolution of Intention which set June 15, 2016 as the public hearing date for the proposed annexation of Tract 6700 and Tract 6775 ("Annexation Territory") into Landscaping and Lighting District No. 2012-1 (the "District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code and called for the protest ballot proceeding regarding the new assessments for the Annexation Territory, in compliance with the substantive and procedural requirements of the California State Constitution, Articles XIIIID.

The City of Ridgecrest is proposing annex the properties within the Annexation Territory to the District to ensure a dedicated revenue source to fund the expenses related to the special benefit to properties in the Annexation Territory and District for the ongoing maintenance, operation and servicing of the local streetscape landscaping and street lighting improvements established in connection with development of the properties within these residential subdivisions. The Annexation Territory is generally located on the west side of College Heights Boulevard, south of Springer Avenue, and just north of Kendall Avenue and the existing District (Tract 6740). At build out this Annexation Territory will include the seventy-six (76) single-family residential properties planned for Tract 6775 and an additional fifty-three (53) single-family residential properties, a park site and drainage basin within Tract 6700.

Tonight, staff recommends that the City Council take the next and final steps to complete the annexation process for Tracts 6700 and 6775. 1) It is requested that the City Council open the Public Hearing regarding the annexation of Tracts 6700 and 6775 to the District and the proposed assessments in order to accept public testimony and any written protests regarding these proceedings. 2) Upon conclusion of the public testimony, the Mayor will close the public hearing and direct the City clerk or their designee to open and

tabulate the ballots received, which may take a few minutes.

3) Upon completion of the tabulation, the City Clerk will present to the City Council the results of that tabulation which will be in the form of total dollars (\$) in support of the assessments ("Yes" votes) and the total dollars (\$) opposed to the assessments ("No" votes); and as a matter of procedure, the City Council would then adopt the first of two resolutions which formally declares the results of protest ballot proceedings.

4) Based on the weighted ballot tabulation results, if the "No" votes exceed the "Yes" votes then there is a majority protest of the proposed assessments and the City Council will abandon any further proceedings at this time to annex this Annexation Territory to the District or to levy the annual assessments. If majority protest does not exist, it is requested that the City Council adopt the second resolution which formally annexes Tracts 6700 and 6775 to the District, confirms the Assessment Diagram and assessments outlined in the Engineer's Report, and orders the levy and collection of the assessments for the Annexation Territory to be collected on the County tax rolls for Fiscal Year 2016/2017 as identified in the Engineer's Report.

The total annual maximum assessment amount balloted for Tract 6700 is \$16,117.25 and \$23,111.53 for Tract 6775. The total assessment proposed for Fiscal Year 2016/2017 is \$4,805.78 for Tract 6700 and \$6,891.30 for Tract 6775.

**FISCAL IMPACT:** Formation costs are being paid for by the developer

Reviewed by Finance Director

**ACTION REQUESTED:**

- 1.) Conduct the Public Hearing regarding the Annexation to the Ridgecrest Landscape and Lighting District 2012-1
- 2.) Direct City Clerk or their designee to tabulate the ballots returned.
- 3.) Adopt the resolution declaring the results of the protest balloting.
- 4.) Adopt the resolution confirming the Engineer's Report and the Assessment Diagram, and ordering the levy of assessments for fiscal year 2016/2017

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

**RESOLUTION NO. 16-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, DECLARING THE RESULTS OF THE PROPERTY OWNER PROTEST BALLOT PROCEEDING CONDUCTED FOR THE LEVY OF ASSESSMENTS RELATED TO THE ANNEXATION OF TRACTS 6700 AND 6775 TO THE RIDGECREST LANDSCAPING AND LIGHTING DISTRICT NO. 2012-1, COMMENCING IN FISCAL YEAR 2016/2017 AND APPROVING CERTAIN RELATED ACTIONS**

**WHEREAS**, the City Council called and duly held a property owner protest ballot proceeding for the annexation of Tract 6700 and Tract 6775 (“Annexation Territory”) to Landscaping and Lighting District No. 2012-1 (“District”) pursuant to the provisions of the Landscaping and Lighting Act of 1972 being Part 2, Division 15 of the California Streets and Highways Code (the “Act”), and the California Constitution Article XIID (the “Constitution”) for the purpose of presenting to the qualified property owners within the proposed Annexation Territory, the annual levy of assessments for the improvements connected therewith. The proposed Annexation Territory is comprised of the 53 single-family residential parcels in Tract 6700 and the 76 single-family residential parcels in Tract 6775, generally located west of College Heights Boulevard, north of Kendall Avenue and south of Springer Avenue. The annual levy of assessments commencing in fiscal year 2016/2017, as presented to the affected property owners of record in this ballot proceeding, included and identified the initial maximum assessment rate and the proportional assessment amount balloted for each respective parcel, as well as the annual inflationary adjustment applicable to future assessments and the total amount balloted for the Annexation Territory. These assessments as presented are intended to fund the special benefit costs and expenses related to the operation, maintenance and servicing of the landscaping and street lighting improvements and appurtenant facilities that benefit those properties, and,

**WHEREAS**, the landowner(s) of record within the proposed Annexation Territory as of the close of the Public Hearing held on June 15, 2016 did cast their ballots, weighted by the proportional financial obligation of each ballot, the results of which are illustrated below:

Total Ballots Cast	Yes Total	No Total
\$ _____	\$ _____	\$ _____

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Ridgecrest does hereby find and declare as follows:

1. The above recitals are true and correct.

2. The protest proceedings for the Annexation Territory was conducted pursuant to the provisions of the Constitution with ballots presented to the affected property owner(s) for receipt by the City Clerk prior to the conclusion of the Public Hearing on June 15, 2016, with each ballot weighted according to the proportional financial obligation of the affected property.
3. The tabulation and canvass of the property owner protest ballots was conducted by the City Clerk or their designee, with all valid protest ballots returned by the affected property owners being counted, the results of which as shown herein, have been presented to the City Council and are hereby confirmed.
4. The City Clerk is hereby directed to enter this Resolution into the minutes of the City Council, which shall constitute the official declaration of the result of such property owner protest proceeding.

This Resolution shall become effective immediately upon its adoption and the City Clerk shall certify the adoption of this Resolution.

**APPROVED AND ADOPTED** this 15<sup>th</sup> day of June 2016 by the following vote

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

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

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

**RESOLUTION NO. 16-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA CONFIRMING THE ANNEXATION OF TRACTS 6700 AND 6775 TO THE RIDGECREST LANDSCAPING AND LIGHTING DISTRICT NO. 2012-1, THE DIAGRAM AND ASSESSMENTS RELATED THERETO, OVERRULING ALL PROTESTS CONCERNING THE ASSESSMENTS, AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2016/2017**

**WHEREAS**, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act"), the City Council by Resolution No. 16-43 initiated proceedings and ordered the preparation of an Engineer's Report in connection with the annexation of Tract 6770 and Tract 6775 ("Annexation Territory") to Landscaping and Lighting District No. 2012-1 ("District") for Fiscal Year 2016/2017 to fund the special benefit costs and expenses for the ongoing maintenance, operation and servicing of the landscaping and lighting improvements and appurtenant facilities related thereto. Said Annexation Territory is comprised of the 53 single-family residential parcels in Tract 6700 and the 76 single-family residential parcels in Tract 6775, generally located west of College Heights Boulevard, north of Kendall Avenue and south of Springer Avenue; and,

**WHEREAS**, after fully considering the Engineer's Report presented, the City Council adopted Resolution No. 16-44 approving said Engineer's Report, declared its intention to annex the Annexation Territory to the District, to conduct a property owner protest ballot proceeding for the proposed new assessments related thereto in accordance with the provisions of Article XIID of the California Constitution (the "Constitution") and Government Code §§ 53750 et seq., and set the Public Hearing to be noticed pursuant to applicable law for June 21, 2016 at 6:00 p.m.; and,

**WHEREAS**, notices and ballots were mailed to the property owners of record regarding the annexation of the Annexation Territory to the District and new assessments as described in the Engineer's Report, pursuant to the applicable laws and regulations governing majority protest proceedings for return receipt prior to the close of the public hearing on June 21, 2016; and

**WHEREAS**, on June 21, 2016, the City Council held the duly noticed Public Hearing not less than 45 days after the mailing of the notices and ballots, to consider all oral statements and written protests, objections, and communication made or filed by any interested person regarding the annexation of the Annexation Territory to the District and the proposed new assessments; and to receive and accept all protest ballots from the property owners of record within the Annexation Territory; and,

**WHEREAS**, at the conclusion of the Public Hearing, a tabulation and canvass of the property owner protest ballots was conducted by the City Clerk or their designee, with all valid protest ballots returned by the affected property owners being counted; and,

**WHEREAS**, by resolution the City Council confirmed the results of the ballot tabulation and property owner protest proceeding conducted in accordance with the provisions of the Constitution, the results of which indicated that majority protest did not exist for the new assessments as presented and to be levied on properties within the Annexation Territory commencing fiscal year 2016/2017.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Ridgecrest does hereby find and declare as follows:

1. The above recitals are true and correct.
2. Following notice duly given, the City Council has held a full and fair public hearing regarding the annexation of Tract 6700 and 6775 (Annexation Territory) to Landscaping and Lighting District No. 2012-1, the levy and collection of assessments, and has considered all public testimony and written statements, protests and communications made or filed by interested persons.
3. In accordance with the provisions of the Constitution the City Council has evaluated the results of the property owner protest ballot proceedings conducted in accordance with the provisions of the Constitution, and has determined that majority protest of the assessments did not exist and hereby overrules all oral or written protests that may have been presented concerning the annual assessments for the Annexation Territory commencing in Fiscal Year 2016/2017.
4. Based upon its review of the facts presented and the Engineer's Report that has been filed with the City Clerk, the City Council hereby finds and determines that:
  - 4a) The land within the Annexation Territory will receive special benefit from the operation, maintenance and servicing of the improvements to be provided by the District as described in the Engineer's Report.
  - 4b) The Annexation Territory as defined by the Assessment Diagram contained in the Engineer's Report, includes all of the lands receiving such special benefit.
  - 4c) The net amount to be assessed upon the lands within the Annexation Territory has been apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services to be provided commencing with fiscal year 2016/2017.
5. The adoption of this Resolution constitutes the annexation of Tract 6700 and Tract 6775 to the District, the boundaries of the District, the Annexation Territory and any Zones therein as contained in the Assessment Diagram presented in the Engineer's Report; the establishment of the maximum assessment rate and assessment range formula connected therewith; and the assessments to be levied for the fiscal year commencing July 1, 2016 and ending June 30, 2017, as described in the Engineer's Report and adopted by the City Council.
6. The City Council hereby orders the District and Annexation Territory improvements to be made for fiscal year 2016/2017 as outlined by the Engineer's Report and by these proceedings.

7. Pursuant to applicable law, City staff or their designee is hereby authorized and directed to file with the Kern County Auditor/Controller the levy of assessments for fiscal year 2016/2017 as approved herein together with the assessments for the existing District parcels; and a certified copy of this Resolution and/or the Resolution for the annual levy of the District assessments as may be required by the Auditor/Controller; together with any other related documents required by the County Auditor/Controller or County Assessor including a copy of the Engineer's Report or Assessment Diagram confirmed by this Resolution.
8. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the City Council's approval of the annexation of Tract 6700 and Tract 6775 to Landscaping and Lighting District No. 2012-1; the adoption and confirmation of the Annexation Territory Assessment Diagram; and the establishment of the maximum assessment rates, assessment range formula and the assessments for Fiscal Year 2016/2017 as contained in the Engineer's Report.

APPROVED AND ADOPTED this 15th day of June 2016 by the following vote

AYES:

NOES:

ABSENT:

ABSTAINED:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, City Clerk

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

SUBJECT: A Public Hearing regarding the formation of the Drainage Benefit Assessment District 2016-1; Tabulation of the protest ballots received regarding the proposed new assessments; and Adoption of Resolutions (1) Declaring The Results Of The Property Owner Protest Ballot Proceeding Conducted For The Levy Of Assessments Related To The Annexation Of Tracts 6700, 6775 and portions of 6740 To The Ridgecrest Drainage Benefit Assessment District 2016-1; and (2) Confirming The Drainage Benefit Assessment District 2016-1, The Diagram And Assessments Related Thereto, Overruling All Protests Concerning The Assessments, And Ordering The Levy And Collection Of Assessments For Fiscal Year 2016/2017.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY: As a condition of approval for Tract Maps 6700 & 6775 and a portion of Tract 6740, the developer is required to establish a Drainage Benefit Assessment District to cover the on-going maintenance costs associated with drainage improvements associated with the development of the residential parcels within these developments. At the April 20, 2016 City Council Meeting, the City Council adopted along with other resolutions, a Resolution of Intention which set June 15, 2016 as the public hearing date for the proposed formation the Drainage Benefit Assessment District 2016-1 ("District"), pursuant to the provisions of the Benefit Assessment Act of 1982, Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California commencing with Section 54703 and called for the protest ballot proceeding regarding the new assessments for the District, in compliance with the substantive and procedural requirements of the California State Constitution, Articles XIID.

The City of Ridgecrest is proposing establish (form) the District to ensure a dedicated revenue source to fund the expenses related to the special benefit to properties within Tract 6700, Tract 6775 and a portion of Tract 6740 for the ongoing maintenance, operation and servicing of the drainage improvements and related facilities established in connection with development of these properties. All the residential properties within Tract 6700 and Tract 6775 are included in the District as well as that portion of Tract 6740 for which storm water runoff flows to the drainage basin located within Tract 6700. The District is generally located on the west side of College Heights Boulevard, south of Springer Avenue, and north of Kendall Avenue, but does not include the residential parcels in Tract 6740 located on Majestic Sky Court. At build out this District will include one hundred eighty-two (182) planned single-family residential properties, a park site, and drainage basin.

Tonight, staff recommends that the City Council take the next and final steps to complete the formation process for these developments. 1) It is requested that the City Council open the Public Hearing regarding the formation of the District and the proposed assessments in order to accept public testimony and any written protests regarding these proceedings. 2) Upon conclusion of the public testimony, the Mayor will close the public hearing and direct the City clerk or their designee to open and tabulate the ballots received, which may

take a few minutes.

3) Upon completion of the tabulation, the City Clerk will present to the City Council the results of that tabulation which will be in the form of total dollars (\$) in support of the assessments ("Yes" votes) and the total dollars (\$) opposed to the assessments ("No" votes); and as a matter of procedure, the City Council would then adopt the first of two resolutions which formally declares the results of protest ballot proceedings.

4) Based on the weighted ballot tabulation results, if the "No" votes exceed the "Yes" votes then there is a majority protest of the proposed assessments and the City Council will abandon any further proceedings at this time to form the District or to levy the annual assessments. If majority protest does not exist, it is requested that the City Council adopt the second resolution which formally establishes the District, confirms the Assessment Diagram and assessments outlined in the Engineer's Report, and orders the levy and collection of the assessments for the District to be collected on the County tax rolls for Fiscal Year 2016/2017 as identified in the Engineer's Report.

The total annual maximum assessment amount balloted for the District is \$16,372.72 and the total assessment proposed for Fiscal Year 2016/2017 is \$3,320.55.

**FISCAL IMPACT:** Funded by the Developer

Reviewed by Finance Director

**ACTION REQUESTED:**

- 1.) Conduct the Public Hearing regarding the Annexation to the Drainage Benefit Assessment District 2016-.
- 2.) Direct City Clerk or their designee to tabulate the ballots returned.
- 3.) Adopt the resolution declaring the results of the protest balloting.
- 4.) Adopt the resolution confirming and the Assessment Diagram, and ordering the levy of assessments for fiscal year 2016/2017

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: June 15, 2016

**RESOLUTION NO. 16-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, DECLARING THE RESULTS OF THE PROPERTY OWNER PROTEST BALLOT PROCEEDING CONDUCTED FOR THE LEVY OF ASSESSMENTS RELATED TO THE FORMATION OF THE RIDGECREST DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2016-1, COMMENCING IN FISCAL YEAR 2016/2017 AND APPROVING CERTAIN RELATED ACTIONS**

**WHEREAS**, the City Council called and duly held a property owner protest ballot proceeding for the formation of Drainage Benefit Assessment District No. 2016-1 (“District”) pursuant to the provisions of the Benefit Assessment Act of 1982 being Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California commencing with Section 54703 (the “Act”), and the California Constitution Article XIID (the “Constitution”), for the purpose of presenting to the qualified property owners within the proposed District, the annual levy of assessments for the improvements connected therewith. The proposed District is comprised of the 182 single-family residential parcels in Tract 6700, Tract 6775, and portions of Tract 6740 (excluding the residential parcels in Tract 6740 located on Majestic Sky Court), generally located west of College Heights Boulevard, north of Kendall Avenue and south of Springer Avenue. The annual levy of assessments commencing in fiscal year 2016/2017, as presented to the affected property owners of record in this ballot proceeding, included and identified the initial maximum assessment rate and the proportional assessment amount balloted for each respective parcel, as well as the annual inflationary adjustment applicable to future assessments and the total amount balloted for the District. These assessments as presented are intended to fund the special benefit costs and expenses related to the ongoing operation, maintenance and servicing of the drainage improvements and appurtenant facilities related thereto; and,

**WHEREAS**, the landowner(s) of record within the proposed District as of the close of the Public Hearing held on June 15, 2016 did cast their ballots, weighted by the proportional financial obligation of each ballot, the results of which are illustrated below:

Total Ballots Cast	Yes Total	No Total
\$ _____	\$ _____	\$ _____

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Ridgecrest does hereby find and declare as follows:

1. The above recitals are true and correct.
2. The protest proceedings for the proposed District was conducted pursuant to the provisions of the Constitution with ballots presented to the affected property owner(s) for receipt by the City Clerk prior to the conclusion of the Public Hearing on June 15, 2016, with each ballot weighted according to the proportional financial obligation of the affected property.

3. The tabulation and canvass of the property owner protest ballots was conducted by the City Clerk or their designee, with all valid protest ballots returned by the affected property owners being counted, the results of which as shown herein, have been presented to the City Council and are hereby confirmed.
4. The City Clerk is hereby directed to enter this Resolution into the minutes of the City Council, which shall constitute the official declaration of the result of such property owner protest proceeding.
5. This Resolution shall become effective immediately upon its adoption and the City Clerk shall certify the adoption of this Resolution.

APPROVED AND ADOPTED this 15th day of June 2016 by the following vote

AYES:

NOES:

ABSENT:

ABSTAINED:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, City Clerk

**RESOLUTION NO. 16-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA CONFIRMING THE FORMATION OF THE RIDGECREST DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2016-1, THE DIAGRAM AND ASSESSMENTS RELATED THERETO, OVERRULING ALL PROTESTS CONCERNING THE ASSESSMENTS, AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2016/2017**

**WHEREAS**, pursuant to the provisions of the Benefit Assessment Act of 1982 being Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California commencing with Section 54703 (the "Act"), the City Council by Resolution No. 16-41 initiated proceedings and ordered the preparation of an Engineer's Report in connection with the formation of the Ridgecrest Drainage Benefit Assessment District No. 2016-1 ("District") comprised of the 182 single-family residential parcels in Tract 6700, Tract 6775, and portions of Tract 6740 (excluding the residential parcels in Tract 6740 located on Majestic Sky Court), generally located west of College Heights Boulevard, north of Kendall Avenue and south of Springer Avenue, to fund the special benefit costs and expenses for the ongoing maintenance, operation and servicing of the drainage improvements and appurtenant facilities related thereto; and,

**WHEREAS**, after fully considering the Engineer's Report presented, the City Council adopted Resolution No. 16-42 approving said Engineer's Report, declared its intention to form the District, to conduct a property owner protest ballot proceeding for the proposed new assessments related thereto in accordance with the provisions of Article XIII D of the California Constitution (the "Constitution") and Government Code §§ 53750 et seq., and set the Public Hearing to be noticed pursuant to applicable law for June 15, 2016 at 6:00 p.m.; and,

**WHEREAS**, notices and ballots were mailed to the property owners of record regarding the formation of the District and the new assessments as described in the Engineer's Report, pursuant to the applicable laws and regulations governing majority protest proceedings for return receipt prior to the close of the public hearing on June 15, 2016; and

**WHEREAS**, on June 15, 2016, the City Council held the duly noticed Public Hearing not less than 45 days after the mailing of the notices and ballots, to consider all oral statements and written protests, objections, and communication made or filed by any interested person regarding the formation of the District and the proposed new assessments; and to receive and accept all protest ballots from the property owners of record within the proposed District; and,

**WHEREAS**, at the conclusion of the Public Hearing, a tabulation and canvass of the property owner protest ballots was conducted by the City Clerk or their designee, with all valid protest ballots returned by the affected property owners being counted; and,

**WHEREAS**, by resolution the City Council confirmed the results of the ballot tabulation and property owner protest proceeding conducted in accordance with the provisions of the Constitution, the results of which indicated that majority protest did not exist for the new assessments as presented and to be levied on properties within the District commencing fiscal year 2016/2017.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Ridgecrest does hereby find and declare as follows:

1. The above recitals are true and correct.
2. Following notice duly given, the City Council has held a full and fair public hearing regarding the formation of Drainage Benefit Assessment District No. 2016-1, the levy and collection of assessments, and has considered all public testimony and written statements, protests and communications made or filed by interested persons.
3. In accordance with the provisions of the Constitution, the City Council has evaluated the results of the property owner protest ballot proceedings, and has determined that majority protest of the proposed new assessments did not exist and overrules all oral or written protests that may have been presented concerning the annual assessments for the District commencing in Fiscal Year 2016/2017.
4. Based upon its review of the facts presented and the Engineer's Report that has been filed with the City Clerk, the City Council hereby finds and determines that:
  - 4a) The land within the District will receive special benefit from the operation, maintenance and servicing of the improvements to be provided by the District as described in the Engineer's Report.
  - 4b) The District as defined by the Assessment Diagram contained in the Engineer's Report, includes all of the lands receiving such special benefit.
  - 4c) The net amount to be assessed upon the lands within the District has been apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services to be provided commencing with fiscal year 2016/2017.
5. The adoption of this Resolution constitutes the formation of the District, the boundaries of the District and any Zones therein as contained in the Assessment Diagram presented in the Engineer's Report; the establishment of the maximum assessment rate and assessment range formula connected therewith; and the assessments to be levied for the fiscal year commencing July 1, 2016 and ending June 30, 2017, as described in the Engineer's Report and adopted by the City Council.

6. The City Council hereby orders the District improvements to be made for fiscal year 2016/2017 as outlined by the Engineer's Report and by these proceedings.
7. Pursuant to applicable law, City staff or their designee is hereby authorized and directed to file the levy of assessments for fiscal year 2016/2017 as approved herein with the Kern County Auditor/Controller along with a certified copy of this Resolution; and/or as may be required by the County Auditor/Controller or County Assessor, copies of the Engineer's Report or Assessment Diagram confirmed by this Resolution.
8. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the City Council's approval of the formation of the District; the confirmation of the Assessment Diagram; and the establishment of the maximum assessment rates, assessment range formula, and the assessments for Fiscal Year 2016/2017 as outlined in the Engineer's Report and approved in these proceedings.

APPROVED AND ADOPTED this 15th day of June 2016 by the following vote

AYES:

NOES:

ABSENT:

ABSTAINED:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, City Clerk

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**10**

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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.

This item was moved from the regular Council meeting of June 1, 2016.

**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 15, 2016

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

**SUBJECT:**

A Resolution Of The Ridgecrest City Council And The Successor Redevelopment Agency Adopting The Annual Budget For Fiscal Year 2016-17, Establishing Appropriations, Estimating Revenues, And Establishing The Policies By Which The Budget May Be And Shall Be Amended.

**PRESENTED BY:**

Dennis Speer, City Manager  
Tyrell Staheli, Finance Director

**BACKGROUND:** City Council/Successor Redevelopment Agency has reviewed the draft Budget for Fiscal Year 2016-17 and discussed adjustments in public hearings.

This resolution, if passed, will authorize the following:

1. That the fiscal year 2016-17 City of Ridgecrest/Successor to the Ridgecrest Redevelopment Agency budget is hereby adopted.
2. Tax Increment, TOT, and Sales Tax Sharing Agreements currently in force and duly approved by the City Council or the Ridgecrest Redevelopment Agency are hereby amended and appropriated for Fiscal Year 2017;
3. The Budget Revision Policy, herein identified as Exhibit "A" is hereby adopted;
4. The purchasing limits reflected in Exhibit "B" are reaffirmed and adopted;
5. The annual appropriation limit (Gann Limit) reflected in Exhibit "C" is adopted;
6. The Table of Authorized Full-Time Equivalent Positions presented in Exhibit "D" is hereby approved;
7. The Fee Schedule reflected in Exhibit "E" is reaffirmed and adopted; and the City Council reaffirms that the fees reflected therein do not exceed the cost for collection and or administration;
8. The Community Service Officer job description as presented in Exhibit "F" is hereby approved;
9. All "Temporary Employment Services", formerly "Contract Labor", shall require City Manager written authorization prior to budget amendment or expenditure;
10. Funding for specific Capital Construction Projects shall be identified and certified by the City Manager or Finance Director prior to the expenditure of any funds on said projects;
11. Fiscal Year-end Encumbrances from prior fiscal years are hereby appropriated;
12. The Director of Finance and City Treasurer is herein authorized to conduct all Fiscal Year 2015-16 year-end transfers and budget adjustments as required under governmental accounting rules.
13. All previous and conflicting resolutions are hereby rescinded, revoked, and made null.

**FISCAL IMPACT:**

Implementation of the FY 2017 Budget  
Reviewed by Finance Director

**ACTION REQUESTED:**

Proposed Approval of Resolution adopting the City of Ridgecrest Annual Budget FY 2017

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Tyrell Staheli, Finance Director

Action Date: 6/15/2016

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## RESOLUTION NO. 16-XX

### **A RESOLUTION OF THE RIDGECREST CITY COUNCIL AND THE SUCCESSOR TO THE RIDGECREST REDEVELOPMENT AGENCY ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2016-17, ESTABLISHING APPROPRIATIONS, ESTIMATING REVENUES, AND ESTABLISHING THE POLICIES BY WHICH THE BUDGET MAY BE AND SHALL BE AMENDED**

WHEREAS, the City Council and the Successor to the Redevelopment Agency has received and reviewed the proposed Fiscal Year 2016-17 City of Ridgecrest/ Successor to the Ridgecrest Redevelopment Agency budget; and

WHEREAS, public budget review meetings were held during which the public was provided opportunities to comment on the proposed budget; and

WHEREAS, final adjustments to the budget have been made.

NOW, THEREFORE, BE IT RESOLVED,

1. That the fiscal year 2016-17 City of Ridgecrest/Successor to the Ridgecrest Redevelopment Agency budget is hereby adopted.
2. Tax Increment, TOT, and Sales Tax Sharing Agreements currently in force and duly approved by the City Council or the Ridgecrest Redevelopment Agency are hereby amended and appropriated for Fiscal Year 2017;
3. The Budget Revision Policy, herein identified as Exhibit "A" is hereby adopted;
4. The purchasing limits reflected in Exhibit "B" are reaffirmed and adopted;
5. The annual appropriation limit (Gann Limit) reflected in Exhibit "C" is adopted;
6. The Table of Authorized Full-Time Equivalent Positions presented in Exhibit "D" is hereby approved;
7. The Fee Schedule reflected in Exhibit "E" is reaffirmed and adopted; and the City Council reaffirms that the fees reflected therein do not exceed the cost for collection and or administration;
8. The Community Service Officer job description as presented in Exhibit "F" is hereby approved;
9. All "Temporary Employment Services", formerly "Contract Labor", shall require City Manager written authorization prior to budget amendment or expenditure;

10. Funding for specific Capital Construction Projects shall be identified and certified by the City Manager or Finance Director prior to the expenditure of any funds on said projects;

11. Fiscal Year-end Encumbrances from prior fiscal years are hereby appropriated;

12. The Director of Finance and City Treasurer is herein authorized to conduct all Fiscal Year 2015-16 year-end transfers and budget adjustments as required under governmental accounting rules.

13. All previous and conflicting resolutions are hereby rescinded, revoked, and made null.

**APPROVED AND ADOPTED** this \_\_\_\_ Day of June 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Peggy Breeden, Mayor

ATTEST:

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Rachel J. Ford, CMC  
City Clerk

# 2016 - 2017 Draft Budget



# City of Ridgecrest

**RESOLUTION NO. 16-XX**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL AND THE SUCCESSOR TO THE RIDGECREST REDEVELOPMENT AGENCY ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2016-17, ESTABLISHING APPROPRIATIONS, ESTIMATING REVENUES, AND ESTABLISHING THE POLICIES BY WHICH THE BUDGET MAY BE AND SHALL BE AMENDED.**

**WHEREAS**, the City Council and the Successor to the Redevelopment Agency has received and reviewed the proposed Fiscal Year 2016-17 City of Ridgecrest/ Successor to the Ridgecrest Redevelopment Agency budget; and

**WHEREAS**, public budget review meetings were held during which the public was provided opportunities to comment on the proposed budget; and

**WHEREAS**, final adjustments to the budget have been made.

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

1. That the fiscal year 2016-17 City of Ridgecrest/Successor to the Ridgecrest Redevelopment Agency budget is hereby adopted.
2. Tax Increment, TOT, and Sales Tax Sharing Agreements currently in force and duly approved by the City Council or the Ridgecrest Redevelopment Agency are hereby amended and appropriated for Fiscal Year 2017;
3. The Budget Revision Policy, herein identified as Exhibit "A" is hereby adopted;
4. The purchasing limits reflected in Exhibit "B" are reaffirmed and adopted;
5. The annual appropriation limit (Gann Limit) reflected in Exhibit "C" is adopted;
6. The Table of Authorized Full-Time Equivalent Positions presented in Exhibit "D" is hereby approved;
7. The Fee Schedule reflected in Exhibit "E" is reaffirmed and adopted; and the City Council reaffirms that the fees reflected therein do not exceed the cost for collection and or administration;

8. The Community Service Officer job description as presented in Exhibit "F" is hereby approved;
9. All "Temporary Employment Services", formerly "Contract Labor", shall require City Manager written authorization prior to budget amendment or expenditure;
10. Funding for specific Capital Construction Projects shall be identified and certified by the City Manager or Finance Director prior to the expenditure of any funds on said projects;
11. Fiscal Year-end Encumbrances from prior fiscal years are hereby appropriated;
12. The Director of Finance and City Treasurer is herein authorized to conduct all Fiscal Year 2015-16 year-end transfers and budget adjustments as required under governmental accounting rules.
13. All previous and conflicting resolutions are hereby rescinded, revoked, and made null.

**APPROVED AND ADOPTED** this \_\_\_\_ Day of June 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Margaret P. Breeden, Mayor

ATTEST:

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Rachel Ford  
City Clerk

**EXHIBIT 'A'**  
**BUDGET REVISION POLICY**

1. All funds are appropriated at the fund level; No expenditure, encumbrance, or contract shall be made or agreed to that exceeds total Fund Appropriations without prior Council/Agency Authorization as appropriate. All increases in appropriations shall be made by Council/Agency Resolution.
2. All Appropriations within said funds are managed at the Department level. The City Manager is herein authorized to make transfers within and between Departments as appropriate. The City Manager shall notify the City Council of any Department-to-Department transfers at the next regularly scheduled council meeting following the transfer.
3. All Temporary Employment Services shall require City Manager written Authorization prior to expenditure of such funds or prior to transferring such funds to other accounts.
4. Estimated Revenues may be administratively increased in excess of the original estimate once the City Manager and Finance Director certify that such estimates at the fund and source levels have been exceeded. Notwithstanding the requirement in item 1 above, subsequent increases in appropriations stemming from the increases in estimated revenues, may be granted from increased estimated revenues administratively.
5. Un-liquidated Outstanding encumbrances from the prior year are hereby appropriated.
6. Unexpended and unobligated capital projects' funds' budgets from the prior fiscal year are hereby appropriated.

## **EXHIBIT 'B'**

### **Purchasing Authority and Limits**

The positions authorized to make purchases or purchasing decisions for the City are:

- Department Heads (purchases of up to \$3,000 with purchase requisitions required at \$1,000; purchasing authority, including payment requests may be delegated by the Department Head to appropriate mid-management and supervisory-level employees);
- Finance Director (authorization of purchases up to \$15,000);
- City Manager (authorization of purchases up to \$30,000, purchases above \$30,000 which have been approved within the budget);
- City Council (all public improvement contracts requiring sealed bids and approval by the City Council)
- A purchase is defined as cost of acquisition, shipping, tax, installation, and all associated ancillary costs.

**Exhibit “C”  
CITY OF RIDGECREST  
Fiscal Year 2017  
Appropriations Limit**

**BACKGROUND**

The voters of California, during a special election in 1979, approved Article XIII-B of the California State Constitution (also known as Proposition 4, or the “Gann Limit Initiative”), which restricts the total amount of appropriations allowed in any given fiscal year from the “proceeds of taxes”.

In 1980, the State Legislative added Section 9710 to the Government Code that required the governing body of each local agency to establish, by resolution, an appropriations limit for the following year. The appropriations limit for any fiscal year was equal to the previous year’s limit, adjusted for population changes and the change in the U.S. Consumer Price Index (or California per Capita Personal Income, if smaller). The necessary statistical information is provided each year by the California State Department of Finance.

In June 1990, the voters modified the original Article XIII-B (Proposition 4/Gann Limit) with the passage of Proposition 111 and its implementing legislation (California Senate Bill 88). Beginning with the 1990-91 appropriations limit, a City may choose annual adjustment factors. The adjustment factors include the growth in the California Per Capita Income or the growth in the non-residential assessed valuation due to construction within the City, and the population growth within the County or the City. Under Proposition 4, if a city ends the fiscal year having more proceeds of taxes than the Limit allows, it must return the excess to the taxpayers within two years (either by reducing taxes levied or fees charged).

**CALCULATION OF LIMITATION**

	<i><b>FY 2017</b></i>	<i><b>FY 2016</b></i>	<i><b>FY 2015</b></i>	<i><b>FY 2014</b></i>	<i><b>FY 2013</b></i>	<i><b>FY 2012</b></i>
Prior Year Appropriations Limit	20,378,371	19,667,895	19,566,487	18,405,495	17,554,253	16,883,003
Population Factor - Ridgecrest	1.042	0.998	1.0075	1.0113	1.0104	1.0143
Economic Factor	1.0537	1.0382	0.9977	1.0512	1.0377	1.0251
Total Adjustment Ratio	1.0980	1.0361	1.0052	1.0631	1.0485	1.0398

## **RIDGECREST'S APPROPRIATIONS LIMIT AND THE FUTURE**

The following table provides an analysis of the City of Ridgecrest's appropriations limit. As is seen in the below table, the City's appropriations have remained well below the Appropriations Limit. With such a significant margin, the provision related to the return of taxes clearly does not apply to Ridgecrest at any time in the future. The decrease in appropriations subject to the limit is indicative of the recessionary nature of the national economy and the negative housing market on Ridgecrest.

<b>Fiscal Year</b>	<b>Appropriation Limit</b>	<b>General Fund Appropriations</b>
2006	\$ 14,553,534	\$ 10,508,967
2007	\$ 15,025,458	\$ 13,900,732
2008	\$ 15,946,892	\$ 15,055,761
2009	\$ 16,759,072	\$ 14,480,171
2010	\$ 17,120,983	\$ 11,426,282
2011	\$ 16,883,003	\$ 11,753,054
2012	\$ 17,554,253	\$ 7,561,437
2013	\$ 18,405,495	\$ 10,160,460
2014	\$ 19,556,487	\$ 11,929,014
2015	\$ 19,667,895	\$ 10,355,298
2016	\$ 20,378,371	\$ 10,197,620
2017	\$ 22,374,542	\$ 10,030,150

Exhibit "D"  
 CITY OF RIDGECREST 2012 BUDGET  
 STAFFING SUMMARY – FULL TIME EQUIVALENT POSITIONS

DEPARTMENT	POSITION TITLE	FISCAL YEAR 2017 DRAFT BUDGET	FY 16	FY 15	FY 14	FY 13
<b>City Council</b>	City Council Members	5.00	5.00	5.00	5.00	5.00
		<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
<b>Administration Services</b>						
	City Manager	1.00	1.00	1.00	1.00	1.00
	Executive Secretary	1.00	1.00	1.00	0.00	0.00
	City Clerk	1.00	1.00	1.00	1.00	1.00
	Administrative Secretary	0.00	0.00	0.00	1.00	1.00
	Economic Development Project Manager	1.00	1.00	1.00	1.00	1.00
		<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>Finance/IT/HR</b>						
	Director of Finance	1.00	1.00	1.00	1.00	1.00
	Assistant Finance Director	1.00	1.00	1.00	1.00	1.00
	Accounting Technician	0.00	0.00	0.00	1.00	2.00
	Accountant	0.00	0.00	0.00	1.00	1.00
	Administrative Aide Finance	0.00	0.00	0.00	1.00	0.00
	Jr. Accountant	1.00	1.00	0.00	0.00	0.00
	Account Clerk I	1.00	1.00	1.00	1.00	1.00
	Account Clerk II	1.00	1.00	1.00	0.00	0.00
	Administrative Clerk II Finance	0.00	0.00	0.50	0.00	0.00
	Administrative Assistant Human Resources	1.00	1.00	1.00	0.00	0.00
	Administrative Clerk II Human Resources	0.00	0.00	0.50	0.00	0.00
	Payroll Technician I	1.00	1.00	1.00	0.00	0.00
	Human Resources Assistant	0.00	0.00	0.00	0.00	0.00
	Information Systems Specialist	1.00	1.00	1.00	1.00	1.00
	Information Systems Supervisor	1.00	0.60	0.00	0.00	0.00
	Systems Analyst	0.00	0.40	1.00	1.00	1.00
		<b>9.00</b>	<b>9.00</b>	<b>9.00</b>	<b>8.00</b>	<b>8.00</b>
<b>Police</b>						
	Chief of Police	1.00	1.00	1.00	1.00	1.00
	Captain	1.00	1.00	1.00	1.00	1.00
	Sergeant	7.00	7.00	7.00	7.00	7.00
	Police Officer	23.00	23.00	23.00	23.00	23.00
	Community Services Officer	2.00	0.00	0.00	0.00	0.00
	Dispatcher	5.00	5.00	5.00	5.00	5.00
	Administrative Secretary	1.00	1.00	1.00	1.00	1.00
	Animal Shelter Supervisor	1.00	1.00	1.00	1.00	1.00
	Kennel Attendant	1.00	1.00	1.00	1.00	1.00
	Animal Control Officer	2.00	2.00	2.00	2.00	2.00
	Property/Evidence LDO/Vehicle Maintenance Clerk	1.00	1.00	1.00	1.00	1.00

Exhibit "D"  
CITY OF RIDGECREST 2012 BUDGET  
STAFFING SUMMARY - FULL TIME EQUIVALENT POSITIONS

DEPARTMENT	POSITION TITLE	FISCAL YEAR 2017 DRAFT BUDGET	FY 16	FY 15	FY 14	FY 13
	Police Clerk I	1.00	1.00	1.00	1.00	1.00
	Police Clerk II	3.00	3.00	3.00	3.00	3.00
	Code Enforcement Officer	1.00	1.00	1.00	0.00	0.00
	P/T PACT Coordinator	0.75	0.75	0.75	0.75	0.75
		<b>50.75</b>	<b>48.75</b>	<b>48.75</b>	<b>47.75</b>	<b>47.75</b>
<b>Public Services</b>						
	Director of Public Services	0.00	0.00	0.00	0.00	0.00
	Planner	1.00	1.00	1.00	1.00	1.00
	Community Development Technician	2.00	2.00	2.00	2.00	2.00
		<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>Planning Commission</b>						
	Commissioners	5.00	5.00	5.00	5.00	5.00
		<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
<b>Parks &amp; Recreation</b>						
	Director of Parks & Recreation	0.00	0.00	0.00	1.00	1.00
	Recreation Supervisor	1.00	1.00	1.00	0.00	0.00
	Administrative Secretary - Confidential	1.00	1.00	0.50	0.50	0.50
	Parks Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
	Cultural Affairs Coordinator I	0.00	0.00	0.00	0.00	0.00
	Cultural Affairs Coordinator II	3.00	3.00	3.00	3.00	3.00
	Maintenance Worker I	1.00	1.00	1.00	1.00	3.00
	Maintenance Worker II	5.00	5.00	5.00	5.00	3.00
	Maintenance Worker III	0.00	0.00	0.00	0.00	0.00
	P/T Recreation Leaders	6.50	6.50	6.50	6.50	6.50
		<b>18.50</b>	<b>18.50</b>	<b>18.00</b>	<b>18.00</b>	<b>18.00</b>
<b>Public Works</b>						
<b>Public Works - Administration</b>						
	Director of Public Works	0.00	0.00	0.00	0.00	1.00
	Administrative Analyst I	1.00	1.00	1.00	1.00	0.00
	Administrative Secretary - Confidential	0.00	0.00	0.00	0.00	1.00
	Account Clerk II	0.00	0.00	0.00	0.00	0.00
		<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>2.00</b>
<b>Public Works - Engineering</b>						
	Assistant Public Works Director/City Engineer	1.00	1.00	1.00	1.00	1.00
	Engineering Technician III	0.00	0.00	0.00	1.00	1.00
	Engineer II	1.00	1.00	1.00	0.00	0.00
	Engineer I	1.00	1.00	1.00	0.00	0.00

Exhibit "D"  
 CITY OF RIDGECREST 2012 BUDGET  
 STAFFING SUMMARY - FULL TIME EQUIVALENT POSITIONS

DEPARTMENT	POSITION TITLE	FISCAL YEAR 2017 DRAFT BUDGET	FY 16	FY 15	FY 14	FY 13
		3.00	3.00	3.00	2.00	2.00
<b>Public Works - Streets</b>						
	Public Works Supervisor	1.00	1.00	1.00	1.00	0.00
	Public Works Maintenance Coordinator	0.00	0.00	0.00	0.00	1.00
	Fleet Mechanic II	1.00	1.00	1.00	1.00	1.00
	Equipment Operator	0.00	0.00	0.00	0.00	1.00
	Maintenance Worker I	1.00	1.00	1.00	1.00	1.00
	Maintenance Worker I - Authorized but Unfunded	0.00	0.00	0.00	0.00	0.00
	Maintenance Worker II	4.00	4.00	4.00	3.00	3.00
		<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>6.00</b>	<b>7.00</b>
<b>Public Works - Transit</b>						
	Transit Coordinator	1.00	1.00	1.00	1.00	1.00
	Administrative Analyst I	0.00	0.00	0.00	0.00	0.00
	Administrative Analyst III	0.00	0.00	0.00	0.00	0.00
	Senior Bus Driver/Dispatcher	0.00	1.00	1.00	1.00	1.00
	Driver	6.00	6.00	6.00	6.00	6.00
	P/T Driver	3.00	0.50	0.50	0.50	0.50
		<b>10.00</b>	<b>8.50</b>	<b>8.50</b>	<b>8.50</b>	<b>8.50</b>
<b>Public Works - Wastewater</b>						
	Chief Plant Operator	1.00	1.00	1.00	1.00	1.00
	Wastewater Operator I	2.00	2.00	2.00	2.00	2.00
	Wastewater Operator II	0.00	0.00	0.00	0.00	0.00
	Wastewater Operator III	1.00	1.00	1.00	1.00	1.00
	Wastewater Operator Trainee	1.00	1.00	1.00	1.00	1.00
		<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
	Total Full Time	99.00	98.00	97.50	93.50	95.50
	Total Part Time FTE	20.25	17.75	17.75	17.75	17.75
	Grand Total All Positions FTE	<b>119.25</b>	<b>115.75</b>	<b>115.25</b>	<b>111.25</b>	<b>113.25</b>

NAME OF FEE	DESCRIPTION OF FEE	FY 2017 FEE	FY 2016 FEE	FY 2015 FEE	FY 2014 FEE	FY 2013 FEE
<b>DEPARTMENT: FINANCE</b>						
<b>Dog Licenses</b>						
	1 year - Altered	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
	1 year - Natural	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 50.00
	2 year - Altered	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00
	2 year - Natural	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 60.00
	3 year - Altered	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
	3 year - Natural	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 100.00
	Vicious dog license (per year)	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
<b>Bus Passes</b>						
	<b>Regular/Adult</b>					
	Single Ride	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
	Single Ride- Inyokern	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
	Ridgecrest Monthly	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
	Inyokern Monthly	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
	<b>Senior/Handicapped</b>					
	Single Ride	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25
	Single Ride- Inyokern	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25
	Ridgecrest Monthly	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
	Inyokern Monthly	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
	<b>Youth</b>					
	Single Ride	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25
	Single Ride- Inyokern	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25
	Ridgecrest Monthly	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
	Inyokern Monthly	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
	<b>Punch Pass</b>					
	Punch Pass	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>Business Licenses Admin Fees</b>						
(Not the Ordinance Governed BL Tax)	New License Fee	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
	Renewal Fee	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
<b>Miscellaneous</b>						
	Desert Mix (per ton)	\$ 93.00	\$ 93.00	\$ 93.00	\$ 93.00	\$ 93.00
	Copies					
	(fund changes per project copies are for)					
	Returned Check Fee	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>DEPARTMENT: PARKS &amp; RECREATION</b>						
<b>KMCC Banquet Hall</b>						
	Half Hall (includes setup/cleanup)	\$ 375.00	\$ 365.00	\$ 365.00	\$ 365.00	\$ 365.00
	Half Hall w/Kitchen	\$ 485.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00
	Half Hall w/o Kitchen for Non Profit Groups	\$ 345.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00
	Half Hall w/Kitchen for Non Profit Groups	\$ 455.00	\$ 440.00	\$ 440.00	\$ 440.00	\$ 440.00
	<b>Deposits for Half Hall Rentals</b>	\$ 300.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00
	Full Hall	\$ 660.00	\$ 660.00	\$ 660.00	\$ 660.00	\$ 660.00
	Full Hall w/Kitchen	\$ 780.00	\$ 770.00	\$ 770.00	\$ 770.00	\$ 770.00
	Full Hall w/o Kitchen for Non Profit Groups	\$ 630.00	\$ 605.00	\$ 605.00	\$ 605.00	\$ 605.00
	Full Hall w/Kitchen for Non Profit Groups	\$ 750.00	\$ 715.00	\$ 715.00	\$ 715.00	\$ 715.00
	<b>Deposits for Full Hall Rentals</b>	\$ 500.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00
	Full Hall and Gymnasium	\$ 1,475.00				
	Full Hall and Gymnasium w/ Kitchen	\$ 1,600.00	\$ 1,450.00			
	<b>Deposits for Full Hall and Gymnasium Rentals</b>	\$ 1,000.00				
	<b>Per Day Fee for Alcohol (Full/Half Hall)</b>	\$ 50.00				
<b>KMCC Meeting Rooms</b>						
	Single Room	\$22/hr	\$20/hr (max \$120)	\$20/hr (max \$120)	\$20/hr (max \$120)	\$20/hr (max \$120)
	Double Room	\$28/hr	\$25/hr (max \$160)	\$25/hr (max \$160)	\$25/hr (max \$160)	\$25/hr (max \$160)
	Deposit if Food	\$ 100.00				
<b>Senior Center Hall</b>						
(weekends only-no kitchen)						



Exhibit "E"  
City of Ridgecrest  
Fee Schedule

NAME OF FEE	DESCRIPTION OF FEE	FY 2017 FEE	FY 2016 FEE	FY 2015 FEE	FY 2014 FEE	FY 2013 FEE
<b>Copies</b>	Copies of Various Items	Varies	Varies	Varies	Varies	Varies
<b>DEPARTMENT: POLICE</b>						
<b>Police Services</b>	New Special Business License Fee	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00
	Renewal Special Business License	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
	New Concealed Weapons Permit	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 80.00
	Renewal Concealed Weapons Permit	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 45.00
	CCW License Admendment	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	
	Cite Sign-off Fee (City Residents)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
	Outside City Limit Cite Sign-off fee	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
	VIN Verification fee	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
	Funeral Procession Traffic Control Fee	\$ 230.00	\$ 230.00	\$ 230.00	\$ 230.00	\$ 230.00
	Bicycle License Fee	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
	Agency Clearance Report Fee-Letter	\$ 20.00	\$ 20.00	\$ 15.00	\$ 15.00	\$ 15.00
	Police Response to False Alarm #'s 1,2 & 3 Free	\$ -	\$ -	\$ -	\$ -	\$ -
	Police False Alarm Charge #4th Reponse	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 40.00
	Police False Alarm Charge #5 Response and all subsequent	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 75.00
	Burglar Alarm Permit Fee	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
	Stored Vehicle Release Fee	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	Impound Vehicle Release Fee	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	Vehicle Repossession Admin Process Fee	\$ 15.00	\$ 15.00	\$ 15.00	\$ 20.00	\$ 20.00
	Finger Printing / Hard Card or Live Scan - Non-Profit Organizations	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
	Finger Printing / Hard Card or Live Scan -All Others	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
	PRA Request Record Construction fee per GC 6253.9 - per hour cost	\$ 30.00	\$ 30.00			
	Police Report Reproduction Charge	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
	Police Photograph Reproduction Fee/ ea	\$ 5.00	\$ 5.00	\$ 2.00	\$ 2.00	\$ 2.00
	Police Log Entry Reproduction Fee	\$ 5.00	\$ 5.00	\$ 3.00	\$ 3.00	\$ 3.00
	Police Subpeona Charge per day	\$ 275.00	\$ 275.00	\$ 275.00	\$ 150.00	\$ 160.00
	New Special Business License - Taxi	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 45.00
	Reissue Taxi ID	\$ 20.00	\$ 20.00	\$ 10.00	\$ 10.00	
	Renewal Special Business Licese -Taxi	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 45.00
	Firearm Storage Fee Pursuant to Section 6389 of the CA Family Code. Each firearm	\$ 100.00	\$ 100.00	\$ 40.00	\$ 40.00	\$ 40.00
	Abandoned Veh Removal Admin Fee - RMC 4-8.110	\$ 75.00	\$ 75.00			
	Nuisance Abate Appeal - RMC 4-15-105	\$ 250.00	\$ 250.00			
	Admin Citation Handling Fee - 1-4-104.	\$ 50.00	\$ 50.00			
	Vacant/Boarded Building Monitoring Fee - per visit	\$ 75.00	\$ 75.00	\$ 35.00	\$ 35.00	\$ 35.00
*Admin Citation Late fee of 10% after 20 days and 10% each month thereafter						
<b>DOG IMPOUND</b>						
	1st Impound / No License	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
	1st Impound / Current License	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
	2nd Impound / No License	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	2nd Impound / Current License	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
	3rd Impound / No License	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00
	3rd Impound / Current License	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
	1st Vicious Impound / No License	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
	1st Vicious Impound / Current License	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
	2nd Vicious Impound / No License	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
	2nd Vicious Impound / Current License	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
	3rd Vicious Impound / No License	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
	3rd Vicious Impound / Current License	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
<b>Other Animal Impound Fees</b>						
	Cat	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
	Misc Animal - Depending on Size					
	Animal Less Than 25 Pounds	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
	Animal From 26 and 100 Pounds	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	Animal Over 100 Pounds	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00
	Additional Charge After Hour Impound	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
<b>Refusal to Spay and Neuter Release Fee: Impounded Dogs and Cats</b>						
	1st Occurrence	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
	2nd Occurrence	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	3rd & Subsequent Occurrences	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00
<b>BOARDING FEES</b>						
	- in addition to Impound Per night	\$ 10.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00

Exhibit "E"  
City of Ridgecrest  
Fee Schedule

NAME OF FEE	DESCRIPTION OF FEE	FY 2017 FEE	FY 2016 FEE	FY 2015 FEE	FY 2014 FEE	FY 2013 FEE
<b>ADOPTION FEES - DOGS</b>						
	Rabies Vaccination	Set By Vet	\$ 5.00	\$ 5.00	\$ 6.00	\$ 6.00
	License Fee	\$ 10.00	\$ 10.00	\$ 10.00	\$ 12.00	\$ 12.00
	Adoption Fee	\$ 20.00	\$ 20.00	\$ 20.00	\$ 25.00	\$ 25.00
	Micro chip	\$ 10.00	\$ 10.00	\$ 10.00	\$ 12.00	\$ 12.00
<b>ADOPTION FEES - CATS</b>						
	Adoption Fee	\$ 20.00	\$ 20.00	\$ 20.00	\$ 25.00	\$ 25.00
	Rabies Vaccination	Set By Vet	\$ 5.00	\$ 5.00		
	Micro chip	\$ 10.00	\$ 10.00	\$ 10.00	\$ 12.00	\$ 12.00
<b>SPAY/NEUTER FEES</b>						
Set by Veterinarians (SBV)	Dog - Females	Set By Vet	Set By Vet	Set By Vet	Set By Vet	\$ 54.00
Set by Veterinarians (SBV)	Dog - Males	Set By Vet	Set By Vet	Set By Vet	Set By Vet	\$ 43.00
Set by Veterinarians (SBV)	Cats - Females	Set By Vet	Set By Vet	Set By Vet	Set By Vet	\$ 29.00
Set by Veterinarians (SBV)	Cats - Males	Set By Vet	Set By Vet	Set By Vet	Set By Vet	\$ 19.50
<b>OTHER FEES</b>						
	Euthanasia	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00
	Disposal (Dogs and Cats)	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
	Disposal: Other Animals					
	Animals Less Than 25 Pounds	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
	Animals From 26 to 100 Pounds	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	Animals over 100 Pounds	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00
	*Animal Pick Up Fee: Owner Animals	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00
	Voluntary/public Micro Chip	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
	Female Dog in Heat At-Large	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00
	*Animal Drop Off Fee: Owner	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
	Relinquished Animals at Shelter					
	*These fees may be waived due to hardship by the ACO Supervisor					
<b>PARKING PENALTIES AND FEES</b>						
Ridgecrest Municipal Code and the California Vehicle Code authorize the City of Ridgecrest to adopt penalties and fees for parking violations. This resolution adopts such penalties and fees. This resolution is exempt from CEQA on the basis of Public Resources Code Section 21080.						
(a) The following fee and penalties are established for municipal code parking violations within the city:						
<b>RMC SECTION:</b>						
	<b>NATURE OF OFFENSE</b>					
4-1.1202	Angle Parking -- Obedience to signs and markings	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00
4-1.1302 (a) - (h)	Improper Parking -- Red zones and no parking zones	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00
4-1.1303	Improper Parking -- Obstructing traffic	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00
4-1.1304	Improper Parking -- Obstructing alley ways	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00
4-1.1305	Parking For Certain Purposes -- Display vehicle for sale -- Washing, repairing vehicle	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00
4-1.1306	Parking near schools, signs posted	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00
4-1.1307	Parking on narrow st with no parking signs posted	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00
4-1.1308	Left side parking on one way st where prohibited	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00
4-1.1311	Unlawful parking -- Peddlers, vendors and taxicabs	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00
4-1.1314	Unlawful parking of city/public lots	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00
4-1.1504	Time limits -- Parking in excess of	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00
4-1.1706	Unlawful parking in handicapped space	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00
4-1.1803	Oversized vehicle prohibited parking	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00
4-1.1804	Heavy vehicle parking -- Vehicle with GVWR in excess of 26,000 lbs on st or highway in resid zone	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00
4-8.102.1	Abandoned vehicles: public highways 72 (seventy-two) hour parking	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00
(b) The following fee and penalties are established for violation of California vehicle code parking laws:						
<b>VEHICLE CODE SECTION:</b>						
5200	License plate missing	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00
5204 (a)	No current tabs displayed	\$ 83.00	\$ 83.00	\$ 83.00	\$ 83.00	\$ 83.00
21113 (a)	Unlawful parking -- public grounds	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00
22500.1	Parking in fire zone	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00
22500 (a) - (h), (k)	Improper parking	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00
22500 (i)	Improper parking -- Bus zone	\$ 278.00	\$ 278.00	\$ 278.00	\$ 278.00	\$ 278.00
22500 (l)	Improper parking -- Wheelchair access ramp	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00
22502 (a)	Curb parking -- Within eighteen inches of curb	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00
22505 (b)	Improper parking -- State highways	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00
22507.3 (a) - (c)	Unlawful parking in handicapped space	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00
22514	Parking within fifteen feet of fire hydrant	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00
22515 (a) & (b)	Unattended vehicles -- Motor running or not setting	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00

Exhibit "E"  
City of Ridgecrest  
Fee Schedule

NAME OF FEE	DESCRIPTION OF FEE	FY 2017 FEE	FY 2016 FEE	FY 2015 FEE	FY 2014 FEE	FY 2013 FEE
22522	brakes or not in park Parking within three feet of disabled person sidewalk access ramp	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00
22523 (a) & (b)	Vehicle abandonment	\$ 133.00	\$ 133.00	\$ 133.00	\$ 133.00	\$ 133.00
22526 (a) & (b)	Blocking an intersection	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00
24401	Improper parking -- highbeams lighted	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00
25300 (a) - (c), (e)	Warning device on disabled or parked vehicle	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00
31303 (a)	Vehicles used for transportation of hazardous materials or hazardous waste left unattended or parked overnight in a residential district	\$ 358.00	\$ 358.00	\$ 358.00	\$ 358.00	\$ 358.00
(c) The civil penalty for an equipment violation upon proof of correction to the processing agency, shall be reduced to ten dollars (\$10.00).						
(d) Upon proof that a registered owner of the vehicle which had been issued a notice of parking violation for RMC 4-1.1706 or CVC 22507.8 (a) - (c), had a current handicap placard in possession, but not displayed at the time of the violation, the penalty shall be reduced to thirty dollars (\$30.00).						
(e) Pursuant to CVC 42001.13 the fee for the second violation of CVC 22507.8 shall be six hundred dollars (\$600.00) and the fee for third violation of this section shall be nine hundred dollars (\$900.00).						
(f) Late payment penalties for any of the above violations shall equal to the base fine, 25 days after the fine is due (example: base fine is \$53, plus late fee of \$53, equals total payment of \$106.)						
(g) Any federal, state, or local standing or parking regulation constituting a violation for which no provision is made in this schedule shall have a fine of fifty-three dollars (\$53.00).						
<b>DEPARTMENT: ENGINEERING</b>						
The Public Works Department for the City of Ridgecrest is requesting that the encroachment permit fee schedule be updated both in format and fee amount.						
<b>According to the Ridgecrest Municipal Code 14-2.7 - Fees.</b>						
"Before issuing an encroachment permit, the City Manager, or his/her designee, shall require payment of fees pursuant to a construction master fee schedule established, and <i>amended from time to time</i> , by the City Council by way of resolution." (Ord. No. 14-04, § 2)						
Our current encroachment permit does not adequately list all items of encroachment with respective fees. We currently have an "other" category with a blank dollar figure attached. This is not beneficial to both the City and the permittee. It is confusing to both, in which there is no set dollar amount for "other" encroachments.						
We have added three other commonly seen encroachment items with a respective fee: Residential Driveway, Commercial Driveway, and Traffic Control Plan.						
TIME EXTENSION REVIEW FEES	Staff time & Planning Commission	\$600 Deposit plus actual cost	\$290 & \$760	\$290 & \$760	\$290 & \$760	\$290 & \$760
CONCEPTUAL PRE-APP PLAN REVIEW FEES	Staff Time	\$500 Deposit plus actual cost	\$280 or actual cost based			
DEVELOPMENT AGREEMENT REVIEW FEES	Staff Time	\$4,000 Deposit plus actual cost	\$2640 plus any costs			
DEVELOPMENT AGREEMENT AMENDMENT FEES	Staff Time	\$3,000 Deposit plus actual cost	\$1,190 plus any costs			
STREET & ALLEY VACTION FEES	Staff Time and Recording Fees	\$2,500 Deposit plus actual cost	\$920 - Summary \$1,270 - Standard			
SITE PLAN REVIEW FEES	Staff Time	Staff: \$1,500 Deposit plus actual cost	\$680	\$680	\$680	\$680
	Property size		< 10,000 sq ft - \$1,275			
			10,000 to 25,000 sq ft - \$2,450			
			> 25,000 sq ft. - \$3,620			
TENTATIVE TRACT MAP REVIEW FEES	Staff Time	\$3,000 Deposit plus actual cost	\$2,980	\$2,980	\$2,980	\$2,980
TENTATIVE PARCEL MAP REVIEW FEES	Staff Time	\$3,000 Deposit plus actual cost	\$1,010	\$1,010	\$1,010	\$1,010
FINAL TRACT MAP CHECK FEES	Staff Time	\$5,000 Deposit plus actual cost	\$500 + \$125/LOT	\$500 + \$125/LOT	\$500 + \$125/LOT	\$500 + \$125/LOT
FINAL PARCEL MAP CHECK FEES	Staff Time	\$4,000 Deposit plus actual cost	\$500 +100/LOT	\$500 +100/LOT	\$500 +100/LOT	\$500 +100/LOT
PUBLIC IMPRVMT/PLN CK/ISNP FEES	Staff Time	\$2,500 Deposit plus actual cost	4% Plan Check (engineers est.)			
	Staff Time (Engineering Dept. & Wastewater Dept)	6% Deposit plus actual cost	6% Inspection (engineers est.)			
ENGINEERING PLAN REVISION CHECKING FEES	Staff Time	\$1,000 Deposit plus actual cost	\$140	\$140	\$140	\$140
Grading Application Fee		\$100.00	\$5.00	\$5.00	\$5.00	\$5.00
Grading Deposit Fee		\$1,000.00	1 acre or less \$50.00			
		\$1,000 plus \$100 per acre or portion there of	2 to 9 acres \$50 plus \$10 per ac.	2 to 9 acres \$50 plus \$10 per ac.	2 to 9 acres \$50 plus \$10 per ac.	2 to 9 acres \$50 plus \$10 per ac.
		\$2,000 plus \$50 per acre or portion there of	10 acres or more \$150 plus \$5 per ac.	10 acres or more \$150 plus \$5 per ac.	10 acres or more \$150 plus \$5 per ac.	10 acres or more \$150 plus \$5 per ac.
ENCROACHMENT PERMIT FEES	Staff time to issue, check issue, traffic control plans, and inspection					
	Street Cut Trenching	\$200+.10/LF	\$90 patch @\$/sq ft.			
	Waterline Emergency Repair	\$35.00				

Exhibit "E"  
City of Ridgecrest  
Fee Schedule

NAME OF FEE	DESCRIPTION OF FEE	FY 2017 FEE	FY 2016 FEE	FY 2015 FEE	FY 2014 FEE	FY 2013 FEE
	Sidewalk Only	\$100 + .17 sq ft	\$60	\$60	\$60	\$60
	Curb, Gutter, Sidewalk Installation	\$200+\$1.00/Lf	\$90	\$90	\$90	\$90
	Residential Driveway	\$100.00				
	Commercial Driveway	\$100.00				
	Traffic Control Plan	\$200.00				
UTILITY COMPANIES		\$300.00	\$160.00	\$160.00	\$160.00	\$160.00
ENCROACHMENT PROGRESSIVE PENALTIES						
	First Offense - not receiving an Encroachment Permit from Engineering Division	Double Fee				
	Second Offense - stop work immediately, double fee fine, and post a bond of 125% of value of work	Double Fee + 125% of value of work				
	Third Offense would be a suspension of performing work within the City's Jurisdiction for up to 1 year determined by the City Engineer	Determined by the City Engineer				
	The Fourth Offense currently in the City of Ridgecrest Municipal Code under Streets Section 14-2-38 Penalties could result in a misdemeanor	Legal Action				
	Signs/Banners	\$40.00	\$40	\$40	\$40	\$40
SEWER LATERAL INSPECTION	inspection on new and repaired laterals into main trunk	\$200.00	\$24.40	\$24.40	\$24.40	\$24.40
GRADING PLAN CK/PERMIT ISSUANCE - Public Works	Actual Costs for all plan check and grading permits	A Deposit plus cost = Deposit + Cost				
		0-50 C.Y. - \$300 Deposit plus actual cost	0-50 C.Y. - \$30			
	CUBIC YARD = C.Y.	51-100 C.Y. - \$450 Deposit plus actual cost	51-100 C.Y. - \$45			
		101-1000 C.Y. - \$600 Deposit plus actual cost	101-1000 C.Y. - \$60			
		1001 - 10,000 C.Y. - \$120 for 1st	1001 - 10,000 c.y. - \$120 for 1st	1001 - 10,000 c.y. - \$120 for 1st	1001 - 10,000 c.y. - \$120 for 1st	1001 - 10,000 c.y. - \$120 for 1st
		1,000 C.Y. + \$300 for Each Additional 1,000 C.Y. or fraction thereof	1,000 c.y. + \$30 for ea. Add'l 1,000 c.y. or fraction thereof	1,000 c.y. + \$30 for ea. Add'l 1,000 c.y. or fraction thereof	1,000 c.y. + \$30 for ea. Add'l 1,000 c.y. or fraction thereof	1,000 c.y. + \$30 for ea. Add'l 1,000 c.y. or fraction thereof
		\$390 for 1st	10,000 - 100,000 c.y. - \$390 for 1st	10,000 - 100,000 c.y. - \$390 for 1st	10,000 - 100,000 c.y. - \$390 for 1st	10,000 - 100,000 c.y. - \$390 for 1st
		10,000 C.Y. +150 for Each Additional 10,000 C.Y. or fraction thereof	10,000c.y. +15 for ea. Add'l 10,000 c.y. or fraction thereof	10,000 c.y. +15 for ea. Add'l 10,000 c.y. or fraction thereof	10,000 c.y. +15 for ea. Add'l 10,000 c.y. or fraction thereof	10,000 c.y. +15 for ea. Add'l 10,000 c.y. or fraction thereof
		5250 for 1st	100,001 or more c.y. - \$525 for 1st	100,001 or more c.y. - \$525 for 1st	100,001 or more c.y. - \$525 for 1st	100,001 or more c.y. - \$525 for 1st
		100,00 C.Y. + \$80 for Each Additional 100,000 C.Y. or fraction thereof	100,00 c.y. +\$8 for ea add'l 100,000 c.y. or fraction thereof	100,00 c.y. +\$8 for ea add'l 100,000 c.y. or fraction thereof	100,00 c.y. +\$8 for ea add'l 100,000 c.y. or fraction thereof	100,00 c.y. +\$8 for ea add'l 100,000 c.y. or fraction thereof
GRADING INSPECTION FEES BUILDING	Actual costs for grading inspection	6% of Engineer's Estimate or \$600 Minimum Deposit; plus actual inspection fees.	uniform code burdened ratex122%			
LOT LINE/MERGER ADJUSTMENT FEES		\$500 Deposit plus actual cost	\$210	\$210	\$210	\$210
Sub-Standard Street Fee		\$2.53/s.f., measured from lip of gutter to street centerline and along lot frontage of street(s) if on a corner lot. Price to be adjusted yearly and based upon average cost per ton of asphalt and aggregate base. Also based upon a standard street section of 3-inches of A.C. over 4-inches of Cl-2 aggregate base	\$1,800 per lot	\$1,800 per lot	\$1,800 per lot	\$1,800 per lot

Exhibit "E"  
City of Ridgecrest  
Impact Fees

<b>TABLE 1 - FIRE IMPACT FEES</b>					
<b>Category</b>	<b>Acres</b>	<b>Units/Acre</b>	<b>2016 FEE</b>	<b>Unit of Measure</b>	<b>NEW FEE - 2016/2017</b>
Estate & Rural Residential	818	2.5	\$695	per dwelling unit	\$709
Low Density Residential	527	4	\$435	per dwelling unit	\$444
Medium Density Residential	226	12	\$145	per dwelling unit	\$148
Commercial	275	0	\$1,739	per acre	\$1,774
Civic	10	0	\$1,739	per acre	\$1,774
Industrial	166	0	\$1,739	per acre	\$1,774

<b>TABLE 2 - TRAFFIC IMPACT FEES</b>				
<b>Category</b>	<b>UNITS</b>	<b>TRIP ENDS</b>	<b>2016 FEE</b>	<b>NEW FEE - 2016/2017</b>
<b>RESIDENTIAL</b>				
Single Family	<b>Dwelling Units</b>	9.6	2060	\$2,101
Multi Family	<b>Dwelling Units</b>	6.7	1438	\$1,467
<b>COMMERCIAL</b>				
Retail Commercial	<b>1000 SF/building</b>	46.6 (reduce to 23.3)	5001	\$5,101
Service Stations	<b>Fueling Position</b>	166 (reduce to 16.6)	3199	\$3,263
Movie Theater	<b>1000 SF/building</b>	27.8 (reduce to 13.9)	2984	\$3,044
Automobile Sales	<b>1000 SF/lot area</b>	1.2	258	\$263
Hotels/Motels	<b>Room</b>	0.7	150	\$153
<b>RESTAURANTS</b>				
Restaurants	<b>1000 SF/building</b>	36.6 (reduce to 18.3)	3928	\$4,007
<b>OFFICE BUILDINGS</b>				
Medical-Dental	<b>1000 SF/building</b>	18(reduce to 9)	1932	\$1,971
General Office	<b>1000 SF/building</b>	6.1	1309	\$1,335
<b>INDUSTRIAL</b>				
Manufacturing	<b>1000 SF/building</b>	3.8(reduce to 1.9)	408	\$416
Mini Warehousing	<b>1000 SF/building</b>	2.4(reduce to 1.2)	258	\$263
Warehousing	<b>1000 SF/building</b>	2.2(reduce to 1.1)	236	\$241
<b>INSTITUTIONAL</b>				
Schools/Churches	-	-	-	-
Nursing Homes	<b>Bed</b>	0.2	43	\$44

Notes:

Rates - \$219 per trip end

Trip end rates for other than those listed above shall be determined using trip generation statistics in the Institute Transportation Engineers Trip Generation Manual, latest edition.

Trip ends for Commercial, Office, Restaurants, Theaters and Industrial shall be reduced by 50%

Trip ends for Gas Stations shall be reduced by 90% to reflect by-pass and captured trips

Exhibit "E"  
City of Ridgecrest  
Impact Fees

<b>TABLE 3 - PARK IMPACT FEES</b>			
<b>Category</b>	<b>UNITS</b>	<b>2016 FEE</b>	<b>NEW FEE - 2016/2017</b>
<b>RESIDENTIAL</b>			
Single Family	<b>Each Dwelling Unit</b>	890	\$908
Multi Family	<b>Each Dwelling Unit</b>	890	\$908

<b>TABLE 4 - LAW ENFORCEMENT IMPACT FEES</b>					
<b>Category</b>	<b>Acres</b>	<b>Units/Acre</b>	<b>2016 FEE</b>	<b>Unit of Measure</b>	<b>NEW FEE - 2016/2017</b>
Estate & Rural Residential	818	2.5	\$1,160	per dwelling unit	\$1,183
Low Density Residential	527	4	\$724	per dwelling unit	\$738
Medium Density Residential	226	12	\$241	per dwelling unit	\$246
Commercial	275	0	\$2,900	per acre	\$2,958
Civic	10	0	\$2,900	per acre	\$2,958
Industrial	166	0	\$2,900	per acre	\$2,958

<b>TABLE 5 - DRAINAGE IMPACT FEES</b>					
<b>Category</b>	<b>Acres</b>	<b>% Impervious</b>	<b>Fair Share Cost</b>	<b>2016 FEE</b>	<b>NEW FEE - 2016/2017</b>
<b>Per Acre</b>					
Estate & Rural Residential	818	10%	\$3,699,673	\$4,863	\$4,960
Low Density Residential	527	23%	\$5,482,119	\$11,183	\$11,407
Medium Density Residential	226	40%	\$4,088,636	\$19,449	\$19,838
Commercial	275	85%	\$2,878,054	\$11,251	\$11,476
Civic	10	75%	\$92,339	\$9,927	\$10,126
Industrial	166	85%	\$1,737,279	\$11,251	\$11,476
<b>Per Dwelling Unit</b>					
Estate & Rural Residential	818	10%	\$3,699,673	\$1,945	\$1,984
Low Density Residential	527	23%	\$5,482,119	\$2,795	\$2,851
Medium Density Residential	226	40%	\$4,088,636	\$1,620	\$1,652

CPI Index for Jan 2015-Dec 2016 is 2.0%

**City of Ridgecrest**

**Date Adopted:**

**Community Service Officer**

**DEFINITION:**

Under general supervision, performs general to more complex and responsible paraprofessional duties in a non-sworn capacity in support of police department operations, services, and functions including, but not limited to the areas of patrol, traffic, records, community policing, front-desk, investigations, crime scene processing, dispatch, animal control, code enforcement and program or project implementation and management. Works closely with and provides support to sworn police officers to relieve sworn police officers of technical police related duties in the field and in the office and performs a variety of other duties based on the needs of the department including those related to special assignments.

**CLASS CHARACTERISTICS:**

Incumbents in this classification work independently under general supervision from supervisory and/or management staff and within the framework of established procedures. A Community Service Officer is expected to work productively even in the absence of a supervisor.

**ESSENTIAL FUNCTIONS:**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address department needs and changing departmental practices.*

These functions may not be present in all positions in multiple position classes. When a position is to be filled, the essential functions will be noted in the announcement of position availability.

- Transport arrestees or detainees who are determined to be non-violent to a jail, hospital, mental health facility, juvenile hall, or similar identified holding locations
- When transporting prisoners must have the certification to be armed
- Processes prisoners through the City jail, including advising of procedures and telephone rights, searching prisoners for weapons, drugs or other hazards and contraband, inventorying and releasing property, interviewing and assigning detention areas to prisoners for medical, psychiatric and other conditions, and releasing prisoners
- Investigate and complete criminal reports where there is no known direct suspect information. Crimes such as burglary, petty theft, vehicle theft, grand theft, non-injury traffic collisions, and vandalism would be investigated by a C.S.O.
- Assists detectives on routine follow-up investigations
- Collects identifies, preserves, examines and processes crime scene evidence, prepares reports, assists in criminal investigations, and provides support services in the form of

## Exhibit F

specialized and technical crime scene processing, fingerprint identification, forensic photography, and documentation;

- Testifies in court proceedings as required. Prepares exhibits for the District Attorney and court as assigned.
- Performs traffic control and non-violent crowd control
- Completes effective presentations to community groups, provides crime prevention information, helps with community events and related duties
- Assists the Code Enforcement Section by receiving complaints regarding zoning, sign, land use ordinance violations, and public nuisances including abandoned or dismantled vehicles; prepares case files, including the establishment of legal owner, the verification of the parcel address and other information necessary to conduct investigation and enforcement action; conducts site visits or confers with City personnel regarding violations; documents violations by securing photographs and other pertinent data; ensures that accurate case files are maintained; and issues citations and notices of violation.
- Assists Dispatchers by answering, screening and referring incoming telephone and radio calls; takes information from callers on emergency situations and dispatches units; determines the priority of calls and dispatches necessary police and emergency service personnel; maintains radio contact with units on assignment and relays necessary instructions and provides requested information.
- May carry self-defense propellants and a baton for self-defense purposes
- Administers first aid as necessary
- Performs related duties as assigned

### QUALIFICATION GUIDELINES:

#### Education and/or Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance. Example of combinations include, successful completion of high school or equivalent

#### Knowledge, Skills and Abilities

- General principles and practices used to establish effective police/community relations and Community Involved Policing philosophy
- Principles, practices, and procedures of basic law enforcement operations, activities, and terminology
- Procedures and techniques of evidence collection and processing, including maintenance of chain evidence
- Procedures and methods of property preservation and storage, including inventory systems

## Exhibit F

- Use and basic capabilities of computerized record and information systems
- Safe work methods and safety regulations pertaining to the work
- Establish and maintain positive working relationships with other City employees, community and neighborhood groups, and all members of the public; maintain a professional, courteous demeanor under adverse, difficult, and confrontational situations
- Interview prisoners, witnesses and victims to obtain information, often under hostile or emotionally charged situations
- Collect and process crime scene evidence
- Operate computer terminal keyboards to enter and query information
- Prepare clear and concise reports, records, and other written materials
- Observe and accurately recall places, names, descriptive characteristics, and pertinent facts and details
- Operate various police related equipment such as a radio, mobile digital terminal, cameras and computer
- Effectively communicate and work with those contacted in the course of work including diverse people of all socio-economic backgrounds regardless of ethnicity and sexual orientation
- Make presentations to small groups
- Understand and follow both oral and written instructions
- Properly use self-defense propellants and a baton
- Ability to carry and be proficient in the use of a firearm

### Special Requirements

Must be 21 years of age.

Must possess or have the ability to obtain a Class C, California Drivers License and maintain a satisfactory driving record.

Possession of a POST Level 3 Reserve Certificate or greater or a Core Corrections Certificate with an 832PC certification within the first year of appointment.

Receive satisfactory results from a background investigation, physical and psychological examination, drug testing and administrative screening which meet the established qualification standards.

PHYSICAL PROFILE: II, 2, 3, 4, 5, 6, 7, 8, 12, 13, 15, 18, 19, 20

Grade: 221

	GENERAL FUND - 001					
	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17	
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection
<b>Beginning Balance</b>	476,945	347,809	1,665,899	1,665,899	1,336,259	
<b>Revenue</b>						
Taxes						
Property	1,924,845	1,545,424	1,562,000	1,553,267	1,812,000	258,733 17%
Sales & Use	2,954,983	3,081,038	3,175,000	3,241,784	3,210,000	(31,784) -1%
Measure L	2,510,691	2,613,889	2,609,946	2,613,889	2,625,000	
Real Property Transfer	39,327	52,180	47,000	47,000	47,000	- 0%
Business License	141,688	153,999	160,000	160,000	160,000	- 0%
Franchise	682,689	691,613	689,500	689,500	689,500	- 0%
Transient Occupancy	1,150,741	1,218,080	1,280,000	1,280,000	1,280,000	- 0%
Intergovernmental	568,212	840,380	556,091	422,115	225,150	(196,965) -47%
Licenses And Permits	200,390	279,333	759,803	765,103	406,600	(358,503) -47%
Fines And Forfeitures	70,520	72,804	59,300	55,800	59,300	3,500 6%
Use of Property and Money	229,802	239,604	314,046	319,953	243,500	(76,453) -24%
Current Service Charges	389,826	553,861	443,930	446,070	470,906	24,836 6%
Other Revenue	376,894	338,488	298,200	253,646	123,200	(130,446) -51%
<b>Total Revenue</b>	<b>11,240,608</b>	<b>11,680,693</b>	<b>11,954,816</b>	<b>11,848,127</b>	<b>11,352,156</b>	<b>(495,971)</b>
<b>Expenditures</b>						
General Government						
City Council	111,924	111,428	153,771	123,655	146,264	22,609 18%
City Manager	138,063	144,070	115,068	112,168	74,570	(37,598) -34%
Human Resources	113,916	102,618	112,456	112,456	121,024	8,568 8%
City Clerk	103,804	132,576	151,999	142,967	116,994	(25,973) -18%
Legal	232,348	257,986	200,000	200,000	200,000	- 0%
Finance	539,559	550,551	568,999	546,641	544,929	(1,712) 0%
City Hall	192,735	211,421	153,390	153,890	168,154	14,264 9%
MIS	529,475	438,534	449,870	448,497	471,919	23,422 5%
Advertising & Promotion	-	10,000	10,000	8,000	10,000	2,000 25%
Non-Dept	186,902	530,313	59,885	61,000	188,937	127,937 210%
Public Safety	7,264,955	7,098,039	7,460,070	7,002,165	7,373,306	371,141 5%
Community Development	611,443	688,428	1,282,474	1,209,800	1,162,711	(47,089) -4%
Health-Recycling	23,155	16,844	51,817	51,817	53,237	1,420 3%
Parks & Recreation	1,250,563	1,435,289	1,451,941	1,422,739	1,472,428	49,689 3%
Public Works	298,620	283,655	546,565	546,565	492,739	(53,826) -10%
<b>Total Expenditures</b>	<b>11,597,462</b>	<b>12,011,752</b>	<b>12,768,305</b>	<b>12,142,360</b>	<b>12,597,212</b>	<b>454,852</b>
<b>Operating Income</b>	<b>(356,854)</b>	<b>(331,059)</b>	<b>(813,489)</b>	<b>(294,233)</b>	<b>(1,245,056)</b>	
<b>Transfers</b>						
Transfer In	1,226,706	2,446,315	1,848,058	1,838,500	1,821,003	(17,497) -1%
Transfer Out	(998,988)	(797,166)	(2,120,128)	(1,873,907)	(1,395,381)	478,526 -26%
<b>Total Transfers</b>	<b>227,718</b>	<b>1,649,149</b>	<b>(272,070)</b>	<b>(35,407)</b>	<b>425,622</b>	<b>461,029</b>
<b>Net Annual Activity</b>	<b>(129,136)</b>	<b>1,318,090</b>	<b>(1,085,559)</b>	<b>(329,640)</b>	<b>(819,434)</b>	
<b>Ending Balance</b>	<b>347,809</b>	<b>1,665,899</b>	<b>580,340</b>	<b>1,336,259</b>	<b>516,825</b>	

**GENERAL FUND - 001 - DETAIL**

	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17		
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Expenditures</b>							
General Government							
City Council							
Salaries/Benefits	89,504	83,927	88,880	88,880	106,489	17,609	20%
Services/Charges	22,420	27,501	64,891	34,775	39,775	5,000	14%
City Manager							
Salaries/Benefits	135,901	139,236	106,568	106,568	66,070	(40,498)	-38%
Services/Charges	2,089	4,811	8,400	5,500	8,400	2,900	53%
Material/Supplies	73	23	100	100	100	-	0%
Human Resources							
Salaries/Benefits	104,709	87,177	96,281	96,281	109,126	12,845	13%
Services/Charges	9,207	15,430	15,975	15,975	11,498	(4,477)	-28%
Material/Supplies	-	11	200	200	400	200	100%
City Clerk							
Salaries/Benefits	90,626	107,607	114,800	114,800	83,744	(31,056)	-27%
Services/Charges	12,978	24,785	37,099	28,115	33,050	4,935	18%
Material/Supplies	200	184	100	52	200	148	285%
Legal							
Services/Charges	232,348	257,986	200,000	200,000	200,000	-	0%
Finance							
Salaries/Benefits	429,531	441,378	419,299	419,299	437,379	18,080	4%
Services/Charges	105,172	105,651	140,742	121,842	102,050	(19,792)	-16%
Material/Supplies	4,856	3,522	8,958	5,500	5,500	-	0%
City Hall							
Salaries/Benefits	85,330	73,003	65,510	65,510	61,604	(3,906)	-6%
Services/Charges	93,452	77,498	78,872	79,129	95,050	15,921	20%
Material/Supplies	13,953	14,862	8,758	9,000	11,500	2,500	28%
Capital	-	46,058	250	251	-	(251)	-100%
MIS							
Salaries/Benefits	203,323	215,973	222,170	192,170	219,719	27,549	14%
Services/Charges	248,083	189,444	196,000	211,500	208,000	(3,500)	-2%
Material/Supplies	41,413	25,463	22,700	25,200	30,200	5,000	20%
Capital	36,656	7,654	9,000	19,627	14,000	(5,627)	-29%
Advertising & Promotion							
Services/Charges	-	10,000	10,000	8,000	10,000	2,000	25%

**GENERAL FUND - 001 - DETAIL**

	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17		
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
Non-Dept							
Services/Charges	184,362	77,702	55,885	57,000	179,045	122,045	214%
Capital	-	448,620	-	-	-	-	0%
Other	2,540	3,991	4,000	4,000	9,892	5,892	147%
Public Safety							
Salaries/Benefits	4,268,174	4,391,735	4,375,257	4,265,760	3,934,842	(330,918)	-8%
Services/Charges	1,133,993	845,095	1,137,316	870,903	995,843	124,940	14%
Material/Supplies	64,024	75,656	104,686	88,330	89,296	966	1%
Capital	249,050	135,953	228,750	163,111	281,500	118,389	73%
Other	202,224	245,394	90,000	90,000	90,000	-	0%
Public Safety Measure L							
Salaries/Benefits	1,338,734	1,256,743	1,519,151	1,519,151	1,963,825	444,674	29%
Services/Charges	8,756	3,800	4,910	4,910	5,500	590	12%
Capital	-	143,663	-	-	12,500	12,500	#DIV/0!
Community Development							
Salaries/Benefits	495,092	482,151	487,080	487,080	582,661	95,581	20%
Services/Charges	115,475	206,118	795,069	722,220	578,850	(143,370)	-20%
Material/Supplies	499	159	325	500	600	100	20%
Capital	-	-	-	-	600	600	600%
Other	377	-	-	-	-	-	0%
Health-Recycling							
Salaries/Benefits	-	-	3,661	3,661	8,237	4,576	125%
Services/Charges	23,155	16,844	48,156	48,156	45,000	(3,156)	-7%
Parks & Recreation							
Salaries/Benefits	759,093	840,384	874,544	874,544	962,710	88,166	10%
Services/Charges	346,292	396,085	352,563	342,007	363,690	21,683	6%
Material/Supplies	111,678	131,858	102,714	94,626	111,440	16,814	18%
Capital	14,388	45,780	110,620	101,062	24,088	(76,974)	-76%
Other	19,112	21,182	11,500	10,500	10,500	-	0%
Public Works							
Salaries/Benefits	171,684	184,037	294,138	294,138	303,558	9,420	3%
Services/Charges	112,104	8,098	18,460	18,460	11,057	(7,403)	-40%
Material/Supplies	694	3,056	3,500	2,500	2,500	-	0%
Capital	-	1,749	2,200	3,200	3,200	-	0%
Other	14,138	8,537	13,000	13,000	21,389	8,389	65%
Public Works Measure L							
Salaries/Benefits	-	46,425	35,262	35,262	36,079	817	2%

**GENERAL FUND - 001 - DETAIL**

	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>		<u>FY 2016-17</u>		
	<u>Actual</u>	<u>Actual</u>	<u>Current Budget</u>	<u>Year End Projection</u>	<u>Proposed Budget</u>	<u>Proposed Budget Vs. 2015-16 Projection</u>	
Services/Charges	-	13,724	159,005	159,005	114,956	(44,049)	-28%
Capital	-	18,029	21,000	21,000	-	(21,000)	-100%
<b>Total Expenditures</b>	11,597,462	12,011,752	12,768,305	12,142,360	12,597,212	454,852	

	GAS TAX FUND - 002						
	FY 2013-14 Actual	FY 2014-15 Actual	FY 2015-16		FY 2016-17		
			Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Beginning Balance</b>	244,156	370,420	(15,177)	(15,177)	259,207		
<b>Revenue</b>							
Intergovernmental	856,523	755,233	686,000	638,228	588,444	(49,784)	-8%
Use of Property and Money	270	231	200	200	200	-	0%
Other Revenue	7,000	350	-	-	-	-	0%
<b>Total Revenue</b>	<u>863,793</u>	<u>755,814</u>	<u>686,200</u>	<u>638,428</u>	<u>588,644</u>	<u>(49,784)</u>	
<b>Expenditures</b>							
Public Safety							
Street Lights	248,184	217,088	242,500	242,500	240,000	(2,500)	-1%
Transportation							
Traffic Signals	36,751	37,905	68,685	68,685	58,000	(10,685)	-16%
Street Maintenance	2,051,249	3,447,610	2,757,859	2,757,859	2,227,096	(530,763)	-19%
Street Sweeping	20,821	-	1,000	1,000	13,000	12,000	1200%
Street Construction	258	-	-	-	-	-	0%
<b>Total Expenditures</b>	<u>2,357,263</u>	<u>3,702,603</u>	<u>3,070,044</u>	<u>3,070,044</u>	<u>2,538,096</u>	<u>(531,948)</u>	
<b>Operating Income</b>	(1,493,470)	(2,946,789)	(2,383,844)	(2,431,616)	(1,949,452)		
<b>Transfers</b>							
Transfer In	1,954,127	3,458,815	3,655,221	3,106,000	2,215,140	(890,860)	-29%
Transfer Out	(334,393)	(897,623)	(400,000)	(400,000)	(524,540)	(124,540)	31%
<b>Total Transfers</b>	<u>1,619,734</u>	<u>2,561,192</u>	<u>3,255,221</u>	<u>2,706,000</u>	<u>1,690,600</u>	<u>(1,015,400)</u>	
<b>Net Annual Activity</b>	126,264	(385,597)	871,377	274,384	(258,852)		
<b>Ending Balance</b>	<u><u>370,420</u></u>	<u><u>(15,177)</u></u>	<u><u>856,200</u></u>	<u><u>259,207</u></u>	<u><u>355</u></u>		

GAS TAX FUND - 002 - DETAIL

	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17		
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Expenditures</b>							
Public Safety							
Street Lights							
Services/Charges	248,184	217,088	242,500	242,500	240,000	(2,500)	-1%
Transportation							
Traffic Signals							
Services/Charges	36,751	37,905	68,685	68,685	58,000	(10,685)	-16%
Street Maintenance							
Salaries/Benefits	488,837	517,340	538,880	538,880	575,565	36,685	7%
Services/Charges	97,329	61,992	188,934	170,934	150,600	(20,334)	-12%
Materials/Supplies	1,356,311	2,570,666	1,795,045	1,818,045	1,100,800	(717,245)	-39%
Capital	-	177,061	100,000	100,000	100,000	-	0%
Other	108,772	120,551	130,000	130,000	300,131	170,131	131%
Street Sweeping							
Services/Charges	20,821	-	6,000	1,000	7,000	6,000	600%
Materials/Supplies	-	-	-	-	6,000	6,000	600%
Street Construction							
Salaries/Benefits	258	-	-	-	-	-	0%
<b>Total Expenditures</b>	<b>2,357,263</b>	<b>3,702,603</b>	<b>3,070,044</b>	<b>3,070,044</b>	<b>2,538,096</b>	<b>(531,948)</b>	

	TRANSIT FUND - 003							
	FY 2013-14 Actual	FY 2014-15 Actual	FY 2015-16		FY 2016-17			
			Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection		
<b>Beginning Balance</b>	658,047	739,362	672,530	672,530	1,568,297			
<b>Revenue</b>								
Taxes	614,049	577,392	825,000	825,000	825,000	-	0%	
Intergovernmental	190,148	41,395	1,648,524	1,648,524	100,000	(1,548,524)	-94%	
Use of Property and Money	2,156	1,138	1,000	1,000	1,000	-	0%	
Current Service Charges	273,693	252,890	221,150	221,150	221,150	-	0%	
Other Revenue	-	-	89,088	89,088	1,200	(87,888)	-99%	
<b>Total Revenue</b>	<u>1,080,046</u>	<u>872,815</u>	<u>2,784,762</u>	<u>2,784,762</u>	<u>1,148,350</u>	<u>(1,636,412)</u>		
<b>Expenditures</b>								
Transportation								
Public Transit	<u>867,154</u>	<u>758,166</u>	<u>1,608,995</u>	<u>1,608,995</u>	<u>1,321,608</u>	<u>(287,387)</u>	-18%	
<b>Total Expenditures</b>	<u>867,154</u>	<u>758,166</u>	<u>1,608,995</u>	<u>1,608,995</u>	<u>1,321,608</u>	<u>(287,387)</u>		
<b>Operating Income</b>	212,892	114,649	1,175,767	1,175,767	(173,258)			
<b>Transfers</b>								
Transfer In	-	-	-	-	60,000	60,000	0%	
Transfer Out	<u>(131,577)</u>	<u>(181,481)</u>	<u>(280,000)</u>	<u>(280,000)</u>	<u>(234,135)</u>	<u>45,865</u>	-16%	
<b>Total Transfers</b>	<u>(131,577)</u>	<u>(181,481)</u>	<u>(280,000)</u>	<u>(280,000)</u>	<u>(174,135)</u>	<u>105,865</u>		
<b>Net Annual Activity</b>	81,315	(66,832)	895,767	895,767	(347,393)			
<b>Ending Balance</b>	<u><u>739,362</u></u>	<u><u>672,530</u></u>	<u><u>1,568,297</u></u>	<u><u>1,568,297</u></u>	<u><u>1,220,904</u></u>			

TRANSIT FUND - 003 - DETAIL

	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17			
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection		
<b>Expenditures</b>								
Transportation								
Public Transit								
Salaries/Benefits	622,622	561,860	778,551	778,551	693,044	(85,507)	-11%	
Services/Charges	183,986	135,152	286,550	287,550	353,550	66,000	23%	
Marterials/Supplies	1,037	5,741	23,300	22,300	15,500	(6,800)	-30%	
Capital	-	-	420,594	420,594	114,475	(306,119)	-73%	
Other	59,509	55,413	100,000	100,000	145,039	45,039	45%	
<b>Total Expenditures</b>	<u>867,154</u>	<u>758,166</u>	<u>1,608,995</u>	<u>1,608,995</u>	<u>1,321,608</u>	<u>(287,387)</u>		

	WASTEWATER ENTERPRISE FUND - 005						
	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17		
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Beginning Balance</b>	9,394,170	10,810,053	13,173,006	13,173,006	12,553,644		
<b>Revenue</b>							
Intergovernmental	80,774	51,440	-	-	-	-	0%
Use of Property and Money	41,852	47,120	43,000	63,000	43,000	(20,000)	-32%
Current Service Charges	2,650,297	3,893,420	3,358,500	5,515,500	6,012,000	496,500	9%
Other Revenue	9,968	18,869	15,300	21,250	15,300	(5,950)	-28%
<b>Total Revenue</b>	<u>2,782,891</u>	<u>4,010,849</u>	<u>3,416,800</u>	<u>5,599,750</u>	<u>6,070,300</u>	<u>470,550</u>	
<b>Expenditures</b>							
Health							
Wastewater Administration	463,665	997,412	3,708,981	3,708,981	5,434,073	1,725,092	47%
Collection System	114,848	124,271	2,094,069	2,094,069	2,777,309	683,240	33%
Treatment	903,109	935,776	885,299	885,299	962,977	77,678	9%
Reclamation	17,347	24,777	48,044	48,044	24,200	(23,844)	-50%
<b>Total Expenditures</b>	<u>1,498,969</u>	<u>2,082,236</u>	<u>6,736,393</u>	<u>6,736,393</u>	<u>9,198,559</u>	<u>2,462,166</u>	
<b>Operating Income</b>	1,283,922	1,928,613	(3,319,593)	(1,136,643)	(3,128,259)		
<b>Transfers</b>							
Transfer In	-	-	-	-	-	-	0%
Transfer Out	(131,961)	(434,340)	(517,281)	(517,281)	(513,480)	3,801	-1%
<b>Total Transfers</b>	<u>(131,961)</u>	<u>(434,340)</u>	<u>(517,281)</u>	<u>(517,281)</u>	<u>(513,480)</u>	<u>3,801</u>	
<b>Net Annual Activity</b>	1,415,883	2,362,953	(2,802,312)	(619,362)	(2,614,779)		
<b>Ending Balance</b>	<u>10,810,053</u>	<u>13,173,006</u>	<u>10,370,694</u>	<u>12,553,644</u>	<u>9,938,865</u>		

**WASTEWATER ENTERPRISE FUND - 005 - DETAIL**

	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17		
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Expenditures</b>							
Health							
Wastewater Administration							
Salaries/Benefits	247,649	238,391	295,159	295,159	259,815	(35,344)	-12%
Services/Charges	187,530	731,715	3,339,262	3,342,822	5,051,750	1,708,928	51%
Materials/Supplies	72	173	6,000	6,000	24,000	18,000	300%
Capital	-	-	33,560	30,000	30,000	-	0%
Other	28,414	27,133	35,000	35,000	68,508	33,508	96%
Collection System							
Salaries/Benefits	-	1,768	167,069	167,069	41,659	(125,410)	-75%
Services/Charges	113,188	120,252	1,881,600	1,881,600	2,700,550	818,950	44%
Materials/Supplies	1,660	2,251	9,400	9,400	10,100	700	7%
Capital	-	-	36,000	36,000	25,000	(11,000)	-31%
Treatment							
Salaries/Benefits	351,768	374,110	350,420	350,420	438,077	87,657	25%
Services/Charges	520,930	502,052	342,779	342,779	332,800	(9,979)	-3%
Materials/Supplies	30,411	59,614	92,100	92,100	92,100	-	0%
Capital	-	-	100,000	100,000	100,000	-	0%
Reclamation							
Services/Charges	10,019	15,954	13,500	13,500	14,500	1,000	7%
Materials/Supplies	7,328	8,823	28,250	28,250	9,700	(18,550)	-66%
Capital	-	-	6,294	6,294	-	(6,294)	-100%
<b>Total Expenditures</b>	<b>1,498,969</b>	<b>2,082,236</b>	<b>6,736,393</b>	<b>6,736,393</b>	<b>9,198,559</b>	<b>2,462,166</b>	

TRANSPORTATION DEVELOPMENT ACT ARTICLE 8 - 007

	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17		
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Beginning Balance</b>	394,738	294,873	-	-	200		
<b>Revenue</b>							
Taxes	475,135	673,925	575,000	575,000	500,000	(75,000)	-13%
Use of Property and Money	289	241	200	200	200	-	0%
<b>Total Revenue</b>	475,424	674,166	575,200	575,200	500,200	(75,000)	
<b>Expenditures</b>							
<b>Total Expenditures</b>	-	-	-	-	-	-	0%
<b>Operating Income</b>	475,424	674,166	575,200	575,200	500,200		
<b>Transfers</b>							
Transfer In	-	-	-	-	-	-	0%
Transfer Out	(575,289)	(969,039)	(272,000)	(575,000)	(500,000)	75,000	-13%
<b>Total Transfers</b>	(575,289)	(969,039)	(272,000)	(575,000)	(500,000)	75,000	
<b>Net Annual Activity</b>	(99,865)	(294,873)	847,200	200	200		
<b>Ending Balance</b>	294,873	-	847,200	200	400		

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AB3229 - 063**

	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17		
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Beginning Balance</b>	41	53	-	-	-		
<b>Revenue</b>							
Intergovernmental	100,000	106,230	100,000	100,000	100,000	-	0%
Use of Property and Money	132	84	-	-	-	-	#DIV/0!
<b>Total Revenue</b>	<u>100,132</u>	<u>106,314</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>-</u>	
<b>Expenditures</b>							
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	0%
<b>Operating Income</b>	100,132	106,314	100,000	100,000	100,000		
<b>Transfers</b>							
Transfer In	-	-	-	-	-	-	0%
Transfer Out	<u>(100,120)</u>	<u>(106,367)</u>	<u>(100,000)</u>	<u>(100,000)</u>	<u>(100,000)</u>	<u>-</u>	0%
<b>Total Transfers</b>	<u>(100,120)</u>	<u>(106,367)</u>	<u>(100,000)</u>	<u>(100,000)</u>	<u>(100,000)</u>	<u>-</u>	
<b>Net Annual Activity</b>	12	(53)	200,000	-	-		
<b>Ending Balance</b>	<u><u>53</u></u>	<u><u>-</u></u>	<u><u>200,000</u></u>	<u><u>-</u></u>	<u><u>-</u></u>		

	SELF INSURANCE FUND - 110						
	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17		
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Beginning Balance</b>	907,589	693,195	454,020	454,020	117,967		
<b>Revenue</b>							
Use of Property and Money	2,179	1,171	-	-	-	-	0%
Current Service Charges	315,483	327,146	335,000	335,000	321,273	(13,727)	-4%
Other Revenue	851,619	750,643	-	-	-	-	0%
<b>Total Revenue</b>	<u>1,169,281</u>	<u>1,078,960</u>	<u>335,000</u>	<u>335,000</u>	<u>321,273</u>	<u>(13,727)</u>	
<b>Expenditures</b>							
ISF - Admin Services							
ISF - Insurance	482,048	588,852	557,546	557,546	621,077	63,531	11%
ISF - Final Pay	244,968	184,739	206,980	206,980	207,180	200	0%
<b>Total Expenditures</b>	<u>727,016</u>	<u>773,591</u>	<u>764,526</u>	<u>764,526</u>	<u>828,257</u>	<u>63,731</u>	
<b>Operating Income</b>	442,265	305,369	(429,526)	(429,526)	(506,984)		
<b>Transfers</b>							
Transfer In	-	425,723	710,000	710,000	1,333,198	623,198	88%
Transfer Out	(656,659)	(970,267)	(616,527)	(616,527)	(574,239)	42,288	-7%
<b>Total Transfers</b>	<u>(656,659)</u>	<u>(544,544)</u>	<u>93,473</u>	<u>93,473</u>	<u>758,959</u>	<u>665,486</u>	
<b>Net Annual Activity</b>	(214,394)	(239,175)	(336,053)	(336,053)	251,975		
<b>Ending Balance</b>	<u><u>693,195</u></u>	<u><u>454,020</u></u>	<u><u>117,967</u></u>	<u><u>117,967</u></u>	<u><u>369,942</u></u>		

**WORKERS COMPENSATION FUND - 120**

	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17		
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Beginning Balance</b>	31,994	31,994	31,995	31,995	31,995		
<b>Revenue</b>							
<b>Total Revenue</b>	-	-	-	-	-	-	0%
<b>Expenditures</b>							
ISF - Admin Services	550,073	735,108	300,000	300,000	450,000	150,000	50%
<b>Total Expenditures</b>	550,073	735,108	300,000	300,000	450,000	150,000	
<b>Operating Income</b>	(550,073)	(735,108)	(300,000)	(300,000)	(450,000)		
<b>Transfers</b>							
Transfer In	550,073	735,109	300,000	300,000	450,000	150,000	50%
Transfer Out	-	-	-	-	-	-	0%
<b>Total Transfers</b>	550,073	735,109	300,000	300,000	450,000	150,000	
<b>Net Annual Activity</b>	-	1	-	-	-		
<b>Ending Balance</b>	31,994	31,995	31,995	31,995	31,995		

	FLEET MAINTENANCE FUND - 140						
	FY 2013-14 Actual	FY 2014-15 Actual	FY 2015-16		FY 2016-17		
			Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Beginning Balance</b>	198,326	198,569	198,904	198,904	231,704		
<b>Revenue</b>							
Use of Property and Money	229	320	300	300	300	-	0%
Current Service Charges	435,089	482,203	482,500	482,500	607,708	125,208	26%
<b>Total Revenue</b>	435,318	482,523	482,800	482,800	608,008	125,208	
<b>Expenditures</b>							
ISF Fleet Maint	378,931	385,353	528,460	355,000	479,171	124,171	35%
<b>Total Expenditures</b>	378,931	385,353	528,460	355,000	479,171	124,171	
<b>Operating Income</b>	56,387	97,170	(45,660)	127,800	128,837		
<b>Transfers</b>							
Transfer In	-	-	-	-	-	-	0%
Transfer Out	(56,144)	(96,835)	(95,000)	(95,000)	(128,536)	(33,536)	35%
<b>Total Transfers</b>	(56,144)	(96,835)	(95,000)	(95,000)	(128,536)	(33,536)	
<b>Net Annual Activity</b>	243	335	(140,660)	32,800	301		
<b>Ending Balance</b>	198,569	198,904	58,244	231,704	232,005		

FLEET MAINTENANCE FUND - 140 - DETAIL

	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17		
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Expenditures</b>							
ISF Fleet Maint							
Salaries/Benefits	41,060	95,849	141,150	141,150	105,921	(35,229)	-25%
Services/Charges	66,028	41,978	54,150	53,950	51,450	(2,500)	-5%
Materials/Supplies	271,843	247,526	327,160	328,360	316,100	(12,260)	-4%
Capital	-	-	6,000	5,000	6,200	1,200	24%
<b>Total Expenditures</b>	<u>378,931</u>	<u>385,353</u>	<u>528,460</u>	<u>528,460</u>	<u>479,671</u>	<u>(48,789)</u>	

LANDSCAPE AND LIGHTING DISTRICT FUND - 251

	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17		
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Beginning Balance</b>	4,188	18,731	25,365	25,365	30,265		
<b>Revenue</b>							
Use of Property and Money	28	98	100	100	100	-	0%
Assessment Revenue	10,525	10,526	16,000	16,000	13,200		
Other Revenue	-	-	21,000	-	-	-	0%
<b>Total Revenue</b>	<u>10,553</u>	<u>10,624</u>	<u>37,100</u>	<u>16,100</u>	<u>13,300</u>	<u>(2,800)</u>	
<b>Expenditures</b>							
Landscaping/Lighting	<u>(3,990)</u>	<u>3,990</u>	<u>11,200</u>	<u>11,200</u>	<u>11,200</u>	<u>-</u>	0%
<b>Total Expenditures</b>	<u>(3,990)</u>	<u>3,990</u>	<u>11,200</u>	<u>11,200</u>	<u>11,200</u>	<u>-</u>	
<b>Operating Income</b>	14,543	6,634	25,900	4,900	2,100		
<b>Transfers</b>							
Transfer In	-	-	-	-	-	-	0%
Transfer Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	0%
<b>Total Transfers</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b>Net Annual Activity</b>	14,543	6,634	25,900	4,900	2,100		
<b>Ending Balance</b>	<u><u>18,731</u></u>	<u><u>25,365</u></u>	<u><u>51,265</u></u>	<u><u>30,265</u></u>	<u><u>32,365</u></u>		

	LAW ENFORCEMENT IMPACT FEE FUND - 264						
	FY 2013-14 Actual	FY 2014-15 Actual	FY 2015-16		FY 2016-17		
			Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Beginning Balance</b>	100,145	108,112	117,525	117,525	116,473		
<b>Revenue</b>							
Use of Property and Money	216	222	200	200	200	-	0%
Licenses and Permits	7,751	9,191	10,000	103,748	11,000	(92,748)	
<b>Total Revenue</b>	7,967	9,413	10,200	103,948	11,200	(92,748)	
<b>Expenditures</b>							
<b>Total Expenditures</b>	-	-	-	-	-	-	0%
<b>Operating Income</b>	7,967	9,413	10,200	103,948	11,200		
<b>Transfers</b>							
Transfer In	-	-	-	-	-	-	0%
Transfer Out	-	-	(105,000)	(105,000)	(127,000)	(22,000)	21%
<b>Total Transfers</b>	-	-	(105,000)	(105,000)	(127,000)	(22,000)	
<b>Net Annual Activity</b>	7,967	9,413	(94,800)	(1,052)	(115,800)		
<b>Ending Balance</b>	108,112	117,525	22,725	116,473	673		

	CITY DEBT SERVICE FUND - 900					
	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17	
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection
<b>Beginning Balance</b>	7,215,514	6,785,515	6,335,515	6,335,515	6,336,465	
<b>Revenue</b>						
Use of Property and Money	-	-	-	-	-	- 0%
Current Service Charges	-	-	-	-	-	- 0%
<b>Total Revenue</b>	-	-	-	-	-	-
<b>Expenditures</b>						
Debt Service	868,094	866,795	750,087	750,087	748,737	(1,350) 0%
<b>Total Expenditures</b>	868,094	866,795	750,087	750,087	748,737	(1,350)
<b>Operating Income</b>	(868,094)	(866,795)	(750,087)	(750,087)	(748,737)	
<b>Transfers</b>						
Transfer In	438,095	416,795	751,037	751,037	745,237	(5,800) 0%
Transfer Out	-	-	-	-	-	- 0%
<b>Total Transfers</b>	438,095	416,795	751,037	751,037	745,237	(5,800)
<b>Net Annual Activity</b>	(429,999)	(450,000)	950	950	(3,500)	
<b>Ending Balance</b>	<u>6,785,515</u>	<u>6,335,515</u>	<u>6,336,465</u>	<u>6,336,465</u>	<u>6,332,965</u>	

	SUCCESSOR RDA FUND - 939						
	FY 2013-14	FY 2014-15	FY 2015-16		FY 2016-17		
	Actual	Actual	Current Budget	Year End Projection	Proposed Budget	Proposed Budget Vs. 2015-16 Projection	
<b>Beginning Balance</b>	21,578,834	23,194,958	17,829,919	17,829,919	8,920,639		
<b>Revenue</b>							
Tax Increment	4,954,851	3,910,650	4,927,314	4,927,314	4,787,782	(139,532)	-3%
Use of Property & Money	61,607	93,488	60,750	147,047	45,750		-69%
Other Revenue	3,687						#DIV/0!
<b>Total Revenue</b>	<u>5,020,145</u>	<u>4,004,138</u>	<u>4,988,064</u>	<u>5,074,361</u>	<u>4,833,532</u>	<u>(240,829)</u>	
<b>Expenditures</b>							
Landscaping/Lighting	<u>6,491,035</u>	<u>4,214,997</u>	<u>4,357,632</u>	<u>4,357,632</u>	<u>4,092,712</u>	<u>(264,920)</u>	-6%
<b>Total Expenditures</b>	<u>6,491,035</u>	<u>4,214,997</u>	<u>4,357,632</u>	<u>4,357,632</u>	<u>4,092,712</u>	<u>(264,920)</u>	
<b>Operating Income</b>	(1,470,890)	(210,859)	630,432	716,729	740,820		
<b>Transfers</b>							
Transfer In	-	-	4,117	4,117	-	(4,117)	0%
Transfer Out	<u>(2,278,025)</u>	<u>(5,154,180)</u>	<u>(9,923,319)</u>	<u>(9,630,126)</u>	<u>(2,511,384)</u>	<u>7,118,742</u>	-74%
<b>Total Transfers</b>	<u>(2,278,025)</u>	<u>(5,154,180)</u>	<u>(9,919,202)</u>	<u>(9,626,009)</u>	<u>(2,511,384)</u>	<u>7,114,625</u>	
<b>Net Annual Activity</b>	(3,748,915)	(5,365,039)	(9,288,770)	(8,909,280)	(1,770,564)		
<b>Ending Balance</b>	<u><u>17,829,919</u></u>	<u><u>17,829,919</u></u>	<u><u>8,541,149</u></u>	<u><u>8,920,639</u></u>	<u><u>7,150,075</u></u>		

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

**SUBJECT:**

Resolution of the Ridgecrest City Council Approving Continuing Appropriations and Year-End Adjustments

**PRESENTED BY:**

Dennis Speer, City Manager  
Tyrell Staheli, Finance Director

**BACKGROUND:**

Upon completion of the scheduled Special Budget Hearings, Council may adopt the budget for Fiscal Year 2016-17 or may choose to pass this resolution continuing services and operations based on the adopted budget for Fiscal Year 2015-16.

Additionally, the resolution approves appropriated year-end transfers required for closing out Fiscal Year 2016 as required under governmental accounting rules.

**FISCAL IMPACT:**

Continuation of Fiscal Year 2016 budget until 2017 budget is adopted.  
Reviewed by Finance Director

**ACTION REQUESTED:**

Proposed Approval of Attached Resolution.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Tyrell Staheli, Finance Director

Action Date: 6/15/2016

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**RESOLUTION NO. 16-XX**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL AND THE SUCCESSOR TO THE RIDGECREST REDEVELOPMENT AGENCY APPROVING THE CONTINUATION OF FISCAL YEAR 2016 APPROPRIATIONS AND YEAR-END TRANSFERS AND ADJUSTMENTS**

**WHEREAS**, The City Council of the City of Ridgecrest has duly passed a FY 2016 budget;

**WHEREAS**, the City Council deems it appropriate to continue operation of City services until the passage of a Fiscal 2017 budget;

**WHEREAS**, the fiscal year-end process requires that certain transfers and year-end budget adjustments be finalized;

**NOW, THEREFORE, BE IT RESOLVED that:**

1. Resolution 15-61 which enacted the Fiscal Year 2015-16 Appropriations shall continue in effect until the Fiscal Year 2016-17 Budget shall be duly adopted by Council Resolution;
2. The Finance Director/City-Agency Treasurer is herein authorized to conduct all Fiscal Year-end transfers and budget adjustments as required under governmental accounting rules.

**APPROVED AND ADOPTED** this \_\_\_ 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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