



City Council

Redevelopment Agency

AGENDA

Wednesday

Regular

**Closed Session 6:00 PM
Regular Session 6:30 PM**

May 20, 2009

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

(760) 499-5000

**Steven P. Morgan, Mayor
Ronald H. Carter, Mayor Pro Tempore
Thomas R. Wiknich, Vice Mayor
Marshall G. Holloway, Council Member
Jerry D. Taylor, Council Member**



CITY OF RIDGECREST

**CITY COUNCIL
RIDGECREST REDEVELOPMENT AGENCY**

AGENDA

Regular Council/Agency Meeting

Wednesday, May 20, 2009

CITY COUNCIL CHAMBERS CITY HALL

100 West California Avenue
Ridgecrest, CA 93555

Closed Session – 6:00 p.m.

Regular Session – 6:30 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/Ridgecrest Redevelopment Agency 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 Ave., Ridgecrest, CA 93555
3. City of Ridgecrest official website at <http://ci.ridgecrest.ca.us>

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

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CLOSED SESSION – 6:00 p.m.

GC54956.8 Redevelopment Agency Real Property Negotiations. Agency negotiators Michael Avery and James McRea

REGULAR SESSION – 6:30 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

CITY ATTORNEY REPORTS

PRESENTATIONS

COMMITTEES, BOARDS AND COMMISSIONS

Second Council Meeting (3rd Wednesday of the month)

Public Works Department Director's Report

Infrastructure Committee

Members: Tom Wiknich, Jerry Taylor, Lois Beres, Nellavan Jeglum
Meetings: 2nd Tuesday of the month at 5:00 p.m., Council Conference Room
Next meeting June 9, 2009

Finance Department Director's Report

Police Department Director's Report

City Organization and Services Committee

Members: Tom Wiknich, Jerry Taylor, Nellavan Jeglum, Lois Beres
Meetings: 2nd Thursday of month at 5:00 p.m.; Council Conference Room
Next meeting June 11, 2009

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

Members: Co-Chairs Ron Carter, Chip Holloway
Meetings: Bi-Monthly, 2nd Monday of the month at 6:00 p.m., Kerr-McGee Center
Next meeting July 13, 2009

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER/EXECUTIVE DIRECTOR REPORTS

DISCUSSION AND OTHER ACTION ITEMS

1. **Status Report on the Compliance Order IWMA BR07-07 authorization of four state mandated programs by consultants and establishing a Protest Hearing for property related fees to be placed on the Kern County Tax Roll**
McRea

This staff report is a continuation of the interaction between the City and CIWMB staff. A tele-conference and a site visit on May 04 developed the scope of work and mandated programs that the City will undertake. Staff is developing a program based on the CIWMB staff report and amended Local Assistance Plan.

2. **Modified Local Assistance Plan (LAP) - California Integrated Waste Management Board, Compliance Order IWMA BR07-07**
McRea

The California Integrated Waste Management Board issued a Compliance Order which directs the City to work in concert with their staff to bring Ridgecrest into conformance with State Guidelines on Waste Stream Diversion. As a result of the Administration Penalty Hearing findings of March 24, 2009, the CIWMB authorized amendments to the existing LAP and required its adoption by the City Council on May 20, 2009.

3. **Real Property Sale, and Disposition Development Agreement (DDA) to construct and develop a commercial medical use on Lot 25, Parcel Map 10819, APN 33-070-325, Ridgecrest Business Park, Developer, Daniel Taheri, MD; Khaneh Holdings, LLC.**
McRea

This agenda item is the authorization of the sale of real property by the Ridgecrest Redevelopment Agency of Lot 25 of the Ridgecrest Business Park. A pending Disposition Development Agreement (DDA) is attached. The DDA is still in the process of approval and review by Agency Counsel. The RRA is in the process of executing a Disposition Development Agreement (DDA) for the sale of Lot 25 of Parcel Map No. 18019 of the Ridgecrest Business Park.

CONSENT CALENDAR

4. **Resolution No. 09- , A Resolution Of The City Council Of The City Of Ridgecrest Opposing Proposals By The State To Borrow And/Or Take Additional Local Funding Potentially Resulting In The Need To Declare A Local Fiscal Emergency For The City**
Avery

It is recommended that the Council adopt a resolution opposing proposals by the State to borrow and/or take local funding, which could potentially result in a local fiscal emergency.

The Governor's office has informed local government representatives of a proposal under consideration to borrow local property tax revenues under the provisions of Proposition 1A of 2004 if the May 19th Propositions 1A through 1E fail. Representatives of the League of California Cities have requested cities to

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draft and propose a resolution to express to the State its strong opposition to this proposal, as well as to help educate the community as to the seriousness of this situation. It attempts to proactively address the proposal as quickly as possible to discourage the State from taking further efforts in this direction. Furthermore, by adopting the resolution, it will assist and encourage other cities to take similar steps.

5. **Request To League Of California Cities (LOCC) For Formation Of A Policy Committee For Recreation And Tourism And Request The LOCC To Establish A Policy Position Statement For The Preservation Of The States Recreation And Tourism Industry** Avery

Desert Mountain Division of cities and other divisions are requesting the League of California Cities take steps to protect the accessibility of public use and local control of access to recreational land and tourist regions such as beaches, wilderness areas, and tourism centers by forming a Policy Committee for Recreation and Tourism and establishing a Policy Position Statement for preservation of the States Recreation and Tourism Industry

Legislation prohibiting the use of recreational land and tourist regions affects the revenues and employment of many local businesses such as Hotels, Restaurants, and Retail Stores. As a member of the Desert Mountain Division, City of Ridgecrest supports the formation of the Policy Committee for Recreation and Tourism and will join other cities in sending this request to the League of California Cities.

6. **Resolution No. 09- , A Resolution Of The Ridgecrest City Council To Award A Contract To The Lowest Responsible Bidder In The Amount Of \$253,326.30 To International Pavement Solutions For The Road Construction/Reconstruction Of North And South Bound Lanes Of Norma Avenue From W. Ridgecrest Blvd To Church Avenue** Speer

Request authorization to award a construction contract for construction/reconstruction of north and south bound lanes on South Norma Avenue from West Ridgecrest Boulevard to Church Street to International Pavement Solutions Inc.

The bids were reviewed by the City Engineer, Gerald Helt along with the Kern County Community Development Department. Based on this review, it is recommended that the contract be awarded to the lowest responsible and responsive bidder, International Pavement Solutions, with the low bid of \$253,326.30.

7. **Resolution No. 09- , A Resolution Of The Ridgecrest City Council Adopting A Sewer User Charge For The 2009-2010 Fiscal Year** Speer

This Resolution adopts a sewer user charge equal to the previous year's charges. The charges are for the use of City sanitation facilities for the 2009-2010 fiscal year. The City Council will direct the City Clerk to furnish the Kern

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County Board of Supervisors and the County Auditor with a description of the parcel against which the subject charge is billed and the amount of each charge. This report shall be furnished on or before August 10, 2009. The Council will also direct City Staff to bill and collect service charges for those properties whose status is tax exempt and not on the County tax rolls.

8. **Resolution No. 09-, A Resolution Of The Ridgecrest City Council Requesting Authorization To Enter Into Program Supplement Agreement No. 022-N. With The State Of California Department Of Transportation And Authorizing City Manager, Michael Avery To Sign Said Agreements For Road Rehabilitation Project On College Heights Blvd. Between Cerro Coso Community College And 350 Feet South Of Franklin Avenue** **Speer**

The Program Supplement Agreement is for the preparation of plans, specifications and estimate related to the road rehabilitation project on College Heights Blvd. between Cerro Coso Community College and 350 feet south of Franklin Avenue. The total estimated cost of this design work is \$71,494.00 (\$63,293.00 State and \$8,201.00 Local). The funding source is the Federal Transportation Improvement Program (FTIP/RSTP).

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

9. **Resolution No. 09- , A Resolution Of The Ridgecrest City Council Requesting Acceptance Of The Speed Zone Survey Report And Authorizing Staff To Post The Speed Zones Accordingly** **Speer**

The intent of speed zoning is to influence drivers to operate at near the same speed, thus reducing conflicts created by differentials in operating speeds. The California Vehicle Code reflects the viewpoint that speed zoning should be based on traffic conditions and natural driving behavior.

Many of the speed zones in the City were unenforceable because the prior speed surveys establishing the speed limits for these zones had expired. To correct this situation, current speed zone surveys were needed. Request for proposals for Traffic Engineering services were solicited and the engineering firm of Hall & Foreman, Inc. was selected to conduct the study. The results of the report are attached as Table 1 and the location map showing the speed zones is attached as Exhibit A.

10. **Resolution No. 09- , A Resolution of the Ridgecrest Redevelopment Agency Authorizing The Transfer of Property Sale Proceeds In The Amount of \$594,612 to the City of Ridgecrest** **Staheli**

This resolution authorizes the transfer of property sale proceeds in the amount of \$594,612 to the City of Ridgecrest, listed in Exhibit A. This transfer was included and approved within the FY 2009 budget to balance the General Fund

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11. Minutes Of The Special City Council/Redevelopment Agency Meeting Of 04/23/2009 Gable
12. Council Expenditure Approval List (DWR) Dated 04/30/2009 In The Amount Of \$74.07 Sloan
13. Council Expenditure Approval List (DWR) Dated 05/08/2009 In The Amount Of \$239,779.99 Sloan
14. Agency Expenditure Approval List (DWR) Dated 05/08/2009 In The Amount Of \$ 11,098.23 Sloan

PUBLIC COMMENT

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

DEPARTMENT

DIRECTORS

REPORTS

Public Works Department

Monthly Report

Public Works Department Divisions

- Engineering
- Streets
- Fleet
- Wastewater
- Transit



Engineering Update

- Norma (W. R/C Blvd. to Church)(CDGB)- Award
- Norma (W. R/C Blvd. to Las Flores)(1B)- Ad
- College Hts. I (ARRA) – PS&E
- College Hts. II (ARRA)- Revs., Auth., & Ad
- Bowman (Downs to Mahan)(1B) – Ap.
- RSTP Project - New

Speed Zones

- **SPEED ZONES**
- **Speed zones are often taken for granted and until a problem arises, most people pay little attention to the theory behind them. The following information will help you understand how speed zones are established, and what they can and cannot do.**
- **SPEED ZONE MISCONCEPTIONS**
- **When traffic problems occur, concerned citizens frequently ask why we don't lower the speed limit. There are widely held misconceptions that speed limit signs will slow the speed of traffic reduce accidents and increase safety. Most drivers drive at a speed that they consider to be comfortable, regardless of the posted speed limit. Before and after studies have shown that there are no significant changes in average vehicle speeds following the posting of new or revised speed limits. Furthermore, research has found no direct relationship between posted speed limits and accident frequency.**

Speed Zones

- **SPEED LAWS**
- **All fifty states base their speed regulations on the Basic Speed Law: No person shall drive a vehicle ... at a speed greater than is reasonable or prudent ... and in no event at a speed which endangers the safety of persons or property.**
- **Under California law, the maximum speed limit in urban areas is 55 MPH. All other speed limits are called prima facie limits, which are considered by law to be safe and prudent under normal conditions. Certain prima facie limits are established by State law and include the 25 MPH speed limit in business and residential districts, 25 MPH in school zones when children are present, and the 15 MPH speed limit in alleys; at intersections and railroad crossings, where visibility is very limited. These speed limits do not need to be posted to be enforced.**
- **Speed limits between 25 and 55 MPH are established on the basis of traffic engineering surveys. These surveys include an analysis of roadway conditions, accident records and a sampling of the prevailing speed of traffic. A safe and reasonable limit is set at or below the speed at which 85% of the drivers drive.**
- **Traffic flowing at a uniform speed results in increased safety and fewer accidents. Drivers are less impatient, pass less often, and tailgate less, which reduces both head-on and rear-end collisions.**
- **The posting of the appropriate speed limit simplifies the job of enforcement officers, since most of the traffic is voluntarily moving at the posted speed. Blatant speeders are easily spotted, safe drivers are not penalized, and patrol officers aren't asked to enforce and defend unrealistic and arbitrary speed limits.**

Speed Zones

- **RESIDENTIAL STREETS**
- **25 MPH speed limit signs may be posted on residential streets in accordance with Sections 22358 and 40802 of the California Vehicle Code. A local street which is not designated as an arterial or collector on the Federal System Map or in the City's Circulation Element per Section 40802(b)(1) and 22352 of the California Vehicle Code, may have its residential streets posted at 25 mph. In order for a street to be designated as a local street on the City's Circulation Map and Federal System Map, the street needs to have the following characteristics:**
 - **The width cannot exceed 40 feet.**
 - **The interrupted length cannot be more than 1/2 mile; interruptions include official traffic control devices such as stop signs and traffic signals.**
 - **There can be no more than one traffic lane in each direction.**

Speed Zones

- **COLLECTOR STREETS**
- **Collector streets typically conduct local street traffic to the arterial street system. There are a number of streets in the City which are designated collector streets in order to receive Federal funds for maintenance. Although these streets are of a residential nature, they are not local streets and do require speed limits to be posted based on speed surveys. Typically, the streets have speed limits of 30 mph to 40 mph.**
- **ARTERIAL STREETS**
- **Arterial streets are typically multi-lane roadways (existing or planned for the future) serving commercial and business land uses, carry the major traffic flow throughout the City and connect City streets to the State Highway or Freeway system. The speed limit on these streets are always required to be posted based on speed surveys. Typical speed limits on arterial streets are 35 to 55 mph.**

Thank You!



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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Status Report on the Compliance Order IWMA BR07-07 authorization of four state mandated programs by consultants and establishing a Protest Hearing for property related fees to be placed on the Kern County Tax Roll

PRESENTED BY:
James McRea

SUMMARY: This staff report is a continuation of the interaction between the City and CIWMB staff. A tele-conference and a site visit on May 04 developed the scope of work and mandated programs that the City will undertake. Staff is developing a program based on the CIWMB staff report and amended Local Assistance Plan. Implementation of a curbside residential pick-up with a potential of a two barrel waste stream will be required. The City is now under an even stronger mandate from the State that the community will provide residential mandatory refuse service including a blue cart recycling element and on-site commercial cardboard recycling program. The Universal Pick-up (mandatory) is proposed to be billed to individual property owners annually by placement on the Kern County Property Tax Roll. The Commercial accounts will continue to be billed by the franchisee, Benz Sanitation. Property owners will still be permitted to self haul to the Ridgecrest Sanitation Landfill and recycle at any approved drop off center or buy back center.

To comply with the order, the City at a minimum and in addition to the items reported at the last City Council Meeting will be required to immediately undertake and initiate four programs.

1. Engage a consultant to complete the Waste Generation Study and establish a New Base Year by October 01, 2009 with and by California Waste Associates – Jim Greco.
2. Establish Mandatory Commercial on-site Collection of Recyclables on a selected basis by July 1, 2009 and full compliance by January 2010
3. Establish a Mandatory Curbside Residential Recycling Program pursuant to Ordinance 09-01, by specific dates, including an addition of proposed residential rate schedule on the property tax roll by July 1, 2009 with implementation of universal pick-up by January 2010
4. Establish an on-site newspaper collection and paper recycling program.
5. Administration and Benz to develop an agreement for recycling and modification of Franchise Agreement.
6. Property Tax Roll spread, 10,500 mailing for Protest Hearing on July 01 and fund request to Kern County Auditor Controller in accordance with Prop. 218. NBS - Greg Ghironz,
7. Engage a consultant to prepare and submit a Facilities/Transfer Station Feasibility Study

Additional requirements are listed within the CIWMB staff report and additional tasks will be required prior to January of 2010.

FISCAL IMPACT:

Reviewed by Administrative Services Director

ACTION REQUESTED:

Receive and File

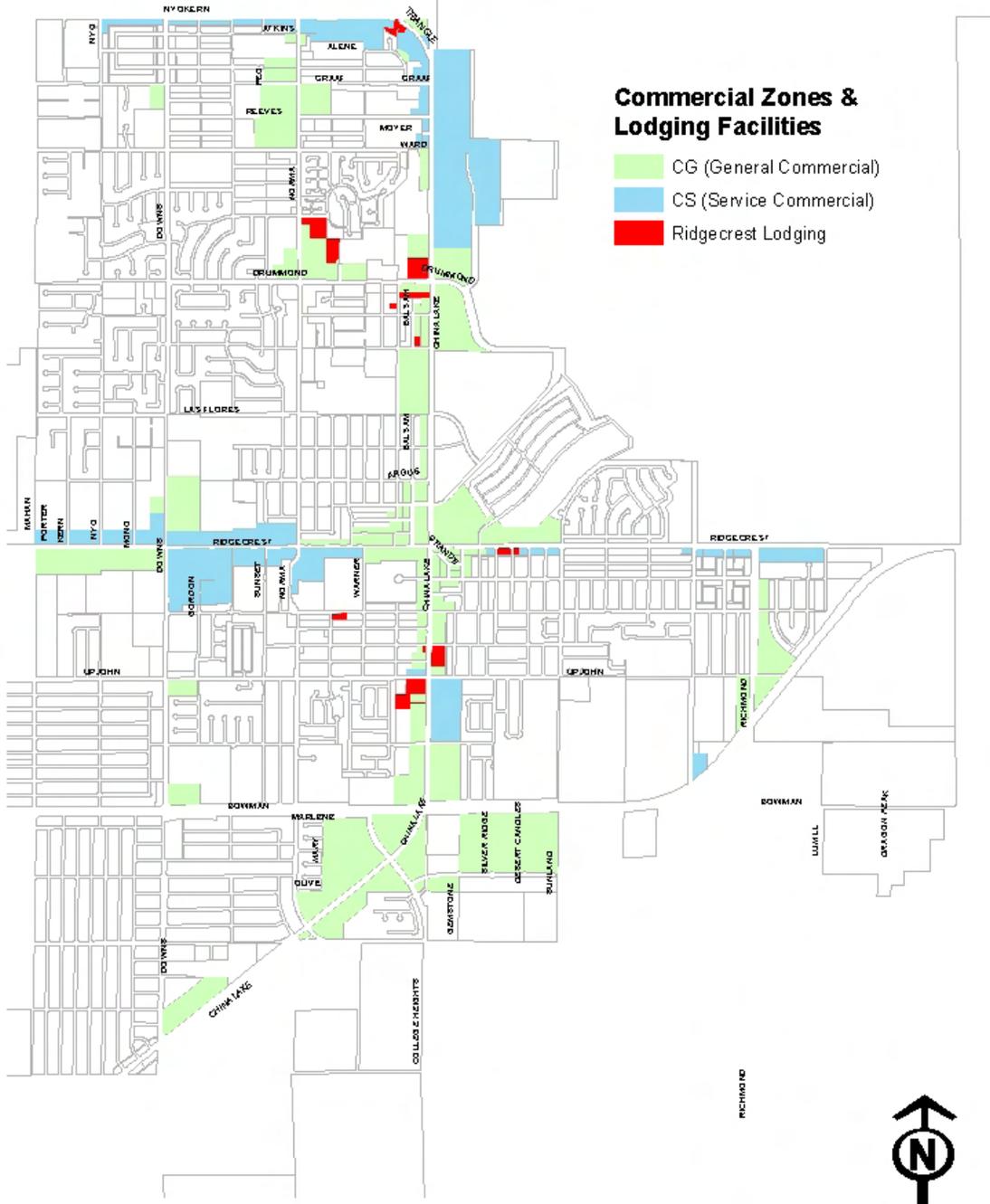
CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: James McRea
(Rev. 2-14-07)

Action Date: 05-20-09

City of Ridgecrest



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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Modified Local Assistance Plan (LAP) – California Integrated Waste Management Board, Compliance Order IWMA BR07-07.

PRESENTED BY:

James McRea

SUMMARY:

The California Integrated Waste Management Board issued a Compliance Order which directs the City to work in concert with their staff to bring Ridgecrest into conformance with State Guidelines on Waste Stream Diversion. As a result of the Administration Penalty Hearing findings of March 24, 2009, the CIWMB authorized amendments to the existing LAP and required its adoption by the City Council on May 20, 2009. The revised LAP has been developed, and reviewed by staff and CIWMB staff, and presented to the Infrastructure Committee on May 13. A new Waste Generation Study and a new 2006 Base Year are being developed by California Waste Association. A Mini recycling drop off center at the Corporate Yards, several on-site commercial cardboard recycling collection points, and an on-site paper collection programs have been added for implementation by July, 01, 2009, an updated Source Reduction and Recycling Element (SRRE), will be required. The City will also engage a consultant to prepare and submit a Facilities Feasibility Study. The State mandated a Material Recovery Facility Study/Transfer Station Feasibility Study. An agreement based on an existing RFP by Kern County with Shaw Consultant - Phil Kowalski, is proposed to be executed by July 01. Discussion and comments are requested on the continued status and oversight.

A modified Local Assistance Plan is attached and recommended for approval.

FISCAL IMPACT:

Reviewed by Administrative Services Director

ACTION REQUESTED:

Minute motion to adopt the amended LAP-/City of Ridgecrest.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: 

Submitted by:

Action Date:

Revised Local Assistance Plan - City of Ridgecrest

	Completion Dates* (based on calendar year)											
	1st Qtr. 2008	2nd Qtr. 2008	3rd Qtr. 2008	4th Qtr. 2008	1st Qtr. 2009	2nd Qtr. 2009	3rd Qtr. 2009	4th Qtr. 2009	1st Qtr. 2010	2nd Qtr. 2010	3rd Qtr. 2010	4th Qtr. 2010
1) CONDUCT NEW WASTE GENERATION/CHARACTERIZATION STUDY AND ESTABLISH NEW BASE YEAR												
a. The City of Ridgecrest (City) will calculate a new base year using 2006, or a more recent date, by conducting a Waste Generation/Characterization Study. The City will complete the Waste Generation/Characterization Study by July 1, 2009 September 30, 2008 .							x					
b. The City will submit all finalized documentation necessary to establish a new base year of 2006, or a more recent date, to the California Integrated Waste Management Board (CIWMB) following completion of the Waste Generation/Characterization Study identified in task 1(a).												
c. The City will update its existing Source Reduction and Recycling Element through its annual report. During the process of completing the Waste Generation/Characterization Study, should diversion opportunities be identified and presented to the City that would provide a significant contribution to the City's waste diversion efforts, they will be implemented by January 4, 2010 January 31, 2009 .									x			
Revised/additional subtasks as proposed by the City at the March 24, 2009 CIWMB Public Hearing												
The City has determined that it is in its best interest to hire a consultant to complete the Waste Generation Study. To complete this, the City will:												
1. Enter into a contract with a consultant to complete the Waste Generation Study. The City will finalize and enter into a contractual agreement by: <u>(City to enter date)</u>												
2. The City's consultant will complete and submit to the City the Waste Generation Study by July 1, 2009.							x					
3. The City will review, finalize, and submit a complete request for a New Base Year to the CIWMB's Local Assistance and Market Development Division by August 1, 2009. Upon submittal of the request, the City will make itself available to address any questions that may arise as part of the CIWMB review and approval of the New Base Year request.							x					
4. The City will fully implement all subtasks identified (a-c and 1-3) within this Task by January 4, 2010.												
2) PUBLIC OUTREACH/EDUCATION PROGRAM												
a. The City will design and implement a public outreach/education program designed to educate the general public, private sector entities, City government, and educational institutions about the virtues and necessities of recycling and implementing socially responsible waste diversion activities. In addition, the City will educate its constituents as to what is and what is not recyclable/divertible.												
b. The City's educational materials will be provided in languages that are consistent with the languages customarily spoken by its constituents.												
c. The City will author a written plan of action that describes the architecture of the City of Ridgecrest's public outreach program. The documentation furnished by the City will include at minimum: a description of the media format(s) used in its campaign, frequency of media distribution, copies of promotional literature, and specific points of sale (i.e. where written, verbal or electronic outreach is delivered).												

Revised Local Assistance Plan - City of Ridgecrest

	Completion Dates* (based on calendar year)												
	1st Qtr. 2008	2nd Qtr. 2008	3rd Qtr. 2008	4th Qtr. 2008	1st Qtr. 2009	2nd Qtr. 2009	3rd Qtr. 2009	4th Qtr. 2009	1st Qtr. 2010	2nd Qtr. 2010	3rd Qtr. 2010	4th Qtr. 2010	
<p>d. The City will appropriately launch its public outreach/education program for the Tasks being implemented prior to January 4, 2010. The City will also be developing and fully launch the public outreach/education program on a citywide basis once all of the Tasks identified in this amended LAP are in place. This full implementation will be not later than January 4, 2010. The City will provide the CIWMB with a copy of its amended written public outreach/education plan by August 31, 2009 March 31, 2008.</p> <p>Program "launch" will consist of one or more of the following:</p> <ol style="list-style-type: none"> 1) Air time, either advertising or on-air interview, through a radio station with significant market share that serves the City of Ridgecrest. 2) Air time, either advertising or on-air interview, through a television station with significant market share that serves the City of Ridgecrest. Public access cable stations are acceptable. 3) Space, either non-classified section advertising or feature story, through the newspaper of greatest circulation that serves the City of Ridgecrest. 4) Space, through feature article in a city/community newsletter that's routinely mailed to each resident and business in the City of Ridgecrest. 5) Special information mailer delivered to each resident/business in the City of Ridgecrest. 6) Web page, either within the City's existing website or stand-alone developed by the franchise hauler, dedicated to the City's solid waste management program and waste diversion efforts. <p>Content of the "launch" message will include, but not be limited to:</p> <ol style="list-style-type: none"> 1) Virtues and necessities of recycling and implementing socially responsible waste diversion activities 2) Forms of waste diversion 3) What the public can do to contribute to the City's waste diversion efforts 4) Resources available to the public for the purposes of waste reduction and recycling 5) Programs made available by the City to encourage waste reduction and recycling 6) Contact name and phone number of a designated city official assigned to this public outreach program 							X		X				
e. The City will monitor the implementation of the public outreach/education program for one year and make program improvements as necessary.							Permanenet and continuous on-going task						
Revised/additional subtasks as proposed by the City													
1. The City will fully implement all subtasks identified (a-e) within this Task by January 4, 2010.													
3) MAINTAIN EXISTING GREENWASTE EFFORTS													
a. The City will encourage grasscycling where feasible, and continue its existing grasscycling program at City parks.													
b. The City will continue to develop programs aimed at reducing greenwaste at the source, such as its proposed "Cash for Grass" initiative.													
c. The City, through Kern County, will continue its use of greenwaste as alternative daily cover at the Ridgecrest-Inyokern landfill.													

Revised Local Assistance Plan - City of Ridgecrest

	Completion Dates* (based on calendar year)											
	1st Qtr. 2008	2nd Qtr. 2008	3rd Qtr. 2008	4th Qtr. 2008	1st Qtr. 2009	2nd Qtr. 2009	3rd Qtr. 2009	4th Qtr. 2009	1st Qtr. 2010	2nd Qtr. 2010	3rd Qtr. 2010	4th Qtr. 2010
Revised/additional subtasks as proposed by the City												
The City, in working with the County, learned that greenwaste is not being used as an alternative daily cover at the Ridgecrest-Inyokern landfill. The City will work with the County to expand the existing woodwaste diversion program to include all greenwaste (including but not limited to grassclippings, leaves, and other "green" plant material).												
1. The City will fully implement all subtasks identified (a-c) within this Task by January 4, 2010.									X			
4) ESTABLISH MANDATORY COMMERCIAL ON-SITE COLLECTION OF RECYCLABLES												
a. The City will establish mandatory commercial on-site collection of recyclables.												
b. The City will develop and execute a public outreach campaign designed to educate and inform commercial entities about the virtues and necessities of recycling and implementing socially responsible waste diversion activities. In addition, the City will educate its commercial generators as to what is and what is not recyclable.	X											
c. The City will designate an impartial City representative to make quarterly visits to the working face of the Ridgecrest-Inyokern landfill to ensure that route trucks collecting recyclables are not dumping at the landfill. The City will document each visit in writing and record observations that include but are not limited to: name of designated representative, date, time, instances of improper disposal of recyclables, origin of loads (e.g. direct from route, materials recovery facility, etc.) if the franchise hauler's route trucks are present, unique identification number of franchise hauler vehicles engaging in improper disposal, etc. The City will include these observations in its quarterly reports to CIWMB.									Permanent and continuous on-going task. Continue providing Quarterly Reports			
d. The City will bring all instances of improper disposal to the attention of the hauler(s) in writing within 10 days of the date of discovery. The City will ensure that within <u>15 days X days (TBD by the City)</u> of its written notice, the hauler(s) provides a written response describing the corrective actions that will be taken and have been taken to ensure that improper disposal does not recur.									Permanent and continuous on-going task.			
e. The City will obtain collection schedules, route schedules, and times when route trucks normally reach the Ridgecrest-Inyokern landfill's scale house.												
f. The City will explore opportunities to deter improper disposal through the use of City ordinance(s).												
g. The City will establish a recognition program that showcases local commercial entities that are actively contributing to the City's waste diversion programs. The City will launch its recognition program by <u>January 4, 2010 March 31, 2009</u> .									X			
h. The City will complete the citywide launch of its commercial on-site recycle collection by <u>January 4, 2010 March 31, 2009</u> .									X			
i. The City will monitor the implementation of commercial on-site recycle collection for one year and make program improvements as necessary.									Permanent and continuous on-going task.			
Revised/additional subtasks as proposed by the City at the March 24, 2009 CIWMB Public Hearing												
The City recognizes that the development of a full Commercial on-site waste diversion program takes time. The City has identified a high value material, cardboard, that can be immediately targeted while the other aspects of the commercial program are developed. The following tasks are intended to be fully implemented by August 1, 2009 to divert the initially targeted cardboard.								X				

Revised Local Assistance Plan - City of Ridgecrest

	Completion Dates* (based on calendar year)											
	1st Qtr. 2008	2nd Qtr. 2008	3rd Qtr. 2008	4th Qtr. 2008	1st Qtr. 2009	2nd Qtr. 2009	3rd Qtr. 2009	4th Qtr. 2009	1st Qtr. 2010	2nd Qtr. 2010	3rd Qtr. 2010	4th Qtr. 2010
1. The City, with the help of its franchise hauler, will identify the top 10%-20% of all commercial generators for placement of this immediate program. As part of this implementation, properly sized and quantity of bins will be placed at each businesses to maximize the overall diversion of cardboard from each business targeted.												
2. The City recognizes that contamination of any recycling program is a significant issue to be addressed. The City will work with its franchise hauler to properly label, and if necessary, provide securable recycling bins. This will help to maximize participation and minimize contamination. The City will also support this program through full implementation of Task 2 by providing outreach material to promote and educate the commercial sector regarding this new program.												
3. The City will create a business recognition program to publically recognize those businesses that are doing an outstanding job recycling and supporting the community's waste reduction goals. Although the City will look to the larger businesses that place higher value on community recognition it will not be limited to them. This program will include the following: a. A letter from the Mayor to the targeted businesses encouraging their full participation in the new recycling program. b. As part of the overall recognition the City will work with the local Chamber of Commerce to recognize the efforts of the businesses and to challenge other businesses to participate. c. Publicize outstanding business efforts in the local media and City published newsletters, website, etc.												
4. The City will fully implement all subtasks identified (a-i and 1-3) within this Task by January 4, 2010.									X			
5) ESTABLISH MANDATORY CURBSIDE RESIDENTIAL RECYCLING PROGRAM												
a. The City will develop and implement a mandatory curbside residential recycling program. The City will further arrange with a recycling or recovery facility (RR facility) of sufficient stature to recover, sort, and prepare for transport, all recoverable residential materials.												
b. The City will obtain certified quarterly residential diversion reports. Quarterly diversion reports must provide the amount of material taken to the RR facility, estimated recovery rate, diversion tons by material type, disposal/residual tons, and weight tickets.									Permanent and continuous on-going task. Provide Quarterly Reports			
c. The City will designate an impartial City representative to make quarterly visits to the RR facility in order to verify that the City's residential recyclables are being delivered to, and processed by the RR facility. The City will document each visit in writing and record observations that include but are not limited to: name of designated representative, date, time, approximate % of each observed residential load actually processed by the RR facility, effectiveness of the processing observed in recovering recyclable materials, etc. The City will include these observations in its quarterly reports to CIWMB.									Permanent and continuous on-going task. Provide Quarterly Reports			
d. The City will designate an impartial City representative to make quarterly visits to the working face of the Ridgecrest-Inyokern landfill to ensure that route trucks collecting recyclables are not dumping at the landfill. The City will document each visit in writing and record observations that include but are not limited to: name of designated representative, date, time, instances of improper disposal of recyclables, origin of loads (e.g. direct from route, recycling or recovery facility, etc.) if a hauler's route trucks are present, unique identification number of hauler's vehicle(s) engaging in improper disposal, etc. The City will include these observations in its quarterly reports to CIWMB. The city may perform this task in conjunction with task 4(c).									Permanent and continuous on-going task.			

Revised Local Assistance Plan - City of Ridgecrest

	Completion Dates* (based on calendar year)													
	1st Qtr. 2008	2nd Qtr. 2008	3rd Qtr. 2008	4th Qtr. 2008	1st Qtr. 2009	2nd Qtr. 2009	3rd Qtr. 2009	4th Qtr. 2009	1st Qtr. 2010	2nd Qtr. 2010	3rd Qtr. 2010	4th Qtr. 2010		
e. The City will bring all deficiencies and instances of improper disposal to the attention of either the hauler, RR facility operator, or both (whichever is the offending party) in writing within 10 days of the date of discovery. The City will ensure that within 15 days days (TBD by the City) of its written notice, the hauler, RR facility operator, or both, provides a written response describing the corrective actions that will be taken and have been taken to ensure that deficiencies and improper disposal do not recur.													Permanent and continuous on-going task.	
f. The City will explore opportunities to deter improper disposal through the use of City ordinance(s).														
g. The City will launch its mandatory curbside residential recycling program no later than July 1, 2009 March 31, 2009 .							X							
h. The City will monitor implementation of its mandatory curbside residential recycling program and make program improvements as necessary.														Permanent and continuous on-going task.
Revised/additional subtasks as proposed by the City at the March 24, 2009 CIWMB Public Hearing														
1. The City will fully implement all subtasks identified (a-h) within this Task by January 4, 2010.														
6) MATERIALS RECOVERY FACILITY FEASIBILITY STUDY														
a. The City will conduct a study that evaluates the cost, feasibility and sustainability of constructing and operating a materials recovery facility (MRF) within the City of Ridgecrest. The City will complete the study by December 31, 2008 August 1, 2009 .							X							
b. Should the above mentioned study mentioned above in subtask 6a conclude that constructing and operating a MRF in the City of Ridgecrest is feasible, the City will take all steps necessary to design, bid for, and construct a MRF.														
c. Should the above mentioned study conclude that constructing and operating a MRF in the City of Ridgecrest is not feasible, the City will present to CIWMB, alternatives that: 1) the City is capable of implementing, and 2) accomplish the same goals, objectives and order of magnitude as constructing and operating a MRF within the City. The City will provide its alternatives to CIWMB by December 31, 2008 November 15, 2009 if a MRF is deemed infeasible.								X						
Revised/additional subtasks as proposed by the City at the March 24, 2009 CIWMB Public Hearing														
1. The city will develop and enter into a contract with a consultant to complete the Materials Recovery Facility (MRF) feasibility study. The City will finalize and enter into a contractual agreement by: (City to enter date)														
2. The City's consultant will complete and submit to the City the Waste Generation Study by August 1, 2009. Upon receipt of the study, the City will forward a final copy to the CIWMB by November 15, 2009.							X	X						
3. The City will fully implement all subtasks identified (a-c and 1-2) within this Task by January 4, 2010.									X					
7) COMMUNITY CLEAN-UP EVENTS														
a. The City will continue to offer residential community clean-up events for its residents to drop off recyclable and waste materials.														Existing program that will be maintained on a permanent basis.
b. The City will continue to make every reasonable effort to separate greenwaste, bulky items, white goods, metals, tires, wood and concrete. The City will continue to MRF all waste collected at the events to maximize the diversion of recyclable materials from the disposed waste collected.														Permanent and continuous on-going task.

Revised Local Assistance Plan - City of Ridgecrest

	Completion Dates* (based on calendar year)												
	1st Qtr. 2008	2nd Qtr. 2008	3rd Qtr. 2008	4th Qtr. 2008	1st Qtr. 2009	2nd Qtr. 2009	3rd Qtr. 2009	4th Qtr. 2009	1st Qtr. 2010	2nd Qtr. 2010	3rd Qtr. 2010	4th Qtr. 2010	
c. The City will require a diversion report from the hauler 10 days after each clean-up event. The report will provide the total tons diverted by material type, as well as total tons disposed. Any materials taken to a MRF will be reported, including total tons and the estimated recovery rates.	Permanent and continuous on-going task.												
d. The City will monitor implementation of the diversion programs that occur through its clean-up events and identify and correct programmatic areas that require improvement. Should deficiencies be found with the hauler's performance of MRF activities, the City will submit written notice and ensure that within 15 Days X days (TBD by the City) of its written notice, the hauler provides a written response of corrective actions that will be taken to resolve the problems and deficiencies.	Permanent and continuous on-going task.												
e. The City will monitor its existing community clean-up program for one year and make program improvements as necessary.													Permanent and continuous on-going task.

Revised/additional subtasks as proposed by the City at the March 24, 2009 CIWMB Public Hearing

1. The City will fully implement and maintain all subtasks identified (a-e) within this Task by January 4, 2010.													
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8) ON CAMPUS RECYCLING AT EDUCATIONAL INSTITUTIONS

The City will make every reasonable effort to develop cooperative partnerships with the school district, private schools, NAWS educational institutions and Cerro Coso College in order to implement waste diversion programs. As part of its effort, the City will document its progress. The documentation will provide tangible evidence of the City's success in developing these partnerships, as well as its good faith effort should one or more cooperative partnerships prove unattainable. With respect to those facilities for which cooperative partnerships cannot be developed, the City will use other reasonable means to encourage staff and students to engage in responsible waste diversion practices. As for educational institutions through which the City is able to foster cooperative partnerships, the City will do the following:													
a. The City will establish recycling programs at all educational institutions within the City's incorporated boundaries.													
b. The City will work with each educational institution's hauler to develop and execute a public outreach campaign designed to educate and inform staff and students about the virtues and necessities of recycling and implementing socially responsible waste diversion activities.	x												
c. The City will present waste diversion program plans to the school district and collaborate with district and educational institution staff to implement waste diversion programs.													
d. The City will coordinate container placement with the school district's hauler and educational institutions.													
e. The City will coordinate collection and processing of recyclable materials with the school district's hauler and educational institutions.													
f. The City will provide guidance to educational institutions, students and staff on using CIWMB's website for school waste reduction efforts and resources.													
g. The City will implement recycling programs at all educational institutions within its incorporated boundaries by January 4, 2010 March 31, 2009 .										x			
h. The City will monitor implementation of the on-campus educational institution recycling program for one year and make program improvements as necessary.													Permanent and continuous on-going task.

Revised/additional subtasks as proposed by the City at the March 24, 2009 CIWMB Public Hearing

1. The City will fully implement all subtasks identified (a-h) within this Task by January 4, 2010.													
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Revised Local Assistance Plan - City of Ridgecrest

	Completion Dates* (based on calendar year)											
	1st Qtr. 2008	2nd Qtr. 2008	3rd Qtr. 2008	4th Qtr. 2008	1st Qtr. 2009	2nd Qtr. 2009	3rd Qtr. 2009	4th Qtr. 2009	1st Qtr. 2010	2nd Qtr. 2010	3rd Qtr. 2010	4th Qtr. 2010
9) CITY GOVERNMENT RECYCLING												
a. The City of Ridgecrest as a governmental entity will lead by example and become the model for the community's waste diversion efforts. To do so, the City will establish a recycling program that encompasses all City offices and facilities. The City's recycling program will include at minimum: beverage containers, paper, cardboard and greenwaste.												
b. The City will coordinate container placement.												
c. The City will coordinate collection and processing of recyclable materials.												
d. The City will develop and execute an outreach campaign designed to educate and inform City employees about the virtues and necessities of recycling and implementing socially responsible waste diversion activities. In addition, the City will educate its employees as to what is and what is not recyclable.	x											
e. The City will launch and continue to fully implement its recycling program at all City offices by March 31, 2008.												
f. The City will monitor implementation of the City Government recycling program for one year and make program improvements as necessary.												
Revised/additional subtasks as proposed by the City at the March 24, 2009 CIWMB Public Hearing												
1. The City will fully implement and maintain all subtasks identified (a-f) within this Task by January 4, 2010.												
10) REPORT QUARTERLY AND ANNUALLY												
a. The City must develop and maintain a Compliance Documentation Binder to track and document the progress of each of the Compliance Order tasks. This binder must include copies of all public education materials, service contracts, collected data and studies, processing facility visits, and all work associated with the completion of the Compliance Order, including a copy of all quarterly reports submitted to CIWMB. This binder will be a record of progress of task and program implementation. The City will make this binder available to CIWMB staff upon request.												
b. The City must submit quarterly reports to the CIWMB representative according to the LAP completion date schedule. These quarterly reports must include the implementation status of all programs in this LAP. The quarterly reports will include any issues that need attention and any concerns the City may have regarding implementation of the LAP. The City will use the guidelines for completing the quarterly reports, as provided by CIWMB, to ensure that the City submits a comprehensive report. In the quarterly reports the City will include a single example of each newly printed educational material along with an explanation of how the item was distributed. The City will work together with its franchise hauler to submit monthly hauler reports to CIWMB along with each quarterly report. Each quarterly report will be due 30 days after the end of the calendar quarter.												
c. The City will continue to submit an Annual Report on Source Reduction and Recycling Element implementation and will continue to submit quarterly reports to CIWMB by the due dates.	x	x	x	x	x	x	x	x	x	x	x	x
Revised/additional subtasks as proposed by the City at the March 24, 2009 CIWMB Public Hearing												
1. The City will fully implement all subtasks identified (a-c) within this Task through the completion of the compliance order and the monitoring period.												

Revised Local Assistance Plan - City of Ridgecrest

	Completion Dates* (based on calendar year)											
	1st Qtr. 2008	2nd Qtr. 2008	3rd Qtr. 2008	4th Qtr. 2008	1st Qtr. 2009	2nd Qtr. 2009	3rd Qtr. 2009	4th Qtr. 2009	1st Qtr. 2010	2nd Qtr. 2010	3rd Qtr. 2010	4th Qtr. 2010
Additional Program Tasks Proposed by the City at the March 24, 2009 CIWMB Public Hearing												
The following Tasks were presented at the CIWMB March 24, 2009 Public Hearing as additional programs that the City stated, as part of the record, would be implemented to further assist the City in meeting the diversion mandates of AB 939.												
11) ESTABLISHMENT OF A MINI RECYCLING CENTER AND DROP-OFF FACILITY AT THE CITY'S CORPORATE YARD												
a. The City will establish an easily accessible area, within the City's corporate yard, for the placement of a voluntary mini recycling and drop-off center for the residents of the City of Ridgecrest. The materials to be targeted will include, but are not limited to the following materials; paper, plastic, cardboard, glass, newsprint, bottles, and cans. The City recognizes that there is a potential for contamination of this center. To address this, the City will develop a method of monitoring the facility to minimize illegal dumping.												

Revised Local Assistance Plan - City of Ridgecrest

	Completion Dates* (based on calendar year)											
	1st Qtr. 2008	2nd Qtr. 2008	3rd Qtr. 2008	4th Qtr. 2008	1st Qtr. 2009	2nd Qtr. 2009	3rd Qtr. 2009	4th Qtr. 2009	1st Qtr. 2010	2nd Qtr. 2010	3rd Qtr. 2010	4th Qtr. 2010
b. The City will develop proper signage at the facility to direct the flow of traffic and the placement of the recyclables in the correct containers so there will be minimum contamination.												
c. The City will implement outreach material to promote and educate the residents of the City of Ridgecrest about this new program using the Public Outreach/Education Program tasks as identified in Task 2 above.												
d. The City will fully implement this program by August 1, 2009.							x					
12) ESTABLISH ON-SITE NEWSPAPER COLLECTION												
a. The City will identify large generators of newspaper within the City of Ridgecrest. Once identified a source separation bin will be provided that maximizes the diversion of the newspaper from the wastestream.												
b. The City will support the implementation of this program with appropriate outreach material to promote and educate the users of this program. All materials developed will be integrated into the Public Outreach/Education Program Tasks (Task 2) above.												
c. The City will fully implement this program by August 1, 2009.							x					
13) DEVELOP AND EXPAND RECYCLING PROGRAMS AT RIDGECREST/INYOKERN LANDFILL												
a. The City will continue to cooperatively work with the County of Kern, to identify and expand the recycling programs at the Ridgecrest/Inyokern Landfill. The effort will focus on, but is not limited to, cardboard and greenwaste as the initial target wastes being disposed of at the landfill. Through the cooperative efforts with the County, the City will look for other high impact materials that can be diverted to maximize the overall effects of this program.												
b. The City and County of Kern will fully implement an outreach program to educate the customers using the landfill outlining and promoting the benefits of the program. This outreach program will be integrated into the Public Outreach/Education Program Tasks (Task 2) above.												
c. The City will fully develop and implement this program by January 4, 2010.									x			
14) EXPAND THE CITY'S "GREEN" PROCUREMENT POLICIES												
a. The City/City's Procurement Officer will evaluate the current procurement policies to identify what recycled content products the City is currently requiring itself to purchase. As part of this evaluation, the City will work with the County of Kern and the CIWMB to identify what recycled content products are currently purchased and to identify additional recycled content products that could be purchased.												
d. The City will work the County of Kern and CIWMB staff to obtain information on grant opportunities that support the use of recycled materials including, but not limited to, playground/playground surfacing products, recycled aggregate, and recycled rubberized asphalt.												
c. The City will fully implement the findings of the evaluation of the procurement policies and submit a summary report of the findings to the JCA by January 4, 2010.									x			

Revised Local Assistance Plan - City of Ridgecrest

		Completion Dates* (based on calendar year)											
		1st Qtr. 2008	2nd Qtr. 2008	3rd Qtr. 2008	4th Qtr. 2008	1st Qtr. 2009	2nd Qtr. 2009	3rd Qtr. 2009	4th Qtr. 2009	1st Qtr. 2010	2nd Qtr. 2010	3rd Qtr. 2010	4th Qtr. 2010
Note: "X" indicates the reporting period for completion of tasks													
* Key to column dates:													
Q1-08 = January 1, 2008 - March 31, 2008													
Q2-08 = April 1, 2008 - June 30, 2008													
Q3-08 = July 1, 2008 - September 30, 2008													
Q4-08 = October 1, 2008 - December 31, 2008													
Q1-09 = January 1, 2009 - March 31, 2009													
Q2-09 = April 1, 2009 - June 30, 2009													
Q3-09 = July 1, 2009 - September 30, 2009													
Q4-09 = October 1, 2009 - December 31, 2009													
Q1-10 = January 1, 2010 - March 31, 2010													
Q2-10 = April 1, 2010 - June 30, 2010													
Q3-10 = July 1, 2010 - September 30, 2010													
Q4-10 = October 1, 2010 - December 31, 2010													

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Real Property Sale, and Disposition Development Agreement (DDA) to construct and develop a commercial medical use on Lot 25, Parcel Map 10819, APN 33-070-325, Ridgecrest Business Park, Developer, Daniel Taheri , MD; Khaneh Holdings, LLC.

PRESENTED BY:
James McRea

SUMMARY:
This agenda item is the authorization of the sale of real property by the Ridgecrest Redevelopment Agency of Lot 25 of the Ridgecrest Business Park. A pending Disposition Development Agreement (DDA) is attached. The DDA is still in the process of approval and review by Agency Counsel. The RRA is in the process of executing a Disposition Development Agreement (DDA) for the sale of Lot 25 of Parcel Map No. 18019 of the Ridgecrest Business Park. Lot 25 will be developed for a permitted commercial use for a Professional Office and Medical Facility in accordance with the CC&R's for the Business Park within an established time period.

Pursuant to Section 33433 of the California Health and Safety Code a summary report and Resolution 09- 02 was previously presented and approved for the sale of the property at the fair market value of \$ 233,262. The proposed project would be subject to a Planning Commission Site Plan review and certain on-site and off-site improvements. Staff recommends authorization of the sale, opening of required escrow, and execution of the DDA by the Executive Director, as may be modified in final negotiations by Agency Counsel.

FISCAL IMPACT:
Sale of the property in accordance with Group II parcels of the Ridgecrest Business Park in the amount of \$ 4.50 per sq. ft, plus or minus gross/net adjustment in the amount of \$233,262.00

Reviewed by Administrative Services Director

ACTION REQUESTED:
Motion to approve as recommended and adoption of resolution 09-

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: 

The Ridgcrest Business Park

East side of N. China Lake Blvd.
At the north entrance to the City of Ridgcrest

A new 63 acre business, technology, and medical Business park
Opening Winter of 2001



PARCEL	GROSS AREA (ACRES)	
1	1.68	19
2	0.46	20
3	0.46	21
4	0.46	22
5	0.46	23
6	0.46	24
7	0.46	25
8	0.92	26
9	0.46	27
10	0.46	28
11	0.46	29
12	0.46	30
13	0.46	31
14	1.88	32
15	3.22	33
16	2.28	34
17	2.57	35
18	2.69	36

N.A.W.S.

N.A.W.S.

LOT 4
28.71 AC GR

N.A.W.S.

SCALE 1 INCH = 400 FEET

VIEWS SCHOOL

LOT 5
23.86 AC GR

N.A.W.S.



CHINA LAKE BLVD

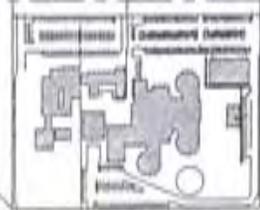
GRANT AVENUE

BEVUS AVENUE

WYLER STREET

WALDO AVENUE

SPUMPOCK AVENUE



DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between

THE RIDGECREST REDEVELOPMENT AGENCY

And

**Daniel Taheri , MD
Khaneh Holdings, LLC**

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ATTACHMENTS:

Attachment No. 1	Site Map
Attachment No. 2	Site Legal Descriptions
Attachment No. 3	Schedule of Performance
Attachment No. 4	Scope of Development
Attachment No. 5	Grant Deed
Attachment No. 6	Declaration of Conditions, Covenants and Restrictions
Attachment No. 7	Release of Construction Covenants
Attachment No. 8	Memorandum of Agreement

THIS DISPOSITION AND DEVELOPMENT AGREEMENT

(this "Agreement") is entered into by and among the
RIDGECREST REDEVELOPMENT AGENCY,
a public body corporate and politic (the "Agency")
Daniel Taheri , MD Khaneh Holdings, LLC
, and/or assigns (the "Developer").

RECITALS

The following recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Section 101 of this Agreement:

A. The Redevelopment Plan for the Ridgecrest Redevelopment Project (the "Redevelopment Plan") was approved and adopted by the City Council of the City of Ridgecrest on November 1986, by Ordinance No. 86-37, as amended.

B. The Agency is authorized and empowered under the Community Redevelopment Law, to enter into agreements for the acquisition, disposition and development of real property and otherwise to assist in the redevelopment of real property within a redevelopment project area in conformity with a redevelopment plan adopted for such area; to acquire real and personal property in redevelopment project areas; to receive consideration for the provision by the Agency of redevelopment assistance; to make and execute contracts and other instruments necessary or convenient to the exercise of its powers; and to incur indebtedness to finance or refinance redevelopment projects.

C. The Agency owns that certain real property consisting of Parcel 25 of Parcel Map 10819 for the Ridgecrest Business Park which is approximately 1.19 gross acres in size in the Redevelopment Project Area (the "Site") as shown on the Site Map attached hereto as Attachment No. 1 and as more particularly described in the Site Legal Description attached hereto as Attachment No. 2.

D. The Developer desires to acquire the Site and to develop a medical office facility, thereon.

F. The Agency and the Developer desire to enter into this Agreement in order to implement the provisions of the Redevelopment Plan by providing for the Developer's acquisition of the Site and the construction and operation of the improvements thereon.

F. The Agency further desires to enter into this Agreement for the improvement of the Site by the Developer because, pursuant to the Community Redevelopment Law and the Redevelopment Plan, such actions will help to eliminate blight in the Redevelopment Project, increase the employment opportunities within the Redevelopment Project, generate additional property taxes with which the community can assist in providing an environment for the social, economic and psychological growth and well-being of the citizens of the City.

G. The Developer's acquisition and development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and the health, safety, and welfare of its residents and are in accord with the provisions of applicable federal, state and local law.

NOW, THEREFORE, the Agency and the Developer hereby agree as follows:

100. INTRODUCTORY PROVISIONS

101. Definitions.

“Agency” means the Ridgecrest Redevelopment Agency, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law, and any assignee of or successor to its rights, powers and responsibilities.

“Agency’s Conditions Precedent” is defined in Section 205.1 hereof.

“Agreement” means this Disposition and Development Agreement by and between the Agency and the Developer.

“CC&R’s” means the Declaration of Conditions, Covenants and Restrictions attached hereto as Attachment No. 6 and incorporated herein by reference.

“City” means the City of Ridgecrest, a California municipal corporation.

“Claimant” is defined in Section 501 hereof.

“Closing” is defined in Section 202.4 hereof.

“Closing Date” is defined in Section 202.4 hereof.

“Community Redevelopment Law” means California Health and Safety Code Sections 33000, et seq. as the same now exists or may hereafter be amended.

“Construction Drawings” is defined in Section 302 hereof.

“Date of Agreement” means the date upon which this Agreement shall have been executed by the Agency.

“Default” means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 601 hereof.

“Default Notice” is defined in Section 501 hereof.

“Developer” means Daniel Taheri , MD ., and any assignee or successor to the Developer permitted pursuant to the terms of this Agreement.

“Developer Costs” is defined in Section 614 hereof.

“Developer Improvements” means the improvements to be constructed by Developer, as more particularly described herein and in the Scope of Development.

“Developer Request” is defined in Section 614 hereof.

“Environmental Law” means (i) Sections 25115, 25117, 25122.7 or 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) Article 9 or Article II of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vi) Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (vii) Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903) or (viii) Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 6901, et seq.

“Environmental Consultant” is defined in Section 207.2 hereof.

“Escrow” is defined in Section 202 hereof.

“Escrow Agent” is defined in Section 202 hereof.

“Exceptions” is defined in Section 203 hereof.

“Governmental Requirement(s)” means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City or any other political subdivision in which the Site is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Agency, the Developer or the Site.

“Grant Deed” means the Grant Deed for the conveyance of the Site from the Agency to the Developer which is attached hereto as Attachment No. 5 and incorporated herein by reference.

“Hazardous Materials” means any substance, material or waste which is or becomes, prior to the Closing, regulated by any local governmental authority, the State of California or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article II of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq. (42 U.S.C. Section 6903) or (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 6901, et seq.

“Improvements” means the Developer Improvements.

“Memorandum of Agreement” means the Memorandum of Agreement attached hereto as Attachment No. 8 and incorporated herein by reference.

“Notice” is defined in Section 601 hereof As used herein, the term “Notice” includes a Default Notice.

“Outside Date” is defined in Section 202.4 hereof.

“Project” means and refers to both the Site and the Developer Improvements to be constructed thereon.

“Redevelopment Plan” means the Redevelopment Plan for the Ridgecrest Redevelopment Project which was approved and adopted by the City Council of the City of Ridgecrest on November 19, 1986, by Ordinance No. 86-37, as amended.

“Redevelopment Project” means the Ridgecrest Redevelopment Project, adopted by the City pursuant to the Redevelopment Plan.

“Redevelopment Project Area” means the property which is within the Redevelopment Project.

“Release of Construction Covenants” means the document which evidences Developer’s satisfactory completion of the Developer Improvements, as set forth in Section 311 hereof in the form of Attachment No. 7 hereto which is incorporated herein by reference.

“Report” is defined in Section 203 hereof.

“Schedule of Performance” means that certain Schedule of Performance attached hereto as Attachment No. 3 and incorporated herein by reference, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between the Developer and the Agency’s Executive Director, and the Agency’s Executive Director is authorized to make such revisions as he deems reasonably necessary.

“Scope of Development” means that certain Scope of Development attached hereto as Attachment No. 4 and incorporated herein by reference, which describes the scope, amount and quality of development of the Developer Improvements to be constructed by the Developer pursuant to the terms and conditions of this Agreement.

“Site” means that certain real property which is approximately 1.19 gross acres in size and which is located in the Ridgecrest Business Park in the Redevelopment Project Area, as depicted on the Site Map and more particularly described in the Site Legal Description.

“Site Legal Description” means the description of the Site which is attached hereto as Attachment No. 2 and incorporated herein by reference.

“Site Map” means the map of the Site which is attached hereto as Attachment No. 1 and incorporated herein by reference.

“State” means the State of California.

“Title Company” is defined in Section 203 hereof “Title Policy” is defined in Section 204 hereof.

102. Representations and Warranties.

102.1 Agency Representations. Agency hereby makes the representations and warranties contained below in this Section 102.1. All of the representations and warranties set forth in this Section 102.1 are effective as of the Date of this Agreement. All of the representations and warranties set forth in this Section 102.1 are made with the acknowledgment that they are material, and with the intention that the Developer shall rely upon them as inducements to enter into this Agreement and to perform their obligations hereunder. The representations and warranties contained in this Section 102.1 shall each survive the execution of this Agreement without limitation as to time.

(a) Authority. The Agency is a public body, corporate and politic, existing pursuant to the Community Redevelopment Law, which has been authorized to transact business pursuant to action of the City. The Agency has full right, power and lawful authority to enter into this Agreement and the execution, performance and delivery of this Agreement by the Agency has been fully authorized by all requisite actions.

(b) No Conflict. The Agency’s execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Agency is a party or by which it is bound.

(c) No Agency Bankruptcy. The Agency is not the subject of a bankruptcy proceeding.

(d) Deliveries. All documents, instruments and other information delivered by the Agency to the Developer pursuant to this Agreement are true, correct and complete.

Each of the foregoing items (a) to (d), inclusive shall be deemed to be an ongoing representation and warranty. The Agency shall advise the Developer in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (d), inclusive.

102.2 Developer’s Representations. The Developer hereby makes the representations and warranties contained below in this Section 102.2. All of the representations and warranties set forth in this Section 102.2 are effective as of the Date of this Agreement. All of the representations and warranties set forth in this Section 102.2 are made with the acknowledgment that they are material, and with the intention that the Agency shall rely upon them as inducements to enter into this Agreement and to perform its obligations hereunder and to close the transactions contemplated herein. The representations and warranties contained in this Section 102.2 shall each survive the execution of this Agreement without limitation as to time.

(a) Authority. The Developer is a duly sole proprietor within and in good standing under the laws of the State of California and is authorized to do business in California. The Developer has full right, power and lawful authority to undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by the Developer has been fully authorized by all requisite actions on the part of the Developer. The Developer has provided the

Agency with true and correct copies of documentation reasonably acceptable to the Agency's Executive Director, or his designee, designating the party authorized to execute this Agreement on behalf of the Developer.

(b) No Conflict. The Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(c) No Developer Bankruptcy. The Developer is not the subject of a bankruptcy proceeding.

(d) Deliveries. To Developer's actual knowledge, all documents, Instruments and other information delivered by the Developer to the Agency pursuant to this Agreement are true, correct and complete.

Each of the foregoing items (a) to (d), inclusive shall be deemed to be an ongoing representation and warranty. The Agency shall advise the Developer in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (d), inclusive.

103. Transfers of Interest in Site or Agreement.

103.1 Prohibition. The qualifications and identity of Developer are of particular concern to the Agency. It is because of those qualifications and identity that the Agency has entered into this Agreement with the Developer. For the period commencing upon the Date of this Agreement and until the issuance of the Release of Construction Covenants, no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement, nor shall the Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Developer Improvements thereon without prior written approval of Agency, except as expressly set forth herein. Following the issuance of the Release of Construction Covenants, the Agency's approval of a transfer as contemplated under this Section 103.1 shall no longer be required.

103.2 Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, Agency approval of an assignment of this Agreement or conveyance of the Site or the Developer Improvements, or any part thereof, shall not be required in connection with any of the following:

(a) The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Developer Improvements (as defined herein).

(b) Any requested assignment for financing purposes (subject to such financing being considered and approved by Agency pursuant to Section 311 herein), including the grant of a deed of trust to secure the funds necessary for land acquisition, construction and permanent financing of the Developer Improvements or transfer to development entity in which Developer and/or assigns retains a controlling interest.

103.3 Agency Consideration of Requested Transfer. The Agency agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 103, provided the

Developer delivers written notice to the Agency requesting such approval. With respect to any proposed transfer prior to the issuance of the Release of Construction Covenants, such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 103 and as reasonably determined by the Agency. The Agency shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the period for which this Section 103 applies, which the Agency determines does not possess equal or better qualifications than the transferring Developer. An assignment and assumption agreement in a form satisfactory to Agency's legal counsel shall also be required for all proposed assignments. Within thirty (30) days after the receipt of the Developer's written notice requesting Agency approval of an assignment or transfer pursuant to this Section 103 the Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, Agency requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Developer shall promptly furnish to the Agency such further information as may be reasonably requested.

103.4 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and its permitted successors and assigns. Whenever the term "Developer" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

200. DISPOSITION OF SITE

201. Disposition of the Site to the Developer. The Site shall be conveyed to Developer for and in consideration of all of the Developer's obligations hereunder, including but not limited to the Developer's construction of the Developer Improvements and the operation of the Project in compliance with the CC&Rs, the Agency hereby agrees to grant, transfer and convey the Site to the Developer and the Developer agrees to acquire the Site from the Agency for a purchase price of Two Hunder and Thirty Three Thousand Dollars (\$233,262.00) (the "Purchase Price"). The actual square footage and Purchase Price shall be based on the final parcel maps or surveys to be approved in connection with the development. The Sale Price is at four dollars and fifty cent per square foot. Upon execution of this Agreement, Developer shall make a down payment of \$25,000 which shall be held by the Escrow Agent and shall be released to Developer upon termination of this Agreement pursuant to Section 202.5 on or prior to the end of the Due Diligence Period or shall be applied to the payment of the Purchase Price.

202. Escrow. Within the time set forth in the Schedule of Performance the parties shall open escrow (the "Escrow") with First American Title Company (the "Escrow Agent").

202.1 Costs of Escrow. The Agency and the Developer shall pay their respective portions of the premium for the Title Policy as set forth in Section 204 hereof the Agency shall pay for the documentary transfer taxes, if any, due with respect to the conveyance of the Site, and the Developer and the Agency each agree to pay one-half of all other usual fees, charges, and costs which arise from the Escrow.

202.2 Escrow Instructions. This Agreement constitutes the joint escrow instructions of the Developer and the Agency, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts reasonably necessary to close the Escrow in accordance with the terms of this Agreement. Insurance policies for fire or casualty are not to be transferred, and the Agency will cancel its own policies after the Closing. All funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State. All disbursements shall be made by check from such account.

If in the opinion of either party it is necessary or convenient in order to accomplish the Closing, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control, The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Closing shall take place when both the Agency's Conditions Precedent and the Developer's Conditions Precedent as set forth in Section 205 have been satisfied. Escrow Agent is instructed to release Agency's escrow closing and Developer's escrow- closing statements to the respective parties.

202.3 Authority of Escrow Agent. The Escrow Agent is authorized to, and shall:

(a) Pay and charge the Agency for the premium of the Title Policy as set forth in Section 204 hereof and any amount necessary to place title to the Site in the condition necessary to satisfy Section 203 of this Agreement.

(b) Pay and charge the Developer and the Agency for their respective shares of any escrow fees, charges, and costs payable under Section 202.1 of this Agreement.

(c) Disburse funds and deliver and record the Grant Deed and the CC&R's when both the Developer's Conditions Precedent and the Agency's Conditions Precedent have been fulfilled or waived by the Developer and the Agency.

(d) Do such other actions as necessary, including obtaining the Title Policy, to fulfill its obligations with respect to the Site under this Agreement.

(e) Within the discretion of the Escrow Agent and, if necessary, direct the Agency and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. Agency agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by the Escrow Agent, on the form to be supplied by the Escrow Agent.

(f) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

202.4 Closing. The conveyance of the Site shall close (the “Closing”) within thirty (30) days of the parties’ satisfaction of all of the Agency’s and the Developer’s Conditions Precedent as set forth in Section 205 hereof, but in no event later than one hundred twenty (120) days from the Date of Agreement (the “Outside Date”); provided, that the Outside Date may be extended for a period up to sixty (60) days upon written notice to the Agency prior to the Outside Date that such additional period is required due to processing delays by the City and/or Agency and stating the nature of such delays. The “Closing” shall mean the time and day the Grant Deed is filed for record with the Kern County Recorder. The “Closing Date” shall mean the day on which the Closing occurs.

202.5 Termination. Developer shall have 90 days from the Date of Agreement or such extended period (the “Due Diligence Period”) to satisfy itself with respect to the condition of the Site as provided in Section 207, title as provided in Section 203 and to such other matter affecting the development of the Site and may terminate this Agreement in its sole discretion on or prior to the end of the Due Diligence Period by giving written notice of such termination to the Agency. If the Escrow is not in condition to close by the Outside Date, then either party which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate this Agreement. If either party makes a written demand for return of documents or properties, this Agreement shall not terminate until five (5) days after the Escrow Agent shall have delivered copies of such demand to all other parties at the respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, the Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Termination of this Agreement shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, the Escrow Agent shall proceed with the Closing as soon as possible.

202.6 Closing Procedure. The Escrow Agent shall close the Escrow for the Site as follows:

(a) Record the Grant Deed with instructions for the Recorder of Kern County, California to deliver the Grant Deed to the Developer;

(b) Record the CC&Rs with instructions for the Recorder of Kern County, California to deliver the CC&Rs to the Agency;

(c) Record the Memorandum of Agreement with instruction for the Recorder of Kern County, California to deliver the Memorandum of Agreement to the Agency;

(d) Instruct the Title Company to deliver the Title Policy to the Developer;

(e) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;

(f) Deliver the FIRPTA Certificate, if any, to Developer;

(g) Forward to both the Developer and the Agency a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into the Escrow, with such recording and filing date and information endorsed thereon; and

(h) Record documents requested by the Developer subsequent to the recordation of the Grant Deed, the CC&R's and the Memorandum of Agreement.

203. Review of Title. Within the time set forth in the Schedule of Performance, the Agency shall cause Lawyers Title, or another title company mutually agreeable to both parties (the "Title Company"), to deliver to Developer a standard CLTA preliminary title report (the "Report") with respect to the title to the Site, together with legible copies of the documents underlying the exceptions ("Exceptions") set forth in the Report. The Developer shall have the right to reasonably approve or disapprove the Exceptions.

Within the time set forth in the Schedule of Performance, the Developer shall give written notice to the Agency and the Escrow Agent of Developer's approval or disapproval of any of such Exceptions. Developer's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report and the Exceptions set forth therein. If the Developer notifies the Agency of its disapproval of any Exceptions in the Report, the Agency shall have the right, but not the obligation, to remove any disapproved Exceptions within fifteen (15) days after receiving written notice of Developer's disapproval or provide assurances reasonably satisfactory to the Developer that such Exception(s) will be removed on or before the Closing. If the Agency cannot or does not elect to remove any of the disapproved Exceptions within that period, the Agency shall provide written notice of such election to Developer within such fifteen (15) day period. The Developer shall then have ten (10) business days after the expiration of such ten (10) business day period to either give the Agency written notice that Developer elects to proceed with the purchase of the Site subject to the disapproved Exceptions or to give the Agency written notice that the Developer elects to terminate this Agreement. The Developer shall have the right to approve or disapprove any Exceptions reported by the Title Company after the Developer has approved the Report for the Site (which are not created by the Developer. The Agency shall not voluntarily create any new exceptions to title following the Date of this Agreement.

204. Title Insurance. Concurrently with recordation of the Grant Deed conveying title to the Site to the Developer, there shall be issued to the Developer a CLTA owner's policy of title insurance (the "Title Policy"), together with such endorsements as are reasonably requested by the Developer, issued by the Title Company insuring that the title to the Site is vested in Developer in the condition required by Section 203 of this Agreement. The Title Company shall provide the Agency with a copy of the Title Policy. The Title Policy shall be for the amount of the Purchase Price. The Agency shall pay that portion of the premium for the Title Policy equal to the cost of a CLTA standard coverage title policy in the amount of two Hundred and thirty three dollars (\$233,262.00). Any additional costs, including the cost of an ALTA policy or any endorsements requested by the Developer, shall be borne by the Developer.

205. Conditions of Closing. The Closing is conditioned upon the satisfaction of the following terms and conditions within the times designated below:

205.1 Agency's Conditions of Closing. Agency's obligation to proceed with the Closing of the conveyance of the Site is subject to the fulfillment or waiver by the Agency in writing of each and all of the conditions precedent (a) through (e), inclusive, described below ("Agency's Conditions Precedent"), which are solely for the benefit of the Agency, and which shall be fulfilled or waived in writing by the Agency by the time periods provided for herein:

(a) No Default. Prior to the Close of Escrow, the Developer is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of the Developer contained herein shall be true and correct in all material respects.

(b) Execution of Documents. The Developer shall have executed and delivered the CC&R's, the Memorandum of Agreement and any other documents required hereunder to which it is a party.

(c) Payment of Closing Costs. Developer has paid or submitted to Escrow all costs of Closing which are Developer's obligation in accordance with Section 202.1 hereof.

(d) Proof of Financing. Developer shall have provided the evidence of financing to the Agency in accordance with Section 312.1 hereof and the Agency's Executive Director or his designee has approved such proof of financing.

(e) Articles of Incorporation. Developer shall have submitted to the Agency its articles of incorporation and such other corporate documents reasonably requested by the Agency.

205.2 Developer's Conditions of Closing. Developer's obligation to accept conveyance of the Site is subject to the fulfillment or waiver by Developer in writing of each and all of the conditions precedent (a) through (e), inclusive, described below ("Developer's Conditions Precedent"), which are solely for the benefit of Developer, and which shall be fulfilled or waived in writing by the Developer by the time periods provided for herein:

(a) No Default. The Agency is not in default in any of its obligations under the terms of this Agreement and all representations and warranties of the Agency contained herein shall be true and correct and not misleading in all material respects.

(b) Execution of Documents. The Agency shall have executed and delivered the Grant Deed, the CC&R's, the Memorandum of Agreement and any other documents required hereunder to which it is a party.

(c) Payment of Closing Costs. Prior to the Close of Escrow, the Agency has paid or submitted into Escrow all costs of Closing which are Agency's obligation in accordance with Section 202.1 hereof.

(d) Review and Approval of Title. The Developer shall have reviewed and approved the Report, as provided in Section 203 hereof.

(e) Title Policy. The Title Company shall be prepared to issue the Title Policy to Developer in the form required under Section 204 of this Agreement.

(f) Developer's Environmental Contingency. This Agreement, or escrow created hereby, is additionally contingent upon the Developer receiving satisfactory evidence, in the form of an environmental assessment report, from a licensed contractor who is acceptable to the Developer in its sole and absolute discretion and who shall be hired by the Developer, showing that the Site is free from any Hazardous Materials in the soil or groundwater, or any other conditions which may affect the value of the Site. In the event the Developer is not able to obtain such an environmental assessment report, the Developer is entitled to conduct such further and other examination and testing as it or any other responsible governmental agency may require or request to determine the nature, source, scope, and extent of such Hazardous Materials, or it may cancel escrow. If a licensed contractor selected by the Developer determines that there are Hazardous Materials in, on or under the Site, including in the groundwater, then the Developer may elect to: cancel escrow; or (ii) purchase the Site at the price agreed to herein, Regardless of which option is selected by the Developer in the event Hazardous Materials are found in, on or under the Site, neither party waives or relinquishes any common law or statutory rights it or they may have against one another or third persons arising from or related to the cause or source of the Hazardous Materials, or for contribution or indemnity as a result of site evaluation, remediation and cleanup costs and liability.

206. Studies and Reports. Prior to the Closing, representatives of the Developer shall have the right of access to all portions of the Site owned by the Agency for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement. Any preliminary work undertaken on the Site by the Developer prior to the Closing shall be done at the sole expense of the Developer and the Developer shall defend, indemnify and hold the Agency harmless from any claims related to physical damage to property or injuries to persons and resulting from all preliminary work, access or use of the Site undertaken pursuant to this Section 206. Any preliminary work shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

207. Condition of the Site.

207.1 As-Is Condition. Notwithstanding any provisions of this Agreement to the contrary, the Site shall be conveyed in an "as is" condition, with no warranty, express or implied by the Agency, as to the condition of improvements on the Site, the soil, its geology, the presence of known or unknown faults or Hazardous Materials or toxic substances. It shall be the sole responsibility of the Developer at its expense to investigate and determine the soil and improvement conditions for the development to be constructed. If the soil environmental condition is not in all respects entirely suitable for the use or uses to which the Site will be put, then, subject to the Developer's right to terminate this Agreement as set forth in Section 205.2(f) hereof, it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the soil conditions of the Site in a condition entirely suitable for its development.

207.2 Agency Representation. To the best of Agency's knowledge, neither Agency nor any prior owner or occupant of the Property has engaged in or permitted any activity on the Property involving the handling, manufacture, treatment, storage, use, release, or disposal of any Hazardous Materials. To Agency's knowledge, removal or other remedial action with respect to Hazardous Materials in, on, under or about the Property is not required by any governmental authority having jurisdiction over the Property.

207.3 Investigation of Site. The Developer shall have the right, at its sole cost and expense, to engage its own environmental consultant (the “Environmental Consultant”) to make such investigations as Developer deems necessary, including any “Phase I” or “Phase 2” investigations of the Site. The Developer shall provide the Agency with a copy of any and all studies and reports provided to the Developer by the Environmental Consultant, or such other consultant engaged by the Developer; provided, however, same shall be delivered without representation or warranty of any kind.

207.4 Developer Precautions After Closing. Upon the Closing, the Developer shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials in, on or under the Site.

207.5 Required Disclosures After Closing. After the Closing, the Developer shall notify the Agency, and provide to the Agency a copy or copies, of all notices of violation, notices to comply, citations, inquiries, clean up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks. The Developer shall report to the Agency, as soon as possible after each incident, any known Hazardous Materials release or known circumstances which would potentially lead to such a release.

207.6 Developer Indemnity - Hazardous Materials. Upon the Closing, the Developer agrees to indemnify, defend and hold the Agency and the City, and their respective officers, employees, agents, representatives and volunteers, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys’ fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site, arising or occurring after the Closing Date or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. This indemnity shall not include any Claim directly resulting from, arising out of, or based solely upon the negligent or intentional acts or omissions of the Agency, or any of its officers, employees or agents.

208. Taxes and Assessments. Ad valorem taxes and assessments, if any, on the Site levied, assessed, or imposed for any period prior to the conveyance of title or delivery of possession thereto, shall be borne by the Agency. All such ad valorem taxes and assessments levied or imposed for any period after such conveyance of title or delivery of possession shall be paid by the Developer.

209 DEVELOPMENT OF THE SITE

209. Scope of Development.

209.1 Developer Improvements. The Developer shall develop the Developer Improvements upon the Site, in accordance with the Scope of Development and all entitlements and approvals for the Site and within the time periods set forth in the Schedule of Performance and the plans, drawings and documents submitted by Developer and approved by Agency as set forth herein. The Developer Improvements shall generally consist of professional office uses as more fully described in the Scope of Development to be completed by the Developer in its sole discretion.

210. Application and Inspection Process

211. Land Use Approvals. The Agency represents and warrants that the Site is appropriately zoned for the proposed use and is regulated by a specific plan that fosters integration of similar land-use programs, site designs, and architectural solutions. Use of sensitive construction materials is encouraged, which should be integrated with landscape treatments and/or staff recommendations. The City's current Master Environmental Document provides for full environmental clearance. Site plan review will be conducted at the Planning Commission level and all architectural reviews will be handled at staff level. To the extent any other approvals are required, Agency agrees to assist the Developer in obtaining such approvals. Developer shall, without limitation, apply for and secure all permits required by the City, the County of Kern and other governmental agencies with jurisdiction over the Developer Improvements.

212. Schedule of Performance. Developer shall submit the Construction Drawings, commence and complete all construction of the Developer Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefore in the Schedule of Performance. The Schedule of Performance is subject to revision from time-to-time as mutually agreed upon in writing by the Developer and the Agency's Executive Director and Agency's Executive Director is authorized to make such revisions as he deems reasonably necessary.

213. Cost of Construction. The Agency has constructed, at its expense, all off-site improvements required by the City in connection with the development of the Site as described in the Scope of Development. Except as otherwise expressly set forth herein, all of the cost of planning, utility connection directly to the site, designing, developing and constructing all of the Developer Improvements shall be borne solely by the Developer.

214. Insurance Requirements. The Developer shall take out and maintain or shall cause its contractor to take out and maintain until the issuance of the Release of Construction Covenants pursuant to Section 311 of this Agreement, a comprehensive general liability policy in the amount of Two Million Dollars (\$2,000,000.00) combined single limit policy, and a comprehensive automobile liability policy in the amount of Two Million Dollars (\$2,000,000.00), combined single limit, or such other policy limits as the Agency may approve at its discretion, including contractual liability, as shall protect the Developer, the City and the Agency from claims for such damages. Such policy or policies shall be written on an occurrence form. The Developer shall also furnish or cause to be furnished to the Agency evidence satisfactory to the Agency that the Developer and any contractor with whom it has contracted for the performance of work on the Site or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. The Developer shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a

form approved by the Agency setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and the Agency and their respective officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify the City and the Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Developer shall be primary insurance and not be contributing with any insurance maintained by the Agency or the City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and the Agency. The required certificate shall be furnished by the Developer prior to the commencement of construction of the Developer Improvements.

215. Developer's Indemnity. The Developer shall defend, indemnify, assume all responsibility for, and hold the Agency and the City, and their representatives, volunteers, officers, employees and agents, harmless from, all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which are legally caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement.

216. Rights of Access. Representatives of the Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Developer Improvements so long as Agency representatives comply with all safety rules.

217. Compliance With Laws. The Developer shall carry out the design and construction of the Developer Improvements in conformity with all applicable laws, including the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including, without limitation, the Americans With Disabilities Act, 42 U.S.C. Sections 12101, et seq., California Government Code Sections 4450, et seq., California Government Code Sections 11135, a seq., and the Unruh Civil Rights Act, California Civil Code Sections 51, et seq. and all applicable state labor standards and wage laws as set forth in Labor Code §§ 1720, et seq., to the extent applicable to the construction contemplated hereunder as to which the Agency makes no representations. Developer agrees to hold the City and the Agency harmless and to indemnify and defend the City and the Agency from any claims arising under the provisions of Labor Code §§ 1720, et seq., including, but not limited to, the provisions of Labor Code Section 1726 and 1781. Developer expressly waives any rights it may have under Labor Code Sections 1726 or 1782. It shall be the sole responsibility of the Developer to determine the applicability of such laws to the Developer Improvements. Developer agrees to hold harmless, indemnify and defend the Agency from any claim or liability in connection with the requirements of this section.

217.1 Nondiscrimination in Employment. The Developer certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding

companies, and all subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000, et seq., the Federal Equal Pay Act of 1963, 29 U.S.C. Section 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. Sections 621, et seq., the Immigration Reform and Control Act of 1986, 8 U.S.C. Sections 1324b, et seq., 42 U.S.C. Section 1981, the California Fair Employment and Housing Act, California Government Code Sections 12900, et seq., the California Equal Pay Law, California Labor Code Sections 1197.5, California Government Code Section 11135, the Americans with Disabilities Act, 42 U.S.C. Sections 12101, et seq., and all other anti-discrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended. The Developer shall allow representatives of the Agency access to its employment records related to this Agreement during regular business hours to verify compliance with these provisions when so requested by the Agency.

217.2 Taxes and Assessments. All taxes on the Site shall be prorated as of the Closing Date in accordance with the normal procedures applicable in Kern County. After the Closing, the Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. The Developer shall remove or have removed any levy or attachment made on any of the Site, or any part thereof, or assure the satisfaction thereof within a reasonable time.

218. Release of Construction Covenants. Promptly after completion of the Developer Improvements in conformity with this Agreement, the Agency shall furnish the Developer with a Release of Construction Covenants in the form of Attachment No. 7 hereto. The Agency shall not unreasonably withhold such Release of Construction Covenants. The Release of Construction Covenants shall be a conclusive determination of satisfactory completion of the Developer Improvements and the Release of Construction Covenants shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement except for those continuing covenants as set forth in Sections 400 and 500 of this Agreement. If the Agency refuses or fails to furnish the Release of Construction Covenants for the Site after written request from the Developer, the Agency shall, within thirty (30) working days of such written request, provide Developer with a written statement setting forth the reasons the Agency has refused or failed to furnish the Release of Construction Covenants for the Site. The statement shall also contain a list of the actions the Developer must take to obtain a Release of Construction Covenants.

Such Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof Such Release of Construction Covenants is not a notice of completion as referred to in the California Civil Code, Section 3093.

219. Financing of the Developer Improvements.

219.1 Construction Financing; Prior to the Close of Escrow, the Developer shall furnish information to the Agency demonstrating, to the Agency's satisfaction, that the Developer has the financial capability to acquire the Site and complete the Developer Improvements. Such evidence of financing shall include the following: (a) a copy of a legally binding, firm and enforceable loan commitment(s) obtained by the Developer from unrelated financial institutions for the mortgage loan or loans for financing to fund the construction and completion of the Developer Improvements, subject to such lenders' reasonable, customary and normal conditions and terms; or (b) a certification from the corporation comptroller of the Developer that Developer has sufficient funds for such construction, and that such funds have been committed to such construction.

219.2 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Rack for Development. Mortgages, deeds of trust and sales and leases-back are to be permitted before completion of the construction of the Developer Improvements with the Agency's prior written approval, which shall not be unreasonably withheld or delayed, but only for the purpose of securing loans of funds to be used for financing the construction of the Developer Improvements; permanent financing; and any other purposes necessary and appropriate in connection with development under this Agreement. The Developer shall notify the Agency in advance of any mortgage, deed of trust or sale and lease-back financing, if the Developer proposes to enter into the same before completion of the construction of the Developer Improvements. The words "mortgage" and "trust deed" as used hereinafter shall include sale and lease-back. The Developer shall not enter into any such conveyance for financing without the prior written approval of the Agency, which approval the Agency agrees to give if any such conveyance for financing is given to a responsible financial lending institution or person or entity ("Lender"). The Developer may enter into a conveyance for financing after the completion of the Developer Improvements as evidenced by the issuance of the Release of Construction Covenants as set forth in Section 311 hereof without the approval of the Agency.

219.3 Holder Not Obligated to Construct Improvements. The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Developer Improvements or any portion thereof, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

219.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any mortgage or deed of trust granted by the Developer as provided herein, whenever the Agency delivers any Default Notice or demand to the Developer with respect to any breach or default by the Developer in completion of construction of the Developer's Improvements, the Agency shall deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand if the Developer fails to cure the Default within the time set forth in Section 501 hereof Each such holder shall (insofar as the rights granted by the Agency are concerned) have the right, at its option, within thirty (30) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder

to undertake or continue the construction or completion of the Developer Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the Agency by written agreement reasonably satisfactory to the Agency. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 311 of this Agreement, to a Release of Construction Covenants. It is understood that a holder shall be deemed to have satisfied the thirty (30) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Site (or portion thereof) if and to the extent any such holder has within such thirty (30) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

219.5 Failure of Holder to Complete Improvements. In any case where, thirty (30) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site or any part thereof receives a notice from the Agency of a default by the Developer in completion of construction of any of the Developer's Improvements under this Agreement, and such holder has not exercised the option to construct as set forth in Section 312.4, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the Agency may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership of the Site or any part thereof has vested in the holder, the Agency, if it so desires, shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (b) All expenses with respect to foreclosure including reasonable attorneys' fees;
- (c) The net expense, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Site or part thereof;
- (d) The costs of any improvements made by such holder;
- (e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency; and
- (f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Developer.

219.6 Right of the Agency to Cure Mortgage or Deed of Trust Default. In the event of a mortgage or deed of trust default or breach by the Developer prior to the completion of the construction of any of the Developer's Improvements or any part thereof. Developer shall immediately deliver to Agency a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the Agency shall have the

right but no obligation to cure the default. In such event, the Agency shall be entitled to reimbursement from the Developer of all proper costs and expenses incurred by the Agency in curing such default. The Agency shall also be entitled to a lien upon the Development Property to the extent of such costs and disbursements. Any such lien shall be junior and subordinate to the mortgages or deeds of trust pursuant to this Section 312.

300. COVENANTS AND RESTRICTIONS

301. Covenant to Use Site In Accordance with Redevelopment Plan. Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof that the Developer and such successors and assignees, shall devote the Site only to those uses specified or permitted in the Redevelopment Plan and this Agreement for the periods of time specified therein. A copy of the Redevelopment Plan has been previously delivered to Developer.

302. Maintenance Covenants. Developer covenants and agrees for itself, its successors and assigns and any successor in interest to the Site or part thereof to maintain the Site and all improvements thereon in compliance with the terms of the Redevelopment Plan and with all applicable provisions of the City of Ridgecrest Municipal Code, including participation in a 1972 Lighting and Landscaping Maintenance District currently under formation.

303. Nondiscrimination Covenant. Developer covenants and agrees for itself; its successors, assigns that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall Developer itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenant shall run with the land.

Developer shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) *In deeds:* “The grantee herein covenants by and for himself or herself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.”

(b) *In leases:* “The lessee herein covenants by and for himself or herself, his heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.”

(c) In contracts relating to the sale, transfer or leasing of the Site or any interest therein: “There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises.”

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site, together with any property acquired by Developer pursuant to this Agreement, or any part thereof

304. Effect of Violation of the Terms and Provisions of this Agreement. The Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether the Agency has been, remains or is an owner of any land or interest therein in the Site. The Agency shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. The covenants contained in this Agreement shall remain in effect for the term of the Redevelopment Plan that is until November 19, 2026; provided however, that notwithstanding the foregoing, the use covenant set forth in Section 502 hereof shall remain in effect for the period of time set forth therein and the covenants against discrimination, as set forth in Section 504 hereof, shall remain in effect in perpetuity.

400. DEFAULTS AND REMEDIES

401. Default Remedies. Subject to the extensions of time set forth in Section 702 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a “Default” under this Agreement. A party claiming a Default (the “Claimant”) shall give written notice to the other party specifying the alleged grounds for the Default (the “Default Notice”). Except as otherwise expressly provided in this Agreement, the Claimant shall not institute any proceeding against any other party and the other party shall not be in Default if such party within

forty-five (45) days from receipt of the notice required by this Section 501 immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

402. Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kern, State of California, in an appropriate municipal court in that county, or in the United States District Court for the Eastern District of California.

403. Termination by Developer. Prior to the Conveyance of the Site to the Developer, in the event of any other Default of the Agency, which is not cured within the time set forth in Section 501 hereof, and provided that the Developer is not in Default of this Agreement, this Agreement may, at the option of the Developer, be terminated by Notice thereof to the Agency. From the date of the Notice of termination of this Agreement by the Developer to the Agency and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties.

404. Termination by Agency. Prior to the Conveyance of the Site to the Developer, in the event of any other Default of the Developer, which is not cured within the time set forth in Section 501 hereof, and provided that the Agency is not in Default of this Agreement, this Agreement may, at the option of the Agency, be terminated by Notice thereof to the Developer. From the date of the Notice of termination of this Agreement by the Agency to the Developer and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties.

405. Acceptance of Service of Process. In the event that any legal action is commenced by the Developer against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director of the Agency or in such other manner as may be provided by law. In the event that any legal action is commenced by the Agency against the Developer, service of process on the Developer shall be made in such manner as may be provided by law.

406. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

407. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

408. Applicable Law. The laws of the State shall govern the interpretation and enforcement of this Agreement.

500. GENERAL PROVISIONS

501. Notices, Demands and Communications Between the Parties. Any approval, disapproval, demand, document or other notice (“Notice”) required or permitted under this Agreement must be in writing and shall be sufficiently given if delivered by hand (and a receipt therefor is obtained or is refused to be given) or dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by telecopy or overnight delivery service to:

To Agency: Ridgecrest Redevelopment Agency
100 W. California Avenue
Ridgecrest, CA 93555
Attention: Executive Director
Michael Avery

To Developer: Daniel Tacheri, MD

P O Box 16297

Beverly Hills, CA 90209

Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 801.

502. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: litigation challenging the validity of this transaction or any element thereof or the right of either party to engage in the acts and transactions contemplated by this Agreement; inability to secure necessary labor materials or tools; or withdrawal of financing not caused by any act or omission of the Developer; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; unusually severe weather; acts or omissions of the other party; acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of the Agency which shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within forty-five (45) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Agency and the Developer. Notwithstanding any provision of this Agreement to the contrary, the lack of funding to complete the Developer Improvements shall not constitute grounds of enforced delay pursuant to this Section 602.

503. Non-Liability of Officials and Employees of Agency and Developer. No member, official or employee of the Agency or the City shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the Agency or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

504. Relationship Between Agency and Developer. It is hereby acknowledged that the relationship between the Agency and the Developer is not that of a partnership or joint venture and that the Agency and the Developer shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the Agency shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Site. Developer agrees to indemnify, hold harmless and defend the Agency from any claim made against the Agency arising from a claimed relationship of partnership or joint venture between the Agency and the Developer with respect to the development, operation, maintenance or management of the Site.

505. Agency Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by the Agency, the Executive Director of Agency or his designee is authorized to act on behalf of Agency unless specifically provided otherwise or the context should require otherwise.

506. Commencement of Agency Review Period. The time periods set forth herein for the Agency's approval of agreements, plans, drawings, or other information submitted to the Agency by the Developer and for any other Agency consideration and approval hereunder which is contingent upon documentation required to be submitted by the Developer shall only apply and commence upon the Developer's complete submittal of all the required information. In no event shall an incomplete submittal by the Developer trigger any of the Agency's obligations of review and/or approval hereunder; provided, however, that the Agency shall notify the Developer of an incomplete submittal as soon as is practicable and in no event later than the applicable time set forth for the Agency's action on the particular item in question.

507. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in four (4) originals, each of which is deemed to be an original.

508. Integration. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes pages 1 through 26 and Attachment Nos. 1 through 8, which constitute the entire understanding and agreement of the parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

509. Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation,

litigation costs and reasonable attorneys' fees. Costs recoverable for enforcement of any judgment shall be deemed to include reasonable attorneys' fees.

510. Real Estate Brokerage Commission. Developer and Agency warrant that they have not dealt with any other broker in connection with this transaction, and each party, as to its own actions, agrees to indemnify and defend the other from all persons claiming fees or compensation in connection with this transaction.

511. Project Sign. Developer agrees to construct, erect, and maintain upon the Site during construction and until the issuance of a the Release of Construction Covenants pursuant to Section 311 of this Agreement, a project sign which identifies the development as an Agency assisted activity.

512. Ceremonies. To insure proper protocol and recognition of Agency Board members the Developer shall cooperate with Agency staff in the organization of any project-related ground breakings, grand openings or any other such inaugural events/ceremonies sponsored by the Developer celebrating the development which is the subject of this Agreement. At least two weeks prior to any such event, the Developer shall provide Agency staff with a completed Event Information Form to be supplied by the Agency upon the Developer's request.

513. Administration. This Agreement shall be administered and executed by the Agency's Executive Director, or his designated representative, following approval of this Agreement by the Agency. The Agency shall maintain authority of this Agreement through the Executive Director (or his authorized representative). The Executive Director shall have the authority to issue interpretations, waive provisions and enter into amendments of this Agreement on behalf of the Agency so long as such actions do not substantially change the uses or development permitted on the Site, or add to the costs to the Agency as specified herein as agreed to by the Agency Board, and such amendments may include extensions of time specified in the Schedule of Performance. All other waivers or amendments shall require the written consent of the Agency Board,

514. Amendments of Agreement. The Developer and the Agency agree to mutually consider reasonable requests for amendments to this Agreement. The Developer shall be responsible for the costs incurred by the Agency, including without limitation attorneys' fees (the "Developer Costs"), in connection with any amendments to this Agreement which are requested by the Developer (the "Developer Request"). The Developer shall be responsible for payment of the Developer Costs as provided in this Section 614 regardless of the outcome of the Developer Request.

515. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

516. Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

517. No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

518. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

519. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

520. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens) and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

521. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

522. Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and the Developer of each and every obligation and condition of this Agreement.

523. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

524. Conflicts of Interest. No member, official or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

525. Time for Acceptance of Agreement by Agency. This Agreement, when executed by Developer and delivered to Agency, must be authorized, executed and delivered by Agency on or before twenty five (25) days after signing and delivery of this Agreement by Developer or this Agreement shall be void, except to the extent that Developer shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Agency and the Developer have signed this Agreement on the respective dates set forth below’.

AGENCY:

RIDGECREST REDEVELOPMENT AGENCY, a public body, corporate and politic

Dated: _____, 2009

By: _____

Michael Avery, Executive Director

ATTEST:

Rita Gable, Secretary

DEVELOPER:

Daniel Taheri , MD
Khaneh Holdings, LLC

By: **Daniel Taheri , MD**

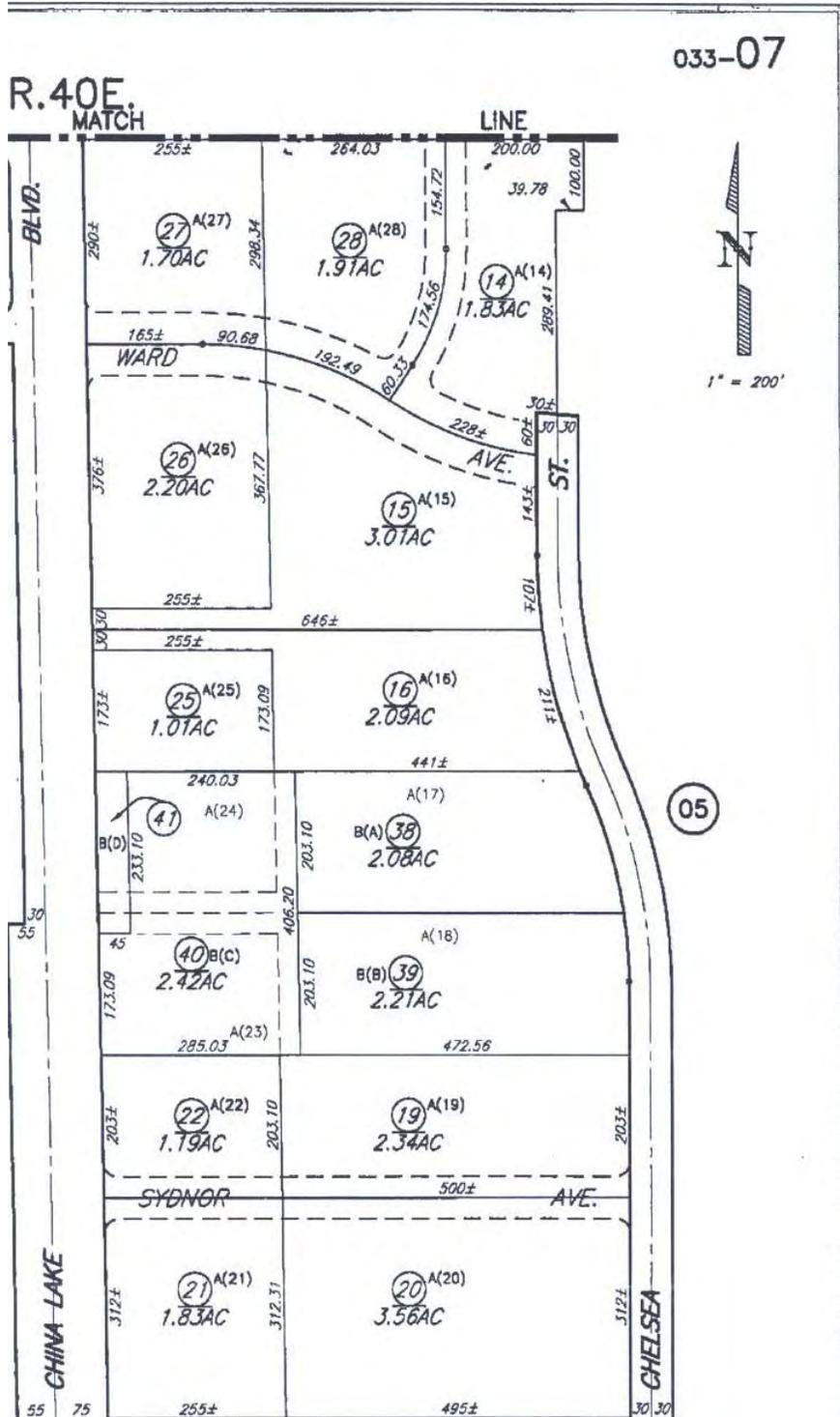
Dated: _____, 2009

By: _____

Daniel Taheri , MD

ATTACHMENT NO. 1

SITE MAP



ATTACHMENT NO. 2
LEGAL DESCRIPTION

Lot 25 of PARCEL MAP 10819,

AS SHOWN ON A MAP RECORDED IN BOOK 52, PAGE 130 OF

MISCELLANEOUS MAPS, RECORDS OF KERN COUNTY, CALIFORNIA.
RIDGECREST, CALIFORNIA

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

1. Agency Provides Documentation of Exceptions to Title. Agency shall provide the Developer with the Report and legible copies of the documents underlying the Exceptions set forth in the Report. Agency will order report within two (2) working days of the execution of this Agreement by Agency and City Council and will deliver a copy thereof upon receipt.
2. Developer Approval/Disapproval of Exceptions. Developer shall provide Agency with written notification of Developer's approval or disapproval of the Exception(s) set forth in the Report. Within thirty (30) days after Developer's receipt of legible copies of the documents underlying the Exceptions referred to in the preceding Section 1.
3. Agency Removes Disapproved Exceptions. If Developer provides Agency with written notification of Developer's disapproval of Exception(s) set forth in the Report, Agency may cause such disapproved Exception(s) to be removed or provide measurable assurance that such Exception(s) will be removed on or before the Closing. Within thirty (30) days after receiving written notice of Developer's disapproval.
4. Developer Election to Proceed or Terminate. Developer may elect to terminate this Agreement on or prior to the end of the Due Diligence Period as provided in Section 202.5 Not later than 90 days from the date of this Agreement.
5. Opening of Escrow. The parties shall open escrow with the Escrow Agent. Within the ten (10) business days of the execution by Agency of this Agreement.
6. Close of Escrow. The Escrow for the conveyance of the Disposition Site to the Developer shall close. Within thirty (30) days of the parties' satisfaction of all of Agency's and the Developer's conditions precedent but in no event later than the Outside Date unless extended pursuant to Section 202.4
7. Submittal of Construction Drawings. The Developer shall submit Construction Drawings for consideration by the Agency and the City. Submitted serially as soon as practical after approval of this Agreement.

- | | |
|---|--|
| 8. <u>Consideration of Construction Drawings by the Agency.</u> The City shall consider and approve or disapprove the Construction Drawings submitted by the Developer. | Within thirty (30) business days of the Developer's submittal of the Construction Drawings. |
| 9. <u>Start of Construction.</u> The Developer shall start grading and construction of Developer . Improvements on the Site | On or before 180 days following Developer's obtaining all requisite permits and approvals but in any event not beyond 24 months from the Date of this Agreement. |
| 10. <u>Submittal of Certificates of Insurance.</u> Developer shall furnish all Certificates of Insurance as required pursuant to Section 307 of the Agreement. | Prior to commencement of construction of Developer Improvements. |
| <u>Completion of Construction of Developer .</u> Improvements. Subject to the provisions of Section 602 of this Agreement, the Developer shall complete the Developer Improvements. | Within sixteen months from the start of construction pursuant to paragraph 9 |

It is understood that the foregoing Schedule of Performance is subject to all terms and conditions set forth of this Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any inconsistency between this Schedule of Performance and the text of this Agreement, the text shall govern.

The time periods set forth herein for the City's approval of plans and drawings, and other submittals, submitted to the City by the Developer shall only apply and commence upon the Developer's complete submittal of all the required information. In no event shall an incomplete submittal by the Developer trigger any of the City's obligations of review and/or approval hereunder; provided, however, that the City shall notify the Developer of an incomplete submittal as soon as is practicable and in no event later than the applicable time set forth for the Agency's action on the particular item in question.

ATTACHMENT NO. 4

SCOPE OF DEVELOPMENT

I. DEVELOPMENT STANDARDS OVERVIEW

The Improvements to be constructed on the Site shall be of high architectural quality, shall be well landscaped, and shall be effectively and aesthetically designed consistent with a concrete tilt-up, masonry building or such other material as may be approved by the City. The Developer's plans, drawings, and proposals submitted to the City for approval shall describe in reasonable detail the architectural character intended for the Improvements. The total development shall be in conformance with the Redevelopment Plan for the Ridgecrest Redevelopment Project and the recorded Covenants Conditions and Restriction (CC&R's)

II. DEVELOPER IMPROVEMENTS

The Developer shall develop at Developer's expense a Professional office building. The Developer shall be responsible for the design and construction of the Site. The facility shall be developed in accordance with the Developer's plans, drawings and proposals submitted to and as approved by the Agency and the City. Additionally, the Developer shall cause to have paved an off-site easement connecting lots 25 and 26 of parcel map10819 as well as comply with any conditions of approval for on-site and offsite development improvements, which may be prescribed under any discretionary permits required for approval of the Developer's proposal. The facility shall be developed in accordance with development standards of the City of Ridgecrest.

III AGENCY IMPROVEMENTS

The Agency shall be responsible for providing sewer to the site.

ATTACHMENT NO. 5

GRANT DEED

RECORDING REQUESTED BY)
 AND WHEN RECORDED MAIL TO:)
 RIDGECREST REDEVELOPMENT AGENCY)
 100 W. California Avenue)
 Ridgecrest, California 93555)
 Attn: Executive Director)

This document is exempt from payment of a recording fee pursuant to government Code Section 6103.

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

526. The RIDGECREST REDEVELOPMENT AGENCY, a public body, corporate and politic (the “Grantor”), acting to carry out the Redevelopment Plan (the “Redevelopment Plan”) for the Ridgecrest Redevelopment Project Area (the “Project”), under the Community Redevelopment Law of California, hereby grants to Daniel Taheri MD, Khaneh Holdings, LLC

, (the “Grantee”), the real property hereinafter referred to as the “Site,” described in Exhibit A attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record described there.

1. Grantor excepts and reserves from the conveyance herein described all interest of Grantor in oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred (500) feet below’ the surface, together with the right to drill into, through and to use and occupy all parts of The Site lying more than five hundred (500) feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said Site or other lands, but without, however, any right to use either the surface of the Site or any portion thereof within five hundred (500) feet of the surface for any purpose or purposes whatsoever, or to use the Site in such a manner as to create a disturbance to the use or enjoyment of the Site.

2. The Site is conveyed in accordance with and subject to the Redevelopment Plan which was approved and adopted by the City Council of the City of Ridgecrest on November 19, 1986 by Ordinance No. 86-37, and the Disposition and Development Agreement entered into between Grantor and Grantee dated _____ (the “DDA”), a copy of which is on file with Grantor at its offices as a public record and which is incorporated herein by reference. All terms used herein shall have the same meaning as those used in the DDA.

3. Grantor has the right, at its election, to reenter and take possession of the Site, with all improvements thereon, and terminate and revest in Grantor the estate conveyed to Grantee if after the Closing but prior to the issuance of the Release of Construction Covenants, Grantee (or its successors in interest) shall:

a. Subject to the provisions of Section 602 of the DDA, fail to start the construction of the Developer Improvements as required by the DDA for a period of thirty (30) days after written notice thereof from Agency; or

b. Subject to the provisions of Section 602 of the DDA, abandon or substantially suspend construction of the Developer Improvements required by the DDA for a period of thirty (30) days after written notice thereof from Agency; or

c. Contrary to the provisions of Section 103 of the DDA transfer or suffer any involuntary transfer of the Site or any part thereof in violation of the DDA.

Such right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

1. Any mortgage or deed of trust permitted by this Agreement; or
2. Any rights or interests provided in this Agreement for the protection of the holders of such mortgages or deeds of trust.

Upon the revesting in Grantor of title to The Site as provided in this Section 3, Grantor shall, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Site as soon and in such manner as Grantor shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan, as it exists or may be amended, to a qualified and responsible party or parties (as determined by Grantor) who will assume the obligation of making or completing the Improvements, or such improvements in their stead as shall be satisfactory to Grantor and in accordance with the uses specified for The Site or part thereof in the Redevelopment Plan, Upon such resale of the Site, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Site which is permitted by this Agreement, shall be applied:

i. First, to reimburse Grantor, on its own behalf or on behalf of the City, all costs and expenses reasonably incurred by Grantor, excluding City and Agency staff costs, but specifically, including, but not limited to, any expenditures by Grantor or the City in connection with the recapture, management and resale of The Site or part thereof (but less any income derived by Grantor from The Site or part thereof in connection with such management); all taxes, assessments and water or sewer charges with respect to The Site or part thereof which Grantee has not paid (or, in the event that The Site is exempt from taxation or assessment of such charges during the period of ownership thereof by Grantor, an amount, if paid, equal to such taxes, assessments or charges as would have been payable if The Site were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on The Site or part thereof at the time of revesting of title thereto in Grantor, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on The Site, or part thereof; and any amounts otherwise owing Grantor, and in the event additional proceeds are thereafter available, then

ii. Second, to reimburse Grantee, its successor or transferee, up to the amount equal to the sum of (a) the costs incurred for the acquisition and development of The Site and for the improvements existing on The Site at the time of the reentry and possession, less (b) any gains or income withdrawn or made by Grantee from The Site or the improvements thereon.

Any balance remaining after such reimbursements shall be retained by Grantor as its property. The rights established in this Section 3 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that Grantor will have conveyed The Site to Grantee for redevelopment purposes, particularly for development of a distribution center and appurtenant uses, and not for speculation in undeveloped land.

It is expressly understood that the rights of the Agency under this paragraph 3 shall cease and be of no further force and effect upon the issuance of the Release of Construction covenants in accordance with the provisions of Section 311 of the DDA.

GRANTOR:

RIDGECREST REDEVELOPMENT AGENCY, a public body corporate and politic

Dated: _____, 2009

By: _____
Mikeal Avery, Executive Director

ATTEST:

Rita Gable, Secretary

GRANTEE:

Daniel Taheri MD, Khaneh Holdings, LLC

Dated: _____, 2009

By: _____
Daniel Taheri MD

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

Lot 25 of PARCEL MAP 10819,

AS SHOWN ON A MAP RECORDED IN BOOK 52, PAGE 130 OF

MISCELLANEOUS MAPS, RECORDS OF KERN COUNTY, CALIFORNIA.
RIDGECREST, CALIFORNIA

Exhibit "A" to
Attachment No. 5

**ATTACHMENT NO. 6
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
RIDGECREST REDEVELOPMENT AGENCY)
100W. California Avenue)
Ridgecrest, California 93555)
Attn: Executive Director)

This document is exempt from payment of a recording fee pursuant to go eminent Code Section 6103.

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this “Declaration”) is entered into this _____ by and between the RIDGECREST REDEVELOPMENT AGENCY, a public body, corporate and politic (the “Agency”)and CNM HOLDINGS I LTD., a Texas limited partnership (the “Developer”), with reference to the following facts:

A. The Agency and the Developer have entered into that certain Disposition and Development Agreement dated _____ (the “DDA”) which provides for the conveyance by the Agency to the Developer of that certain real property which is legally described in Exhibit “A” which is attached hereto and incorporated herein by this reference (the “Site”) and the development, use and operation of improvements upon The Site. The DDA is available for public inspection at the Agency’s offices located at 100 W. California Avenue, Ridgecrest, California 93555. Capitalized terms utilized in this Declaration and not otherwise defined shall have the same meaning as set forth in Section 101 of the DDA.

B. The Site is within the Ridgecrest Redevelopment Project in the City of Ridgecrest and is subject to the provisions of the Redevelopment Plan for the Ridgecrest Redevelopment Project which was approved and adopted by the City Council of the City of Ridgecrest on November 19, 1986, by Ordinance No. 86-37 as amended.

C. Developer has agreed with Agency to execute and record this Declaration in order to bind itself and future owners of The Site to certain obligations regarding the ongoing use, operation and maintenance of the Site and certain other covenants, all as more particularly set forth herein.

D. The enforcement of the covenants and requirements set forth herein will ensure the proper implementation of the Redevelopment Plan and will, therefore, benefit the Developer, the City of Ridgecrest, the Agency, and the properties located within the Ridgecrest Redevelopment Project.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer on behalf of itself and its successors, assigns and each successor in interest to the Site or any part thereof; hereby covenants and agrees as follows:

1. Use Covenants. The Site shall be occupied and used only for those uses specified or permitted in the Redevelopment Plan and the DDA.

2. Maintenance Covenant. To maintain The Site and all improvements thereon in compliance with the terms of the Redevelopment Plan and with all applicable provisions of the City of Ridgecrest Municipal Code

3. Nondiscrimination Covenant. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of The Site, nor shall Developer itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenant shall run with the land.

Developer shall refrain from restricting the rental, sale or lease of The Site on the basis of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: “The grantee herein covenants by and for himself or herself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.”

(b) In leases: “The lessee herein covenants by and for himself or herself, his heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or

practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.”

(c) In contracts: In contracts relating to the sale, transfer or leasing of the Site or any interest therein: “There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, handicap, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises,”

4. Term. The covenants contained herein and in the Agreement shall remain in effect for the term of the Redevelopment Plan, that is until November 19, 2026 except for (i) the operating covenant set forth in paragraph 2 of this Declaration which shall remain in effect for a period of three (3) years commencing upon the issuance of the Release of Construction Covenants, and (ii) the nondiscrimination covenant set forth in paragraph 3 of this Declaration which shall remain in effect in perpetuity.

5. Covenants Run with the Land. The covenants and agreements established in this Declaration shall, without regard to technical classification or designation, be binding on the Developer, its successors and assigns and any successor in interest to The Site, or any part thereof, for the benefit of and in favor of the Agency, its successors and assigns, and the City.

6. Remedies. The Agency in an event of any breach of any of the covenants contained herein shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of the breach.

7. Severability. If any term, provision, condition or covenant of this Declaration or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Declaration, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

8. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Declaration.

9. Modification. The Agency, its successors and assigns, and the Developer and its successors and assigns in and to all or any part of the fee title to The Site shall have the right with the mutual consent of the Agency to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants herein without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in The Site. However, the Agency and the Developer are obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Declaration. The covenants contained in this Declaration, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside the Redevelopment Project, or any person or entity having any interest in any other such realty.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date and year first written above.

AGENCY:

RIDGECREST REDEVELOPMENT AGENCY, a public body corporate and politic

Dated: _____, 2009

By: _____
Michael Avery, Executive Director

ATTEST:

Rita Gable, Secretary

DEVELOPER:

Daniel Taheri MD, Khaneh Holdings, LLC

Dated: _____, 2009

By: _____
Daniel Taheri MD

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 25 of PARCEL MAP 10819,

AS SHOWN ON A MAP RECORDED IN BOOK 52, PAGE 130 OF

MISCELLANEOUS MAPS, RECORDS OF KERN COUNTY, CALIFORNIA.
RIDGECREST, CALIFORNIA

Exhibit "A" to
Attachment No. 6

ATTACHMENT NO. 7

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)

Daniel Taheri MD, Khaneh Holdings, LLC

_____)
)
)
Attention: Daniel Taheri M.D.)
)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

RELEASE OF CONSTRUCTION COVENANTS

THIS RELEASE OF CONSTRUCTION COVENANTS (the "Release") is made by the RIDGECREST REDEVELOPMENT AGENCY, a public body corporate and politic (the "Agency"), in favor of Daniel Taheri MD, Khaneh Holdings, LLC, (the "Developer"), as of the date set forth below.

RECITALS

A. The Agency and the Developer have entered into that certain Disposition and Development Agreement (the "DDA") dated _____ concerning the redevelopment of certain real property situated in the City of Ridgecrest, California as more fully described in Exhibit "A" attached hereto and made a part hereof All capitalized terms utilized herein and not otherwise defined shall have the same meaning as set forth in the DDA.

B. As referenced in Section 312 of the DDA, the Agency is required to furnish the Developer or its successors with a Release of Construction Covenants upon completion of construction of the Developer Improvements which Release is required to be in such form as to permit it to be recorded in the Recorder's Office of Kern County. This Release is conclusive determination of satisfactory completion of the construction and development required by the DDA.

C. The Agency has conclusively determined that such construction and development has been satisfactorily completed.

NOW, THEREFORE, the Agency hereby certifies as follows:

1. The Developer Improvements to be constructed by the Developer have been fully and satisfactorily completed in conformance with the DDA. All covenants relating to operating requirements, and use, maintenance and nondiscrimination covenants contained in the DDA shall remain in effect and enforceable according to their terms.

2. Nothing contained in this instrument shall modify in any other way any other provisions of the DDA.

IN WITNESS WHEREOF, the Agency has executed this Release this ____ day of _____, 2009.

RIDGECREST REDEVELOPMENT AGENCY, a
public body corporate and politic

By: _____
Michael Avery, Executive Director

ATTEST:

Rita Gable, Secretary

EXHIBIT "A"

SITE LEGAL DESCRIPTION

Lot 25 of PARCEL MAP 10819,

AS SHOWN ON A MAP RECORDED IN BOOK 52, PAGE 130 OF

MISCELLANEOUS MAPS, RECORDS OF KERN COUNTY, CALIFORNIA.
RIDGECREST, CALIFORNIA

Exhibit "A" to
Attachment No. 7

4

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

A resolution of the City Council opposing proposals by the State to borrow and/or take additional local funding potentially resulting in the need to declare a local fiscal emergency for the City

PRESENTED BY:

Michael Avery, City Manager

SUMMARY: It is recommended that the Council adopt a resolution opposing proposals by the State to borrow and/or take local funding, which could potentially result in a local fiscal emergency.

The Governor's office has informed local government representatives of a proposal under consideration to borrow local property tax revenues under the provisions of Proposition 1A of 2004 if the May 19th Propositions 1A through 1E fail. Representatives of the League of California Cities have requested cities to draft and propose a resolution to express to the State its strong opposition to this proposal, as well as to help educate the community as to the seriousness of this situation.

The City has just published the Preliminary Draft Budget which projects a deficit in FY2010 of over \$700,000. Additional impacts to the City of the magnitude proposed by the State would have a substantial detriment to the financial condition of the City and the ability to fund critical services. Similar impacts will be experienced by other jurisdictions throughout the State, some much more severely than that of Ridgecrest. While the State would be required to repay the funds to the City within a three-year period under the provisions of Proposition 1A, many feel uncertain regarding their ability to do so given their financial insolvency. Meanwhile, additional debt will only serve to worsen the State's financial crisis.

Adoption of the resolution will help educate both the State and members of the community as to the seriousness of this proposal. It attempts to proactively address the proposal as quickly as possible to discourage the State from taking further efforts in this direction. Furthermore, by adopting the resolution, it will assist and encourage other cities to take similar steps.

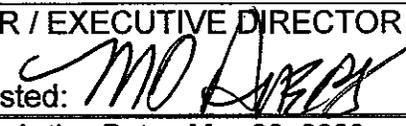
FISCAL IMPACT: Initial estimates are that the borrowing plan proposed by the State could reduce City revenues for FY 2009-2010 by over \$215,000

Reviewed by Interim Administrative Services Director

ACTION REQUESTED:

Approval of the attached resolution.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: 

Submitted by: Action Date: May 20, 2009
(Rev. 2-14-07)

RESOLUTION NO. 09-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST OPPOSING PROPOSALS BY THE STATE TO BORROW AND/OR TAKE ADDITIONAL LOCAL FUNDING POTENTIALLY RESULTING IN THE NEED TO DECLARE A LOCAL FISCAL EMERGENCY FOR THE CITY

WHEREAS, The Governor's office has informed local government representatives of a proposal under consideration by the State of California to borrow local property tax revenues to address State budget deficits if voters do not approve Proposition 1A through 1E at the May 19, 2009 Statewide Special Election; and

WHEREAS, voters of California approved Proposition 1A in 2004 by an 84% margin, which sent a clear message to the Governor and State Legislature to stop the irresponsible, damaging, and unfair practice of taking local government funds to finance the State budget; and

WHEREAS, Proposition 1A prohibits the State Legislature from reducing the share of property tax revenues going to the cities, county and special districts in any county and shifting those revenues to the schools or any other non-local government function, but allows borrowing of not more than 8% of the total amount of ad-valorem property tax revenues for a three year period; and

WHEREAS, the State Department of Finance has estimated this amount to equal \$2.006 billion; and

WHEREAS, it would be irresponsible to "borrow" such funds because it would deepen the State's structural deficit and cripple local government and transportation services, a position previously expressed by the Governor; and

WHEREAS, as a result of the current economic recession the City Council of the City of Ridgecrest has recently received a preliminary draft budget projecting a projected budget shortfall of more than \$700,000, that will significantly impact the City's ability to provide public safety, infrastructure maintenance and other critical services to the community; and

WHEREAS, any further diversion of property, sales and other local government tax revenues under Proposition 1A loan provisions will further impact the ability of the City, as well as other local agencies throughout California, to fund Police, Fire, and other critical services, and therefore will significantly impact the health, safety and welfare of our citizens; and

WHEREAS, any such further diversion of local tax revenues has the potential to cause the City of Ridgecrest and other cities and agencies throughout California to face unprecedented levels of financial hardship and possibly even insolvency, given the amount of budget reductions that the City and other agencies have already had to approve in order to respond to the impacts of the economic recession on existing revenues;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Ridgecrest hereby opposes any and all efforts by State government to “borrow” or seize local tax funds to finance State operations. Such a move would be fiscally irresponsible for the State, would threaten to create a state of local fiscal emergency for cities and other agencies throughout California, and would strongly impact the ability to provide adequate public safety, infrastructure maintenance, and other critical services.

APPROVED AND ADOPTED this 20th day of May 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven P. Morgan, Mayor

ATTEST

Rita Gable
City Clerk



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

TO: City Officials
FROM: Chris McKenzie, Executive Director
RE: Sample Resolution Declaring Severe Fiscal Hardship
DATE: Friday, May 08, 2009

Background. On May 5 the Department of Finance announced it had proposed to the Governor that the state “borrow” over \$2 billion in local property taxes from cities, counties and special districts to balance the state budget, causing deeper cuts in local public safety and other vital service. In order to start that process, the Governor would have to issue a proclamation declaring the existence of a “severe fiscal hardship.” The legislature would then have to implement the “borrowing” program by passing urgency legislation (2/3 vote) which identifies how the “loan” will be repaid with interest.

Resolution. The League has developed the attached **Resolution Finding A Severe Fiscal Hardship Will Exist** if this proposed state property tax raid is added to the pressures of the ongoing property tax losses and the serious revenue losses due to the economic recession. The resolution in effect states that the idea of the state taking property tax funds from already stressed city budgets is ludicrous and irresponsible. It helps demonstrate that part of the reason cities are cutting there budgets today, in fact, is because of past and continuing property tax raids. If possible, we urge that a staff report be prepared with information on property tax losses (see below) and budget cuts the city has made and is facing.

Cumulative Property Tax Losses. The attached resolution cites the cumulative property tax losses of cities statewide since the state began taking these funds in the early 1990s—which is \$8.6 billion statewide even after deducting payments cities receive from the Prop. 172 public safety sales tax the state COPS grant program. If you want to see your individual city total, see: <http://www.californiacityfinance.com/ERAFbyCity08.pdf>. Please use the figure in the last column on the right if you want to insert the amount your city has lost to these state raids.

Where to Send Copies. The draft resolution directs the city clerk to send copies to your legislators, the Governor, and the League. We would appreciate you faxing copies to both your League Regional Public Affairs Manager and the League’s Sacramento Office (Fax 916-658-8240).

Note. The last WHEREAS clause was included on the advice of bond counsel to avoid any implication that the city would not honor any of its bond or other contractual obligations.

Questions. If you have any questions or need any information please contact your League Regional Public Affairs Manager.

5

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

City Council in support of the Desert Mountain Division Request to League of California Cities (LOCC) for formation of a Policy Committee for Recreation and Tourism and to establish a Policy Position Statement for the preservation of the States Recreation and Tourism Industry.

PRESENTED BY:

Mayor Morgan

SUMMARY:

Desert Mountain Division of cities and other divisions are requesting the League of California Cities take steps to protect the accessibility of public use and local control of access to recreational land and tourist regions such as beaches, wilderness areas, and tourism centers by forming a Policy Committee for Recreation and Tourism and establishing a Policy Position Statement for preservation of the States Recreation and Tourism Industry.

The purpose of the policy committee on recreation and tourism is to work in cooperation with State, National and County leaders, organizations and agencies to review legislation that may hinder, restrict, or eliminate the use of our recreational and tourist resources creating a loss in revenues. The committee will also draft and promote legislation that would help protect local control and public use of recreational land and tourist regions.

Legislation prohibiting the use of recreational land and tourist regions affects the revenues and employment of many local businesses such as Hotels, Restaurants, and Retail Stores. As a member of the Desert Mountain Division, City of Ridgecrest supports the formation of the Policy Committee for Recreation and Tourism and will join other cities in sending this request to the League of California Cities.

FISCAL IMPACT:

None

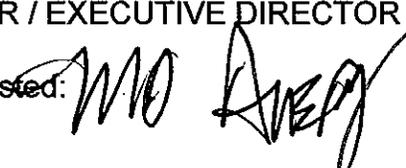
Reviewed by Administrative Services Director

ACTION REQUESTED:

Approve Letter and Policy to League of California Cities

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:



Submitted by: Michael D. Avery
(Rev. 2-14-07)

Action Date: May 20, 2009

RESOLUTION NO. 09-

A RESOLUTION OF THE RIDGECREST CITY COUNCIL SUPPORTING THE DESERT MOUNTAIN DIVISION IN REQUESTING THE LEAGUE OF CALIFORNIA CITIES FORM A POLICY COMMITTEE FOR RECREATION AND TOURISM AND ESTABLISH A LEAGUE OF CALIFORNIA CITIES POLICY POSITION STATEMENT FOR THE PRESERVATION OF THE STATE'S RECREATION AND TOURISM INDUSTRY

WHEREAS, there is constant need to provide opportunities for our citizens and international visitors to have the freedom to enjoy the natural and manmade resources of the State of California, and

WHEREAS, legislation is continually presented to the State which would hinder, restrict, or eliminate this freedom, and

WHEREAS, such legislation, if passed, severely depletes revenue and employment opportunities for local communities and the State, and

WHEREAS, there is a need for pro-active monitoring of proposed legislation and to generate new legislation to preserve local revenues.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ridgecrest does hereby support and endorse a request from the Desert Mountain Division to the League of California Cities to form a Policy Committee for Recreation and Tourism.

APPROVED AND ADOPTED this 20th day of May 2009 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven Morgan, Mayor

ATTEST:

Rita Gable, City Clerk

DRAFT COVER LETTER

League of California Cities Desert Mountain Division

The Desert Mountain Division and other partner Divisions; (list supporting divisions) request the establishment of a League of California Cities Policy Committee for Recreation and Tourism. We also request the League of California Cities Board of Directors establish a LOCC Policy Position statement for the preservation of the states Recreation and Tourism Industry.

The purpose of a policy committee on recreation and tourism is to work in cooperation with state, national and county leaders, organizations and agencies to preserve, promote and retain public use and local control of access to recreational land and tourist regions such as beaches, wilderness areas, and tourism centers.

There is a constant need to provide opportunities for our citizens, both within California and outside the state and international visitors, to have the freedom to enjoy the natural and manmade resources of this great state.

There is continual legislation which would hinder, restrict, or eliminate this freedom.

If legislation continues to hinder, restrict, or eliminate the use of our recreational and tourist resources the state and local governments will lose a major source of revenues.

The Recreational Industry generates hundreds of thousands of jobs for both the production of equipment and its repair and maintenance. Millions of dollars of sales revenue would be lost if this industry is reduced due to the reduction of accessible land and areas now used.

- California's active outdoor recreation economy contributes \$46 billion to California's economy
- Supports 408,000 jobs
- Generates \$3.1 billion in annual state tax revenue

(According to the Outdoor Industry Association's Active Outdoor Recreation Economic Report published in 2007.)

The Tourism Industry also generates hundreds of thousands of jobs and millions of dollars of sales revenue for state and local governments. Accommodations, restaurants, retail sales and facilities operation and maintenance just to list a few of the examples.

DRAFT COVER LETTER

- Tourism is one of California's top five industry segments
- Generating \$96 billion in direct spending, \$2.2 billion in local taxes, and \$3.6 billion in state taxes.
- Supports 924,000 jobs and \$30 billion in earnings

(As reported by the California Travel and Tourism Commission (CTTC) in 2007)

International visitors as well as interstate travelers would be unable to experience our great states' recreational and tourist areas and regions or national parks. With the continual reductions and restrictions of access freedoms these areas are becoming unusable or inaccessible.

If the League becomes a partner in development of current and future legislation proposals local governments would have an avenue to influence legislation and preserve local revenues.

The Desert Mountain District and other partner Divisions; (list other divisions supporting) are concerned without the League's involvement in such legislation all areas of the state will suffer.

- Cities will not have places for their citizens to go for recreation.
- Cities will not have the recreation and tourism dollars they count on to maintain their infrastructure and general health and safety programs.
- Rural areas will not benefit from Recreation Vehicle, Off Road users, Backpacker, Hikers, Equestrian and Fishing and Hunting activity revenues.

Therefore the Desert Mountain Division and other partner Divisions; (list divisions supporting) request the League of California Cities Directors establish a policy committee and adopt a position that would provide for the review and discussion of legislation or actions by the State or National Governments that would hinder, restrict, or eliminate access or local control of tourist regions, beaches, wilderness areas, recreational parks or land and the freedom to use such areas for the purposes of recreation and tourism.

Scope of Responsibility

The Committee on Recreation and Tourism reviews issues related to the management of, and access to public lands, when such actions would hinder, restrict, eliminate, or create economic sustainability issues within local control jurisdictions.

All legislative actions relative to, but not restricted to: beaches, wilderness, or public lands, and recreational parks or land which would remove the freedom, use, and public access of such areas from the purposes of recreation, tourism, or which would impact Local Governments' ability in providing meaningful and sustainable economies must be weighed and considered.

Summary of Existing Policy and Guiding Principles

To be verified by League Staff

Should include, but not limited to, policies and principles for recreational access and use, tourism support and stimulation, retention of local controls, governance of generated funds (IE. taxes, fees, etc.) by county and local government.

Retention of Cities Local Controls and the League

- Preamble: Inherent in these recommendations is the underlying principle that meaningful fiscal reform should allow each level of government to adequately finance its service responsibilities, with each entity being accountable to taxpayers for its own programs.
- Authority and Accountability: Cities must locally achieve political authority and accountability for revenues raised and services provided. Cities must effectively communicate the information concerning financial conditions and city responsibilities.
- Alliances: Cities should seek alliances with counties, state, and federal agencies; tourism and recreation organizations; and other local business and professional organizations to develop and support cooperation, sound recreational and tourism policies and joint action.
- Initiative: Cities and the League are prepared to use the statewide initiative process, if necessary, to secure fiscal independence and a sound intergovernmental financial structure. Initiative efforts should, to the extent feasible, incorporate and, in no case violate, the principles developed by the Fiscal Reform Task Force as follows:
 - Cities require constitutional protection of their discretionary revenues in order to finance local tourist and recreational services and to provide insurance against diversion by the state of these revenues in the future for non-municipal purposes.

Legislature or the Voters

Local Authority and Accountability

To preserve local authority and accountability for cities, state policies must:

- Protect the authority of local governments to collect revenues from tourism and recreational business, use, and product manufacturing.
- Ensure that any future changes are revenue neutral for local governments.
- Oppose any state or federal legislation that would preempt or threaten local taxation authority including but not limited to tourism and recreation user fees.
- Allow every level of government to enjoy budgetary independence from programs and costs imposed by other levels of government.

Regional Revenues

Local government issues, programs, and services do not always recognize local government jurisdictional boundaries.

In cases where regional issues, programs, and services are identified, multi-jurisdictional revenues should then be identified and implemented.

Support regional cooperation on common interests and goals by providing access to share incremental growth.

Funding for Counties

Counties require additional funding if they are to fulfill their traditional roles for tourism and recreational support and facilities.

As legal agents of the state, county expenditures in that capacity should be funded by the state. Their local programs should be financed locally.

The concept of "self-help" for counties should be expanded. An example might be that counties could receive certain state funding if they raise a specified level of revenue locally.

Reduce Competition

To alleviate competition among cities and counties, funding for counties should be accompanied by agreements on new development in undeveloped areas within the cities' sphere of influence.

Recreational Use, Tourism Support and Stimulation

The engines driving California's tourism industry are the public use of recreational areas, and the developed urban tourism facilities and structures.

The League of California Cities has a need to be focused on these economic and intrinsic values and should adopt policies and position that would encourage and establish the League's participation with federal, state and local officials and agencies as new legislation

is being developed which would impact the tourism and recreation industries throughout the state.

By sitting at the table and working with legislators and policy-makers as tourism and recreational legislation is being considered, the League establishes a position of shared collaboration, leadership, and shared sustainability.

Environmental

Air Quality

The League believes cities should have the authority to establish local air quality standards and programs that are stricter than state and federal standards.

The League opposes efforts to restrict such authority.

The League opposes air quality legislation that restricts the land use authority of cities.

Climate Change

The League recognizes that climate change is both immediate and long term, with the potential for profound environmental, social and economic impacts to the planet and to California.

The League recognizes the need for actions to mitigate the sources of greenhouse gas emissions and has adopted the following principles:

- **Smart Growth:** Consistent with the League's Smart Growth policies, encourage the adoption of land use policies designed to encourage access to public land and wilderness areas while preserving the environment and creating healthy, vibrant, and sustainable communities.
- **Green Technology Investment Assistance:** Support incentives to assist the public, businesses, and local agencies invest in energy efficient equipment and technology, and low emission recreational vehicles and equipment.
- **Energy and Water Conservation and Efficiency:** Encourage energy efficiency, water efficiency, and sustainable building practices in new and existing public tourist and recreational buildings and facilities. This may include using the U.S. Green Building Council's LEED program or similar systems.
- **Coordinated Planning:** State policy should encourage and provide incentive for cities to coordinate and share planning information with neighboring cities, counties, and other governmental entities when planning tourist and recreational areas for regional blueprints, general plans, and other developmental strategies.

Management of Public Lands

Recreational Use, Tourism Support and Stimulation by Providing Controlled Access to Public Lands

The purpose of a policy and position on recreation and tourism for California is to preserve,

Final Draft 05/10/09

promote and retain public use and local control of access to recreational land and tourist regions such as beaches, parks, wilderness areas, and tourism centers.

There is a constant need to provide opportunities for our citizens, both within California and from outside the state, to have freedom to enjoy the natural and manmade tourist and recreational resources of this great state.

If legislation should hinder, restrict, or eliminate the use of our tourist and recreational resources both the state and local governments will lose a major source of revenue, this does not support current League policies for local control and fiscal sustainability.

The League supports a policy that provides for the review and discussion of any legislation or action by the State or Federal Governments that affect Local Governments.

Without the Leagues involvement in such legislation all areas of the state will suffer.

- Cities will have no place for their citizens to go for recreation.
- Cities will not have the tourism dollars they count on to maintain their infrastructure.
- Rural areas will not benefit from Recreation Vehicle, Off Road, Backpacker, Hiker, Equestrian, Sport Fishing and Hunting activity revenues among many others.

Cooperative Efforts with Organizations and Interested Groups

The League supports actions and efforts to engage with the California Travel and Tourism Commission (CTTC), the California Travel Industry Association (CalTIA) and the California Roundtable on Recreation, Parks and Tourism and their lobbying efforts relative to tourism and recreation legislation.

Miscellaneous

The League opposes any federal or state regulation, statute or constitutional amendment which would place restrictions on federal, state and local government actions regulating private and publicly owned property.

The League supports flexibility for state and local governments to enact tourism and recreational standards that are stronger than the federal standards.

The League also opposes legislation that prohibits state and local governments from enacting stricter standards.

The League opposes requiring Local Governments to amend their general plans to include species habitat plans developed by other agencies which would impact access to public land and wilderness areas which are not approved by the Local Government.

6

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Request authorization to award a construction contract for construction/reconstruction of north and south bound lanes on South Norma Avenue from West Ridgecrest Boulevard to Church Street to International Pavement Solutions Inc.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

On Tuesday April 14, 2009 bids were opened for construction/reconstruction of north and south bound lanes South Norma Avenue from West Ridgecrest Boulevard to Church Street. A total of eight bids were received as follows:

<u>Bidder</u>	<u>Bid</u>
ANM Construction & Engineering	\$325,231.00
Asphalt Construction Co.	\$299,992.00
Granite Construction Co.	\$288,013.00
Lockwood General Engineering	\$337,178.70
Cooley Construction	\$287,199.00
International Pavement Solutions	\$253,326.30
Maverick Asphalt Inc.	\$277,498.00
Pacific Asphalt Services	\$341,356.00

The bids were reviewed by the City Engineer, Gerald Helt along with the Kern County Community Development Department. Based on this review, it is recommended that the contract be awarded to the lowest responsible and responsive bidder, International Pavement Solutions, with the low bid of \$253,326.30. A purchase order will be issued to International Pavement Solutions in a total amount of \$253,326.30 for construction/reconstruction north and south bound lanes South Norma Avenue from West Ridgecrest Boulevard to Church Street. The total project cost is \$278,658.93. However, an additional amount of \$25,332.63, ten percent (10%) of the purchase order, is being requested for any contingencies. The Kern County Community Development Department is providing \$278,658.93 for this project with no funds needed to be provided by the City.

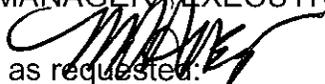
Funding for the execution of the contract shall come from account 018-4760-430-4601 ST0903.

FISCAL IMPACT: NONE

Reviewed by: Administrative Services Director

ACTION REQUESTED: Authorize the award of a construction contract for construction/reconstruction of north and south bound lanes on South Norma Avenue from West Ridgecrest Boulevard to Church Street to International Pavement Solutions Inc.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: 

Submitted by: Dennis Speer
(Rev. 2-14-07)

Action Date: May 20, 2009

RESOLUTION NO. 09-

A RESOLUTION OF THE RIDGECREST CITY COUNCIL TO AWARD A CONTRACT TO THE LOWEST RESPONSIBLE BIDDER IN THE AMOUNT OF \$253,326.30 TO INTERNATIONAL PAVEMENT SOLUTIONS FOR THE ROAD CONSTRUCTION/RECONSTRUCTION OF NORTH AND SOUTH BOUND LANES OF NORMA AVENUE FROM W. RIDGECREST BLVD TO CHURCH AVENUE

WHEREAS, on Tuesday April 14, 2009 bids were opened for construction/reconstruction of north and south bound lanes South Norma Avenue from West Ridgecrest Boulevard to Church Street, and

WHEREAS, a total of eight bids were received and the results of the lowest three bidders is as follows:

<u>Bidder</u>	<u>Bid</u>
Cooley Construction	\$287,199.00
International Pavement Solutions	\$253,326.30
Maverick Asphalt Inc.	\$265,591.73

WHEREAS, these bids were reviewed by the City Engineer, Gerald Helt, and D.J. Whipple, of the Kern County Community Block Grant, for a determination of the lowest responsible and responsive bidder:

WHEREAS, it was determined that International Pavement Solutions was the low bidder with the low bid of \$253,326.30; and

WHEREAS, a purchase order will be issued to International Pavement Solutions in a total amount of \$253,326.30 for construction/reconstruction of north and south bound lanes South Norma Avenue from West Ridgecrest Boulevard to Church Street, and

WHEREAS, the total project cost is \$278,658.93; and

WHEREAS, an additional amount of \$25,332.63 ten percent (10%) of the purchase order is being requested for any contingencies and that funds will be made available from Community Development Block Grant; and

WHEREAS, no matching funds are required from the City of Ridgecrest; and

WHEREAS, the funding for the execution of the contract shall come from account 018-4760-430-4601 ST0903; and

NOW THEREFORE, the City Council of the City of Ridgecrest hereby:

1. Authorizes award of the contract for the road construction/reconstruction project described herein to the lowest responsible and responsive contractor from the bids received as determined by the City Engineer, and
2. Authorizes the Administrative Services Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.

APPROVED AND ADOPTED this 20th day May 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven P. Morgan, Mayor

Rita Gable
City Clerk

7

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

A Resolution of the Ridgecrest City Council adopting a sewer user charge for the 2009-2010 fiscal year.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

This Resolution adopts a sewer user charge equal to the previous year's charges. The charges are for the use of City sanitation facilities for the 2009-2010 fiscal year. The charges are as follows:

Single Family Residence	\$120.00
Multi Family Residence	\$ 96.00
Mobile Homes	\$ 74.00

The revenues derived from the subject charge shall be used only for construction, expansion, maintenance and operation of the City's wastewater treatment and collection facilities. This resolution complies with the applicable provisions of Article XIID of the California Constitution and California Government Code 54984 and has authority to adopt a sewer user charge for use of City sanitation facilities pursuant to Health and Safety Code Section 5471, et. seq. and Government Code Section 51334.

The City Council will direct the City Clerk to furnish the Kern County Board of Supervisors and the County Auditor with a description of the parcel against which the subject charge is billed and the amount of each charge. This report shall be furnished on or before August 10, 2009. The Council will also direct City Staff to bill and collect service charges for those properties whose status is tax exempt and not on the County tax rolls.

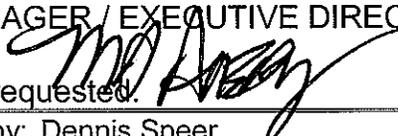
FISCAL IMPACT:

Reviewed by Administrative Services Director

ACTION REQUESTED:

Adopt by Resolution NO 09- by the Ridgecrest City Council sewer user charges for the 2009-2010 fiscal year.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested. 

Submitted by: Dennis Speer
(Rev. 2-14-07)

Action Date: May 20, 2009

RESOLUTION NO. 09-

A RESOLUTION OF THE RIDGECREST CITY COUNCIL ADOPTING A SEWER USER CHARGE FOR THE 2009-2010 FISCAL YEAR.

WHEREAS, the City Council of the City of Ridgecrest Resolves as follows:

Section 1 Purpose and Scope

This resolution adopts a sewer user charge for the use of the City wastewater treatment plant and collection system for the 2009-2010 fiscal years, limits the usage of the revenues so derived and provides for the collection of such charges.

WHEREAS, the City Council finds, determines and declares as follows:

Section 2 Findings

- a) The charges proposed are the same as for the previous year
- b) The revenues derived from the subject charge will be used for the construction expansion, maintenance and operation of the wastewater treatment plant and collection facilities and to obtain funds for capital projects necessary to maintain service within the existing service area, and as such, is exempt from environmental review under 14 California Administrative Code Section 15273.
- c) The subject charge produces revenue which does not exceed the reasonable cost of the service for which the charge is levied.
- d) A majority of the owners of the property affected by the subject charge have not protested the imposition of the charge.
- e) This resolution complies with the applicable provisions of Article XIID of the California Constitution and California Government Code 54984.
- f) The City has authority to adopt a sewer user charge for the use of City sanitation facilities pursuant to Health and Safety Code Section 5471, et.seq. and Government Code Section 51334.

WHEREAS, the City Council establishes a sewer user charge as follows:

Section 3

A sewer user charge is hereby levied against each parcel of land from which sewage is deposited into the sanitation system of the City. The subject charge is levied for the fiscal year commencing July 1, 2009 in the amount of one hundred twenty dollars (\$120.00) for each parcel of land improved by a single family dwelling; in the amount of ninety-six dollars (\$96.00) for each dwelling unit located on a parcel of land which is improved by a multiple-family dwelling; and in the amount of one hundred twenty dollars (\$120.00) for each equivalent residential unit located on a parcel of land which is improved with a non-residential structure. The charge for mobile home parks will be seventy-four dollars (\$74.00) per space in the park plus twenty-two cents (\$0.22) per hundred cubic feet of water consumption in the prior fiscal year.

Loadings: one equivalent residential unit's load is defined as follows:

Loadings for an Equivalent

Parameter	Allocation	Residential Unit (ERU)
Flow	49.0%	250 gal/day
Biochemical Oxygen Demand (BOD)	25.5%	150 mg/l
Suspended Solids	25.5	150 mg/l

Non – residential service charges shall be calculated as follows:

<u>Flow</u>		<u>BOD</u>		<u>SS</u>		<u>Availability Charge</u>
<u>Daily Flow x .49</u>	+	<u>BOD Concentration x .255</u>	+	<u>SS Concentration x .255</u>	x	
\$120.00						
250		150		150		

WHEREAS, the City Council designates the use of revenues of follows:

Section 4

The revenues derived from the subject charge shall be used only for construction, expansion, maintenance and operation of the City’s wastewater treatment and collection facilities.

NOW, THEREFORE, THE RIDGECREST CITY COUNCIL RESOLVES that the City Clerk shall furnish the Kern County Board of Supervisors and the County Auditor with a description of the parcel against which the subject charge is billed and the amount of each charge. This report shall be furnished on or before August 10, 2009.

The Board of Supervisors and the County Tax Collector are hereby requested to levy and collect the charge as a part of the annual General County Tax Bill.

City Staff is hereby directed to bill and collect service charges for those properties whose status is tax exempt and not on the County tax rolls.

APPROVED AND ADOPTED this 20th day of May, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Morgan, Mayor

ATTEST

Rita Gable, City Clerk

8

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Request for authorization to enter into Program Supplement Agreement No. 022-N with the State of California Department of Transportation and to authorize the City Manager, Michael Avery, to sign said agreement(s) for the road rehabilitation project on College Heights Blvd. between Cerro Coso Community College and 350 feet south of Franklin Avenue.

PRESENTED BY:

Dennis Speer

SUMMARY:

The Program Supplement Agreement is for the preparation of plans, specifications and estimate related to the road rehabilitation project on College Heights Blvd. between Cerro Coso Community College and 350 feet south of Franklin Avenue. The total estimated cost of this design work is \$71,494.00 (\$63,293.00 State and \$8,201.00 Local). The funding source is the Federal Transportation Improvement Program (FTIP/RSTP).

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

FISCAL IMPACT: \$8,201.00

Reviewed by Administrative Services Director

ACTION REQUESTED:

Request for authorization to enter into Program Supplement Agreement No. 022-N and to authorize the City Manager, Michael Avery, to sign said agreement(s)

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested 

Submitted by: Dennis Speer
(Rev. 2-14-07)

Action Date: May 20, 2009

RESOLUTION NO. 09-

RESOLUTION NO. 09-, A RESOLUTION OF THE RIDGECREST CITY COUNCIL REQUESTING AUTHORIZATION TO ENTER INTO PROGRAM SUPPLEMENT AGREEMENT NO. 022-N. WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING CITY MANAGER, MICHAEL AVERY TO SIGN SAID AGREEMENTS FOR ROAD REHABILITATION PROJECT ON COLLEGE HEIGHTS BLVD. BETWEEN CERRO COSO COMMUNITY COLLEGE AND 350 FEET SOUTH OF FRANKLIN AVENUE.

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

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

WHEREAS, The total estimated cost of this design work is \$71,494.00 and the funding source being the Federal Transportation Improvement Program, and

WHEREAS, matching funds in the amount of \$8201.00 shall be made available from the general fund, and

WHEREAS, the funding for the execution of Program Supplemental Agreements NO. 022-N shall come from account 018-4760-430-4601 ST0604, and

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

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

NOW THEREFORE, the City Council authorizes the City Manager, Michael Avery, to execute the, Program Supplemental Agreements with the California Department of Transportation.

APPROVED AND ADOPTED this 20th day of May 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven P. Morgan, Mayor

ATTEST _____
Rita Gable, City Clerk

PROGRAM SUPPLEMENT NO. N022
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO. 09-5385R

Date: April 07, 2009
 Location: 09-KER-0-RGCR
 Project Number: STPL-5385(037)
 E.A. Number: 09-955134

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

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

PROJECT LOCATION:

College Heights Boulevard from the Cerro Coso Community College campus to 350 feet south of Franklin Avenue

TYPE OF WORK: Road rehabilitation

LENGTH: 1.2 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	L240	\$63,293.00	LOCAL		OTHER
\$71,494.00			\$8,201.00	\$0.00	\$0.00

CITY OF RIDGECREST

STATE OF CALIFORNIA
 Department of Transportation

By _____

By _____

Date _____

Chief, Office of Project Implementation
 Division of Local Assistance

Attest _____

Date _____

Title _____

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

Accounting Officer *Landy of* Date *4/9/09* \$63,293.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
171	2007	2660-102-890	2007-2008	20.30.010.810	C	262040	892-F	63,293.00

STPL-5385(037)

SPECIAL COVENANTS OR REMARKS

1. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days after the project contract award. A copy of the award package shall also be included with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract to:

Department of Transportation
Division of Accounting
Local Programs Accounting Branch, MS #33
P. O. Box 942874
Sacramento, CA 94274-0001.

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

2. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
3. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of five (5) years and seven (7) years, respectively, from the start of the fiscal year(s) that those funds were appropriated within the State Budget Act. All project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested and is approved by the California Department of Finance per Government Code Section 16304. The exact date of each fund reversion will be reflected in the approved finance letter(s) issued for this project.

Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement that is not submitted to the Department on or before 60 days after that applicable fixed fund reversion date will not be paid from that fiscal year's encumbered funds because all of these unexpended funds will be irrevocably reverted by the Department's Division of Accounting on that date.

STPL-5385(037)

SPECIAL COVENANTS OR REMARKS

Pursuant to a directive from the State Controller's Office and the Department of Finance, the last date to submit invoices for reimbursed work in each fiscal year is May 15th in order for payment to be made out of those then current appropriations. Project work performed and invoiced after May 15th will be reimbursed only out of available funding that might be encumbered in the subsequent fiscal year, and then only when those funds are actually allocated and encumbered as authorized by the California Transportation Commission and the Department's Accounting Office.

4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

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

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

5. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is

STPL-5385(037)

SPECIAL COVENANTS OR REMARKS

incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

6. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Request by Resolution for acceptance of the Speed Zone Survey Report and authorization to post the speed zones accordingly.

PRESENTED BY: Dennis Speer

SUMMARY:

BACKGROUND

1. The basic intent of speed zoning is to influence drivers to operate at near the same speed, thus reducing conflicts created by differentials in operating speeds. The California Vehicle Code reflects the viewpoint that speed zoning should be based on traffic conditions and natural driving behavior.
2. The Basic Speed Law states, "No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property" (California Vehicle Code Section 22350). The law is founded on the belief that most motorists are able to modify their driving behavior properly, as long as they are aware of the conditions around them.
3. California Vehicle Code Sections 22357 and 22358 permit local authorities to set intermediate speed limits between 25 miles per hour and 65 miles per hour on the basis of an engineering and traffic survey. These intermediate speed limits must be posted to clearly define the limits of the zone and the prima facie speed established. Section 40802 of the California Vehicle Code permits the use of radar for speed enforcement where the speed limit is justified by an engineering and traffic survey.
4. An engineering and traffic survey is defined in California Vehicle Code Section 627 as "a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by state and local authorities." An engineering and traffic survey shall include consideration of prevailing speeds, as determined by traffic engineering measurements, accident records, and highway, traffic and roadside conditions not readily apparent to a driver. Local authorities may also consider residential density and pedestrian and bicyclist safety when conducting an engineering and traffic survey.
5. The California Manual of Uniform Traffic Control Devices provides the methodology for conducting an engineering and traffic survey. Speeds are established at the nearest 5-mile-per-hour increment of the 85th-percentile speed of free flowing traffic, which is defined as that speed at or below which 85% of the traffic is moving. Other factors to be considered include collision history, roadway design speed, safe stopping distance, super elevation, shoulder conditions, profile conditions, intersection spacing and offsets, commercial driveway characteristics and pedestrian traffic in the roadway without sidewalks. The posted speed may be reduced by 5 miles per hour from the nearest 85thpercentile speed where engineering study indicates the need for a reduction in speed to match existing conditions with the traffic safety needs of the community.

ANALYSIS

Many of the speed zones in the City were unenforceable because the prior speed surveys establishing the speed limits for these zones had expired. To correct this situation, current speed zone surveys were needed. Request for proposals for Traffic Engineering services were solicited and the engineering firm of Hall& Foreman, Inc. was selected to conduct the study. A list of City wide speed zones, existing and proposed, was provided to the engineering firm of Hall& Foreman, Inc. for the purpose of conducting a city wide speed zone survey. An engineering and traffic survey was completed on each street identified on the list for the purpose of establishing radar enforceable speed limits. The survey was supervised by a registered traffic engineer. The results of the study are compiled in the City Wide Speed Zone Survey Report prepared by Hall& Foreman, Inc.

The summary of the results of the report is attached as Table 1 and the location map showing the speed zones is attached as Exhibit A.

RECOMMENDATION

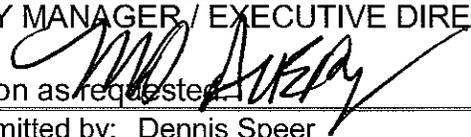
This resolution, recommended by the of Public Works Department, will establish the speed limits of speed zones studied in the City Wide Speed Zone Survey Report.

FISCAL IMPACT: The cost of posting speed signs at various locations throughout the City. Reviewed by Administrative Services Director

ACTION REQUESTED:

Accept by Resolution No 09- the Speed Zone Survey Report and authorize the posting of the speed zones accordingly.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested 

Submitted by: Dennis Speer
(Rev. 2-14-07)

Action Date: May 20, 2009

RESOLUTION NO. 09-

**A Resolution Of The Ridgecrest City Council Requesting
Acceptance Of The Speed Zone Survey Report And
Authorizing Staff To Post The Speed Zones Accordingly**

WHEREAS, the Vehicle Code Sections 22357 and 22358 permit local authorities to set intermediate speed limits between 25 miles per hour and 65 miles per hour on the basis of an engineering and traffic survey; and

WHEREAS, an engineering and traffic survey, as defined in California Vehicle Code Section 627 and in accordance with the California Manual of Uniform Traffic Control Devices methodology for conducting an engineering and traffic survey, was performed on each street identified in the City Wide Speed Zone Survey Report for the purpose of establishing radar enforceable speed limits; and

WHEREAS, the results of the engineering and traffic surveys are presented in the City Wide Speed Zone Survey Report; and

WHEREAS, the Ridgecrest Municipal Code Sections 4-1.501 and 4-1.503 require the recommendation of the Traffic Engineer and the authorization of City Council to establish and post the speed limits within speed zones; and

WHEREAS, the Traffic Engineer recommends accepting the results and posting the speed limits in accordance with the City Wide Speed Zone Survey Report; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Ridgecrest accepts the results of the City Wide Speed Zone Survey Report and authorizes the posting of the speed zones accordingly.

APPROVED AND ADOPTED this 20th day of May 2009 by the following vote:

AYES:

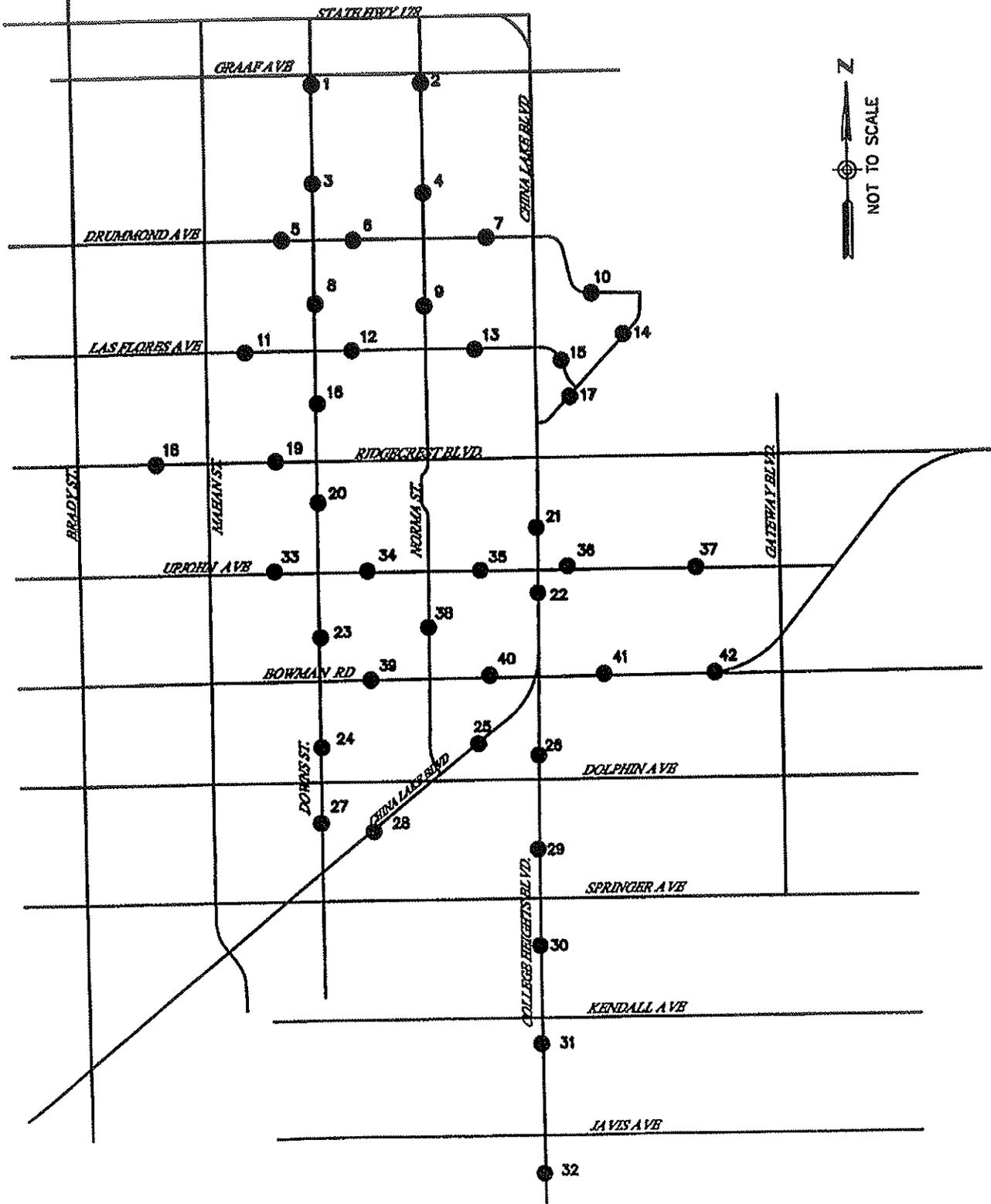
NOES:

ABSENT:

ABSTAIN:

Steven P. Morgan, Mayor

ATTEST _____
Rita Gable, City Clerk




Hall & Foreman, Inc.
 Engineering • Surveying • Planning • Landscape Architecture
 1427 CAJON ST, SUITE 101 VICTORVILLE, CA 92382 760-534-8100

SPOT SPEED SURVEY LOCATIONS

RIDGECREST, CALIFORNIA

EXHIBIT

A

HALL & FOREMAN, INC. 1427 CAJON ST., SUITE 101, VICTORVILLE, CA 92382

**2008-2009 SPOT SPEED STUDY
CITY OF RIDGECREST**

Table 1

STUDY LOCATIONS	Hourly Traffic Volumes	Posted Speed Limit (mph)	85 TH Percentile Speed (mph)	50 TH Percentile Speed (mph)	Speed change (mph)	Recommended Speed Limit (mph)
1 N.DOWNS BET INYOKERN/WARD	219	45	46.47	40.76	0	45
2 N.NORMA BET INYOKERN/WARD AVE	208	N/A	38.32	34.21	N/A	40
3 N.DOWNS BET WARD/DRUMMOND AVE	88	45	48.45	43.55	0*	45*
4 N.NORMA BET WARD/DRUMMOND	268	N/A	46.38	41.31	N/A	40
5 DRUMMOND AVE BET MAHAN /DOWNS ST	94	40	37.3	33	-5	35
6 DRUMMOND AVE BET DOWNS /NORMA ST.	202	40	43.05	38.35	0*	40*
7 DRUMMOND AVE BET NORMA/CHINA LAKE BLVD.	200	35	40.44	35.83	5	40
8 N.DOWNS BET DRUMMOND/LAS FLORES	214	45	47.19	42.24	0	45
9 N.NORMA BET DRUMMOND/ LAS FLORES	210	25	40.35	36.41	15	40
10 DRUMMOND AVE BET CHINA LAKE/KNOX	134	35	42.18	36.67	5	40
11 LAS FLORES AVE BET MAHAN/DOWNS ST.	96	35	38.37	35	5	40
12 LAS FLORES AVE BET DOWN/NORMA ST.	214	25	35.89	30.84	10	35
13 LAS FLORES AVE BET NORMA/CHINA LAKE BLVD.	207	40	43.4	37.53	0*	40*
14 FRENCH AVE BET LAS FLORES AVE/DRUMMOND	130	35	44.63	39.83	5	40
15 LAS FLORES AVE BET CHINA LAKE/FRENCH	135	35	34.2	29.63	0	35
16 N.DOWNS BET LAS FLORES/RIDGECREST BLVD.	225	45	47.57	41.97	0	45
17 FRENCH AVE BET CHINA LAKE/LAS FLORES AVE	211	35	42.04	34.11	5	40
18 RIDGECREST BLVD.BET BRADY/MAHAN	182	45	56.1	48.89	10	55
19 RIDGECREST BLVD.BET MAHAN/DOWNS	152	45	49.8	45	5	50
20 S.DOWNS BET RIDGECREST/UPJOHN RD.	206	35	41.23	36.87	5	40

* 5mph reduction below 85TH percentile speed.

**2008-2009 SPOT SPEED STUDY
CITY OF RIDGECREST**

Table 1

STUDY LOCATIONS	Hourly Traffic Volumes	Posted Speed Limit (mph)	85 TH Percentile Speed (mph)	50 TH Percentile Speed (mph)	Speed change (mph)	Recommended Speed Limit (mph)
21 CHINA LAKE BLVD BET RIDGECREST/UPJOHN	207	35	35.9	31.98	0	35
22 CHINA LAKE BLVD BET UPJOHN/BOWMAN	206	35	37.86	34.04	0*	35*
23 S.DOWNS BET UPJOHN/BOWMAN RD.	212	45	48.53	42.94	0*	45*
24 S.DOWNS BET BOWMAN/DOLPHIN AVE.	188	45	48.53	43.82	0*	45*
25 CHINA LAKE BLVD BET COLLEGE HGTS/DOLPHIN	205	45	48.66	43.74	0*	45*
26 COLLEGE HEIGHTS BET CHINA LAKE/DOLPHIN	201	45	47.85	42.98	0*	45*
27 S.DOWNS BET DOLPHIN/CHINA LAKE BLVD.	129	45	46.44	41.25	0	45
28 CHINA LAKE BLVDS BET DOLPHIN AND DOWNS	177	45	57.08	51.54	10	55
29 COLLEGE HEIGHTS BET DOLPHIN/SPRINGER	203	45	51.26	46.07	0*	45*
30 COLLEGE HEIGHTS BET SPRINGER/KENDALL	209	45	52.58	46.97	5	50
31 COLLEGE HEIGHTS BET KENDALL/JAVIS AVE	197	N/A	55.56	47.94	N/A*	50*
32 COLLEGE HEIGHTS S/O JAVIS AVE	169	N/A	54.66	48.98	N/A*	50*
33 UPJOHN ROAD BET MAHAN ST/DOWNS.	138	25	39.26	33.57	15	40
34 UPJOHN ROAD BET DOWNS/ NORMA ST.	212	35	41.36	36.29	5	40
35 UPJOHN ROAD BET NORMA/CHINA LAKE BLVD.	225	35	41.32	35.92	5	40
36 UPJOHN ROAD BET CHINA LAKE/SUNLAND	208	40	39.07	34.15	0	40
37 UPJOHN ROAD BET SUNLAND/GATEWAY	200	N/A	38.57	33.67	N/A	40
38 S.NORMA BET UPJOHN/BOWMAN RD.	203	25	39.32	34.42	15	40
39 BOWMAN ROAD BET DOWNS/NORMA	180	N/A	47.71	41.54	N/A*	45*
40 BOWMAN ROAD BET NORMA/CHINA LAKE BLVD.	211	N/A	43.15	38.18	N/A	45
41 BOWMAN ROAD BET CHINA LAKE/ SUNLAND	201	35	45.98	41.09	15	50
42 BOWMAN ROAD BET SUNLAND/GATEWAY	207	N/A	51.289	44.28	N/A	50

* 5mph reduction below 85TH percentile speed.

10

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

A resolution of the Ridgecrest Redevelopment Agency authorizing the transfer of property sale proceeds in the amount of \$594,612 to the City of Ridgecrest.

PRESENTED BY:

W. Tyrell Staheli, Budget Officer

SUMMARY:

This resolution authorizes the transfer of property sale proceeds in the amount of \$594,612 to the City of Ridgecrest, listed in Exhibit A.

This transfer was included and approved within the FY 2009 budget to balance the General Fund.

Per Health and Safety Code section 33396 "The agency may dispose of such property to private persons or to public or private entities, by sale or long-term lease for development. All or any part of the funds derived from the sale or lease of such property may at the discretion of the legislative body of the community be paid to the community, or to the public entity from which any such property was acquired"

FISCAL IMPACT: NONE – \$594,612 decrease in RRA funds

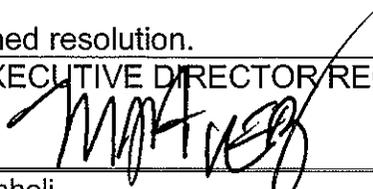
Reviewed by Interim Administrative Services Director

ACTION REQUESTED:

Approval of the attached resolution.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:



Submitted by: Tyrell Staheli

Action Date: 05/20/2009

RESOLUTION RRA NO. 09-

**A RESOLUTION OF THE RIDGECREST REDEVELOPMENT AGENCY
AUTHORIZING THE TRANSFER OF PROPERTY SALE PROCEEDS IN
THE AMOUNT OF \$594,612 TO THE CITY OF RIDGECREST**

WHEREAS, the Agency accepted a conveyance of real properties owned and declared surplus by the City (Exhibit A); and

WHEREAS, the Agency collected proceeds from the sale of certain properties (Exhibit A); and

WHEREAS, the Health and Safety Code section 33396 authorizes the transfer of proceeds from such sales; and

WHEREAS, the transfer of property sale proceeds was approved in the fiscal year 2009 budget.

NOW THEREFORE, the Ridgecrest Redevelopment Agency hereby authorizes and instructs the Finance Division to transfer the property sale proceeds listed in Exhibit A to the City of Ridgecrest.

APPROVED AND ADOPTED this 20th day of May 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven P. Morgan, Mayor

ATTEST

Rita Gable
City Clerk

Exhibit A

Property APN	Sale Amount	AKA	City Reso	Agency Reso
081-031-23	\$87,575	1024 Springer	05-60	
067-192-24				RRA 05-06
067-192-26				RRA 05-04
067-192-31				RRA 05-04
067-192-33	\$60,019	Rite Aid		RRA 05-06
045-304-01	\$447,018	Emeral Point		RRA 05-07

\$594,612

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Minutes of the Special City Council/Redevelopment Agency Meeting of April 23, 2009

PRESENTED BY:

Rita Gable, City Clerk

SUMMARY:

Draft minutes of the Special Council/Redevelopment Agency Meeting of April 23, 2009

FISCAL IMPACT:

None

Reviewed by Administrative Services Director:

ACTION REQUESTED:

Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested



Submitted by:

Rita Gable

Action Date: May 20, 2009

(Rev. 2-14-07)



**MINUTES OF THE SPECIAL MEETING OF THE
RIDGECREST CITY COUNCIL AND
RIDGECREST REDEVELOPMENT AGENCY**

**City Council Conference Room
100 West California Avenue
Ridgecrest, California 93555**

**April 23, 2009
5:15 p.m.**

This meeting was not recorded.

CALL TO ORDER – 5:15 p.m.

ROLL CALL

PRESENT: Vice Mayor Thomas Wiknich, and Council Members Marshall Holloway and Jerry Taylor

ABSENT: Mayor Steven Morgan and Council Member Ronald Carter

STAFF: Michael Avery, City Manager; Rita Gable, City Clerk; Jim McRea, Public Services Department Director, Dennis Speer, Public Works Department Director;; and other personnel

This meeting was for the purpose of selecting road projects to be submitted to KernCOG with regards to The American Recovery and Reinvestment Act of 2009.

City Manager Avery gave a brief rundown of the ARRA

- In March KernCOG announced City was getting increased funding for streets through ARRA
- Round 1 ARRA funds are approximately 515K and 520K for Round 2
- The ARRA was intended to create jobs rather than transportation projects
- Because of that projects have to be "shovel ready" to qualify for funding
- City had previously considered moving existing Prop 1B funds designated to N. Norma to a shovel ready project on S. Sunland
- Because of the ARRA restrictions it would have caused a 16-18 month delay in N. Norma project
- N. Norma project will retain the 1B funding
- The only projects that met the ARRA requirements were the College Heights projects
 - College Heights Phase I - China Lake to Dolphin
 - College Heights Phase II - Dolphin to Franklin
- ARRA funds round 1 were designated for College Heights Phase II and ARRA round 2 designated for College Heights Phase II
- Phase II is in the FTIP and the environmental is completed and it is bid ready

MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - SPECIAL

April 23, 2009

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- It is recommended Round 2 ARRA funds be designated for College Heights Phase I
- Project would be included in FTIP Amendment for approval by KernCOG in September.
- Environmental for the project is completed and is currently in FTIP but not funded
- Round 2 ARRA funds allocated to the City are recommended to be designated for College Heights I - China Lake to Dolphin
- Must be applied for by April 27, 2009
- RSTP funds of \$474K+/- for College Heights Phase I can be reprogrammed to another project to be identified by the City in the near future

This week Mr. Speer met with Helt Engineering, and discussed projects. College Heights seemed to fit ARRA. Mr. Speer also met with KernCOG to discuss the issues - projects not already on FTIP would not make it on time. Also might lose 1B monies.

Council Member Holloway commented on College Heights Dolphin to Franklin Phase II project shifting to ARRA. Recommended to Council to do this.

Council Member Taylor also commented on the College Heights projects and how bad the road conditions are. He also stated that this project would not widen the road it would only fix the pavement. There have been discussions about a joint project with Kern County concerning College Heights.

PUBLIC COMMENT

Kevin McDonald

- Asked about transferring funds to other street projects previous approved by Kern County under 1B
- Norma or Sunland was mentioned
 - Norma Street not being discussed here
- He's concerned with environmental study
 - Mr. Speer noted that both College Heights projects have EIRs but the E76 needs to be done
- Wants funds moved to areas that really need it instead of new roads

Vice Mayor Wiknich explained the Pavement Management System (PMS) and that we were trying to address the roads with the most traffic flow and close to the top of the priorities list. Most of those do not meet the shovel ready requirements and other criteria attached to the ARRA funding. And College Heights is in the PMS per Mr. Speer.

MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - SPECIAL

April 23, 2009

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Council Member Taylor also noted that City was not allowed to just take the money and do with it as they wished but we have to have qualified projects in order to receive it.

Stan (did not hear last name if given)

- Look at PMS - is College Heights the highest priority?
 - Mr. Avery stated W. Ridgecrest Boulevard was the top and S. Downs was next (they are 1 and 2 on the list)
 - Ridgecrest Boulevard is funded for 2011-2112
 - PMS is to get them "shovel ready - need to use the plan to use the funds

John Gorman

- Supports what Council is doing
- Asked what is going to be done on the roads
 - It will be a reconstruction of existing roadway - not new road

Dave Matthews

- Certain amount stated in funding
 - Mr. Speer replied that Helt Engineering sent in bid - it has local match
- Asked if we will lose any unused funds if all are not used on the project
 - Yes, but KernCOG will consider using unused as contingency for all cities to be able to submit projects to those funds

Mike Neel

- ARRA - called the act the American Robbery and Rip-off Act
- He does not like the program - it's a rip-off
- The money will be taken from future generations - they will be forced to work to pay off the debt
- We are putting our children, grandkids and great-grandkids into debt for their lifetimes
- They will all have to pay and pay and pay for these programs
-
- You have an opportunity to tell Fed to "shove it" between their ears to fill the empty space
- Can do this by just do not accepting the funds
- Intends to protest this and will write a letter to the editor saying so

Jason Patin

- There is a lot of truth in what Mr. Neel has said but if we don't take these funds someone else will and they will repair their streets
- And, whether we take it or not future generations will pay for it

Stan

- There are no curbs and gutters where this project is going

MINUTES - CITY COUNCIL / REDEVELOPMENT AGENCY - SPECIAL

April 23, 2009

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- Asked if there were any tract maps along this area
 - Mr. McRea said there were some old ones
 - A lot of the area here is zoned commercial and has not been built
- Need curbs and gutters on that road
- Will someone be going to do this in next 10-15 years (built there?) and if not why are we not doing it?

Council comment

Council Member Taylor

- If we put in curbs and gutters could we get reimbursed

Staff noted that this funding would not cover curbs and gutters. And, if the City did receive funding to pay for curbs and gutters it would not be able to require future developers to reimburse the cost. Curbs and gutters will be required for all near term developments.

Council Member Holloway

- KernCOG contingency funding being discussed - will have to be shovel ready and have E76 issued by CalTRANS
 - There are 4 projects in Kern County - California City, Tehachapi, ours

Council Member Wiknich

- When Measure N failed we were asked what our backup plan was
- Our reply was that we would seek more Federal funds

Moved by Council Member Taylor, second Council Member Holloway TO SUBMIT THE COLLEGE HEIGHTS PHASE II PROJECT FOR THE ROUND 1 ARRA FUNDS. Public comment heard. Carried with a voice vote of 3 ayes, 2 absent; Mayor Morgan and Council Member Carter absent.

ADJOURNMENT

Vice Mayor Wiknich adjourned the meeting at 6:00 p.m.

Rita Gable, City Clerk

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Expenditure Approval List (DWR) as of 04/30/2009

PRESENTED BY:

Tess Sloan

SUMMARY:

Attached is the Expenditure Approval List (DWR), for 04/30/2009

Total Disbursed: \$74.07

FISCAL IMPACT:

Total Disbursed: \$74.07

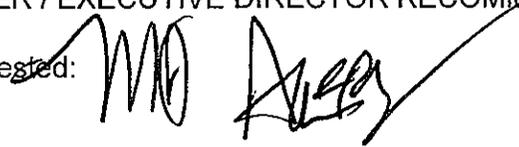
Reviewed by Interim Administrative Services Director/City Treasurer

ACTION REQUESTED:

Receive and file as presented.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:



Submitted by: Kelly Brewton

(Rev. 2-14-07)

**Tess
Sloan**

Action Date: 05/20/2009

Digitally signed by Tess Sloan
DN: cn=Tess Sloan, o=City of
Ridgecrest, ou=Administrative
Services, email=tsloan@ci.
ridgecrest.ca.us, c=US
Date: 2009.05.13 08:12:02 -07'00'

PREPARED 04/30/2009, 13:42:38
 PROGRAM: GM339L
 CITY OF RIDGECREST
 UNION BANK-GENERAL CHECKING

EXPENDITURE APPROVAL LIST
 AS OF: 04/30/2009 CHECK DATE: 04/30/2009

BANK: 02

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0001571	INYO LEASING, INC.			02	04/24/2009	140-6710-671.35-10	PW/EC/RADIATOR	215.56	
451923	000625			02	04/24/2009	140-6710-671.35-10	PW/EC/RTRN REMAN STATER	358.30	
490028	000625			02	04/24/2009	140-6710-671.35-10	PW/EC/KROIL	84.37	
490029	000625			02	04/24/2009	140-6710-671.35-10	PW/EC/NAPA HND	12.44	
490982	000625			02	04/24/2009	140-6710-671.35-10	PW/EC/NAPA HND	12.44	
0003025	KERN COUNTY AIR POLLUTION						VENDOR TOTAL *	45.93	
4/29/09	000649			02	04/30/2009	001-4260-426.39-09	ED/MA/PERMIT FOR GENERTR	120.00	
							VENDOR TOTAL *	120.00	
				02	UNION BANK-GENERAL CHECKING		BANK TOTAL *	74.07	
							TOTAL EXPENDITURES *****	74.07	
							GRAND TOTAL *****	74.07	

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Expenditure Approval List (DWR) as of 05/08/2009

PRESENTED BY:

Tess Sloan

SUMMARY:

Attached is the Expenditure Approval List (DWR), for 05/08/2009

Total Disbursed: \$239,779.99

FISCAL IMPACT:

Total Disbursed: \$239,779.99

Reviewed by Interim Administrative Services Director/City Treasurer

ACTION REQUESTED:

Receive and file as presented.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:



Submitted by: Kelly Brewton

(Rev. 2-14-07)

**Tess
Sloan**

Action Date: 05/20/2009
Digitally signed by Tess Sloan
DN: cn=Tess Sloan, o=City of
Ridgecrest, ou=Administrative
Services, email=tsloan@ci.
ridgecrest.ca.us, c=US
Date: 2009.05.13 08:12:52
-07'00'

BANK: 02

VENDOR NO	VENDOR NAME	VOUCHER P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0002730	A&L TIRE COMPANY	000650	02 05/08/2009	001-4630-463.23-03	PR/JP/FLAT TIRE REPAIR	10.00	
34174							
0005165	A-AMERICAN SELF STORAGE	000650	02 05/08/2009	113-6115-615.28-01	VENDOR TOTAL * FN/TS/STORAGE UNIT RENT	10.00 1,155.00	
F66CY09							
0009999	ABLE IRONWORKS	000650	02 05/08/2009	001-0000-215.01-00	VENDOR TOTAL * RFND OVRPYMNT OL 09-9881	1,155.00 16.50	
10305							
0004676	AFLAC-FLEX ONE	000650	02 05/08/2009	001-0000-218.20-03	VENDOR TOTAL * APRIL09 ADMIN FEES	16.50 30.00	
S257275ER							
0000859	ALTAONE FEDERAL CREDIT UNION	000650	02 05/08/2009	001-0000-218.03-02	VENDOR TOTAL * PPE 05/03/09 PEAR DUES	30.00 1,607.50	
PPE 05/03/09							
0009999	AMBICA INC	000650	02 05/08/2009	001-0000-215.01-00	VENDOR TOTAL * RFND OVRPYMNT OL 09-9866	1,607.50 55.50	
10291							
0004485	AMERIMARK DIRECT	000650	02 05/08/2009	210-5300-530.29-09	VENDOR TOTAL * RECYCLING PROMOTNL ITEMS	55.50 1,526.00	
20733							
0003509	AMERIPRIDE	000650	02 05/08/2009	001-4630-463.28-05	VENDOR TOTAL * PR/JP/UNIFORM CLEANING	1,526.00 41.24	
B560409							
B560415							
B557658							
B557653							
B554863							
B554857							
1017157							
B554858							
B557654							
B556058							
B553275							
B560416							
B557659							
B554864							
B554859							
B557655							
0003457	ANTELOPE VALLEY BOARD OF TRADE	000650	02 05/08/2009	001-4451-445.25-01	VENDOR TOTAL * CE/JM/HD DIALGUE HIGH EDU	1,558.26 25.00	
2408							

BANK: 02

VENDOR NO	VENDOR NAME	VOUCHER NO	P. O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0003457	ANTELOPE VALLEY BOARD OF TRADE	2408	000650		02 05/08/2009	113-6010-601.25-01	CC/EP/HD DIALGUE HIGH EDU	50.00	
0005021	AVID IDENTIFICATION SYSTEMS, INC.	254417	000650		02 05/08/2009	001-4210-421.36-03	PD/RS/PET CHIPS& REGSTRN	512.50	
0005193	BARNEY, NICOLE	4/03-04/25/09	000662		02 05/08/2009	001-4620-462.28-15	PR/JP/SOCCER OFFICIAL	48.00	
0005211	BLAZE CONE COMPANY	19791	000651		02 05/08/2009	001-4210-421.31-01	PD/RS/STANDARD CONES	922.94	
0004297	BLOUDEK, KATIE	4/03-04/25/09	000662		02 05/08/2009	001-4620-462.28-15	PR/JP/SOCCER OFFICIAL	16.00	
0004930	BRADLEY, CRAIG	5/16-05/20/09	000651		02 05/08/2009	001-0000-115.01-92	MIS/MA/TA INTEROP	240.00	
0004633	BRAEM, PHILLIP	5/16-05/20/09	000651		02 05/08/2009	001-0000-115.01-92	MIS/MA/TA INTEROP	240.00	
0009999	BUCHANAN COMPANY, INC.	10296	OL		02 05/08/2009	001-0000-215.01-00	RFND OVRPYMNT OL 09-9871	33.00	
0005490	B2B COMPUTER PRODUCTS LLC	354077	000651		02 05/08/2009	111-6119-619.41-29	MIS/CB/HARD DRIVE ENCLOSE	108.25	
0000291	CAL SUN POOLS	7261	000651		02 05/08/2009	001-4630-463.37-01	PR/JP/53 GAL DRUM ACID	549.00	
0000227	CAMPBELL HEATING & AIR COND.	22204	000651		02 05/08/2009	001-4630-463.23-04	PR/JP/RPLC RELAY	147.50	
22117		000651			02 05/08/2009	001-4630-463.23-04	PR/JP/TGHTN SCRWS IN MOTR	85.00	
22132		000651			02 05/08/2009	130-6510-651.23-04	PR/JP/RECHARGED AC UNITS	1,010.00	
0004134	CAPORICCI & LARSON	3709	FI0699		02 05/08/2009	113-6115-615.21-02	PROGRS BILL #1 FY09 AUDIT	13,950.00	
							VENDOR TOTAL *	13,950.00	

BANK: 02

VEND NO	VENDOR NAME	VOUCHER P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000232	CARDINAL PLUMBING CO.	000651	02	05/08/2009	001-4630-463.23-04	PR/JP/CLEAN DRAIN	270.00	
22691UM2JS								
0001664	CDW GOVERNMENT INC.					VENDOR TOTAL *	270.00	
NVH3536	PI0681 005658	02	05/08/2009	003-4361-436.41-23		CYBERNTCS ISCSI/RTEMATCH	9,396.27	
NRS6516	000651	02	05/08/2009	111-6119-619.41-29		MIS/CB/2 MONITORS	1,430.71	
NRS6501	000651	02	05/08/2009	111-6119-619.41-30		MIS/CB/NETWORK DEVICES	316.21	
						VENDOR TOTAL *	11,143.19	
0001671	CLINICAL LAB. OF SN BERNARDINO						380.00	
901261	PI0682 005740	02	05/08/2009	005-4554-455.21-04		MARCH08 LAB SRVS	380.00	
0005445	COCA-COLA NORTH AMERICA					VENDOR TOTAL *	380.00	
7300186805	000651	02	05/08/2009	001-4630-463.28-01		PR/JP/APR09 TOTAL BEV PLN	37.88	
0003904	COFFEE BREAK SERVICE					VENDOR TOTAL *	37.88	
119634	000651	02	05/08/2009	001-4199-419.29-09		ND/EP/COFFEE SUPPLIES	360.34	
0002980	COLONIAL LIFE AND ACC. INS					VENDOR TOTAL *	360.34	
MAY09 PRE-TAX PR0508	02	05/08/2009	001-0000-218.30-00			MAY09-PREMIUM-PRE-TAX	505.68	
MAY09-POST-TAX PR0508	02	05/08/2009	001-0000-218.31-00			MAY09-PREMIUM-POST-TAX	232.22	
						VENDOR TOTAL *	737.90	
0001884	CRAFCO INC.						2,062.83	
413632	PI0678 006277	02	05/08/2009	002-4340-434.32-03		ELEC HOSE ASSY	2,062.83	
0000334	CRANES WASTE OIL					VENDOR TOTAL *	2,062.83	
95664	000651	02	05/08/2009	140-6710-671.22-04		PW/EC/DISPS USED OIL FLTS	85.00	
0003569	CREATIVE BUS SALES INC					VENDOR TOTAL *	85.00	
7573	PI0679 006283	02	05/08/2009	003-4360-436.32-01		RICON LIFT S5510- R300	3,981.20	
0005374	DALBEY, DEREK					VENDOR TOTAL *	3,981.20	
4/03-04/25/09 000662	02	05/08/2009	001-4620-462.28-15			PR/JP/SOCCER OFFICIAL	72.00	
0009999	DEPARTMENT OF JUSTICE					VENDOR TOTAL *	72.00	
4/27/09	000652	02	05/08/2009	001-4620-462.28-07		PR/JP/FINGER PRINT CERT	81.00	
0009999	DEPT OF PESTICIDE REGULATION					VENDOR TOTAL *	81.00	
4/30/09	000652	02	05/08/2009	001-4630-463.28-07		PR/JP/QUAL APPLICATN LIC	60.00	

BANK: 02

VEND NO	VENDOR NAME	VOUCHER P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0009999	DEPT OF PESTICIDE REGULATION						
0000396	DESERT INDUSTRIAL SUPPLY				VENDOR TOTAL *	60.00	
556015	000652	02	05/08/2009	001-4630-463.32-04	PR/JP/ELECT VLV	18.84	
555554	000652	02	05/08/2009	001-4630-463.32-04	PR/JP/SGL HOLE FIT	107.17	
0005614	DIALOGIC COMMUNICATIONS CORPORATION				VENDOR TOTAL *	126.01	
3691	PI0697	006259	02	05/08/2009	111-6119-619.29-07	REVERSE 911 ANNL SPRT RNW	12,896.00
0002981	DR. DANIEL MALLORY O.D.				VENDOR TOTAL *	12,896.00	
PPE 05/03/09	PR0508	02	05/08/2009	001-0000-218.08-00	PPE 05/03/09 VISION	56.24	
0005066	ECONOLITE TRAFFIC ENGIN. & MNT. INC.				VENDOR TOTAL *	56.24	
I005164	PI0670	006149	02	05/08/2009	002-4310-431.23-03	MAR09 PREVENTATIVE MAINT	959.00
I005177	PI0671	006149	02	05/08/2009	002-4310-431.23-03	MARCH09 ROLLING REPORTS	421.04
0005190	ERNST, ERIC				VENDOR TOTAL *	1,380.04	
4/03-04/25/09	000662	02	05/08/2009	001-4620-462.28-15	PR/JP/SOCCER OFFICIAL	135.00	
0004191	ERNST, JOSHUA				VENDOR TOTAL *	135.00	
4/03-04/25/09	000652	02	05/08/2009	001-4620-462.28-15	PR/JP/SOCCER OFFICIAL	105.00	
0004981	FASTENAL COMPANY				VENDOR TOTAL *	105.00	
CARID47304	000652	02	05/08/2009	002-4340-434.32-05	ST/EC/BOND SEAL, HCS	26.64	
0005570	FELIX, CALEB				VENDOR TOTAL *	26.64	
4/03-04/25/09	000662	02	05/08/2009	001-4620-462.28-15	PR/JP/SOCCER OFFICIAL	16.00	
0005107	FIERRO, TONY				VENDOR TOTAL *	16.00	
4/03-04/25/09	000662	02	05/08/2009	001-4620-462.28-15	PR/JP/SOCCER OFFICIAL	112.00	
0005636	FREESE, MATTHEW				VENDOR TOTAL *	112.00	
5/16-05/20/09	000652	02	05/08/2009	001-0000-115.01-92	MIS/MA/TA INTEROP	240.00	
0003531	FRONTIER PRO SHOP				VENDOR TOTAL *	240.00	
100033149301	000652	02	05/08/2009	001-4620-462.38-02	PR/JP/GLOVES,EYEWEAR,BALL	380.83	
					VENDOR TOTAL *	380.83	

BANK: 02

VEND NO	VENDOR NAME	VOUCHER P.O. NO	BANK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0003474	GATEWAY ACE HARDWARE	02 05/08/2009	001-4630-463.32-04	PR/JF/HINGES		4.09	
180757	000652				VENDOR TOTAL *	4.09	
0005566	GILBERT, TRAVIS	02 05/08/2009	001-4620-462.28-15	PR/JF/SOCCER OFFICIAL		46.00	
4/03-04/25/09	000662				VENDOR TOTAL *	46.00	
0002904	GOLDEN STATE SUPPLY	02 05/08/2009	001-4630-463.32-03	PR/JF/FUSE, TERMINAL PAK		15.26	
9251100738	000660	02 05/08/2009	001-4630-463.32-03	PR/JF/HITCH BALL		11.88	
9251100453	000660	02 05/08/2009	005-4552-455.32-01	WW/JH/FUSE BOXED		2.17	
9251100553	000660	02 05/08/2009	005-4554-455.32-01	WW/JH/ELEC TAPE		6.40	
9251199166	000660	02 05/08/2009	005-4556-455.35-01	WW/JH/OIL		22.88	
9251199333	000660	02 05/08/2009	005-4556-455.32-09	WW/JH/BLEU ROLL TOWEL		4.31	
9251100276	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/TRIM PANEL RETAINER		12.45	
9251101307	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/DUST RESPIRATOR		5.20	
9251101302	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/RUBBING COMPOUND		25.81	
9251100675	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/BARS LEAK		2.67	
9251199165	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/LAMP, ENGINE PAINT		17.30	
9251100132	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/ENGINE ROTOR		119.68	
9251101400	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/BRAKE PADS		91.45	
9251101393	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/V BELTS		36.78	
9251101401	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/HOSE, FITTINGS, LABOR		42.98	
9251199957	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/LAMP, TRUNK PAINT		18.94	
9251199806	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/CRIMP FITTING		6.15	
9251100138	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/TURN ROTORS		32.00	
925119621	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/CORE RTRN R281		10.73-	
9251198146	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/SQUEEGEE		5.33	
9251198542	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/OIL & AIR FILTERS		28.65	
9251198539	000660	02 05/08/2009	140-6710-671.35-10	PW/EC/BATTERY R281		188.21	
9251198145	000660				VENDOR TOTAL *	685.77	
0000553	GRANITE CONSTRUCTION COMPANY	02 05/08/2009	002-4340-434.32-05	45.67TONS CLIII FILL SAND		306.51	
138663	PI0683 005924	02 05/08/2009	002-4340-434.32-05	44.64TONS CLIII FILL SAND		299.60	
138710	PI0684 005924	02 05/08/2009	002-4340-434.32-05	90.47TONS CLIII FILL SAND		607.18	
138778	PI0685 005924	02 05/08/2009	002-4340-434.32-05	45.61TONS CLIII FILL SAND		306.12	
138794	PI0686 005924	02 05/08/2009	002-4340-434.32-05	89.41TONS CLIII FILL SAND		600.08	
138782	PI0709 005924				VENDOR TOTAL *	2,119.49	
0005458	HALL & FOREMAN, INC	02 05/08/2009	018-4760-430.21-06	PROF SRVS 02/28-03/27/09		9,400.00	
5903205	PI0698 006269				VENDOR TOTAL *	9,400.00	
0004447	HELT ENGINEERING, INC.	02 05/08/2009	001-4720-410.21-09	MARCH09 ENGINEERING SRVS		1,000.00	
9217	PI0672 006162	02 05/08/2009	001-4720-410.21-06	WORK PRFRMD 3/16-03/31/09		1,125.00	
9223	PI0677 006262	02 05/08/2009	018-4760-430.21-06	WORK PRFRMD 3/16-03/31/09		6,580.00	
9218	PI0669 005615	02 05/08/2009					

BANK: 02

VENDOR NAME	INVOICE NO	VOUCHER P.O. NO	BK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
HELT ENGINEERING, INC.	0004447							
	9222	PI0673	006189	02 05/08/2009	018-4760-430-21-06	WORK PRFRMD 3/16-03/31/09	3,992.50	
	9221	PI0674	006201	02 05/08/2009	018-4760-430-21-06	WORK PRFRMD 3/16-03/31/09	1,059.00	
	9219	PI0675	006215	02 05/08/2009	018-4760-430-21-06	WORK PRFRMD 3/16-03/31/09	122.50	
	9220	PI0676	006261	02 05/08/2009	018-4760-430-21-09	WORK PRFRMD 3/16-03/31/09	922.69	
HOBART SERVICE	0003383					VENDOR TOTAL *	14,801.69	
	24480368	PI0680	006289	02 05/08/2009	001-4630-463.23-04	DISHWASHER REPAIRS	2,328.12	
HOCKETT'S BUILDERS SUPPLY	0000621					VENDOR TOTAL *	2,328.12	
	384293	000652		02 05/08/2009	001-4630-463.32-04	PR/JP/CHALK	28.71	
HOLLOWAY CHIP	0004139					VENDOR TOTAL *	28.71	
	4702-04/03/09	000652		02 05/08/2009	113-6010-601.25-01	CC/MA/LEAGUE OF CA CTYS	167.75	
HOME DEPOT CREDIT SERVICES	0004931					VENDOR TOTAL *	167.75	
	2995147	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/TAPE, SLVNT,ADPTR	14.22	
	4132253	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/RTRN NO KINK BIBB	6.99-	
	4015919	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/NO KINK BIBBS	13.36	
	3035936	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/PVC BALL VLV	2.09	
	913977	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/RTRN TL CONN	21.61-	
	9015324	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/TL CONN, TL PLUG	46.40	
	9015341	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/TL CONN, ELECTRODES	122.96	
	4994826	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/ROTOR	86.51	
	4035876	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/WIRE CONN	9.70	
	4994848	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/PVC COUPLING	9.42	
	9994274	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/PVC BUSHING	5.09	
	4102652	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/4 PAK LOCK	21.64	
	15163	000659		02 05/08/2009	001-4630-463.32-04	PR/JP/ANGLE VALVE	14.04	
	4015929	000659		02 05/08/2009	005-4552-455.37-01	WW/JH/BLEACH,37.5 LB TAB	142.57	
	5097976	000659		02 05/08/2009	005-4554-455.31-01	WW/JH/TOW CHAIN	77.85	
	6102228	000659		02 05/08/2009	005-4554-455.31-01	WW/JH/ACTION HOE,BAR	51.90	
	3016122	000659		02 05/08/2009	005-4554-455.32-04	WW/JH/HL SS CA GS CP, FLTR	153.43	
	3022584	000659		02 05/08/2009	111-6119-619.31-01	MIS/CE/SMALL TOOLS	151.69	
	8051055	000659		02 05/08/2009	111-6119-619.31-01	MIS/CB/TOOL KIT	648.42	
	6022947	000659		02 05/08/2009	130-6510-651.32-04	CH/JP/GROUND LIGHTS	15.12	
	2016218	000659		02 05/08/2009	130-6510-651.32-04	CH/JP/NO KINK BIBB STRAP	13.98	
	3098344	000659		02 05/08/2009	130-6510-651.32-04	CH/JP/TROWEL,5000PSI QUIK	35.44	
	2098607	000659		02 05/08/2009	130-6510-651.32-04	CH/JP/PATCH	7.86	
	3016107	000659		02 05/08/2009	130-6510-651.32-04	CH/JP/WEDGE ANCHOR	22.05	
	5035814	000659		02 05/08/2009	130-6510-651.32-04	CH/JP/PRUNING SHEAR	9.71	
	97196	000659		02 05/08/2009	130-6510-651.32-04	CH/JP/CITY HALL SIGN RPR	56.99	
	9015296	000659		02 05/08/2009	130-6510-651.32-04	CH/JP/4S00WCOR1	56.02	
						VENDOR TOTAL *	1,759.86	

EXPENDITURE APPROVAL LIST
 AS OF: 05/08/2009 CHECK DATE: 05/08/2009

PREPARED 05/07/2009, 12:13:08
 PROGRAM: GM339L
 CITY OF RIDGECREST
 UNION BANK-GENERAL CHECKING

BANK: 02

INVOICE NO	VENDOR NAME	VOUCHER P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0004818	HSBC BUSINESS SOLUTIONS (COSTCO)	000652	02 05/08/2009	001-4620-462.38-02	PR/JP/CANDY	108.22	
2785300							
0000642	ICMA RETIREMENT TRUST-457				VENDOR TOTAL *	108.22	
PEE 05/03/09	PR0508		02 05/08/2009	001-0000-218.10-02	PPE 05/03/09	32,823.86	
					VENDOR TOTAL *	32,823.86	
0002901	INTL PERSONNEL MGMT ASSOC				VENDOR TOTAL *	211.62	
24135278			02 05/08/2009	113-6118-618.25-06	HR/RR/POLICE TEST		
					VENDOR TOTAL *	211.62	
0001571	INYO LEASING, INC.				VENDOR TOTAL *	215.56	
451923			02 04/24/2009	140-6710-671.35-10	PW/EC/RADIATOR		
490028			02 04/24/2009	140-6710-671.35-10	PW/EC/RTRN REMAN STATER	358.30-	
490029			02 04/24/2009	140-6710-671.35-10	PW/EC/KROIL	84.37	
490982			02 04/24/2009	140-6710-671.35-10	PW/EC/NAPA HND	12.44	
493788			02 05/08/2009	140-6710-671.35-10	PW/EC/RETAINER	6.48	
490774			02 05/08/2009	140-6710-671.35-10	PW/EC/SLEEVE, BRAKE HOSE	11.85	
					VENDOR TOTAL *	27.60-	
0005395	IPRINT TECHNOLOGIES, INC				VENDOR TOTAL *	811.89	
166940			02 05/08/2009	112-6119-619.34-03	MIS/CB/TONER		
					VENDOR TOTAL *	811.89	
0000649	IWV WATER DISTRICT				VENDOR TOTAL *	154.93	
7986038APR09			02 05/08/2009	001-4210-421.22-03	PD/RS/03/04-04/03/09 SRVS	128.64	
1137			02 05/08/2009	001-4630-463.22-03	PR/JP/METER EXCHANGE	42.11	
7986001APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/05-04/06/09 SRVS	130.36	
7986004APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/10-04/10/09 SRVS	17.96	
7986005APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/10-04/10/09 SRVS	18.04	
7986006APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/10-04/10/09 SRVS	143.96	
7986009APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/05-04/07/09 SRVS	1,326.29	
7986010APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/02-04/01/09 SRVS	519.83	
7986011APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/02-04/01/09 SRVS	111.51	
7986012APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/02-04/01/09 SRVS	18.08	
7986013APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/02-04/01/09 SRVS	735.85	
7986014APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/02-04/01/09 SRVS	82.93	
7986015APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/03-04/02/09 SRVS	46.58	
7986016APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/03-04/02/09 SRVS	82.93	
7986017APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/03-04/01/09 SRVS	82.22	
7986018APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/02-04/01/09 SRVS	170.74	
7986019APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/05-04/07/09 SRVS	61.04	
7986021APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/02-04/01/09 SRVS	138.97	
7986022APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/02-04/01/09 SRVS	42.11	
7986023APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/03-04/02/09 SRVS	42.11	
7986024APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/03-04/02/09 SRVS	26.07	
7986025APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/05-04/02/09 SRVS	130.36	
7986026APR09			02 05/08/2009	001-4630-463.22-03	PR/JP/03/02-04/01/09 SRVS		

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VENDOR NAME	INVOICE NO	VOUCHER P. O. NO	BK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000649 IWV WATER DISTRICT							
7986028APR09	001737	02	05/08/2009	001-4630-463-22-03	PR/JF/03/02-04/03/09 SRVS	130.36	
7986030APR09	001737	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/10/09 SRVS	54.30	
7986031APR09	001737	02	05/08/2009	001-4630-463-22-03	PR/JF/03/02-04/01/09 SRVS	26.07	
7986032APR09	001737	02	05/08/2009	001-4630-463-22-03	PR/JF/03/02-04/03/09 SRVS	26.78	
7986033APR09	001109	02	05/08/2009	001-4630-463-22-03	PR/JF/03/05-04/07/09 SRVS	17.44	
7986034APR09	001737	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/09/09 SRVS	131.78	
7986035APR09	001737	02	05/08/2009	001-4630-463-22-03	PR/JF/03/02-04/01/09 SRVS	26.07	
7986036APR09	000109	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/10/09 SRVS	26.07	
7986046APR09	000215	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/10/09 SRVS	140.43	
7986047APR09	000215	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/10/09 SRVS	168.35	
7986048APR09	000215	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/10/09 SRVS	148.72	
7986049APR09	000215	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/10/09 SRVS	139.84	
7986050APR09	000215	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/10/09 SRVS	169.46	
7986051APR09	000215	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/15/09 SRVS	138.39	
7986052APR09	000215	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/15/09 SRVS	140.59	
7986053APR09	000215	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/15/09 SRVS	138.70	
7986054APR09	000215	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/15/09 SRVS	142.47	
7986055APR09	000215	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/16/09 SRVS	141.76	
7986056APR09	000215	02	05/08/2009	001-4630-463-22-03	PR/JF/03/10-04/16/09 SRVS	133.24	
7986008APR09	000322	02	05/08/2009	002-4340-434-22-03	ST/EC/03/04-04/07/09 SRVS	142.15	
7986039APR09	000322	02	05/08/2009	002-4340-434-22-03	ST/EC/03/02-03/26/09 SRVS	29.04	
8026001APR09	000322	02	05/08/2009	005-4554-455-22-03	WW/JE/03/02-03/26/09 SRVS	29.04	
7986037APR09	000322	02	05/08/2009	140-6710-671-22-03	PW/EC/03/04-04/07/09 SRVS	45.09	
					VENDOR TOTAL *	6,539.76	
0003024 IWV 2000 / CHINA LAKE ALLIANCE							
998839	000652	02	05/08/2009	001-4451-445-25-01	CD/JM/NAVAIR LUNCH	60.00	
998839	000652	02	05/08/2009	113-6010-601-25-01	CC/EP/NAVAIR LUNCH	30.00	
					VENDOR TOTAL *	90.00	
0003728 J. J. KELLER & ASSOC., INC.							
78466379	000652	02	05/08/2009	003-4360-436-34-01	TR/DC/DAILY LOGS	100.01	
					VENDOR TOTAL *	100.01	
0001837 JANSEN ANIMAL HOSPITAL							
38224	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-ARMSTRONG	54.00	
38233	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-BAILLEY	54.00	
38005	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-BAYARENA	54.00	
38003	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-BRISTOW	29.00	
38222	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-BRUBAKER	54.00	
38171	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-CARTER	43.00	
38085	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-CHAPMAN	54.00	
38230	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-CLARK	43.00	
38087	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-CLODT	54.00	
37970	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-HAUGEN	54.00	
37737	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-KARLE	29.00	
37736	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-KARLE	39.00	
37733	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-KARLE	54.00	

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VENDOR NAME	VOUCHER NO	P.O. NO	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
JANSEN ANIMAL HOSPITAL	0001837							
	38128	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-KNAPP	43.00	
	38015	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-MONTENEGRO	54.00	
	37972	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-OLSON	54.00	
	38088	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-OROZCO	43.00	
	37845	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-SLAGER	54.00	
	38083	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-WEAVER	29.00	
	38164	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-WILLIS	54.00	
	38082	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-WILSON	54.00	
	38090	000663	02	05/08/2009	001-0000-220.05-00	PD/TS/SPAY/NEU-YELLAND	54.00	
	38289	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-MILLER	5.00	
	37848	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-MURPHY	5.00	
	37936	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-ALLEN	5.00	
	37734	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-ALLEN	5.00	
	38215	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-KARLE	5.00	
	38110	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-LEONARD	5.00	
	37891	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-CARPENTER	5.00	
	37945	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-CARPENTER	5.00	
	37971	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-ONEY	5.00	
	38017	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-STALFORD	5.00	
	38006	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-STALFORD	5.00	
	38042	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-HAUGEN	5.00	
	38085	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-HAUGEN	5.00	
	38091	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-MONTENEGRO	5.00	
	38144	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-BAYARENA	5.00	
	38172	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-POLTON	5.00	
	38213	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-POLTON	5.00	
	38213	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-CHAPMAN	5.00	
	38214	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-YELLAND	5.00	
	38225	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-YSLIAS	5.00	
	38231	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-CARTER	5.00	
	38223	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-LASATER	5.00	
	38383	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-LASATER	5.00	
	38156	000664	02	05/08/2009	001-0000-220.06-00	PD/TS/RABIES-LONGREAR	5.00	
						PD/TS/RABIES-ARMSTRONG	5.00	
						PD/TS/RABIES-CLARK	5.00	
						PD/TS/RABIES-BRUBAKER	5.00	
						PD/TS/RABIES-SZYNDRA	5.00	
						PD/TS/RABIES-SZYNDRA	5.00	
						PD/TS/RABIES-WADE	5.00	
						VENDOR TOTAL *	1,179.00	
JIM CHARLON FORD, INC.	0000398							
	FOR26284	000652	02	05/08/2009	140-6710-671.35-10	PW/EC/FAN & MOTOR R290	491.68	
						VENDOR TOTAL *	491.68	
JOBS AVAILABLE	0000690							
	909034	000652	02	05/08/2009	113-6118-618.26-04	HR/RF/AD-CITY ENGINEER	441.00	
						VENDOR TOTAL *	441.00	
JOHNSON, A. PATRICE	0005198							
	4/29/09	000652	02	05/08/2009	001-4620-462.28-15	PR/JP/ADULT COOKING CLASS	462.00	
						VENDOR TOTAL *	462.00	

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VEND NO	VENDOR NAME	INVOICE NO	VOUCHER P.O. NO	BK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0005376	KNEHANS, TED			02 05/08/2009	001-4620-462.28-15	PR/JP/SOCCER OFFICIAL	135.00	
4/03-04/25/09	000662							
0001907	KNORR SYSTEMS INC.			02 05/08/2009	001-4630-463.37-01	VENDOR TOTAL *	135.00	
S197492	PI0689	006133				CYANURIC ACID, CLCM CHLRD	575.56	
0005258	LEAGUE OF CALIF CITIES - DMD			02 05/08/2009	113-6010-601.25-01	VENDOR TOTAL *	575.56	
4/20/09	000652					CC/EP/LEGISLATIVE DINNER	45.00	
0000784	LEMIEUX & O'NEIL A PROFESSIONA			02 05/08/2009	113-6040-604.21-08	VENDOR TOTAL *	45.00	
4/30/09	000665					AD/MA/SRVS THRU 04/30/09	2,871.23	
5/01/09	PI0707	006140		02 05/08/2009	113-6040-604.21-03	1ST 1/2 MAY09 RETAINER	1,500.00	
0005353	LLOYD, NATHANAE			02 05/08/2009	001-0000-115.02-10	VENDOR TOTAL *	4,371.23	
5/10-05/15/09	000665					PD/MA/TA TRAFFIC COLL INV	275.00	
0009999	LUNDWALL, NEIL			02 05/08/2009	005-0000-393.00-00	VENDOR TOTAL *	275.00	
7-1190	000653					WM/JM/SEWER REIMB FEES	3,280.68	
0002578	MAKI, ROBERT			02 05/08/2009	001-4620-462.28-15	VENDOR TOTAL *	3,280.68	
4/03-04/25/09	000662					PR/JP/SOCCER OFFICIAL	510.00	
0003329	MCI COMM SERVICE			02 05/08/2009	001-4210-421.26-03	VENDOR TOTAL *	510.00	
7N987884	APR09	000665				PD/RS/STMNT END 04/19/09	18.13	
0005098	MEINERT'S INDUSTRIAL SUPPLIES			02 05/08/2009	001-4630-463.32-03	VENDOR TOTAL *	18.13	
S201A	000653					PR/JP/PLUG	17.19	
5175A	000653			02 05/08/2009	005-4554-455.37-01	WM/JB/NITRILE GLOVES	35.14	
0002877	MENDENHALL, STEVE			02 05/08/2009	001-4620-462.28-15	VENDOR TOTAL *	52.33	
4/20-04/30/09	000653					PR/JP/SOFTBALL OFFICIAL	72.00	
0002746	MILLER, LARRY			02 05/08/2009	001-0000-115.01-60	VENDOR TOTAL *	72.00	
5/11-05/15/09	000653					PW/MA/TA RESIDENT ENGR	200.00	
0005241	MISSION LINEN AND UNIFORM SUPPLY			02 05/08/2009	001-4630-463.28-01	VENDOR TOTAL *	200.00	
S35518	000653					PR/JP/LINEN RENTALS	85.76	
						VENDOR TOTAL *	85.76	

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VEND NO	VENDOR NAME	VOUCHER NO	P. O. NO	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000840	MODERN TROPHY				02 05/08/2009	210-5300-530.29-09	CD/JM/EARTH DAY SHIRTS	1,735.57	
90134	000653								
0005046	MOJAVE DESERT BANK						VENDOR TOTAL *	1,735.57	
44200274MAY09	PI0705	006138	02	05/08/2009	900-4630-463.51-01		PYMNT390F81-ROOF REPAIR	2,991.66	
44200274MAY09	PI0706	006138	02	05/08/2009	900-4630-463.52-01		PYMNT390F81-ROOF REPAIR	822.47	
0009999	MONTESS, STEVE						VENDOR TOTAL *	3,814.13	
3525/1119/1892	000653				02 05/08/2009	001-0000-220.07-00	PR/JF/RM DEP RFND-MONTES	250.00	
0005631	MORRIS, WILLIAM MICHAEL						VENDOR TOTAL *	250.00	
4/20-04/30/09	000653				02 05/08/2009	001-4620-462.28-15	PR/JF/SOFTBALL OFFICIAL	144.00	
0001403	MOTION TIRE & WHEEL						VENDOR TOTAL *	144.00	
98060	000653				02 05/08/2009	001-4630-463.23-03	PR/JF/TIRE REPAIR	8.00	
98070	000653				02 05/08/2009	001-4630-463.23-03	PR/JF/TIRE TUBE	16.24	
98055	000653				02 05/08/2009	140-6710-671.35-10	PW/EC/TIRES R282	608.68	
98004	000653				02 05/08/2009	140-6710-671.35-10	PW/EC/TIRES R244	449.01	
0004359	MOULTON, HEATHER						VENDOR TOTAL *	1,081.93	
4/20-04/30/09	000653				02 05/08/2009	001-4620-462.28-15	PR/JF/SOFTBALL OFFICIAL	120.00	
0005568	MULLINS, AARON						VENDOR TOTAL *	120.00	
105	PI0708	006200	02	05/08/2009	113-6020-602.21-09		MAY09 MONTHLY RETAINER	1,000.00	
0005188	NEEL, JERIAH D						VENDOR TOTAL *	1,000.00	
4/03-04/25/09	000662				02 05/08/2009	001-4620-462.28-15	PR/JF/SOCCER OFFICIAL	120.00	
0004400	NEEL, JORDAN						VENDOR TOTAL *	120.00	
4/03-04/25/09	000662				02 05/08/2009	001-4620-462.28-15	PR/JF/SOCCER OFFICIAL	90.00	
0004039	OGDEN BENEFITS ADMINISTRATION, INC						VENDOR TOTAL *	90.00	
MAY09 ADMIN FEPR0508					02 05/08/2009	001-0000-218.07-03	MAY09-DENTAL ADMN FEES	475.00	
0000913	PACIFIC GAS & ELECTRIC CO.						VENDOR TOTAL *	475.00	
2653522090DC08	000665				02 05/08/2009	001-4630-463.22-01	PR/JF/12/06/08-1/6/09 SRV	949.95	
2653522090JUN09	000665				02 05/08/2009	001-4630-463.22-01	PR/JF/01/07-02/05/09 SRV	2,277.97	
2653522090FEB09	000665				02 05/08/2009	001-4630-463.22-01	PR/JF/02/06-03/09/09 SRV	2,253.79	
2653522090MR09	000665				02 05/08/2009	001-4630-463.22-01	PR/JF/03/10-04/08/09 SRV	1,859.30	

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VEND NO	VENDOR NAME	VOUCHER NO	P. O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0005632	RIVERS, RICHARD LEE				02 05/08/2009	001-4620-462.28-15	PR/JP/SOFTBALL OFFICIAL	144.00	
4/20-04/30/09		000653							
0005597	ROUTEMATCH SOFTWARE, INC						VENDOR TOTAL *	144.00	
5323C	PI0700	006278	02	05/08/2009	003-4361-436.41-39	003-4361-436.41-39	ROUTEMATCH MDC HARDWARE	11,755.67	
5323B	PI0701	006279	02	05/08/2009	003-4361-436.41-39	003-4361-436.41-39	ROUTE WATCH MDC-HARDWARE	23,511.33	
5323A	PI0702	006280	02	05/08/2009	003-4361-436.41-23	003-4361-436.41-23	ROUTEMATCH LICENSE MODULE	12,500.00	
0001059	S.A.S.S.						VENDOR TOTAL *	47,767.00	
42504	PI0692	006171	02	05/08/2009	005-4554-455.28-11	005-4554-455.28-11	WW TEMP WEEK END 4/04/09	386.45	
42524	PI0693	006171	02	05/08/2009	005-4554-455.28-11	005-4554-455.28-11	WW TEMP WEEK END 4/11/09	471.60	
0004759	SANDERS, MATTHEW						VENDOR TOTAL *	858.05	
4/03-04/25/09		000662				001-4620-462.28-15	PR/JP/SOCCER OFFICIAL	180.00	
0004650	SANTA FE WINWATER WORKS						VENDOR TOTAL *	180.00	
5773	000655					005-4552-455.23-05	WW/JH/GRADE RINGS	141.81	
0002008	SECURITY ENGINEERING						VENDOR TOTAL *	141.81	
47337	000654					001-4630-463.32-04	CH/JP/KEYS	7.23	
47267	000654					130-6510-651.32-04	CH/JP/2 KEY COPIES	6.50	
0004408	SLOAN, TERESITA						VENDOR TOTAL *	13.73	
4/22-04/24/09		000654				001-0000-115.01-50	FN/MA/CLR TA CMTA CONF	217.97	
4/22-04/24/09		000654				001-4150-415.25-01	FN/MA/CLR TA CMTA CONF	227.97	
0003032	SMITH PIPE & SUPPLY INC.						VENDOR TOTAL *	10.00	
1999243	000655					130-6510-651.32-04	CH/JP/VALVE	33.07	
0001128	SOUTHERN CALIFORNIA EDISON CO.						VENDOR TOTAL *	33.07	
3001256853	APR09000665					002-4310-431.22-02	ST/LW/04/02-05/01/09 SRVS	27.37	
3001256857	APR09000665					002-4310-431.22-02	ST/LW/04/02-05/01/09 SRVS	39.32	
0005229	SPARKLETTIS						VENDOR TOTAL *	66.69	
4362596APR09	000720					001-4150-415.29-09	FN/TS/DRINKINGWTR/CLR RNT	11.49	
4362596APR09	001054					001-4199-419.29-09	PW/TS/DRINKINGWTR/CLR RNT	53.94	
4362596APR09	001055					001-4199-419.29-09	PD/TS/DRINKINGWTR/CLR RNT	70.92	
4362596APR09	001057					001-4199-419.29-09	ND/TS/DRINKINGWTR/CLR RNT	53.94	
4362596APR09	001057					001-4210-421.29-09	PD/TS/DRINKINGWTR/CLR RNT	68.84	
4362596APR09	001056					001-4630-463.32-09	PR/TS/DRINKING WATER	50.94	

BANK: 02

VEND NO	VENDOR NAME	VOUCHER NO	P.O. NO	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0005229	SPARKLETT'S				02 05/08/2009	001-4630-463.28-01	PR/TS/COOLER RENT	3.00	
4362596APR09		001057			02 05/08/2009	001-4630-463.28-01	PR/TS/COOLER RENT	3.00	
4362596APR09		001057			02 05/08/2009	005-4554-455.22-03	WW/TS/DRINKINGWTR/CLR RNT	164.31	
4362596APR09		001057							
0005340	STAHLELI, W. TYRELL				02 05/08/2009	001-0000-115.01-50	VENDOR TOTAL *	480.38	
4/22-04/24/09		000654			02 05/08/2009	001-4150-415.25-01	FN/NA/CLR TA CMTA CONF	217.97-	
4/22-04/24/09		000654						239.75	
0005177	STAPLES BUSINESS ADVANTAGE						VENDOR TOTAL *	21.78	
3117096382		000658			02 05/08/2009	001-4210-421.34-01	PD/RS/LASER FAX	193.04	
3117984473		000658			02 05/08/2009	001-4430-443.34-01	CD/JM/BINDER CLIPS	9.48	
3118224410		000658			02 05/08/2009	001-4451-445.34-01	CD/JM/FOLDERS, DIVIDERS	44.18	
3117984474		000658			02 05/08/2009	001-4451-445.34-01	CD/JM/BINDR CLPS, INDX CRD	36.40	
3117984473		000658			02 05/08/2009	001-4451-445.34-01	CD/JM/POSTITS, TABS, INDX	25.63	
3118224410		000658			02 05/08/2009	001-4480-448.34-01	CD/JM/DIVIDERS, BINDERS	67.91	
3117984473		000658			02 05/08/2009	001-4480-448.34-01	CD/JM/PENS, LTR PADS	36.65	
3117437684		000658			02 05/08/2009	001-4610-461.34-01	PR/JP/CLIPS, BOXES	55.26	
3117984473		000658			02 05/08/2009	001-4710-410.34-01	PW/JM/NOTE CUBE, BNDR CLPS	30.05	
3118224410		000658			02 05/08/2009	001-4720-410.34-01	PW/JM/HIGHLIGHTER, PPR CLPS	37.17	
3118224411		000658			02 05/08/2009	002-4340-434.34-01	ST/JM/PAPER, MARKERS	92.08	
3118452898		000658			02 05/08/2009	111-6119-619.34-01	MIS/CB/CHAIR	238.14	
3117459530		000658			02 05/08/2009	111-6119-619.34-01	MIS/CB/OFFICE SUPPLIES	465.52	
3117459531		000658			02 05/08/2009	111-6119-619.34-01	MIS/CB/CALENDARS	45.66	
3117437681		000658			02 05/08/2009	111-6119-619.34-01	MIS/CB/CHAIR, MONITR STND	453.55	
3117939347		000658			02 05/08/2009	111-6119-619.34-01	MIS/CB/CHAIR, TONR, BRF CSE	441.32	
3117955941		PI0704	006011		02 05/08/2009	112-6119-619.34-05	STOCK PAPER	2,479.79	
3117459533		000658			02 05/08/2009	113-6020-602.34-01	AD/EP/BINDER CLIPS	4.32	
3115878512		000658			02 05/08/2009	113-6020-602.34-01	AD/EP/TONER	128.68	
3118469667		000658			02 05/08/2009	113-6030-603.34-01	AD/RG/TABS	7.86	
3118224408		000658			02 05/08/2009	113-6115-615.34-01	FN/TS/DESK SORTERS	41.89	
0002324	STATE WATER RESOURCE CNTRL BRD						VENDOR TOTAL *	4,934.58	
10943FY09		000655			02 05/08/2009	005-4554-455.28-07	WW/DS/GP CERT RNWL GRD3	170.00	
0001941	STATER BROS. MARKETS						VENDOR TOTAL *	170.00	
1090302		000655			02 05/08/2009	001-4210-421.38-01	PD/RS/SNACKS	12.27	
1090305		000655			02 05/08/2009	001-4260-426.38-01	PD/RS/SUB SANDWICH	29.97	
1090318		000655			02 05/08/2009	066-4610-410.29-10	PD/RS/FOOD TRAYS	93.39	
0001175	T & T ALIGNMENT INC.						VENDOR TOTAL *	135.63	
15997		000655			02 05/08/2009	140-6710-671.35-10	PW/EC/ALIGN FRNT END R320	50.00	
15557		000655			02 05/08/2009	140-6710-671.35-10	PW/EC/ALIGN FRNT END R291	50.00	
							VENDOR TOTAL *	100.00	

BANK: 02

VEND NO	VENDOR NAME	VOUCHER NO	P. O. NO	BANK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0005185	THOMPSON, BRIAN J	4/03-04/25/09	000662	02	05/08/2009	001-4620-462.28-15	PR/JP/SOCCER OFFICIAL	80.00	
0001595	TOSTI, MIKEL	4/20-04/30/09	000655	02	05/08/2009	001-4620-462.28-15	VENDOR TOTAL *	80.00	
0001649	TOSTI, SHERRY	4/20-04/30/09	000655	02	05/08/2009	001-4620-462.28-15	PR/JP/SOFTBALL OFFICIAL	72.00	
0004724	UCN			02	05/08/2009	001-4620-462.28-15	VENDOR TOTAL *	72.00	
121331982				02	05/08/2009	130-6510-651.26-04	CH/JP/03/15-04/15/09 SRVS	351.00	
0003740	UFCW UNION #1036			02	05/08/2009	001-0000-218.03-01	VENDOR TOTAL *	308.00	
MAY09 DUES	PRO508			02	05/08/2009	001-4630-463.32-04	MAY09 RACE UNION DUES	782.50	
0001637	UNITED RENTALS, INC.			02	05/08/2009	001-4630-463.32-04	VENDOR TOTAL *	782.50	
80889252001				02	05/08/2009	001-4630-463.32-04	PR/JP/PROPANE	14.24	
0005460	US BANK (CALCARDS)			02	05/08/2009	001-4210-421.38-01	VENDOR TOTAL *	14.24	
3/23/09AGOSTINA000656				02	05/08/2009	001-4210-421.38-01	ED/RS/DRINKS, PIZZA INYKRN	77.82	
3/23/09AGOSTINA000656				02	05/08/2009	001-4210-421.38-01	ED/RS/PIZZA-BHS EXPLORERS	47.19	
3/23/09AGOSTINA000656				02	05/08/2009	001-4210-421.38-01	ED/RS/FOOD FOR EXPLORERS	23.99	
3/23/09AGOSTINA000656				02	05/08/2009	001-4210-421.38-01	ED/RS/FOOD FOR EXPLORERS	33.56	
3/23/09AGOSTINA000656				02	05/08/2009	001-4210-421.38-01	ED/RS/PIZZA-SAINT ANNS	37.25	
3/23/09PONEK 000656				02	05/08/2009	001-4620-462.36-02	PR/JP/REFUND	59.61-	
3/23/09PONEK 000656				02	05/08/2009	001-4620-462.36-01	PR/JP/SOCCER JERSEYS	540.52	
3/23/09CLARKG 000656				02	05/08/2009	001-4620-462.36-01	PR/JP/RETURN FOOTBALL	16.14-	
3/23/09CLARKG 000656				02	05/08/2009	001-4620-462.36-01	PR/JP/PENALTY FLAGS	38.30	
3/23/09PEARSON 000656				02	05/08/2009	001-4620-462.36-01	PR/JP/RETURN PENS	18.53-	
3/23/09PEARSON 000656				02	05/08/2009	001-4620-462.36-01	PR/JP/TROPHYS	78.75	
4/22/09PONEK 000656				02	05/08/2009	001-4620-462.36-01	PR/JP/RULE BOOKS	31.55	
4/22/09PONEK 000656				02	05/08/2009	001-4620-462.36-01	PR/JP/JERSEYS	510.40	
3/23/09PONEK 000656				02	05/08/2009	001-4630-463.32-01	PR/JP/PODIUM MAHOAGNY	1,242.91	
3/23/09PONEK 000656				02	05/08/2009	001-4630-463.32-04	PR/JP/SPOT SPRAYER GUN	16.58	
3/23/09BROWN 000656				02	05/08/2009	001-4630-463.32-03	PR/JP/COMMERCIAL DISPOSER	1,815.40	
3/23/09BROWN 000656				02	05/08/2009	001-4630-463.32-03	PR/JP/ASSY STARTER	320.74	
3/23/09BROWN 000656				02	05/08/2009	001-4630-463.32-04	PR/JP/PULSE START METAL	175.01	
3/23/09BROWN 000656				02	05/08/2009	001-4630-463.32-04	PR/JP/TOILET	413.51	
3/23/09BROWN 000656				02	05/08/2009	001-4630-463.32-01	PR/JP/CXLD MEMBERSHIP	77.90-	
3/23/09BROWN 000656				02	05/08/2009	001-4630-463.32-04	PR/JP/6 V SCREW	79.47	
4/22/09SHARKER 000656				02	05/08/2009	001-4710-410.25-01	PW/DS/MEALS-TRAINING	38.20	
4/22/09SPEER 000656				02	05/08/2009	001-4710-410.25-01	PW/DS/FUEL, FOOD, LODGING	640.27	
4/22/09VANDERPO000656				02	05/08/2009	003-4360-436.25-01	TR/DS/REG AUTO ELEC TRNG	100.00	

PREPARED 05/07/2009, 12:13:08
 PROGRAM: GM339L
 CITY OF RIDGECREST
 UNION BANK-GENERAL CHECKING

EXPENDITURE APPROVAL LIST
 AS OF: 05/08/2009 CHECK DATE: 05/08/2009

BANK: 02

VENDOR NAME VOUCHER P.O. NO. BNK CHECK/DUE DATE ACCOUNT NO. ITEM DESCRIPTION CHECK AMOUNT EFT OR HAND-ISSUED AMOUNT

0005460 US BANK (CALCARDS) 4/22/09HOLLOWAY000657 02 05/08/2009 113-6010-601.25-01 CC/EP/ICSC REFUND 340.00-
 4/22/09HOLLOWAY000657 02 05/08/2009 113-6010-601.25-01 CC/EP/LCC-LODNG FODD,PRK 165.47
 4/22/09HOLLOWAY000657 02 05/08/2009 113-6010-601.25-01 CC/EP/LODGING,FOOD,PARKNG 636.26
 4/22/09PEARSON 000656 02 05/08/2009 130-6510-651.32-04 CH/JFP/SUMMER DECOR 49.34

VENDOR TOTAL * 6,600.31
 0001045 US FOODSERVICE 43406155 000655 02 05/08/2009 001-4620-462.38-02 PR/JFP/SODA SYRP,ICE CREAM 523.18
 43406141 000655 02 05/08/2009 001-4620-462.38-02 PR/JFP/POPCORN 28.00

0001258 VALIC PPE 05/03/09 PR0508 02 05/08/2009 001-0000-218.10-01 PPE 05/03/09 DEF COMP 876.92
 VENDOR TOTAL * 876.92

0005054 VANDERPOOL, HURLEY 5/11-05/14/09 000655 02 05/08/2009 003-0000-115.03-61 TR/MA/TA AUTO ELECTL TRN 175.00
 VENDOR TOTAL * 175.00

0004720 VERIZON BUSINESS 68765893 000655 02 05/08/2009 111-6119-619.26-07 MIS/CB/MAY09 T1 LINE 1,049.72
 VENDOR TOTAL * 1,049.72

0000308 VERIZON CALIFORNIA 7601810319APR09000655 02 05/08/2009 001-4210-421.26-06 PD/RS/04/01-05/01/09 SRVS 83.86
 7601810311APR09000655 02 05/08/2009 001-4210-421.26-06 PD/RS/04/01-05/01/09 SRVS 49.26
 7603758657APR09000655 02 05/08/2009 001-4210-421.26-01 PD/RS/04/19-05/19/09 SRVS 98.74
 7603759817APR09000655 02 05/08/2009 001-4630-463.26-01 PR/JFP/04/19-05/19/09 SRVS 63.54
 7604464631APR09000655 02 05/08/2009 005-4554-455.26-01 WW/JB/04/13-05/13/09 SRVS 57.52
 7603711457APR09000655 02 05/08/2009 130-6510-651.26-01 CH/JFP/04/19-05/19/09 SRVS 122.54

0005581 VORTEX INDUSTRIES, INC 54597581 000655 02 05/08/2009 001-4630-463.23-04 PR/JFP/PRVNT MAINT-PARTNS 1,332.00
 VENDOR TOTAL * 1,332.00

0002135 WAL-MART COMMUNITY 35 000661 02 05/08/2009 001-4210-421.33-01 PD/RS/TOWELS,CLEANERS 246.54
 9799 000661 02 05/08/2009 001-4210-421.39-09 PD/RS/SUN SCREEN 524.49
 302 000661 02 05/08/2009 001-4210-421.33-01 PD/RS/BLEACH 197.97
 6486 000661 02 05/08/2009 001-4630-463.32-04 PR/JFP/CLEANERS,LINERS 80.08

VENDOR TOTAL * 1,049.08
 0009999 WARRICK DAVID E & 453-062-09-00 000597 02 04/03/2009 056-4120-412.29-09 REFUND ON ASSEMNT PRPTY 105151
 CHECK #: 430.66-

0009999 WARRICK, LILLIAN YVONNE 000655 02 05/08/2009 001-4630-463.32-04 PR/JFP/CLEANERS,LINERS 80.08
 VENDOR TOTAL * .00
 CHECK #: 430.66-

BANK: 02

VEND NO	VENDOR NAME	VOUCHER P. O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0009999	WARRICK, LILLIAN YVONNE	453-062-09-00R1000597	02	05/08/2009	056-4120-412.29-09	REFUND ON ASSEMNT PRPTY	430.66	
0001958	WAXIE SANITARY SUPPLY	71217999	02	05/08/2009	130-6510-651.33-01	CH/JP/TOWELS, SOAP	430.66	
0001303	WEST GROUP	818170827	02	05/08/2009	113-6030-603.28-07	AD/RG/CA ANNO CODES	178.60	
0004071	WESTRIDGE TRUE VALUE HOME CNTR	562607	02	05/08/2009	001-4630-463.32-04	PR/JP/BALL VALVE, BSHNG, EL	178.60	
562714		000661	02	05/08/2009	001-4630-463.32-04	PR/JP/RAKE-N-HOE	27.54	
562660		000661	02	05/08/2009	001-4630-463.32-04	PR/JP/NIPPLE, TAPE, ELL	25.43	
562928		000661	02	05/08/2009	001-4630-463.32-04	PR/JP/KEYS	8.52	
562939		000661	02	05/08/2009	001-4630-463.31-01	PR/JP/SPRINKLER WRENCH	3.23	
562669		000661	02	05/08/2009	002-4340-434.32-05	ST/EC/FORTLAND CEMENT	4.10	
562661		000661	02	05/08/2009	002-4340-434.32-05	ST/EC/MORTAR MIX	9.73	
563000		000661	02	05/08/2009	002-4340-434.39-09	ST/EC/AEROSOL COATING	8.64	
562895		000661	02	05/08/2009	005-4554-455.32-04	WW/JH/TUBE,CUTTER, VLV	7.57	
562949		000661	02	05/08/2009	005-4554-455.32-09	WW/JB/COOLER PADS	31.44	
0005530	WHITCOMB, JAMES	4/03-04/25/09	02	05/08/2009	001-4620-462.28-15	VENDOR TOTAL *	128.80	255.00
0005025	WILEY, NATHAN	4/03-04/25/09	02	05/08/2009	001-4620-462.28-15	PR/JP/SOCCER OFFICIAL	96.00	
0005194	WINDSOR BARREL WORKS	20090150	02	05/08/2009	001-4620-462.28-15	VENDOR TOTAL *	96.00	
0005072	4IMPRINT, INC.	1488524	02	05/08/2009	210-5300-530.29-09	PR/JP/SOCCER OFFICIAL	32.00	
			02	05/08/2009	003-4360-436.38-03	CD/JM/CLEAR CANABLE	32.00	
			02	05/08/2009	003-4360-436.38-03	TR/DC/SHIRTS	449.73	
			02	05/08/2009	002-4340-434.39-09	VENDOR TOTAL *	119.75	449.73
			02	05/08/2009	002-4340-434.39-09	VENDOR TOTAL *	119.75	119.75
			02	05/08/2009	002-4340-434.39-09	VENDOR TOTAL *	119.75	119.75
			02	05/08/2009	002-4340-434.39-09	BANK TOTAL *	239,779.99	239,779.99

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Expenditure Approval List (DWR) as of 05/08/2009
PRESENTED BY: Tess Sloan
SUMMARY: Attached is the Expenditure Approval List (DWR), for 05/08/2009: RDA Total: \$11,098.23
FISCAL IMPACT: RRA Fund: \$11,098.23 Reviewed by Interim Administrative Services Director/RDA Treasurer:
ACTION REQUESTED: Receive and file as presented.
CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION: Action as requested: 

Submitted by: Kelly Brewton

Action Date: 05/20/2009

(Rev. 2-14-07)

**Tess
Sloan**

Digitally signed by Tess Sloan
DN: cn=Tess Sloan, o=City of
Ridgecrest, ou=Administrative
Services, email=tsloan@ci.
ridgecrest.ca.us, c=US
Date: 2009.05.13 08:13:29 -07'00'

AS OF: 05/08/2009 CHECK DATE: 05/08/2009

PROGRAM: GM339L
CITY OF RIDGECREST
UNION BANK-RA FUNDS

BANK: 03

VEND NO	INVOICE NO	VENDOR NAME	VOUCHER P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
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0004902	000665	GROUP MARKETING REAL ESTATE, INC.		03 05/08/2009	009-4460-446.28-21	RAA/JW/INTEREST WRITE DMN	8,898.23	
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0000784	000665	LEMIEUX & O'NEIL A PROFESSIONA		03 05/08/2009	009-4460-446.21-03	VENDOR TOTAL *	8,898.23	
4/30/09								
4/30/09							1,700.00	
4/30/09							250.00	

VENDOR TOTAL *

03 UNION BANK-RA FUNDS

BANK TOTAL *

11,098.23