



**City Council
Redevelopment Agency
Financing Authority**

AGENDA

Wednesday

Regular

**Closed Session 5:00 PM
Regular Session 6:00 PM**

August 17, 2011

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

(760) 499-5000

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

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LAST ORDINANCE NO. 11-02
LAST RESOLUTION CITY COUNCIL NO. 11-59
LAST RESOLUTION REDEVELOPMENT AGENCY NO. 11-03
LAST RESOLUTION FINANCING AUTHORITY NO. 11-xx

CITY OF RIDGECREST

**CITY COUNCIL
RIDGECREST REDEVELOPMENT AGENCY
FINANCING AUTHORITY**

AGENDA

Regular Council/Agency Meeting
Wednesday August 17, 2011

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

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

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

In compliance with SB 343. City Council/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 Avenue, Ridgecrest, CA 93555
3. City of Ridgecrest official website at <http://ci.ridgecrest.ca.us>

Pursuant To California Government Code 54953 (B) (1) An Additional Call In Location Has Been Established For A Council Member Who Will Attend This Meeting Via Teleconference At County Inn (Lobby), 44941 Worth Avenue, California MD 20619

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT – CLOSED SESSION

CLOSED SESSION – 5:30 p.m.

- GC54956.9 (A) Conference With Legal Counsel; Existing Litigation; City Of Ridgecrest V. Benz Sanitation, Inc.
- GC54956.9(B) Conference With Legal Counsel, Potential Litigation – Public Disclosure Of Potential Litigant Would Prejudice The City Of Ridgecrest
- GC54957.6 Labor Negotiations – United Food and Commercial Workers Local 8 (UFCW); Police Employee Association of Ridgecrest (PEAR); Mid-Management Group of Employees (MM); Confidential Group of Employees (CO); Management Group of Employees (MG) – Agency Negotiator City Manager Kurt Wilson

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORTS

- Closed Session
- Other

PUBLIC COMMENT

CONSENT CALENDAR

1. Approve A Resolution Of The Ridgecrest City Council Authorizing The City Manager To Enter Into Memorandum Of Agreement With Sierra Sands Unified School District For Law Enforcement Services (School Resource Officer Program) Strand
2. Approve A Resolution Of The City Council Of The City Of Ridgecrest Approving The Final Balancing Change Order In Contract Price In The Amount Of \$500,351.89; And Authorizing The City Manager To Sign The Notice Of Completion; The City Clerk To File The Notice Of Completion; The Finance Director To Transfer Funds And City Staff To Release Retention On The College Heights Boulevard Phase I South China Lake Boulevard To Dolphin Avenue Speer

3. Approve A Resolution Of The City Council Of The City Of Ridgecrest Approving The Final Balancing For Change Order For Contract Price In The Amount Of \$312,354.39; And Authorizing The City Manager To Sign The Notice Of Completion; The City Clerk To File The Notice Of Completion; And City Staff To Release Retention On The College Heights Boulevard Phase II Dolphin To Franklin Speer
4. Approve A Request For Authorization To Enter Into A Warranty Agreement For Pavement Repairs On College Heights Boulevard Phase I & II, Roadway Improvements Project With Bowman Asphalt, Inc And To Authorize The City Manager, To Sign The Agreement Speer
5. Approve A Resolution Of The Ridgecrest City Council To Grant A Designated Period For Two Years Additional Service Credit (Golden Handshake) For The Eligible Local Miscellaneous Member Staheli
6. Approve A Resolution Of The Ridgecrest City Council Declaring And Certifying The Redevelopment Agency Enforceable Obligation Statement Staheli
7. Approve Minutes Of The Regular City Council/Redevelopment Agency Meeting Of July 20, 2011 Ford
8. Approve Minutes Of The Regular City Council/Redevelopment Agency Meeting Of August 3, 2011 Ford

DISCUSSION AND OTHER ACTION ITEMS

9. Approve A Resolution Of The Ridgecrest City Council Designating Voting Delegate And Alternates For The League Of California Cities Annual Conference Wilson
10. Approve A Resolution Of The City Council Of The City Of Ridgecrest Approving The Proposed Public Transportation Modernization, Improvement And Service Enhancement Account (PTMISEA) Transit Projects Speer
11. Approve A Minute Motion for Implementation Of Certain Tax Allocation Refunding Bonds Series 2010 (TAB) Projects Relating To The Old Town Enhancement Program By The Ridgecrest Redevelopment Agency/City Council/Financing Authority McRea

12. Minute Motion Acknowledging A Site Plan Review (SPR 11-03) And Accepting An Appeal Of Approval By The Planning Commission By Resolution 11-09, And Scheduling A Public Hearing Thereon. SPR 11-03 Is An Application To Construct A New Office Building At The SW Corner Of N. China Lake Blvd. And Felspar Ave., APN 067-040-06 McRea
13. Approve A Resolution Of the Ridgecrest City Council Authorizing A Declaration of Support for the California Partnership for the Eastern Sierra Regional Broadband Consortium Holloway
14. Discussion And Presentation To Council With Regards To Federal Lobbyist Holloway/Patin
15. Approval Of An Interim Solid Waste And Recycling Franchise Wilson

ORDINANCES

16. Second Reading And Adoption, Ordinance 11-03, An Ordinance Of The City Of Ridgecrest Electing To Comply With And Participate In The Alternative Voluntary Redevelopment Program Contained In Part 1.9 Of Division 24 Of The California Health And Safety Code Lemieux

PUBLIC COMMENT

DEPARTMENT AND COMMITTEE REPORTS

Infrastructure Committee

Members: Steve Morgan, Jerry Taylor, Craig Porter, James Sanders
Meeting: 2nd Wednesday of the month at 5:00 p.m., Council Conference Room
Next Meeting: September 14, 2011

Quality of Life

Members: Chip Holloway, Jason Patin, Craig Porter, Carter Pope
Meetings: 1st Thursday of every even month at 12:00 p.m.; Kerr-McGee Center
Next Meeting: September 1, 2011

City Organization

Members: Ron Carter, Jerry Taylor, Lois Beres, Christopher LeCornu
Meeting: 3rd Tuesday of the month at 5:00 p.m.; Council Conference Room
Next meeting: September 20, 2011

Community Development Committee

Members: Steve Morgan, Jason Patin, Christopher LeCornu, James Sanders

Meetings: 1st Thursday of the month at 5:00 p.m.; Council Conference Room

Next Meeting: September 1, 2011

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

Members: Ron Carter, Chip Holloway, Ron Strand

Meetings: 2nd Monday of odd numbered months at 6:00 p.m., Kerr-McGee Center

Next Meeting: September 12, 2011

Ridgecrest Area Convention and Visitors Bureau (RACVB)

Members: Chip Holloway, Jason Patin

Meetings: 1st Wednesday of the month, 8:00 a.m.

Next meeting: September 7, 2011 and location to be announced

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER/EXECUTIVE DIRECTOR REPORTS

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

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

PRESENTED BY:

Ronald Strand, Chief of Police

SUMMARY:

For several years, the Ridgecrest Police Department has been providing law enforcement services to the Sierra Sands Unified School District – School Resource Officer Program. Each year, the Memorandum of Agreement (MOA) for this program is reviewed and approved by the governing bodies.

The agreement for this school year (2011 – 2012) remains unchanged from the previous year.

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

FISCAL IMPACT: There are no changes in the reimbursement amounts from the previous year.

School Resource Officer – Reimbursed at 50% actual cost (an estimated \$70,000)

Reviewed by Administrative Services Director:

ACTION REQUESTED:

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

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve a Resolution Authorizing City to enter into an agreement with SSUSD for law enforcement services (School Resource Officer Program)

Submitted by: Ronald Strand
(Rev. 2-14-07)

Action Date: August 17, 2011

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RESOLUTION NO. 11-

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

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

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

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

WHEREAS, SSUSD agrees to reimburse the City 50% of actual costs of the School Resource Officer Program (an estimated \$70,000).

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

APPROVED AND ADOPTED THIS 17th day of August, 2011, by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Ronald H. Carter, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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AGREEMENT

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

WHEREAS, DISTRICT does not maintain a school law enforcement agency pursuant to Section 396780(b) of the California Education Code, and DISTRICT wishes to acquire the services of a sworn peace officer, and

WHEREAS, CITY through the Ridgecrest Police Department, hereinafter referred to as “RPD”, is willing to provide the service of a sworn peace officer.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY agrees to provide the services of a sworn peace officer to serve the DISTRICT at secondary schools within the city limits, specifically Monroe Middle School, Mesquite High School and Burroughs High School.
2. CITY shall supervise the officer through the command structure of the RPD.
3. DISTRICT shall appoint a designated individual to interface with RPD regarding activities of the officer and to interface with such officer in accordance with a joint operating protocol developed between RPD and DISTRICT.
4. At all times during the term of this AGREEMENT, the officer shall be an employee of the CITY, under supervision and control of CITY; and not an employee or agent of DISTRICT; and CITY shall assume responsibility and liability for the activities of the officer.
5. During the term of this AGREEMENT, DISTRICT agrees to reimburse CITY one-half actual cost incurred by CITY in employing the officer. For purpose of this AGREEMENT, actual cost shall be defined as Officer’s salary and benefits, including, but not limited to, health insurance, life insurance, dental insurance, vision insurance, PERS, educational incentive pay, uniform allowance, officer safety equipment, overtime.
6. DISTRICT shall, at its expense, provide CITY with a vehicle suitable for performing the duties of the officer equal to that provided to other officers. In the event that this AGREEMENT is terminated, CITY shall reimburse DISTRICT on a pro rata basis, based on a five-year vehicle life expectancy.

7. THIS AGREEMENT shall be effective **September 1, 2011**, and remain in full force and effect, according to the terms of the original AGREEMENT, for a 12-month period ending **August 31, 2012**. Either party may terminate this AGREEMENT prior to August 31, 2012, by giving ninety (90) days notice to the other party. Notice to CITY shall be in writing, and mailed to or delivered to:

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

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

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

8. Each party to this AGREEMENT hereby holds the other harmless from all claims or lawsuits for damages to property and for injuries to persons arising from each party's performance of its obligations under this AGREEMENT. This obligation will include providing a defense to lawsuits and related services.
9. In the event any dispute arises between the parties concerning the interpretation or enforcement of the Terms and Conditions of this AGREEMENT, the parties hereto agree to submit any such dispute to arbitration pursuant to rules of the American Arbitration Association. Any decision of the American Arbitration Association shall be binding on the parties hereto. In the event that any matter is submitted to arbitration or if legal action or proceeding is taken in connection with the interpretation or enforcement of this AGREEMENT, whether or not such action is arbitrated or litigated, the prevailing party of any such action, proceeding, or arbitration shall be awarded, in addition to its actual costs incurred, its actual attorneys' fees incurred. Actual attorneys' fees means all attorneys' fees incurred by the prevailing party whether or not such attorneys' fees are deemed to be "reasonable" by a court of competent jurisdiction or an arbitrator. Furthermore, the sole and exclusive remedy for the resolution of disputes concerning the enforcement and interpretation of this AGREEMENT shall be arbitration.

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

FOR THE CITY OF RIDGECREST

Ronald Carter, Mayor

Kurt Wilson, City Manager

FOR THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

Tom Pearl, Board President

Joanna Rummer, Superintendent

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Approval of a resolution authorizing the following:

1. Approve the balancing change order cost increase in the amount of \$29,724.99 for a revised final contract amount of \$500,351.89
2. City Manager to sign the Notice of Completion
3. City Clerk to file the Notice of Completion
4. Finance Director to transfer \$15,000 from fund 262, Traffic Impact Fees to the Capital Improvement Account 018-4760-430-4601 ST0603
5. Release of retained funds in the amount of \$50,035.19 thirty (30) days after recordation of the Notice of Completion.

PRESENTED BY:

Dennis Speer, Director of Public Works

SUMMARY:

The project consisted of rehabilitation and widening of an existing asphalt concrete roadway, minor concrete construction and drainage improvements. The approved Caltrans finance letters for construction for phase I and phase II ARRA projects was \$448,460.00 and \$492,169.00 respectively. Council awarded a contract to Bowman Asphalt on 8/4/10 in the amount of \$783,346.55 for phases I and II combined. Work has been completed and, with the exception of retention in the amount of \$50,035.19 (10%), the contractor, Bowman Asphalt, Inc., has been paid in full. During the course of construction some deletions and additions were necessary. The original bid contract amount was \$470,626.70. The final contract amount including all change orders is \$500,351.89. The resulting balancing change order is for a final contract cost increase of \$29,724.99. The change orders for the project represent a 6.3% increase in the original contract amount. See Attachment "A" Final Balancing Contract Change Order.

The Capital Improvement Account 018-4760-430-4601 ST0603 is short of funds by \$15,000.00 of the balancing change order \$29,724.99. These funds will be transferred from Fund 262 Traffic Impact Fees.

FISCAL IMPACT: \$15,000 transfer of funds from Traffic Impact Fees to Phase I, ST0603.

Reviewed by Finance Director

ACTIONS REQUESTED:

- 1.) Approve the balancing change order cost increase in the amount of \$29,724.99 for a revised final contract amount of \$500,351.89.
- 2.) Authorize the City Manager to sign the Notice of Completion,
- 3.) Authorize the City Clerk to file the Notice of Completion,
- 4.) Authorize the Finance Director to transfer \$15,000 from fund 262, Traffic Impact Fees to the Capital Improvement Account 018-4760-430-4601 ST0603.
- 5.) Authorize release of retained funds in the amount of \$50,035.19 thirty (30) days after recordation of the Notice of Completion.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer
(Rev. 6/12/09)

Action Date: August 17, 2011

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RESOLUTION NO. 11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING THE FINAL BALANCING CHANGE ORDER IN CONTRACT PRICE IN THE AMOUNT OF \$500,351.89; AND AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION; THE CITY CLERK TO FILE THE NOTICE OF COMPLETION; THE FINANCE DIRECTOR TO TRANSFER FUNDS AND CITY STAFF TO RELEASE RETENTION ON THE COLLEGE HEIGHTS BOULEVARD PHASE I SOUTH CHINA LAKE BOULEVARD TO DOLPHIN AVENUE.

WHEREAS, Bowman Asphalt Inc., has completed rehabilitation and widening of an existing asphalt concrete roadway, minor concrete construction (sidewalks, accessible ramps), and drainage improvements and

WHEREAS, during the course of construction deletions and additions to the scope of the project were made due to discovery of changed conditions, material changes, extra work, and

WHEREAS, the original bid contract amount was \$470,626.70 and the actual final contract amount including all change orders is \$500,351.89 resulting in a net increase in construction cost of \$29,724.99. Approval of a balancing change order in contract amount of \$500,351.89 is hereby requested, and

WHEREAS, fifteen thousand dollars will be used from Fund 262 to help offset the cost of the final balancing change order; and

WHEREAS, authorization to have the City Manger sign the Notice of Completion and the City Clerk to file the Notice of Completion is hereby requested, and

WHEREAS, retained funds to date in the amount of \$50,035.19 (10%) of the final construction cost will be withheld until 30 days after recordation of the Notice of Completion, and

WHEREAS, Staff is requesting authorization to release the retained funds in the amount of \$50,035.19 thirty (30) days after the recordation of the Notice of Completion providing no claims have been filed against said retained funds;

NOW THEREFORE, be it resolved, that the City Council of the City of Ridgecrest hereby

1. Approve the balancing change order cost increase in the amount of \$29,724.99 for a revised final contract amount of \$500,351.89.
2. Authorize the City Manager to sign the Notice of Completion,
3. Authorize the City Clerk to file the Notice of Completion,
4. Authorize the Finance Director to transfer \$15,000 from fund 262, Traffic Impact Fees to the Capital Improvement Account 018-4760-430-4601 ST0603.
5. Authorize release of retained funds in the amount of \$50,035.19 thirty (30) days after recordation of the Notice of Completion providing no claims have been filed against said retained funds College Heights Boulevard Phase I South China Lake Boulevard to Dolphin Avenue.

APPROVED AND ADOPTED this 17th day of August by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald H. Carter, Mayor

ATTEST _____
Rachel Ford, City Clerk

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Recording Requested By:

CITY OF RIDGECREST

When Recorded Mail to:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of Ridgecrest

3. The **FULL ADDRESS** of the **OWNER** is 100 West California Avenue, Ridgecrest, CA 93555

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

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

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

Names

Addresses

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

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** June 17, 2011

8. The work of improvement completed is described as follows: College Heights Blvd Phase I Improvements
ESPL – 5385 (040)

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Bowman Asphalt, Inc.

10. The street address of said property is: College Heights Blvd, from China Lake Blvd to Dolphin Ave.

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

Rehabilitation and widening of an existing asphalt concrete roadway, minor concrete construction (sidewalks, accessible ramps), and drainage improvements.

Date

Kurt O. Wilson, City Manager

Verification for **INDIVIDUAL** owner

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

Date and Place

Signature of Owner named in paragraph 2

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

Date and Place

Kurt. O. Wilson, City Manager

SUBSCRIBED AND SWORN TO before me on _____

Rachel Ford, City Clerk

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CITY OF RIDGECREST
College Heights Boulevard, Phase I
Roadway Improvements Project
ESPL-5385 (040)

Change Order No. 5 (Final), Prepared July 11, 2011

***Reference: Contract dated August 4th, 2010 with
 Bowman Asphalt, Inc.***

When this contract change order has been approved by the City Engineer, you are directed to make changes to the plans and specifications or to complete the following described work not included in the plans and specifications of this contract.

DESCRIPTION:

Adjust quantities as follows, to match final field conditions:

Bid Item 2 – Asphalt Concrete: Increase by 276.72 tons	\$18,642.63
Bid Item 3 – Class II Aggregate Base: Decrease by 220.57 tons	(\$4,660.64)
Bid Item 4 - Cold Plane and Remove .15' AC: Decrease by 4524.5 tons	(\$497.70)
Bid Item 5 – Sidewalk Per Plans: Increase by 41.5 SF	\$159.36
Bid Item 6 – 8" Curb & Gutter: Increase by 180.5 LF	\$3,463.80
Bid Item 8 – Cross Gutter/Curb Return/Apron: Delete in its entirety	(\$12,566.40)
Bid Item 11 – Adjust Sewer Manhole to Finish Grade: Add two manholes	\$1,948.88
Bid Item 12 – Adjust Water Valve to Finish Grade: Add one Water Valve	\$974.44
Bid Item 18 – Shotcrete Lined Drainage Channel: Eliminate on the west side of road	(\$7,849.20)
Bid Item 19 – Place Rip Rap per Plans: Delete in its entirety	(\$641.01)
Bid Item 23 – Materials Testing: Delete Acceptance Testing of Materials	(\$5,908.10)
Channel & Culvert Cleaning (T&M) on December 17, 2010	\$1005.60
Channel & Culvert Cleaning (T&M) on December 23, 2010	\$1834.05
Clear & Grub west of roadway for channel regarding on east side of roadway	\$1280.38
Channel & Culvert Cleaning (T&M) on December 27, 2010	\$2151.11
Channel & Culvert Cleaning (T&M) on December 28, 2010	\$2151.11

Channel & Culvert Cleaning (T&M) on December 29, 2010	\$2151.11
Metal Beam Guard Rail Terminal (T&M) on January 24, 2011	\$1151.38
Deduct on AC for failed Sand Equivalent Test @ \$1.75/ton	(\$5159.35)
Professional Services (1/2 cost) incurred as a result of defective materials and workmanship	(\$2430.00)

Change Order Total Cost: (\$2798.55)
 Change Order Total Increase in Working Days: 0

REASONS FOR CHANGE(S):

Bid Item 2 – Asphalt Concrete: Asphalt concrete tonnage was increased to reconstruct rather than overlay areas of distressed pavement, and the total tonnage exceeded the Engineer’s Estimate

Bid Item 3 – Class II Aggregate Base: Aggregate base tonnage to complete the work as designed exceeded the Engineer’s Estimate

Bid Item 4 - Cold Plane and Remove .15’ AC: Removal area was less than anticipated

Bid Item 5 – Sidewalk Per Plans: The Contractor was directed to replace additional areas of damaged existing sidewalk

Bid Item 6 – 8” Curb & Gutter: Additional curb and gutter added

Bid Item 8 – Cross Gutter/Curb Return/Apron: Eliminated in its entirety

Bid Item 11 – Adjust Sewer Manhole to Finish Grade: Two previously unseen manholes were discovered

Bid Item 12 – Adjust Water Valve to Finish Grade: One previously unseen water valve was discovered

Bid Item 18 – Shotcrete Lined Drainage Channel: Shotcrete was deemed unnecessary for channel on west side of road

Bid Item 19 – Place Rip Rap per Plans: Rip-rap associated with shotcrete above was not necessary

Bid Item No. 23 - Materials Testing: It was decided to perform Acceptance Testing of materials under the construction management contract since the Contractor’s testing firm could not provide certified technicians and laboratory.

Channel and culvert clearing was requested by the City to facilitate stormwater drainage from the site and adjoining areas. This work occurred over several days, as noted in the time-and-materials records.

The metal beam guardrail specified at the southwest corner of the College Heights Blvd/China Lake Blvd intersection did not have a terminal on the south end. Due to the frequency of motorcyclists and others entering and leaving the roadway near this terminal, it was deemed prudent to add a rounded terminal.

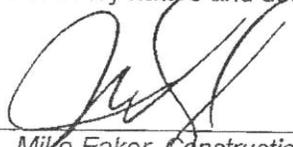
The Acceptance Testing Laboratory determined that the Sand Equivalent (SE) test results did not comply with the Specification. Therefore, a deduction was applied in accordance with Section 39-2.02 of the Standard Specifications in accordance with the Contractor’s request to leave the material in place

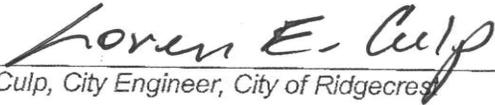
Partially as a result of deficiencies in the pavement, the City incurred additional expenses for construction management and inspection services. As agreed in a meeting between the Contractor and the City on May 5, 2011, these costs are being shared between the City and the Contractor.

Original Contract Amount:.....	\$470,626.90
Total Change by Previous Change Orders:	\$32,523.54
Contract Amount Prior to this Change Order:.....	\$503,150.44
Contract Amount to be Increased/(Decreased) by this Change Order:	(\$2798.55)
Adjusted Contract Amount including this Change Order:	\$500,351.89
Change in Contract Period (working days)	0

Final Contract Completion Date including this Change Order: June 17, 2011

This adjustment constitutes full and complete compensation for furnishing all labor, materials, equipment, tools, and incidentals including markups by reason of this change. This includes, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; project "acceleration"; costs for labor, material; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

ACCEPTED:  7-11-11
Mike Eaker, Construction Manager, Bowman Asphalt Date

APPROVED:  7/12/11
Loren Culp, City Engineer, City of Ridgecrest Date

- DISTRIBUTION:
- Nancy Cesmat, Bowman Asphalt
 - Jerry Helt, Helt Engineering
 - Bart Godett, Caltrans
 - Chris Gabriel, Penfield & Smith

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Approval of A Resolution for the following:

- 1.) Approve the balancing change order cost reduction in the amount of \$484.15 for a revised final contract amount of \$312,354.39.
- 2.) Authorize the City Manager to sign the Notice of Completion,
- 3.) Authorize the City Clerk to file the Notice of Completion,
- 4.) Authorize release of retained funds in the amount of \$31,235.44 thirty (30) days after recordation of the Notice of Completion..

PRESENTED BY:

Dennis Speer, Director of Public Works

SUMMARY:

The project consisted of rehabilitation and widening of an existing asphalt concrete roadway, minor concrete construction and drainage improvements. The approved Caltrans finance letters for construction for phase I and phase II ARRA projects was \$448,460.00 and \$492,169.00 respectively. Council awarded a contract to Bowman Asphalt on 8/4/10 in the amount of \$783,346.55 for phases I and II combined.

Work has been completed and, with the exception of retention in the amount of \$31,235.44 (10%), the contractor, Bowman Asphalt, Inc., has been paid in full. During the course of construction some deletions and additions were necessary. The original approved contract amount was \$312,838.54. The final contract amount including all change orders is \$312,354.39. The resulting balancing change order is for a final contract cost reduction of \$484.15. The change orders for the project represent a 0.1% decrease in the original contract amount. See Attachment "A" Final Balancing Contract Change Order.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTIONS REQUESTED:

- 5.) Approve the balancing change order cost reduction in the amount of \$484.15 for a revised final contract amount of \$312,354.39.
- 6.) Authorize the City Manager to sign the Notice of Completion,
- 7.) Authorize the City Clerk to file the Notice of Completion,
- 8.) Authorize release of retained funds in the amount of \$31,235.44 thirty (30) days after recordation of the Notice of Completion.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve the resolution as presented

Submitted by: Dennis Speer

Action Date: August 17, 2011

(Rev. 6/12/09)

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RESOLUTION NO. 11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING THE FINAL BALANCING FOR CHANGE ORDER FOR CONTRACT PRICE IN THE AMOUNT OF \$312,354.39; AND AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION; THE CITY CLERK TO FILE THE NOTICE OF COMPLETION; AND CITY STAFF TO RELEASE RETENTION ON THE COLLEGE HEIGHTS BOULEVARD PHASE II DOLPHIN TO FRANKLIN.

WHEREAS, Bowman Asphalt, has completed rehabilitation and widening of an existing asphalt concrete roadway, minor concrete construction (sidewalks, accessible ramps), and drainage improvements, and

WHEREAS, during the course of construction deletions and additions to the scope of the project were made due to discovery of changed conditions, materials changes, additional work, etc., and

WHEREAS, the original bid contract amount was \$312,838.54 and the actual final contract amount including all change orders is \$312,354.39 resulting in a net change in construction cost of negative \$484.15 and approval for a balancing change order in contract amount of \$312,354.39 is hereby requested, and

WHEREAS, authorization to have the City Manger sign the Notice of Completion and the City Clerk to file the notice of completion is hereby requested, and

WHEREAS, retained funds to date in the amount of \$31,235.44, (10%), of the final construction cost will be withheld until 30 days after recordation of the notice of completion, and

WHEREAS, Staff is requesting authorization to release the retained funds in the amount of \$31,235.44 thirty (30) days after the recordation of the notice of completion providing no claims have been filed against said retained funds, and

NOW THEREFORE, be it resolved, that the City Council of the City of Ridgecrest hereby

- 1) Approves the balancing change order in contract amount of \$312,354.39
- 2) Authorizes the City Manger to sign the Notice of Completion
- 3) Authorizes the City Clerk to file the notice of completion for recordation for the project
- 4) Authorizes City Staff to release the retained funds in the amount of \$31,235.44 thirty (30) days after recordation of the notice of completion providing no claims have been filed against said retained funds for College Heights Boulevard Phase II Dolphin To Franklin.

APPROVED AND ADOPTED this 17th day of August by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald H. Carter, Mayor

ATTEST _____
Rachel Ford, City Clerk

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Recording Requested By:

CITY OF RIDGECREST

When Recorded Mail to:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of Ridgecrest

3. The **FULL ADDRESS** of the **OWNER** is 100 West California Avenue, Ridgecrest, CA 93555

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

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

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

Names

Addresses

(Not applicable)

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

Names

Addresses

(Not applicable)

7. A work of improvement on the property hereinafter described was **COMPLETED** June 17, 2011

8. The work of improvement completed is described as follows:

College Heights Blvd Phase II Improvements
ESPL – 5385 (038)

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Bowman Asphalt, Inc.

10. The street address of said property is: College Heights Blvd, from Dolphin Ave to Franklin Ave.

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

Rehabilitation and widening of an existing asphalt concrete roadway, minor concrete construction (sidewalks, accessible ramps), and drainage improvements.

Date

Kurt O. Wilson, City Manager

Verification for **INDIVIDUAL** owner

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

Date and Place

Signature of Owner named in paragraph 2

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

Date and Place

Kurt. O. Wilson, City Manager

SUBSCRIBED AND SWORN TO before me on _____

Rachel Ford, City Clerk

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CITY OF RIDGECREST
College Heights Boulevard, Phase II
Roadway Improvements Project
ESPL-5385 (035)

Change Order No. 3, Prepared July 1, 2011

***Reference: Contract dated August 4th, 2010 with
Bowman Asphalt, Inc.***

When this contract change order has been approved by the City Engineer, you are directed to make changes to the plans and specifications or to complete the following described work not included in the plans and specifications of this contract.

DESCRIPTION:

Adjust quantities as follows, to match final field conditions:

Bid Item No. 2 - Type B Hot Mix Asphalt: Add 100.09 tons	\$6709.03
Bid Item No. 3 - Class II Aggregate Base: Add 333.63 tons	\$6732.65
Bid Item No. 7 - 8" Curb and Gutter: Add 53 LF	\$1010.18
Bid Item No. 8 - Install 5.5' Wide Sidewalk: Delete 8.25 SF	(\$32.01)
Bid Item No. 9 - Adj Sewer Manhole to Grade: Add one MH just south of Dolphin Ave	\$974.44
Bid Item No. 11 - Install Concrete Cross Gutter/Curb Return and Apron: Add 34.5 S.F.	\$328.79
Bid Item No. 14 - Materials Testing: Delete Acceptance Testing of Materials	(\$5908.10)
Deduct on AC for failed Sand Equivalent Test @ \$1.75/ton	(\$2833.41)
Professional Svcs (1/2 cost) incurred as a result of defective materials & workmanship	(7465.73)

Change Order Total Cost: \$(484.15)

Change Order Total Increase in Working Days: 0

REASONS FOR CHANGE(S):

Bid Item No. 2 - Type B Hot Mix Asphalt: Asphalt concrete pavement tonnage to complete the work as designed exceeded the Engineer's Estimate.

Bid Item No. 3 - Class II Aggregate Base: Aggregate base tonnage to complete the work as designed exceeded the Engineer's Estimate.

Bid Item No. 7 - 8" Curb and Gutter: Actual lineal footage of curb & gutter was slightly more than the Engineer's Estimate.

Bid Item No. 8 – Install 5.5' Wide Sidewalk: Actual sidewalk square footage installed was slightly less than the Engineer's Estimate.

Bid Item No. 9 – Adjust Sewer Manhole to Grade: A paved-over manhole just south of Dolphin Avenue was not shown on the plans nor accounted for in the estimated quantity in the Contractor's bid.

Bid Item No. 11 – Install Concrete Cross Gutter/Curb Return and Apron: Actual concrete cross gutter/curb return was slightly more than the Engineer's Estimate.

Bid Item No. 14 - Materials Testing: It was decided to perform Acceptance Testing of materials under the construction management contract since the Contractor's testing firm could not provide certified technicians and laboratory.

The Acceptance Testing Laboratory determined that the Sand Equivalent (SE) test results did not comply with the Specification. Therefore, a deduction was applied in accordance with Section 39-2.02 of the Standard Specifications in accordance with the Contractor's request to leave the material in place.

Partially as a result of deficiencies in the pavement, the City incurred additional expenses for construction management and inspection services. As agreed in a meeting between the Contractor and the City on May 5, 2011, these costs are being shared between the City and the Contractor.

Original Contract Amount:.....	\$312,838.54
Total Change by Previous Change Orders:	\$0
Contract Amount Prior to this Change Order:.....	\$312,838.54
Contract Amount to be Decreased by this Change Order:	(\$484.15)
Adjusted Contract Amount including this Change Order:	\$312,354.39
Change in Contract Period (working days)	0
Final Contract Completion Date including this Change Order:.....	June 17, 2011

This adjustment constitutes full and complete compensation for furnishing all labor, materials, equipment, tools, and incidentals including markups by reason of this change. This includes, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; project "acceleration"; costs for labor, material; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

College Heights Blvd Phase II Roadway Improvements
Bowman Asphalt, Inc.
Change Order No. 3
Page 3

ACCEPTED:



Mike Eaker, Construction Manager, Bowman Asphalt

7/5/11

Date

APPROVED:



Loren Culp, City Engineer, City of Ridgecrest

7/12/11

Date

DISTRIBUTION:

Nancy Cesmat, Bowman Asphalt
Jerry Helt, Helt Engineering
Bart Godett, Caltrans
Chris Gabriel, Penfield & Smith

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Approve a resolution Requesting authorization to enter into a Warranty Agreement for Pavement Correction on College Heights Boulevard Phase I & II, Roadway Improvements Project with Bowman Asphalt, Inc and to authorize the City Manager to sign the agreement.

PRESENTED BY: Dennis Speer, Public Works Director

SUMMARY:

Bowman Asphalt Inc. and the City Engineer have determined that materials and workmanship of asphalt concrete, as well as joints, and the lips of gutters of the College Heights Boulevard Phase I & II, Roadway Improvements Project do not comply with the contract documents. Given that this project is Federally funded, the City is obligated to adjust compensation and/or make repairs to the pavement.

Bowman Asphalt has performed repairs to approximately 1808 lineal feet of asphalt concrete joints and other areas of pavement that were identified on May 5, 2011 by representatives of the City of Ridgecrest, Helt Engineering, Penfield and Smith, and Bowman Asphalt as not complying with the project specifications.

Bowman Asphalt warrants the longevity of the repairs in regards to pavement structural and workmanship for a period of two years, commencing June 17, 2011. A security in the amount of Ninety Seven Thousand Four Hundred Ninety Four Dollars (\$97,494) will be deposited as provided for in Specification Section GC-67 until two years from the date of Final Acceptance.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Approve a resolution authorizing City to enter into a Warranty Agreement for Pavement Correction on College Heights Boulevard Phase I & II, Roadway Improvements Project with Bowman Asphalt, Inc and to authorize the City Manager to sign the agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve resolution as presented

Submitted by: Dennis Speer

Action Date: August 17, 2011

(Rev. 6/12/09)

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RESOLUTION NO. 11-

REQUEST FOR AUTHORIZATION TO ENTER INTO A WARRANTY AGREEMENT FOR PAVEMENT REPAIRS ON COLLEGE HEIGHTS BOULEVARD PHASE I & II, ROADWAY IMPROVEMENTS PROJECT WITH BOWMAN ASPHALT, INC AND TO AUTHORIZE THE CITY MANAGER, TO SIGN THE AGREEMENT.

WHEREAS, Bowman Asphalt Inc. and the engineering consultants to the City have determined that materials and workmanship of asphalt pavement joints do not comply with the specifications, and

WHEREAS, Bowman Asphalt Inc. has adjusted compensation for the materials and made repairs to the asphalt joints. Bowman Asphalt Inc. further warrants the longevity of the repairs for a period of two years, commencing June 17 2011, and

WHEREAS, Securities in the amounts of \$97,494 for Phase I and Phase II have been posted as provided for in Specification Section GC-67 until two years from the date of Final Acceptance, and

WHEREAS, This amount is intended to provide sufficient funds for removal and replacement areas of up to 2808 lineal feet of pavement joints that may be identified within such extended warranty period if Bowman Asphalt Inc. initial repair is not deemed successful by the Engineer and

WHEREAS, The actual method of removal and repair/replacement will be decided upon when they are deemed necessary, and will be at the discretion of the mutually agreed upon Independent Third Party, and may include:

- Removal of pavement on either side of depressed joints to a depth of 0.15 feet and a width of two feet, tack coat and patch areas of ground or otherwise removed pavement, and roll/re-roll pavement as necessary to achieve compliance with Section 39-6.03. The asphalt concrete mix shall be submitted to the Engineer as noted above and approved/tested prior to placement.
- Grind high joints as necessary to achieve compliance with Section 39-6.03
- Apply Type II slurry seal to entire project site, sharing cost 50% - 50% with the City, and

WHEREAS, All work shall comply with the contract documents as amended by this Warranty Agreement. Restriping will be performed by the City as necessary, and

WHEREAS, Bowman Asphalt Inc. will be given the option of performing such repairs prior to the City claiming the security. If Bowman Asphalt Inc. repairs are deemed by the Engineer to be performing satisfactorily, the securities will be released to Bowman.

NOW THEREFORE, the City Council authorizes the City Manager, to execute the Warranty Agreement with Bowman Asphalt, Inc.

APPROVED AND ADOPTED this 17th day of August 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald H. Carter, Mayor

ATTEST _____
Rachel Ford, City Clerk

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City of Ridgecrest, CA
College Heights Blvd Phase I & II, Roadway Improvements Project
ESPL-5385 (038) & (040)
Warranty Agreement for Pavement Corrections

Bowman Asphalt, Inc. ("Bowman") and the Engineer have determined that materials and workmanship of asphalt concrete, as well as joints, and lips of gutters of the subject project do not comply with the project contract documents. Given that this project is Federally funded, the City is obligated to adjust compensation and/or effect repairs to the pavement.

Therefore, Bowman, has performed repairs to approximately 1808 lineal feet of asphalt concrete joints and other areas of pavement that were identified on May 5, 2011 by representatives of the City, Helt Engineering, Penfield & Smith, and Bowman as not complying with the project specifications. Initial repairs were performed using methods of Bowman's choice, including:

- "Sheet Mix" patching of low joints
- Crack sealing
- Accessible ramp conform adjustment
- Placing hot-mix asphalt in areas where temporary cold-mix asphalt was placed
- Repair of high joints and high lip-of-gutter transitions

Bowman warrants the longevity of the repairs in regards to pavement structural and workmanship noted above for a period of two years, commencing June 17, 2011. This warranty does not cover settlement or other movement of accessible ADA ramp or failures related to pre-existing base of the pavement section. A security in the amount of Ninety Seven Thousand Four Hundred Ninety Four Dollars (\$97,494) will be deposited as provided for in Specification Section GC-67 until two years from the date of Final Acceptance. This amount is intended to provide sufficient funds for removal and replacement areas of up to 2808 lineal feet of pavement joints that may be identified within such extended warranty period if Bowman's initial repair is not deemed successful by the Engineer. The actual method of removal and repair/replacement will be decided upon when they are deemed necessary, will be at the discretion of the a mutually agreed upon Independent Third Party, and may include:

- Remove pavement on either side of depressed joints to a depth of 0.15 feet and a width of two feet, tack coat and patch areas of ground or otherwise removed pavement, and roll/re-roll pavement as necessary to achieve compliance with Section 39-6.03. The AC mix shall be submitted to the Engineer as noted above and approved/tested prior to placement.
- Grind high joints as necessary to achieve compliance with Section 39-6.03
- Apply Type II slurry seal to entire project site, sharing cost 50% - 50% with City.

All work shall comply with the contract documents as amended by this Warranty Agreement. Restriping will be performed by the City as necessary.

Bowman will be given the option of performing such repairs prior to the City claiming the security. If Bowman's repairs are deemed by the Engineer to be performing satisfactorily, the securities will be released to Bowman.

Agreed:



Mike Eaker, Project Manager
Bowman Asphalt, Inc

Date 7/5/11

Kurt Wilson, City Manager
City of Ridgecrest

Date _____



AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Bowman Asphalt, Inc.
3527 Brian Way
Bakersfield CA 93308

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
560 Mission Street, Suite 2300
San Francisco CA 94105

OWNER:

(Name, legal status and address)

City of Ridgecrest
100 West California Ave
Ridgecrest CA 93555

CONSTRUCTION CONTRACT Contract #ESPL-5385(038) & (040)

Date:

Amount: \$97,494.00

Description: College Heights project
(Name and location)
Phase I & II Roadway Improvements Project
Ridgecrest CA

BOND Bond #09056103

Date: June 30, 2011

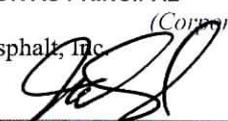
(Not earlier than Construction Contract Date)

Amount: \$97,494.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Bowman Asphalt, Inc.

Signature: 
Name Michael Eaker
and Title: Contract Compliance Officer

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*
Fidelity and Deposit Company of Maryland

Signature: 
Name Sherry Davis
and Title: Attorney in Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

TIW Insurance Services
5001 California Ave #150
Bakersfield CA 93309
(661) 616-4700

OWNER'S REPRESENTATIVE: Other - Owner
(Architect, Engineer or other party:)

City of Ridgecrest
100 West California Ave
Ridgecrest CA 93555

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

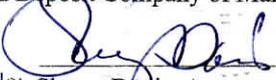
Company: Bowman Asphalt, Inc. *(Corporate Seal)*

Signature: 

Name and Title: Michael Eaker
Contract Compliance Officer
Address 3527 Brian Way, Bakersfield CA 93308

SURETY

Company: Fidelity and Deposit Company of Maryland *(Corporate Seal)*

Signature: 

Name and Title: Sherry Davis, Attorney in Fact
Address 5001 California Ave #150, Bakersfield CA 93309

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Sherry DAVIS, of Bakersfield, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its agent and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of January, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Theodore G. Martinez

By:

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 14th day of January, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2007

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

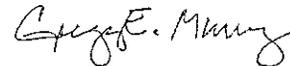
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 30th day of June, 2011.



Assistant Secretary



AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Bowman Asphalt, Inc.
3527 Brian Way
Bakersfield CA 93308

OWNER:

(Name, legal status and address)

City of Ridgecrest
100 West California Ave
Ridgecrest CA 93555

CONSTRUCTION CONTRACT Contract #ESPL-5385(038) & (040)

Date:

Amount: \$97,494.00

Description: College Heights Project

(Name and location)

Phase I & II Roadway Improvement
Ridgecrest CA 93555

BOND #0905613

Date: June 30, 2011

(Not earlier than Construction Contract Date)

Amount: \$97,494.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Bowman Asphalt, Inc.

Signature: _____

Name Michael Eaker
and Title: Contract Compliance Officer

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: _____ (Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature: _____

Name Sherry Davis
and Title: Attorney in Fact

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

TIW Insurance Services
5001 California Ave #150
Bakersfield CA 93309

OWNER'S REPRESENTATIVE: Owner

(Architect, Engineer or other party:)

City of Ridgecrest
100 West California Ave
Ridgecrest CA 93555



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Sherry DAVIS, of Bakersfield, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of January, A.D. 2005.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

Theodore G. Martinez

By: *Theodore G. Martinez*

State of Maryland }
City of Baltimore } ss:

On this 14th day of January, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2007

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

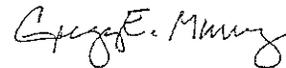
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 30th day of June, 2011.



Assistant Secretary

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CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY AGENDA ITEM

SUBJECT:

Council Discussion And Adoption Of A Resolution To Grant A Designated Period For Two Years Additional Service Credit (Golden Handshake) For The Eligible Local Miscellaneous Member

PRESENTED BY:

Rachel J. Ford – City Clerk

SUMMARY:

Effective February 16, 2002 the City's contract with the California's Public Employees' Retirement System (CalPERS) was amended to allow two years of additional service credit option (Golden Handshake) to local safety and local miscellaneous members. CalPERS procedure requires two actions by Council to authorize this Service Credit Option, first a public hearing to review and receive comments from the public regarding the cost the City would incur to exercise this option, and second a resolution establishing a 90-120 day time period in which employees, whose classifications are affected by impending mandatory transfer, layoff, or demotions due to budget reduction AND who meet the retirement eligibility requirements of CalPERS, may elect to retire with the additional two years of service credit at no cost to the employee. Any number of designated periods may be established but may not overlap.

Council satisfied the first procedural requirement by holding a Public Hearing on August 3, 2011 to receive comments pertaining to the cost of authorizing the two years additional service credit option for the eligible member currently holding the Administrative Assistant - Finance classification.

This resolution will satisfy the second procedural requirement by establishing the retirement election period and classification eligible to retire during the designated period and receive the additional service credit. If approved the proposed designated retirement election period would begin on August 18, 2011 and end on November 15, 2011, during which the affected member may choose to retire under this option and receive the two years additional service credit on their retirement.

City Clerk must provide Certification Of Publication Of Costs to CalPERS. In addition to providing a Certification of Publication of Costs, the Agency is required to:

- a. Certify that because of an impending curtailment of, or change in the manner of performing service, the best interests of the Agency would be served by granting such additional service credit.

- b. Certify that it is the intention at the time Section 20904 becomes operative that the retirements under this section will either:
1. result in a net savings to the Agency, or
 2. result in an overall reduction in the work force of the organizational unit because of impending mandatory transfers, demotions, and layoffs that constitute at least one percent of the designated job classification, resulting from the curtailment of, or change in the manner of performing its services.

FISCAL IMPACT: Reviewed by Finance Director

\$12,066.55 annually for a period of two years plus a 0.0452% increase to the employee contribution rates, amortized over a 20 year time period.

ACTION REQUESTED:

Discussion And Motion On A Resolution To Grant A Designated Period For Two Years Additional Service Credit (Golden Handshake) For The Eligible Local Miscellaneous Member

CITY MANAGER /EXECUTIVE DIRECTOR RECOMMENDATION

Action as requested: Council Discuss And Make A Motion On The Proposed Resolution.

Submitted by: Rachel Ford

Action Date: 07/20/2011

RESOLUTION NO. 11-XX

A RESOLUTION OF THE RIDGECREST CITY COUNCIL TO GRANT A DESIGNATED PERIOD FOR TWO YEARS ADDITIONAL SERVICE CREDIT (GOLDEN HANDSHAKE) FOR THE ELIGIBLE LOCAL MISCELLANEOUS MEMBER

WHEREAS, the City Council of the City of Ridgecrest is a contracting Public agency of the Public Employees Retirement System; and

WHEREAS, said Public Agency desires to provide a designated period for Two Years of Additional Service Credit, Government Code section 20903, based on contract amendment included in said contract that provided for Section 20903, Two Years Additional Service Credit for the eligible member; and

WHEREAS, the added cost to the retirement fund for eligible employee(s) who retire during the designated period will be included in the contracting agency's employer contribution rate; and

WHEREAS, the City Council is electing to exercise the provisions of Government Code section 20903 due to impending mandatory transfer(s), layoff(s), and/or demotion(s) that constitute at least one percent of the subject job classification, department or organizational unit, resulting from the curtailment of, or change in the manner of performing, its services; and

WHEREAS, it is the intention that any vacancies created by retirements under this section or at least one vacancy in any position in any department or organizational unit shall remain permanently unfilled thereby resulting in an overall reduction in the work force of such department or organizational unit; and

WHEREAS, the City Council has complied with the provisions of Government Code Section 7507 and has disclosed the additional employer contributions and the funding of those contributions at a public meeting; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Ridgecrest does seek to add another designated period, and does hereby authorize this Resolution, indicating a desire to add a designated period from August 18, 2011 through November 15, 2011 for eligible miscellaneous member in the Finance Department, as an Administrative Assistant - Finance.

APPROVED AND ADOPTED this 17th day of August 2011 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Ronald H. Carter, Mayor

ATTEST:

Rachel J. Ford, CMC
CITY CLERK

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10. Section 20903 Two Years Additional Service Credit

An agency may amend its contract to provide two years additional service credit to members who retire during a designated period because of impending mandatory transfers, layoffs, or demotions and the following requirements are met:

- a. The member is employed in a specified job classification, department, or other organizational unit and retired within the period designated by the governing body. The designated period must be subsequent to the effective date of the contract amendment and can not be less than 90 or more than 180 days in length. (The benefit cannot be provided on the basis of employee organization or non-represented groups).
- b. The governing body must certify that it is electing to be subject to the provisions of this section due to mandatory transfers, layoffs and/or demotions that constitute at least one percent of the job classification, department, or organizational unit.
- c. The governing body must certify that it is the intention at the time Section 20903 becomes operative that any vacancies created by retirements under this section or at least one vacancy in any position in any department or organizational unit shall remain permanently unfilled thereby resulting in an overall reduction in the work force of such department or organizational unit.
- d. The governing body must certify that it has complied with the provisions of Government Code Section 7507 and has disclosed the additional employer contributions and the funding of those employer contributions, at a public meeting.

To be eligible for this service credit, a member must have at least five years of service credit, be in employment status with the providing agency for at least one day during the designated period and retire during the designated period. The member's retirement date may not be the first day of the designated period. A member cannot receive credit under this section if the member receives any unemployment insurance payments during the designated period. If the retired member subsequently reenters membership, the additional service credit is forfeited.

Employer Cost: The added cost to the retirement fund for all eligible employees who retire during the designated period will be included in the contracting agency's employer contribution rate. The governing body satisfies the requirements of Government Code Section 7507 by disclosing an estimate of the present value of the additional employer contributions. This estimate is calculated by the agency, using the worksheet and factors provided below. The actual present value of additional contributions may differ from the estimate for two reasons:

- 1) Some of the members who are eligible to retire and receive the two years service credit (and who are included in the estimate) may choose not to retire, and
- 2) There may be an additional cost to the agency (called an experience loss) if the total number of members retiring in the fiscal year exceeds the number predicted by the actuarial assumptions. An experience loss occurs very often when the two years service credit is offered because some members retire who would have otherwise waited until later years.

The cost of the two years additional service credit will be included in the contracting agency's employer contribution rate commencing with the fiscal year starting two years after the end of the designated period. The increase in the employer contribution rate may continue for as long as 20 years.

The annual valuation report for the fiscal year that begins two years after the end of the designated period will show the amount of the increase in the employer contribution rate resulting from the two years service credit.

Follow the instructions below to estimate the increase in the employer contribution rate percentage:

- Take the estimate of the present value of additional employer contributions disclosed at the public meeting, and
- First divide by 13.24 (the 20-year amortization factor), and
- Then divide by the annual payroll of the plan.

Member Cost: None.

Procedures for Calculation of “Additional Employer Contributions” and Funding Therefore to be Disclosed at the Public Meeting

The “additional employer contributions” that the agency discloses at its public meeting is an **estimate** of the present value of additional employer contributions which will be required in the future for providing the two years service credit. This amount is calculated based on the member's annual reportable compensation, the cost factor and whether the agency's contract provides the Post-Retirement Survivor Allowance (Survivor Continuance) and/or an increased Cost-of-Living Allowance of 3%, 4% or 5%.

The “additional employer contributions” is calculated as follows:

1. Identify all individuals who meet the minimum eligibility for retirement and who are employed in the designated classification, department or organizational unit.
2. Determine the annual pay rate for each person. "Payrate" indicates that amount of compensation a member is paid for a full unit of time. Always use the member's FULL TIME pay rate.
3. Determine the age for each person and locate the appropriate factor on the Cost Factor Chart.
4. Multiply the annual pay rate by the cost factor, (annual pay rate) X (cost factor) = estimated cost.
5. Determine whether your agency's contract provides for the Post-Retirement Survivor Allowance. If yes, proceed to step #7.
6. If your agency's contract does not provide for the Post-Retirement Survivor Allowance, multiply the value determined in step #4, above, by 0.97, if you have a public agency miscellaneous plan; or by 0.93, if you have a public agency safety plan.

7. Determine whether your agency's contract provides for the increased Cost-of-Living Allowance of 3%, 4% or 5%. If not, no further calculations are needed.
8. If your agency's contract provides the 3%, 4%, or 5% cost-of-living allowance, multiply the value determined above by 1.09 to estimate the cost of providing the additional service credit.

The “additional employer contributions” are paid by the agency through an increase in the employer contribution rate, starting two fiscal years after the end of the designated period. The increase in the employer contribution rate may continue for as long as 20 years.

To estimate the increase in the employer contribution rate percent:

- 1) Take the “additional employer contributions” calculated above, and
- 2) First divide by 13.24 (the 20-year amortization factor), and
- 3) Then divide by annual payroll of the plan.

COST FACTOR CHART

MISCELLANEOUS MEMBERS

	<u>2% @ 60</u> <u>formula</u>	<u>2% @ 55</u> <u>formula</u>	<u>2.5% @ 55</u> <u>formula</u>	<u>2.7% @ 55</u> <u>formula</u>	<u>3% @ 60</u> <u>formula</u>
Ages	<u>All</u>	<u>All</u>	<u>All</u>	<u>All</u>	<u>All</u>
50-54	0.35	0.47	0.64	0.66	0.64
55-59	0.45	0.57	0.67	0.73	0.73
60-64	0.56	0.59	0.62	0.67	0.74
65+	0.54	0.54	0.55	0.60	0.67

SAFETY MEMBERS

	<u>2% @ 55</u> <u>formula</u>	<u>2% @ 50</u> <u>formula</u>	<u>3% @ 55</u> <u>formula</u>	<u>3% @ 50</u> <u>formula</u>
Ages	<u>All</u>	<u>All</u>	<u>All</u>	<u>All</u>
50-54	0.48	0.67	0.78	0.88
55-59	0.55	0.75	0.83	0.83
60-64	0.51	0.69	0.77	0.77
65+	0.46	0.62	0.69	0.69

11. Section 20936 Prior Service Credit for Employees of an Assumed Agency or Function

An agency may provide credit for service rendered with a public agency if that agency or a function of that agency is, or was, assumed by the contracting agency. The cost for prior service credit is the liability of the contracting agency. Documents of origin for the assumed agency may be required to determine whether the agency qualifies as a public agency.

Employer Cost: Valuation required.

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CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY AGENDA ITEM

SUBJECT:

Adoption of the Enforceable Obligations Payment Schedule Pursuant to GC 34169(g)(1)

PRESENTED BY:

Tyrell Staheli

SUMMARY:

Redevelopment Agencies, the California Redevelopment Association (CRA), legal experts, & fiscal and financial consultants have all been working to interpret AB1X26 and 27, as adopted June 15, 2011 which effectively dissolves redevelopment agencies, but allows agencies willing to comply with a "voluntary" payment to be exempted from elimination. The Governor signed these bills and they became effective on June 29, 2011. Recently, CRA and the League of California Cities filed legal actions to overturn these provisions; however, until either a stay of its provisions or a decision of its merits occurs, Agencies must comply with these requirements

AB1X26 requires that agencies are "within 60 days of the effective date of this part, adopt an Enforceable Obligation Payment Schedule that lists all of the obligations that are enforceable within the meaning of subdivision (d) of Section 34167". This provision is eliminated with adoption of the ordinance prescribed in AB1X27.

FISCAL IMPACT:

Adoption of the attached Enforceable Obligations Payment Schedule allows the agency to make payments for enforceable obligations and administration through December 31st.

Reviewed by Finance Director

ACTION REQUESTED:

Minute motion adoption of attached Enforceable Obligations Payment Schedule

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Minute Motion adopting the Enforceable Obligations Payment Schedule

Submitted by: Tyrell Staheli
(Rev. 6-12-09)

Action Date: 08-17-11

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ENFORCEABLE OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by Month					
					Aug**	Sept	Oct	Nov	Dec	Total
1) 2002 Tax Allocation Bonds	US Bank	Bonds Issued to fund non-housing projects	905,000.00	482,250.00					22,625.00	\$ 22,625.00
2) 2010 Tax Allocation Bonds	US Bank	Bonds Issued to fund housing and non-housing projects	33,375,000.00	2,880,061.00		10,000.00			932,530.63	\$ 942,530.63
3) Waste Water Loan	Ridgecrest/WW Enterprise	Loan to Finance Business Park Improvements	200,000.00	205,000.00						\$ -
4) Waste Water Loan	Ridgecrest/WW Enterprise	Loan to Finance the Ridgecrest Alternative Energy Project	3,142,700.00	644,254.00						\$ -
5) Building Lease (2005 COP)	US Bank via City of Ridgecrest	Building Lease	8,080,000.00	748,256.00		176,628.13				\$ 176,628.13
6) Employee Costs***	Employees of the Agency		887,784.00	887,784.00	73,982.00	73,982.00	73,982.00	73,982.00	73,982.00	\$ 369,910.00
7) Administrative Overhead***	City of Ridgecrest	Administrative Overhead	396,459.96	396,459.96	33,038.33	33,038.33	33,038.33	33,038.33	33,038.33	\$ 165,191.65
8) ISF Charges***	City of Ridgecrest	ISF Charges	126,231.00	126,231.00	10,519.25	10,519.25	10,519.25	10,519.25	10,519.25	\$ 52,596.25
9) Legal Services	Lemieux and O'Neil	Legal Services	30,000.00	30,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	\$ 12,500.00
10) Legal Services	Stradling, Yocca, Carlson	Legal Services	6,000.00	6,000.00	500.00	500.00	500.00	500.00	500.00	\$ 2,500.00
11) Jail Operations	Kern County	Jail Operations	265,000.00	265,000.00						\$ -
12) 2002 Tax Allocation Bonds	US Bank	Bond Trust Administration Fee	3,000.00	3,000.00						\$ -
13) 2010 Tax Allocation Bonds	US Bank	Bond Trust Administration Fee	1,538.00	1,538.00	1,538.00					\$ 1,538.00
14) 2002 Tax Allocation Bonds	BLX Group	Arbitrage Analysis	2,250.00	2,250.00	2,250.00					\$ 2,250.00
15) Pearson Park/Upjohn Parks Upgrade***	City of Ridgecrest	RDA Match of Project MF1101 cost	200,000.00	200,000.00		69,860.00				\$ 69,860.00
16) LJ & KM Sports Complexes MP***	City of Ridgecrest	RDA Match of Project MF1102 cost	3,350,000.00	3,350,000.00		167,952.00	167,953.00			\$ 335,905.00
17) R/C Blvd: Mahan-China Lake***	City of Ridgecrest	RDA Match of Project ST0101 cost	1,000,000.00	1,000,000.00						\$ -
18) Alleyway @ City Hall***	City of Ridgecrest	RDA Match of Project ST1107 cost	12,860.00	12,860.00		12,860.00				\$ 12,860.00
19) Land Acquisition***	City of Ridgecrest	TAB Reimbursement for acquisition of land by Kerr McGee Spc	550,000.00	550,000.00		550,000.00				\$ 550,000.00
20) College Heights Infrastructure***	City of Ridgecrest	TAB project College Heights Infrastructure	1,325,000.00	1,325,000.00						\$ -
21) PMS Study***	City of Ridgecrest	TAB reimbursement for PMS study	60,000.00	60,000.00		60,000.00				\$ 60,000.00
22) PMS designated Micro Paving***	City of Ridgecrest	TAB reimbursement for PMS designated Micro Paving	300,000.00	300,000.00						\$ -
23) Old Town Inhamcement Program***	TBD	Old Town Inhamcement Program	50,000.00	50,000.00		10,000.00				\$ 10,000.00
24) TAB issuance costs***	City of Ridgecrest	TAB reimbursement for issuance costs	1,000,000.00	1,000,000.00					1,000,000.00	\$ 1,000,000.00
25) Civic Center Solar Realignment***	Ridgecrest Redevelopment Agency	TAB Reimbursement for Project Engineering	500,000.00	500,000.00		500,000.00				\$ 500,000.00
26)										\$ -
27)										\$ -
28)										\$ -
29)										\$ -
30)										\$ -
										\$ -
Totals - This Page			\$ 55,768,822.96	\$ 15,025,943.96	\$ 124,327.58	\$ 1,677,839.71	\$ 288,492.58	\$ 120,539.58	\$ 2,075,695.21	\$ 4,286,894.66
Totals - Page 2			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals - Page 3			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals - Page 4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals - Other Obligations			\$ 32,553,270.00	\$ 2,498,378.00	\$ -	\$ -	\$ -	\$ -	\$ 2,176,078.00	\$ 2,293,278.00
Totals - All Pages			\$ 88,322,092.96	\$ 17,524,321.96	\$ 124,327.58	\$ 1,677,839.71	\$ 288,492.58	\$ 120,539.58	\$ 4,251,773.21	\$ 6,580,172.66

* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than late August. It is valid through 12/31/11. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared by the dissolving Agency by 9/30/11. (The draft ROPS must be prepared by the Successor Agency by 11/30/11.)

If an agency adopts a continuation ordinance per ABX1 27, this EOPS will not be valid and there is no need to prepare a ROPS.

** Include only payments to be made after the adoption of the EOPS.

***Payment amounts are estimates.

OTHER OBLIGATION PAYMENT SCHEDULE
 Per AB 26 - Section 34167 and 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month					
						Aug**	Sept	Oct	Nov	Dec	Total
1)	Section 33676 Payments	Comm College	Payments per former CRL 33676	604,155.00	40,277.00					40,277.00	\$ 40,277.00
2)	Section 33676 Payments	Unified SD	Payments per former CRL 33676	4,244,325.00	282,955.00					282,955.00	\$ 282,955.00
3)	Section 33676 Payments	Kern County Water Agency	Payments per former CRL 33676	248,580.00	16,572.00					16,572.00	\$ 16,572.00
4)	Pass Through Agreement	County	Payments per former CRL 33401	24,949,335.00	1,663,289.00					1,663,289.00	\$ 1,663,289.00
5)	Statutory Payments	County	Payments per CRL 33607.5 and .7	2,155,275.00	143,685.00					143,685.00	\$ 143,685.00
6)	Agency Agreement for Police Services	City of Ridgecrest	Police Services Reimbursement	351,600.00	351,600.00	29,300.00	29,300.00	29,300.00	29,300.00	29,300.00	\$ 146,500.00
7)											\$ -
8)											\$ -
9)											\$ -
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27)											\$ -
28)											\$ -
Totals - Other Obligations				\$ 32,553,270.00	\$ 2,498,378.00	\$ -	\$ -	\$ -	\$ -	\$ 2,176,078.00	\$ 2,293,278.00

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*** All payment amounts are estimates

7

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Minutes of the Regular City Council/Redevelopment Agency Meeting of July 20, 2011
PRESENTED BY: Rachel J. Ford, City Clerk
SUMMARY: Draft minutes of the Regular Council/Redevelopment Agency Meeting of July 20, 2011
FISCAL IMPACT: None Reviewed by Finance Director:
ACTION REQUESTED: Approve minutes
CITY MANAGER 'S RECOMMENDATION: Action as requested:

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

Action Date: August 17, 2011

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MINUTES OF THE REGULAR MEETING OF THE RIDGECREST CITY COUNCIL AND RIDGECREST REDEVELOPMENT AGENCY

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

**July 20, 2011
5:30 p.m.**

This meeting was recorded and will be on file in the Office of the City Clerk for a certain period of time from date of approval by City Council/Redevelopment Agency. Meetings are recorded solely for the purpose of preparation of minutes.

CALL TO ORDER – 5:30 p.m.

ROLL CALL

PRESENT: Mayor Ronald H. Carter; Mayor Pro-Tem Marshall 'Chip' Holloway; Vice Mayor Jerry D. Taylor; Council Member Steven P. Morgan; and Council Member Jason Patin

STAFF: Kurt Wilson City Manager; Rachel J. Ford, City Clerk; Keith Lemieux, City Attorney and other personnel

APPROVAL OF AGENDA

- Item no. 7 has been pulled due to counsel with labor attorney.
- Add first public comment after

Motion To Approve Agenda (As Amended) Made By Council Member Holloway , Second By Council Member Patin . Motion Carried By Voice Vote Of 4 Ayes; 0 Nays; 0 Abstain; 1 Absent (Council Member Taylor).

CLOSED SESSION – 5:30 p.m.

GC54956.9 (A) Conference With Legal Counsel; Existing Litigation; City Of Ridgecrest V. Benz Sanitation, Inc.

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

PUBLIC COMMENT – Closed Session

- None presented

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation – Rev. Jim Lamb

CITY ATTORNEY REPORT

- Closed Session
 - Closed Session Item 1 received report – no action taken
 - Closed Session Item 2 received report – no action taken
- Other
 - None

PUBLIC COMMENT

- Manuel Farmer – question for city manager, request for updates on business license application, asked for status
 - Kurt Wilson – has been referred to City Attorney
 - Manual Farmer – bid proposal population estimate is wrong in the RFP

PRESENTATIONS

1. Proclamation – Robert Obergfell

- Council presented proclamation and crystal recognition award to Sgt. Robert Obergfell (retired)

CONSENT CALENDAR

2. Approve Draft Minutes Of The Ridgecrest City Council/Redevelopment Agency For The Meeting Of July 6, 2011 Ford
3. Approve Draft Minutes Of The Ridgecrest City Council/Redevelopment Agency For The Meeting Of July 11, 2011 Ford

Motion To Approve The Consent Calendar (As Amended) Made By Council Member Taylor, Second By Council Member Holloway. Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.

ORDINANCES

4. **First Reading And Introduction, An Ordinance Of The City Council Of The City Of Ridgecrest Solid Waste Emergency Procedures** Lemieux

- Keith Lemieux – gave report of ordinance purpose and explanation of current process for franchises. Proposed change to draft ordinance to add:
Section 3. Urgency Ordinance

The City Council finds and declares that the failure of this ordinance to take immediate effect could result in the interruption of trash service. Therefore the City Council finds that it is necessary for this ordinance to take immediate effect in order to preserve the health and welfare of the citizens of Ridgecrest. This ordinance was passed by a four fifths vote and shall be effective immediately upon passage.

PUBLIC COMMENT – ITEM 4

- None Presented
1. *Motion To Waive Reading In Full As Amended Of An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Interim Franchises Made By Council Member Taylor, Second By Council Member Morgan. Motion Carried By Roll Call Vote 5 Ayes; 0 Nays; 0 Abstain; And 0 Absent*
 2. *Motion To Introduce, By Title Only As Amended, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Interim Franchises Made By Council Member Holloway, Second By Council Member Morgan. Motion Carried By Roll Call Vote Of 5 Ayes; 0 Nays; 0 Abstain; And 0 Absent.*
5. **First Reading And Introduction, An Ordinance Of The City Council Of The City Of Ridgecrest Amending And Adding Department Of Transportation Requirements To The Taxi Ordinance** Lemieux

- Keith Lemieux – gave staff report

PUBLIC COMMENT – ITEM 5

- None Presented
- 1. *Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Policies For Taxi Franchises Made By Council Member Patin, Second By Council Member Morgan. Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; And 0 Absent.*
- 2. *Motion To Introduce By Title Only And Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Policies For Taxi Franchises Made By Council Member Holloway, Second By Council Member Morgan. Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; And 0 Absent.*

DISCUSSION AND OTHER ACTION ITEMS

6. A Staff Report Requested By City Council Regarding Costs And Maintenance Of The Medians Ponek

- Jim Ponek – Gave staff report to council.
- Kurt Wilson – loss of resources has resulted in lack of coverage to medians.
- Jason Patin – are medians getting zero attention?
 - Jim Ponek – still providing irrigation but not getting the attention they once received.
 - Jason Patin – read comments from public. Chip and volunteers have been helping. Loud actions from public who do not want to see medians and parks overrun by weeds. Appreciate public volunteers but am fearful of liability and risk to the volunteers. Public want the medians taken care of and would like council to take action to resolve the issue. What other options have been explored? Local landscapers or other groups? Adopt a median program with advertising?
 - Jim Ponek – have not officially put out notice for these programs. Did bid for costs for maintaining and result was cheaper to do in-house. Last company gave good rate because of free advertising but rates were raised due to overhead costs going up.
 - Jason Patin – need to explore the Adopt-A-Median program.

- Steve Morgan – have in past utilized the Adopt-A-Roadway program which included sponsors maintaining the median if in their area. Contract signed to cover city liability and notifications to city of maintenance schedule. Entire liability loop not completely closed because anytime something happens in city boundaries then lawsuits get filed. Adopt a program is possible if you can get enough participation. Liability is reality we need to attempt to correct with a contract form. City of Ridgecrest did not have personnel to do entire city maintenance so decision was to not maintain medians but continue to cover parks and buildings. Community stepped up and volunteered. When budgets get better or if adjustments get made which would mean cutting somewhere else, we can do something. Fully stand behind staff for the decision regardless of whether I liked it or not. Declining revenues for years and council has mentioned in past that the pain was going to be visible at some point. Want to say to community members who stepped up, thank you for helping your city in its time of need.
- Chip Holloway – want to personally thank everyone who did help with the medians. Had two different events both community and PACT volunteers who protected the community volunteers. People used their own vehicles and made multiple trips to the dump. Great sense of community pride from everybody who helped and these volunteers have already volunteered for other projects. Gathered data on how long it really takes to clean a median. Feel this exercise is a great community program. Don't want to eliminate the opportunity for this community to come together and see what they can do. Would like to try the creative options but there is a local institution in town who are going to approach the city to work with the youth in the community. This is an area where public has said they are willing to help out, see something building and good community pride. Don't want to destroy their spirit. Would like to see us keep them involved. Liability issue should not drive our decisions. Thanked everyone who helped clean the medians.
- Ron Carter – proud our community has come forward and we have citizens who are willing to volunteer. Can solve any problem if we are all working together. Hear so much about patriotism and I am here because this is the most positive community I have ever lived in. Wish we had the money to do this but appreciate all the support from the volunteers. Was hard to support putting money into medians when we are laying people off. Having people who not only give comments and suggestions but who get involved is positive for our community.

- Jerry Taylor – don't disagree with any comments made tonight, great event to bring community together. I was working with weeds on china lake blvd or would have helped with the Downs event. Have also been using my new weed whacker to work on overgrown corners. However, because we have ignored this issue we have made the problem worse. Know the budget has been cut, however when approved it said we would maintain city hall and medians and saw an increase for parks maintenance. Did not think I would see tumbleweed city on Downs. Brought this back to talk about solutions. Had a great event, but how long can we sustain it? Do not believe this can be done on a permanent basis. In the past we used Herbicide, don't know the cost but looking for solutions. Would like to look at the youth solution. Did not see a shortfall in recreation coordinator, but in maintenance. When I look around city hall, can do less maintenance. We are saying city hall should look beautiful at the expense of 12,000 trips a day. We have people looking at other parts of city pride more frequently than around city hall. Suggest, water less and monitor water times, not middle of the day. Willing to look at less maintenance in city hall to provide maintenance at the medians. Want feedback regarding Herbicide and the youth programs. Approved a budget that covered median maintenance and labor.
- Jason Patin – do agree public did a great job, issue is a liability issue and if that is addressed willing to let volunteers do it and I will be with them to help. Eventually volunteers and companies will get tired of doing this and looking for a funding mechanism to provide either outside or internal staff. Think outside the box to find that funding mechanism. Don't want anyone to think this is something I don't approve of, just think it will be a temporary thing. Let's find a solution before it ends.

PUBLIC COMMENT

- Christina Witt – disagree with council on community service, referred to adopt-a-highway; community fireworks. Don't think council is giving enough credit to volunteers. Takes a lot of time and effort but those who participate continue to do it because they believe in the project. Liability issue, state orientation program for the volunteer leaders. Reinforced with policy, safety requirements, and rules to avoid liability. State program is successful by using these policies. Community members put in their efforts annually for various projects, state has been successful and we can be too. Create a department coordinator to work with volunteers to train and schedule projects. People volunteering time are passionate about what they believe in, not just out to get you. Honest and sincere community pride. Multi-organization groups create common good.

- Dave Matthews – Heard good suggestion. Can't remember when we began landscaping medians. Fred Etoch used to maintain some medians. Like the idea of adopt-a-median where businesses can sponsor a median, but they might need a cost estimate to decide if they can afford it. Perhaps could get the State to sponsor a median or Kern County. Remember when downs medians were landscaped there was concern by citizens who mentioned the cost of maintenance and now we don't have the cost of maintenance. Perhaps until times are better, future roadways should not have landscaped medians. Mr. Ponak is loaded and there are decisions to be made, perhaps could form an Adhoc committee to work on solutions.
- Joe Conway – suggest bushes be removed and after trees get taller and provide shade then can put the bushes back or use Herbicides. Dump doesn't open until 8am, start early with cleanup and stack it and then close to 8am then begin filling the trucks. Also get a water truck to spray the dirt to soften it before trying to pull the weeds.
- Howard Auld – Ridgecrest financial recovery team finds this discussion interesting. This is the first time the whole council said we need money. With what we saw done to the medians and the number of people involved, this is a factor we can use to tell Congressman McCarthy that we are a self-help city. if we can do this we can also do self-help with piney pool and little league. Self-help will go a long way when we talk to congress.
- Chip Holloway – echoed the request for Herbicide costs. Would like to have some gas powered equipment to get around cactus and ice plants and maybe follow up with Herbicide. Had participants in the adopt-a-median program until we began charging. Bring back figures for businesses to see what the costs would be.
- Jason Patin – good points from Ms Whitt. Service clubs do a phenomenal job in our community. State model is already in place and we could use that as the groundwork to create our own system.
- Jerry Taylor – doesn't believe any one single answer; think we should look at all creative solutions. There are community oriented thoughts and may get more participation. Can't let the plants die at some medians as we accepted grant money. Could eliminate some bushes. Maintain the larger trees and the spirit of what we accepted with the grant money. Also look at better technology to water less. Know the water is not water district money and not paying the normal rates, but still takes electricity and pump maintenance and a cost to mow the grass. Noticed that at my house the grass does grow slower when not watered as often. Can let the parks go a little longer between watering. Don't know about committee or just staff report, want people to come forward with solutions. Cost to pay dump fees from street sweepers, perhaps we can work a deal with county for cover for landfill and other solutions.
- Kurt Wilson – grant restrictions reviewed, don't believe there is a continuing obligation at this point; city attorney has not given formal opinion. State model, caution they are currently revisiting their traffic control due to recent multiple deaths.

- Jim Ponek – herbicide eliminated two years ago as an \$8000 line item. During that time we had a staff member licensed to do herbicide. Regarding the grant for the Downs St. medians, appears there is no obligation to give the funds back if we allow them to die, however there is an opinion we may have difficulty procuring future funding if we do this.
- Jerry Taylor – like the beautification project on the medians, only talking about the watering and eliminating the smaller bushes that are not seen.
- Jason Patin – with regards to the state model, may be other models from other cities, asking we explore those options.
- Jerry Taylor – was herbicide labor reductive.
 - Jim Ponek – herbicide did not solve the problem unless put down consistently because what is available is not as strong as it used to be and washes away quicker.
- Ron Carter – council giving direction to staff to provide more solutions. Will be having similar discussions and can't be pulling from budget during times of less revenues. Like the idea of adopt-a-median and is crucial that community steps forward during low revenue times.

7. Approve A Resolution Granting A Golden Handshake To The Administrative Analyst III Ford

Item 7 pulled from agenda.

8. Approve A Resolution Adopting An Extension To The Memorandum Of Understanding Between The City Of Ridgecrest And The United Food And Commercial Workers Union (UFCW 8-Golden State) And Authorizing The City Manager To Sign The Extension Agreement Wilson

- Kurt Wilson – gave staff report.

PUBLIC COMMENT – ITEM 8

- None Presented

Motion To Approve By Minute Motion Adopting An Extension To The Memorandum Of Understanding Between The City Of Ridgecrest And The United Food And Commercial Workers Union (UFCW 8-Golden State) And Authorizing The City Manager To Sign The Extension Agreement Made By Council Member Morgan , Second By Council Member Holloway . Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.

9. Approve A Resolution Adopting A Memorandum Of Understanding Between The City Of Ridgecrest And Kern Council Of Governments For The REAP Program And Authorizing The City Manager To Sign The Agreement

Wilson

- Robert Phipps – Administrative Services Director of Kern Council of Government gave PowerPoint presentation of Southern California Edison grant received to fund Regional Energy Action Plans. *(Copy On File In The City Clerk Office)*
- Steve Morgan – because of AB32 there may be concern that this is an effort to guide us to a mandatory direction. This is a process that will move forward regardless of Ridgecrest participation. Encourage Ridgecrest to participate and show the state we are committed to lowering the carbon footprint. Minimal impact to staff because Kern COG will converse with a member or more of staff to gain data which is fairly easily attainable. Believe this is worthwhile for us to participate in. Appreciate Mr. Phipps for coming here. One step in this plan is to incorporate into the general plan which also shows the state we are committed to this program of reducing greenhouse gas emissions.

PUBLIC COMMENT – ITEM 9

- Dave Matthew – agenda does not have the presentation. Would like a copy of the presentation. Terms and numbers that do not have background information available.
- Barbara Auld – question mark on REAP, spell it out.
- Howard Auld – years ago was a member of the air pollution control district, they would be good partners for this.

COUNCIL COMMENTS

Motion To Approve A Resolution Adopting A Memorandum Of Understanding Between The City Of Ridgecrest And Kern Council Of Governments For The REAP Program And Authorizing The City Manager To Sign The Agreement Made By Council Member Morgan , Second By Council Member Taylor . Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.

10. Discussion Of Procedures For Evaluating Proposals Received For The Solid Waste Collection Franchises **Wilson**

- Kurt Wilson – gave staff report. Process of RFP is moving forward. Proposals will be received from applicants on August 1 and once received there is a process that needs to be decided for first level of evaluation. Anticipate 3-5 hours each for up to 7 applications. Looking for direction on who will be involved in the process. Consultant is available but council needs to determine if all consultant or if committee, staff, and/or stakeholders. Looking to have readings start on August 2 and then bring back to council for selections and contract terms.
- Jason Patin – 7 proposals is very time consuming. Easier to narrow down and not opposed to consultant driving and have staff and community participation to narrow down to top 3 picks for our situation.
- Jerry Taylor – agree with Mr. Patin, is important to get citizen participation. Helps to build more credibility if citizens are involved. Challenge is the schedule and think there is an opportunity to delegate. Not in favor of consultant having total control, important to have opportunity for staff and community who have the credentials to be involved.
- Chip Holloway – have to trust the experts, like that we have a consultant but need to have a citizen panel that have the experience and credentials to do this. Anybody who can bring value to this selection.
- Steve Morgan – besides consultant and possibly Mr. Speer, have member of the public who has agreed on a short time period (is an acquisition manager) and would be willing to participate. Not asking members of the public to say what they like or don't like but at this stage of evaluation is to see if the proposal answered all the questions we asked. As long as that is clear to the public members who participate then have no problem moving forward.
- Ron Carter – all in agreement with community involvement as well as the consultant and a staff member.
- Jerry Taylor – to be clear, not looking for public at large but a member or two to work with the consultant and a staff member.
- Kurt Wilson – ultimate goal is to package information for council to be able to make decision without spending the number of hours required to do the evaluations.
- Jason Patin – where do we go from there? Are they going to provide one or three?
- Kurt Wilson – consultant does have a process that he will be presenting. First portion is what will the cost be for a set service, then there is leeway for the proposers to be able to give suggestions and their expertise to be incorporated.
- Jason Patin – what are we asking the panel to do?
- Kurt Wilson – you will get a synopsis of what was presented from all proposals.
- Jerry Taylor – further clarification, what is the selection criteria and is it in writing? How do we balance bid A v. bid B?

- Kurt Wilson – first is exactly what was asked for in the RFP but will then have additional information to make a policy call if there are suggestions you would like to consider.
- Jerry Taylor – if there is alternative suggestions then usually go back out to the others so can compare everyone on same basis.
- Kurt Wilson – you do have that discretion.

PUBLIC COMMENT

- None Presented

COUNCIL COMMITTEES

Infrastructure Committee

Members: Steve Morgan, Jerry Taylor, Craig Porter, James Sanders
Meeting: 2nd Wednesday of the month at 5:00 p.m., Council
Conference Room
Next Meeting: August 10, 2011

- Jerry Taylor – met July 13. Much discussion relative to street construction that has not been completed. Also Ridgcrest Blvd. right-of-way street project discussion. Working the sewer issue. Downs street widening project reviewed and two ball-field lights have to be moved to widen Downs Street. High powered transmission lines from substation and cannot use rule 20 but can move lines at SCE expense and will impact two ball field lights. Wal-Mart channel discussion maintenance issue, dust control.

Quality of Life

Members: Chip Holloway, Jason Patin, Craig Porter, Carter Pope
Meetings: 1st Thursday of every even month at 12:00 p.m.; Kerr-McGee
Center
Next Meeting: August 4, 2011

- Chip Holloway – lighting was on agenda but didn't complete discussion. Needs to be added. Update of proposal for Pinney Pool coming. Park proposals received reports and no action taken. Committee will not make any decision until cumulative report. August 30 and 31 meetings scheduled.
- Jason Patin – evaluating every park and if don't see the whole picture may not have funding to do what we want so looking at all reports before deciding how to spend the funds.

City Organization

Members: Ron Carter, Jerry Taylor, Lois Beres, Carter Pope
Meeting: 3rd Tuesday of the month at 5:00 p.m.; Council Conference Room
Next Meeting: August 16, 2011

- Jerry Taylor – did not meet and doubt will meet in August.

Community Development Committee

Members: Steve Morgan, Jason Patin, Christopher LeCornu, James Sanders
Meetings: 1st Thursday of the month at 5:00 p.m.; Council Conference Room
Next Meeting: August 4, 2011

- Jason Taylor – did not meet
- Steve Morgan – will not be at that meeting. Will be out of town from the 4th -8th and available any other times after that.
- Tentatively rescheduled to August 2 at 5pm

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

Members: Ron Carter, Chip Holloway, Ron Strand
Meetings: 2nd Monday of odd numbered months at 6:00 p.m., Kerr-McGee Center
Next Meeting: September 12, 2011

- Ron Carter – dark during the summer

Ridgecrest Area Convention and Visitors Bureau (RACVB)

Members: Chip Holloway and Jason Patin
Meetings: 1st Wednesday of the Month, 8:00 a.m.
Next Meeting: August 3, 2011 and location to be announced

- Chip Holloway – have not met, next meeting announced

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

- Jerry Taylor – Desert Mountain meeting Friday.
- Steve Morgan – Kern COG meeting tomorrow and Ridgecrest item for funding for new bus. Also house resolution 1582 common sense ozone regulation act presented by Mr. Phipps.

PUBLIC COMMENT

- Timothy Folk – presented council with pictures. Fax issues. Textures, equipment malfunctions, false arrest, frustrated, accumulated smear campaign from officers who did false arrest. Could not get appointment with police.
 - Kurt Wilson – procedure for filing complaint, other issues are not council jurisdiction. Recommend contacting federal representatives.
 - Timothy Folk – requested documentation back and wanted to bring to council attention. Attempted to bring delicate situation to several people's attention. Picture from library. Subjected to many things in wrong perspective. Inappropriate narrations. Asked for docket numbers.
- Christina Whitt – clarified that not everyone who volunteers will get tired and stop the maintenance. Grandsons birthday and didn't get a chance to thank Mr. Morgan for the fireworks, they were amazing. Thanked council for putting right turn only lanes at the charter school on Downs. Saw a lot of people turning right and area is much safer.

CITY MANAGER REPORT

- Kurt Wilson – august items related to redevelopment agencies. One certifying statement of indebtedness and the other is option for ransom payment. May see other cities doing this and timing deadline is November 1 to adopt or can choose to adopt the ordinance or go status quo. One or both will be coming in August.
 - Chip Holloway – what if there is a stay?
 - Kurt Wilson – would depend on the terminology.
- Kurt Wilson – will be out of town next week attending Berkley executive seminar and Mr. Speer will serve as acting city manager.

MAYOR AND COUNCIL COMMENTS

- Jason Patin – met with Senators' Boxer and Feinstein representatives regarding the desert land protection act. Appears to be positive for Ridgecrest but another piece of legislation which would close all land around Ridgecrest completely. Alton Garrett was great and asked about payments in lieu of taxes funds for military communities and he will be looking into this for us. Thanked public for the work on the medians. Will work on that issue to try to remedy the situation. Working on big issues especially for the parks. Appreciate those members of public who speak up and tell us what they would like us to do. Fred Etoch passed away last week, was owner of Chevrolet and contributed a lot to this community, my condolences and appreciation to the family.

- Steve Morgan – besides Mr. Etoch passing, also lost good friend in Sharon Bisdechi. Scoping notification for BLM on final disposition of furnace creek vehicle route and information is at <http://blm.gov> website. Also would like to thank senate representatives and have SB138 information which preserves off-highway vehicle use areas. have concerns in the different bills which continue to pile up. Wonderful discussion with the representatives, novel that they were in Ridgecrest and thanked Mr. Wilson who spearheaded the visits. On the SCE project and asked Dennis Speer to look at the poles being installed to make sure they are not in the right-of-way. Will not be at the August 3 meeting. Glad coming to point that seeing light at the end of the tunnel with issue of waste hauler. Few things being said about city's willingness to discuss issues, I was willing to discuss anything at any time and did so by taking off work, before work, and after work. Not one ounce of truth in the claim that this council did not try to participate.
- Jerry Taylor – second Mr. Morgan's comment. Was also at a lot of those meetings and many conversations trying to resolve these issues. Attended Fred Etoch funeral service and thank family for their contributions to our community. Condolences to the family. Wish Leon the best also. Appreciate tonight's discussions and council input. Hard to sell Ridgecrest when it looks bad and thank citizens for their contributions. Charter sponsors banner did not get hung due to a typo, listed all the sponsors. Next set will hopefully be out soon. <http://rcmp.com> and Ridgecrest chamber of commerce for more information
- Chip Holloway – thanked Jerry and the sponsors for the banner program. Great ideas come our way and we get distracted but Jerry's persistence with this program is appreciated and it is exciting to see the banners hung. Thanked Kurt for getting us access to our state senators. Council members have been here many years, Jason saw a map that looked like a good outcome for Ridgecrest, but if you have been here many years like Steve the cumulative effect of that map did not register to first time members. This map wasn't as good as it looked so don't discount the value of corporate knowledge. On the medians, if anybody thinks it is a bad idea to have good medians they are wrong, it's a good idea to have curb appeal and we need that for our community. Did not have to come to Ridgecrest, when buying my first franchise looked at 3 cities and what stayed with me was the medians and this building that gave the impression of a modern city and an up and coming community. Has a cumulative effect on people coming to this community. Attending long beach RDA meeting tomorrow with Kurt. League is expecting to be aggressive with Prop 22 implementation. Condolences to the Etoch family. Member of exchange club.
- Ron Carter – condolences to Fred's family. My contact was he was fair, honest, funny, and a fantastic leader. Good meetings with senator's representatives. Went into Feinstein's meeting and cut short because of lengthy discussions with Mr. Morgan. Asked him to come back. With Barbara Boxer's representative also cut short because of Mr. Morgan. Jason had positive input and believes they will check out the PILT monies and get back with us.

ADJOURNMENT at 8:53 pm in honor of Fred Etoch

Rachel J. Ford, CMC, City Clerk

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: Minutes of the Regular City Council/Redevelopment Agency Meeting of August 3, 2011
PRESENTED BY: Rachel J. Ford, City Clerk
SUMMARY: Draft minutes of the Regular Council/Redevelopment Agency Meeting of August 3, 2011
FISCAL IMPACT: None Reviewed by Finance Director:
ACTION REQUESTED: Approve minutes
CITY MANAGER 'S RECOMMENDATION: Action as requested:

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

Action Date: August 17, 2011

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

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

**August 3, 2011
5:00 p.m.**

This meeting was recorded and will be on file in the Office of the City Clerk for a certain period of time from date of approval by City Council/Redevelopment Agency. Meetings are recorded solely for the purpose of preparation of minutes.

CALL TO ORDER – 5:00 p.m.

ROLL CALL

PRESENT: Mayor Ronald H. Carter; Mayor Pro-Tem Marshall 'Chip' Holloway; Vice Mayor Jerry D. Taylor; Council Member Steven P. Morgan; and Council Member Jason Patin

STAFF: Kurt Wilson City Manager; Rachel J. Ford, City Clerk; Keith Lemieux, City Attorney and other personnel

APPROVAL OF AGENDA

- No changes

Motion To Approve The Agenda (As Amended) Made By Council Member Patin , Second By Council Member Taylor . Motion Carried By Voice Vote Of 4 Ayes; 0 Nays; 0 Abstain; 1 Absent (Council Member Morgan).

CLOSED SESSION – 5:00 p.m.

GC54956.9 (A) Conference With Legal Counsel; Existing Litigation; City Of Ridgecrest V. Benz Sanitation, Inc.

GC54957.6 Labor Negotiations – United Food and Commercial Workers Local 8 (UFCW); Police Employee Association of Ridgecrest (PEAR); Mid-Management Group of Employees (MM); Confidential Group of Employees (CO); Management Group of Employees (MG) – Agency Negotiator City Manager Kurt Wilson

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

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

PUBLIC COMMENT (Closed Session)

- None presented

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation – Warren Campbell

CITY ATTORNEY REPORTS

- Closed Session
 - Closed Session Item 1 – Benz report received, no action taken
 - Closed Session Item 2 – undisclosed litigation discussed, no action taken
 - Closed Session Item 3 – undisclosed litigation discussed, no action taken
 - Closed Session Item 4 – negotiations pulled and not discussed
- Other
 - No other report

PUBLIC COMMENT

- Tom Nichole – muscular dystrophy association fundraising event.
- Stephanie Harris – partnership fundraiser with local firefighters. Gave history of muscular dystrophy association and its program. Spoke on having two sons with SMA and how MDA has assisted with camp attendance, family support, and equipment. Firefighters partner with the Fill the Boot fundraiser. September 17 at intersection of china lake blvd and Ridgecrest.
- Jay Chun – president of Ridgecrest chamber of commerce proposed partnership for economic development. Chamber in favor of collaborative effort to discuss, plan, and set goals for economic growth Indian wells valley, china lake alliance and others. Plan with needs and goals that can be taken to other boards and businesses to move Ridgecrest forward in economic development.

PROCLAMATIONS

1. **A Proclamation Of The Ridgecrest City Council Posthumously Honoring Ridgecrest Citizen Fred Etoch**
 - Mayor and Council Members presented the family of Fred Etoch with a proclamation honoring his memory.

CONSENT CALENDAR

2. Approve A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 025-N To The Administering Agency-State (State California Department Of Transportation) Agreement No 09-5385R And Authorizing The City Manager To Sign The Agreement Speer
3. Approve A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 01-15 Rev. 000 To The Administering Agency-State (State California Department Of Transportation) Agreement No 00036S And Authorizing The City Manager To Sign The Agreement Speer

Items removed - none

Motion To Approve Consent Calendar Made By Council Member Holloway, Second By Council Member Morgan. Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.

PUBLIC HEARING

4. A Public Hearing Of The Ridgecrest City Council To Receive Comments Pertaining To A Golden Handshake For The Position Of Administrative Assistant – Finance Staheli
 - Tyrell Staheli – gave staff report. Reviewed current costs and estimated savings.

No questions or comments were presented from Council or members or the public.

DISCUSSION AND OTHER ACTION ITEMS

5. Discussion and Minute Motion Of The Ridgecrest Redevelopment Agency Project; China Lake Technologies Economic Development Concept Agreement; Pending AB 1X 26 And 27 Or TAB Analysis McRea
 - Jim McRea – gave staff report and history of project with special notation of the current status of redevelopment agencies with respect to Assembly Bill 1X 26 and 27. Current legal analysis is the Tax Allocation Bonds which were entered into prior to the new laws may not be affected at this time and projects connected may be allowed to move forward. Reviewed the phases of the project and costs for the project. This project is presented for discussion but until legal confirmation the first phase will not be implemented.
 - Jerry Taylor – agrees with the project but would like to see an escape clause in the agreement that comes back to council.
 - Tom Wiknich – considering the contract but won't go into effect until lawsuit is settled?

- Jim McRea – projects in the tax allocation bond have been authorized and debt has been incurred. The bill dissolved the agency or entering into the opt-out agreement (pay to play with ransom payment by city). Initially these are thought to be outside the scope of the law. Entered into a contract with De La Rosa to spend the funds within set time period.
- Tom Wiknich – none of the projects already authorized will be affected?
- Kurt Wilson – current opinion is the projects will not be held up. If that changes then we will discuss again.
- Jason Patin – these funds are coming from the list under economic development and business park
- Chip Holloway – if we pass then don't have to come back

Motion To Approve By Minute Order A Concept Agreement Between The Ridgecrest Redevelopment Agency And China Lake Technologies Economic Development Made By Council Member Holloway , Second By Council Member Patin . Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.

6. Discussion And Appeal Of The Community Remittance Payment Amount

McRea

- Kurt Wilson – PowerPoint presentation summary for the benefit of the public, regarding redevelopment purpose; history; rules; and funding sources. Ridgecrest redevelopment agency history; accomplishments; legislation and the effect on the redevelopment agency. Proposed 'Ransom Payment' is scheduled to be an obligation of the City rather than Redevelopment Agencies. Department of Finance projected costs does not take certain things into account so we have until August 15 to file an appeal of the amount and justify the reason for the appeal. Outlined certain steps necessary to continue the current redevelopment agency and City's deadlines and actions to be taken. In the event council chooses to move forward and later decides to reverse the decision then may do so until January 15.
- Jim McRea – notification that we are going to appeal the amount of the community remittance payment. Reviewed the department of finance statistics and guidelines released August 1.
- Kurt Wilson – want to make council aware that we are going to appeal because we believe the calculated payment amount is incorrect.
- Jim McRea – funds will be paid by agency to City whom will then make the payment.
- Jason Patin – appeal has to be in by August 15? Isn't it odd that we are appealing extortion?
- Jim McRea – primary reason for the appeal is because of the bond issuance. Item 8 the Council will decide whether to absolve or continue the agency.

Motion To Move Forward With Appeal Made By Patin, Second By Holloway. Motion Carried By Voice Vote Of 5 Ayes, 0 Nays, 0 Abstain And 0 Absent.

7. Approve A Resolution Of The City Council Of The City Of Ridgcrest Declaring Its Intention To Enact An Ordinance Whereby The City Shall Elect To Comply With And Participate In The Alternative Voluntary Redevelopment Program Contained In Part 1.9 Of Division 24 Of The California Health And Safety Code **McRea**

- Kurt Wilson – if council does not want to move forward then this item is not necessary but staff is recommending that we move forward with this resolution regardless of ultimate decision on continuance of agency. This resolution must be submitted by august 15 and decision may be changed later. Things are moving very quickly and want to cover the agency should council decide to continue.
- Steve Morgan – suggest amending language of resolution to add the words extortion to continue in program with gun to our heads. Second page, first whereas references an oversight committee of the state which has not been put together yet. Oversight of what? Racketeering or extortion. Other parts discuss ‘unknown annual remittances’ we have no idea how much will be charge annually. Another whereas on page 3 intends to adopt ordinance required, suggest modification to say forced ordinance under duress. Understand the need to do this to show intent that we may be willing to play until the judge issues a decision. None of our local legislators voted for this. I cannot vote for this.
- Jason Patin – based on Morgan’s comments, we have until January 15 to pay, what are the odds we will have answers to some of these by that time.
- Kurt Wilson – cannot give the odds, in the event the legal action is successful there is possibility that this won’t happen. It could all be suspended.
- Jason Patin – put timelines here but leaves the important things out. If we move forward we pay the money and it is all overturned will be get the money back?
- Kurt Wilson – logic says yes but can’t say absolutely. It all depends on court actions.
- Jason patin – no guarantee we would get the money back, courts may say give it back or may move in favor of the state then have to do this action to continue. Don’t have a problem moving forward today knowing that payment doesn’t go out until January 15.
- Chip Holloway – feel like I caught a guy in my restaurant with gun taking money from my cash register and I have to pay for his defense attorney. Read part of the resolution regarding the constitution. I cannot support that clause. Every senator had to say they supported the constitution and department of finance says it is unconstitutional. Council is being asked to support an unconstitutional action.
- Keith Lemieux – resolution drafted by Dave McEwen. What they are saying is we are not saying these are legal but will comply with the constitution. Idea is to make sure this is not used as a basis to claim that we have taken a position of support.
- Chip Holloway – don’t we have money tied up into an appeal that we won and they appealed?

- Kurt Wilson – we lost that appeal but it is still working its way through the process.
- Christina Witt – what are the consequences of dissolving the RDA? Projects are now on hold, if you pay the extortion will these projects continue or stay on hold?
 - Kurt Wilson – clarified two questions. If the agency is dissolved, no ability to move forward on these projects. If opt to continue can move forward with the projects. 20% housing increment. Separate rules for the percentages which cannot be answered at this time.
 - Christina Witt – if dissolved, do bonds have to be paid back?
 - Kurt Wilson – the successor agency would have to pay them back.
- Stan Rajtora – did I just hear that if the RDA goes away, the set aside low cost funding for housing goes away and don't have a commitment?
 - Kurt Wilson – 20% of the increment, but if no RDA then there is no increment. Would no longer have access to it. State is after the funds. Because we have already sold the bonds there is a contractual obligation, however counsel is reviewing to be sure. TAB funds may be saved so long as expended within the confines established.
 - Stan Rajtora – if the low income housing goes away, not sure why we care. Question about split between county and city. county will be going to 100% on some aspect of the money, seems is more in benefit to county to continue RDA if we aren't guaranteed a portion of the funds. Is it possible to adjust the boundary of RDA to not include the portion county is contesting and whatever city gets then only have that. We are paying ransom for county's RDA. Not understanding.
 - Jim McRea – presentation for item 8 may answer that. Assets are transferred to a successor agency by October or November 1.
 - Stan Rajtora – in that case the ransom should go down.
- Tom Wiknich – in discussion, if we dissolve and send our obligation to another agency to pay off the debt. Regarding the unknown obligation, could all projects be on contract for one year and then dissolve?
 - Kurt Wilson – good thought, but current bar was set by state. Rules changed when agencies tried to obligate their funding. Very likely that rules would change if we tried to do this. Possible.
- Chip Holloway – even if we take these steps can't move forward with projects. When can we begin moving forward and who will be liable if we don't move forward?
 - Kurt Wilson – Dave McEwen is working on that answer and without such won't be able to make a recommendation to council until that answer has been received.
 - Jim McRea – this is a resolution declaring intention only.
- Jerry Taylor – this is our willingness to answer the phone when it hasn't rung yet. Understand the frustration but think we need to keep ourselves in this game and at the end we may still have funds, but if we don't then we don't have any funds. Spent good money for Prop 22 and will do so to help keep us in the fight.

- Jason Patin – if you let housing go then have to be willing to let everything else go. TAB funds are secured already and money is in the bank. At risk are the increments that come after that. All goes away if we don't continue with the RDA. If we don't answer then are dead in the water. Willing to move forward without writing check today in the hope that we will have answers before the check is written. Make final decision on January 15.
- Chip Holloway - Motion with amendment to read 'whereas the city by the adoption of this resolution...
- Ron Carter – would like to move forward

*Motion To Amend The Resolution And Adopt With Amendment **'Whereas Although The City Believes That ABX126 And 27 Are Unconstitutional, It Nevertheless Takes This Action To Preserve The Ability Of The Agency To Continue To Operate And Thereby Benefit The Community'** Made By Council Member Holloway, Second by Council Member Patin. Motion Carried By Roll Call Vote Of 4 Ayes; 1 Nay (Council Member Morgan); 0 Abstain; And 0 Absent*

ORDINANCES

8. **First Reading And Introduction, An Ordinance Of The City Council Of The City Of Ridgecrest Determining It Will Comply With The Voluntary Alternative Redevelopment Program Pursuant To Part 1.9 Of Division 24 Of The California Health And Safety Code In Order To Permit The Continued Existence And Operation Of The Redevelopment Agency Of The City Of Ridgecrest, And The Discussion Of The RDA Options In Accordance With AB 1x 26 And 27** Lemieux
- Jim McRea – gave staff report. Reviewed the 16 steps required to continue the agency.
 - Steve Morgan – understand ramifications. Step 16 last bullet states revised agency will operate under the state oversight board formed by 1/1/12. Cannot vote for this.
 - Jason patin – again, will know before writing the check.
 - Jim McRea – action taken by ordinance can be rescinded by ordinance. If you wish to dissolve there is a different path.
 - Chip Holloway – if we don't dissolve then we don't get the oversight committee.
 - Jim McRea – if we adopt an ordinance and continue you don't need the enforceable obligation payment schedule. Until the payment is due, then are following the procedure. Statement of indebtedness is required regardless. If you dissolve there are other steps that must be taken. Referred to attachment 2 of item no. 8. Can't dissolve and not pay past debts.
 - Jason Patin – if we don't follow these steps then have no choice but to follow the steps to dissolve.
 - Jerry Taylor – so to dissolve then just have to pay the debts.
 - Chip Holloway – who's going to pay?

- Jim McRea – you get the opportunity.
- Chip Holloway – we have existing bond holders, will new documents be reissued and who will pay.
 - Jim McRea – you get that opportunity and the increment will be reduced.
 - Kurt Wilson – whoever controls the increment will pay.

PUBLIC COMMENT – item 8

- Stan Rajtora – still sounds like the county will start taking 100% of some portion of the increment if we stay in or start a new RDA. Amount of revenue for RDA won't know. Don't know the future ransoms for continuous years. Net benefit of RDA is questionable. We all know state of California wants the money so they will do everything they can to ensure our revenues are minimal and theirs is maximized. Not saying we should not do this tonight but before we give a penny in ransom payments we need to understand the benefits.
 - Jason Patin – agree. Before I vote to write the check then need some answers. Willing to move forward with this tonight but may not be willing in January.
 - Ron Carter – at this point we are keeping the door open and state may not have the answers or care.

Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Determining It Will Comply With The Voluntary Alternative Redevelopment Program Pursuant To Part 1.9 Of Division 24 Of The California Health And Safety Code In Order To Permit The Continued Existence And Operation Of The Redevelopment Agency Of The City Of Ridgecrest, And The Discussion Of The RDA Options In Accordance With AB 1X 26 And 27 Made By Council Member Patin , Second By Council Member Taylor . Motion Carried By Voice Vote Of 4 Ayes; 1 Nays (Steve Morgan); 0 Abstain; 0 Absent.

Motion To Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Determining It Will Comply With The Voluntary Alternative Redevelopment Program Pursuant To Part 1.9 Of Division 24 Of The California Health And Safety Code In Order To Permit The Continued Existence And Operation Of The Redevelopment Agency Of The City Of Ridgecrest, And The Discussion Of The RDA Options In Accordance With AB 1X 26 And 27 Made By Council Member Patin , Second By Council Member Taylor . Motion Carried By Voice Vote Of 4 Ayes; 1 Nays (Steve Morgan); 0 Abstain; 0 Absent.

9. Second Reading And Adoption, Ordinance 11-01, An Ordinance Of The City Council Of The City Of Ridgecrest Solid Waste Emergency Procedures

Lemieux

- Keith Lemieux – gave staff report. Anticipates the need to issue an interim franchise so this ordinance is an urgency ordinance for health and safety and limits interim franchise to not more than 120 days.

- Tom Wiknich – at end of 120 days can another contract be issued?
 - Keith – yes. Nothing to stop a serial interim so long as done by resolution.
- unknown – contractor at the dump, what happens when Benz contract ends?
 - Keith – this gives council ability to issue an interim franchise.

Motion To Waive Reading In Full And To Adopt By Title Only, Ordinance No. 11-01, An Ordinance Of The City Council Of The City Of Ridgecrest Solid Waste Emergency Procedures Made By Council Member Taylor , Second By Council Member Morgan. Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.

Motion To Adopt, By Title Only, Ordinance 11-01, An Ordinance Of The City Council Of The City Of Ridgecrest Solid Waste Emergency Procedures Made By Council Member Taylor, Second By Council Member Morgan. Motion Carried By Roll Call Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.

10. Second Reading And Adoption, Ordinance 11-02, An Ordinance Of The City Council Of The City Of Ridgecrest Amending And Adding Department Of Transportation Requirements To The Taxi Ordinance Lemieux

- Keith Lemieux – gave staff report
- No public comments presented

Motion To Waive Reading In Full And To Adopt By Title Only, Ordinance 11-02, An Ordinance Of The City Council Of The City Of Ridgecrest Amending And Adding Department Of Transportation Requirements To The Taxi Ordinance Made By Council Member Morgan , Second By Council Member Patin . Motion Carried By Voice Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.

Motion To Adopt, By Title Only, Ordinance 11-02, An Ordinance Of The City Council Of The City Of Ridgecrest Amending And Adding Department Of Transportation Requirements To The Taxi Ordinance Made By Council Member Morgan , Second By Council Member Taylor . Motion Carried By Roll Call Vote Of 5 Ayes; 0 Nays; 0 Abstain; 0 Absent.

PUBLIC COMMENT

- No comments presented.

DEPARTMENT AND COMMITTEE REPORTS

Infrastructure Committee

Members: Steve Morgan, Jerry Taylor, Craig Porter, James Sanders
Meeting: 2nd Thursday of the month at 5:00 p.m., Council Conference Room
Next Meeting: August 11, 2011

- Jerry Taylor – items on agenda is Wal-Mart drainage and pavement management

Quality of Life

Members: Chip Holloway, Jason Patin, Craig Porter, Carter Pope
Meetings: 1st Thursday of every even month at 12:00 p.m.; Kerr-McGee Center
Next Meeting: August 4, 2011

- Jason Patin – Meeting tomorrow.

City Organization

Members: Ron Carter, Jerry Taylor, Lois Beres, Christopher LeCornu
Meeting: 3rd Tuesday of the month at 5:00 p.m.; Council Conference Room
Next meeting: August 16, 2011

- Jason Patin – gave staff report

Community Development Committee

Members: Steve Morgan, Jason Patin, Christopher LeCornu, James Sanders
Meetings: 1st Thursday of the month at 5:00 p.m.; Council Conference Room
Next Meeting: August 4, 2011

- Steve Morgan – improving efforts to ensure contractors and subs have appropriate licensing to protect citizens.

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

Members: Ron Carter, Chip Holloway, Ron Strand
Meetings: 2nd Monday of odd numbered months at 6:00 p.m., Kerr-McGee Center
Next Meeting: September 12, 2011

- Ron Carter – scheduled for September 12 and suggests first meeting focus on goals and objectives.

Ridgecrest Area Convention and Visitors Bureau (RACVB)

Members: Chip Holloway, Jason Patin
Meetings: 1st Wednesday of the month, 8:00 a.m.
Next meeting: September 7, 2011 and location to be announced

- Chip Holloway – gave staff report (minutes on file in city clerk office)

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

- Jerry Taylor – desert mountain division ‘Save Morgan Hills’ video regarding RDA. Next meeting in twenty nine palms.

CITY MANAGER/EXECUTIVE DIRECTOR REPORTS

- Kurt Wilson – staff aware of problems with broadcast and working with Mediacom to correct. MIS staff updated the broadcast room. Chief has been working on public safety issues related to state activities and will bring presentation to council soon. Solid waste RFP committee is on-board and offers thanks to them. Stan Rajtora, Chuck Roulund, and Steven Boster will be evaluating proposals for council recommendation. September council meeting changes for league of California cities. Will plan on cancelling September 17 meeting for lack of quorum.

MAYOR AND COUNCIL COMMENTS

- Jason Patin – another median project coming up. Been discussing with Jim Ponek to try to develop adoption program. Watched redistricting meeting yesterday, option no. 7 selected and we get to keep 2 representatives, thanked county supervisors for their decision. Thanked Stephanie Harris for MDA information and thank fire department for their support of the program. Jay Chung, thanked for offer of joint economic development and will be happy to attend meetings. Congratulations to Etoch family have had a hard time with family tragedy. Fred contributed to local organizations and the family continues to do the same. In our prayers during the grieving process. Local family with premature infant and realtors and community response for help was amazing. Personally thank the realtors and community for their support.

- Steve Morgan – amazed at the amount of community support Ridgecrest gives. Have had many citizens with difficulties such as friend with home that burned down and how individuals and groups came forward to assist. This makes Ridgecrest special. Thanked Jay for speaking to council regarding economic development, council is open and willing to listen and work with individuals. Remind council will be gone for august 17 meeting and will not be available remotely. Schools opening so remember children when driving. There have been individuals asking questions about my intentions for election. No way that I will run for another term on council. Have been beat up enough, accused of illegal action. Will continue to work for this city and once I step down from the public realm but is time for someone else to take the beating. Appreciate the time the citizens have given by electing me to this council and for not signing a recall. Proud of the work we have done. Think Ridgecrest is blessed with the representation we have.
- Jerry Taylor – can relate to Mr. Morgan’s statement. Interesting time. Will do my part to have less in my house to recycle. Not here to help further discussion on front page today. Here to do hard work and diligence. That is what I do in my day job and what I do here. Will continue to work hard for this community.
- Chip Holloway – thanked Rachel for putting proclamation together for the Etoch family on such short notice. Thanked Jay for speaking on economic development and including other organizations in town. Excited about the future of this project. Tangible things came out of similar project with the college. Glad organizations that are struggling just like the city are willing to step forward and try to work things out to improve our community.
- Ron Carter – thanked Chamber for their leadership on economic development. Nathan and Kurt have been meeting. Want to do something big with organizations in our community, have opportunity to do great things for our community. Thank you, we are headed the right direction. Thanked the Etoch family for coming to the meeting, had opportunity to work with the family thru the years. Concern, spoke with Sen. Boxer’s representative when in town, are getting a lot of veterans coming back from war with injuries but they don’t have support from communities. Injured veterans need jobs and as a county and community what can we do for them? Blessed that two of my grandsons came back and appreciate all veterans out there protecting us.

ADJOURNMENT at _____ pm

Rachel J. Ford, CMC, City Clerk

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CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY AGENDA ITEM

SUBJECT:

Discussion and approval of a resolution designating a voting member and alternate to attend the League of California Cities annual business meeting and represent the City of Ridgecrest.

PRESENTED BY:

Kurt Wilson – City Manager

SUMMARY:

The League's 2011 Annual Conference is scheduled for September 21-23 in San Francisco. An important part of the Annual Conference is the Annual Business Meeting (*at the closing General Assembly*), scheduled for 2:30 p.m., Friday, September 23, at the San Francisco Moscone West Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the city council must designate a voting delegate. The city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity

Council will discuss and select a voting delegate and an alternate voting delegate to serve as our voice at the League of California Cities annual business meeting.

FISCAL IMPACT:

No Fiscal Impact

Reviewed by Finance Director

ACTION REQUESTED:

Approve a resolution designating a voting delegate and an alternate voting delegate to attend the annual business meeting of the League of California Cities

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve a resolution designating both a voting delegate and an alternate voting delegate for the annual business meeting of the League of California Cities.

Submitted by: Kurt Wilson – City Manager

Action Date: August 17, 2011

(Rev. 6/12/09)

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RESOLUTION NO. 11-xx

A RESOLUTION OF THE RIDGECREST CITY COUNCIL DESIGNATING VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

WHEREAS, the League of California Cities hosts an Annual Conference; and

WHEREAS, business meetings and actions occur at this conference; and

WHEREAS, the conference will be held September 21st through 23rd, 2011 in the City of San Francisco; and

WHEREAS, the City Council must approve voting delegates by adoption of this resolution by City Council.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Ridgecrest hereby designates _____ as the voting delegate and appoints _____ as the alternate voting delegate .

APPROVED, AND ADOPTED, this 17th day of August 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald H. Carter, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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Council Action Advised by August 26, 2011

June 9, 2011

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 21–23, San Francisco**

The League's 2011 Annual Conference is scheduled for September 21-23 in San Francisco. An important part of the Annual Conference is the Annual Business Meeting (*at the closing General Assembly*), scheduled for 2:30 p.m., Friday, September 23, at the San Francisco Moscone West Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 26, 2011. This will allow us time to establish voting delegate/alternates' records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one person must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up

-more-

the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Francisco Moscone West Convention Center, will be open at the following times: Wednesday, September 21, 8:30 a.m. – 6:00 p.m.; Thursday, September 22, 7:30 a.m. – 4:00 p.m.; and September 23, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but not during a roll call vote, should one be undertaken.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 26th. If you have questions, please call Mary McCullough at (916) 658-8247.

Attachments:

- 2011 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures 2011 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: Ridgecrest

2011 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 26, 2011. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: Rachel J. Ford, CMC E-mail rford@ci.ridgecrest.ca.us

Mayor or City Clerk (circle one) Phone: (760)499-5002

Date: _____

Please complete and return by Friday, August 26 to:

League of California Cities
ATTN: Mary McCullough
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: mccullom@cacities.org
(916) 658-8247

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

<p>SUBJECT: Approval of the Proposed Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) Transit Projects.</p>
<p>PRESENTED BY: Dennis Speer, Director of Public Works</p>
<p>SUMMARY: The State of California through Caltrans advised the Kern Council of Governments (KCOG) that approximately \$7.2 million of designated PTMISEA funds had not been programmed in Kern County. KCOG staff verified the amount from a reconciliation spreadsheet provided by Caltrans. KCOG staff discussed the matter fully with the State.</p> <p>Kern County of Government (KCOG) member agencies have until the KCOG Board's September meeting to submit adopted projects to encumber the surplus amount or it will leave the region. To ensure that the funds are encumbered, KCOG issued a call for projects.</p> <p>The timeline is very short. Each member agency must submit a pre-application to KCOG. The pre-application must be followed by a resolution of the City Council approving the proposed projects. To meet this time frame staff submitted two tentative projects. The first, which is of regional significance, is for a transit transfer station in Inyo-Kern (\$300K). The second is for a bus garage to be built at the City Corporation Yard (\$830K).</p> <p>Should City of Ridgecrest receive award of funds for the City Corporation Yard project, Tax Allocation Bonds funding previously allocation could be proportionally reduced to serve only Fleet, Streets, and Parks. Additionally, space for bus parking should not be impacted should the City continue to pursue a joint use agreement with Sierra Sands Unified School District.</p> <p>Staff recommends that the City Council approve the proposed transit projects.</p>
<p>FISCAL IMPACT: None Reviewed by Finance Director</p>
<p>ACTION REQUESTED: Approve the resolution that approves the proposed PTMISEA transit projects.</p>
<p>CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION: Action as requested: Approve the Resolution Presented</p>

Submitted by: Dennis Speer

Action Date: August 17, 2011

(Rev. 6/12/09)

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RESOLUTION NO. 11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING THE PROPOSED PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT AND SERVICE ENHANCEMENT ACCOUNT (PTMISEA) TRANSIT PROJECTS.

WHEREAS, the State of California advised the Kern Council of Governments that \$ 7.2 million in PTMISEA funds must be encumbered in the region by mid September, and

WHEREAS, these funds will leave the region if not encumbered, and

WHEREAS, the Kern Council of Governments has issued a call for projects, and

WHEREAS, the City of Ridgecrest has identified two eligible projects, and

WHEREAS, the Kern Council of Governments requires the approval of these projects by City Council resolution.

NOW THEREFORE, be it resolved that the City Council of the City of Ridgecrest hereby approves the proposed PTMISEA transit projects.

APPROVED AND ADOPTED this 17th day of August by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

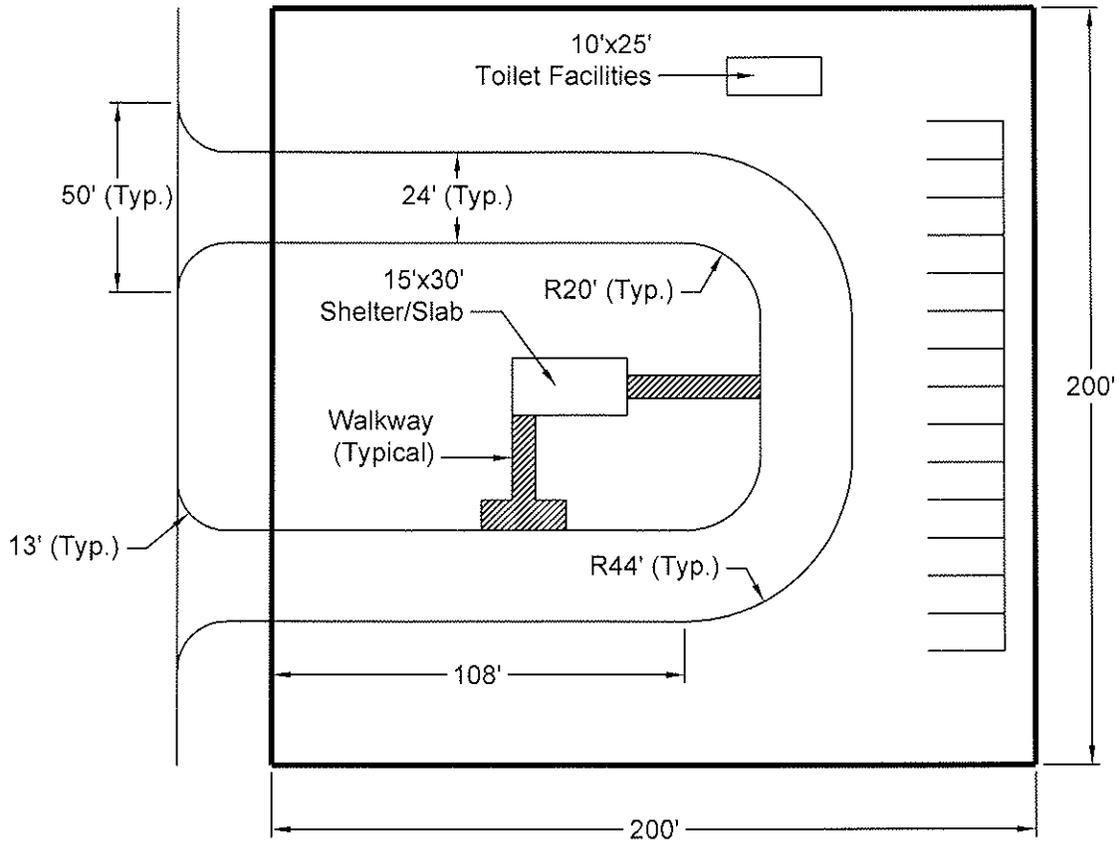
Ronald H. Carter, Mayor

ATTEST

Rachel J. Ford, *CMC*, City Clerk

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RIDGECREST TRANSIT TRANSFER STATION AT INYOKERN



Scale: 1" = 50'

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Transit Transfer Station - RTS (COR) @ I/K

Cost Summary

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1	Land	10,000
2	Grading	10,000
3	Paving	37,500
4	Curbs	12,000
5	Concrete Flatwork	5,500
6	Shelter	40,000
7	Electrical/Lighting	15,000
8	S & W	20,000
9	Restrooms ?	40,000
10	LS ?	10,000
	Subtotal	<hr/> \$200,000
	Design	20,000
	CM	30,000
	Contingencies	50,000
	<u>Total</u>	<hr/> \$300,000

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CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY AGENDA ITEM

SUBJECT:

Minute Motion for Implementation Of Certain Tax Allocation Refunding Bonds Series 2010 (TAB) Projects Relating To The Old Town Enhancement Program By The Ridgcrest Redevelopment Agency/City Council/Financing Authority

PRESENTED BY:

James E. McRea

SUMMARY:

The Agency / City Council / Financing Authority at the regular meeting of July 06, 2011 received recommendations for the implementation of Cycle 1 of TAB Projects for 2010-2011 relating to the Old Town Enhancement Program. Three projects were recommended to move forward from the original project list:

Item 1. Professional Service Agreement & RFP for Branding.	\$20,000 pending RFP's
Item 9. Banners and Banner Pole Brackets	\$10,000 ~\$200 / pole, 50 poles, brackets only
Item 10. Balsam Street Market Project	\$10,000 ~22 events in two seasons, \$450/wk.

This report is an update of the progress for these three projects and a request for a minute motion with regards to the Balsam Street Wednesday Market.

- Update of the Banners and Banner Pole Bracket: A purchase order has been issued to Factory GraphX for the purchase of 50 pairs of banner pole brackets. This order was combined with others to ensure a quantity discount of approximately \$85.00 per pole. Staff considered two sources and selected a local vendor with the quantity discount.
- Update of the Balsam Street Wednesday Market Project: Old Town Action Plan (OTAP), Member Mr. Allen Alpers, and staff have reviewed the Business Plan for the Balsam Wednesday Market and recommends that the City Council consider and accept the initial start-up of six to eight events as City Events, sponsored by the Public Services Department, as part of an Economic Development Program for Old Town. It is recommended that the 2012 program schedule for the Balsam Wednesday Market be self sustaining without City participation. The City, under this concept will accept liability for Insurance within the Self Insurance Retention of the current insurance policy at no additional cost; modify certain permitting requirements; and allow the event to develop as an Old Town program. Administration, Finance, and the Police Department will develop the required guidelines for implementation of the program and the first event is scheduled for early September.

FISCAL IMPACT:

Not to exceed \$10,000 for year one with the program expected to be fully self-sustaining thereafter.

Reviewed by Finance Director

ACTION REQUESTED:

Minute motion to authorize the Balsam Wednesday Market to begin implementation as a City Event thru October 2011.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: James McRea
(Rev. 6-12-09)

Action Date: 08-17-11

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CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY AGENDA ITEM

SUBJECT:

Acknowledgement Of A Site Plan Review (SPR 11-03), Appeal Of Approval By The Planning Commission By Resolution 11-09, And The Recommendation To Establish A Public Hearing Thereon. SPR 11-03 Is An Application To Construct A New Office Building At The SW Corner Of N. China Lake Blvd. And Felspar Ave., APN 067-040-06. Applicant: Mr. Chuck Cordell

PRESENTED BY: James E. McRea

SUMMARY:

The Planning Commission, at the conclusion of a duly noticed Public Hearing, adopted Resolution 11-09 approving SPR 11-03, as conditioned, on July 12, 2011. A copy of the Planning Commission report is provided as Attachment 2. The action, as conditioned, was appealed by the attached letter dated July 19, 2011 and provided as Attachment 1.

Planning Commission Requirements to be appealed are:

1. Paving of Felspar St
2. Conducting a flood and drainage study on the property.

Staff recommends that the City Council accept the request for an appeal and find for one of the following two options:

- I. Section 20-28.6(c) of the Ridgecrest Municipal Code permits the City Council to approve the actions of the Planning Commission without a Public Hearing and deny the appeal.
- II. Accept the appeal, and establish a Public Hearing to consider the application and conditions of approval and the appeal as filed by the applicant and recommended by the Planning Commission.

FISCAL IMPACT:

No Impact to accept appeal and Schedule a public hearing.

Reviewed by Finance Director

ACTION REQUESTED:

Minute motion to accept the appeal and set a Public Hearing for September 07, 2011

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Minute Motion to accept appeal and schedule the public hearing at the next regular meeting of the Council

Submitted by: James McRea
(Rev. 6-12-09)

Action Date: 08-17-11

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CORDELL CONSTRUCTION
1501 ½ N. China Lake Blvd
Ridgecrest, Ca 93555
(760) 375-3118
(760) 375-3166 Fax
License#566544

July 19, 2011

Ridgecrest City Council
100 W California Avenue
Ridgecrest, Ca 93555

Attn: Rachael Ford
City Clerk

Dear City Council Members,

My name is Chuck Cordell and I am trying to build a new office building at 643 N China Lake Blvd.

Going through the permitting process I find that I have many conditions placed on this project. I have agreed to all of these conditions except for two that I deem unreasonable. These are #1, paving on Felspar St. Felspar St. is a typical city street, in typical condition. It is in better condition in that area than the rest of Felspar St. up to Sanders St., and #2 is doing a flood and drainage study on the property. We are not changing any grade or contours on property. This lot has been completely covered with asphalt and building since 1958. These two items would cause me to have an economic hardship and may cause the project to be terminated.

I originally bought this property in order to build a nice building and to remove a building that was about to fall down. The first step was removing all hazardous waste, then demo and haul-off old building.

I have lived here my entire life of 56 years. I am extremely community oriented, I work with Habitat for Humanity, Relay for Life, The Boosters, USO, Friends of the Fair, Veterans Memorial Fund, Ridgecrest Community Dinner, and I continually try to re-invest in our city. I am asking the City Council to approve this project with the exception of those two items.

The planning commission also agrees that they are unreasonable conditions.

I appreciate your consideration in this matter.

Thank you very much,

Chuck Cordell

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PLANNING COMMISSION RESOLUTION 11-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIDGECREST APPROVING RESOLUTION 11-09 APPROVING SITE PLAN REVIEW SPR 11-03, A REQUEST TO BUILD A NEW 5,350 SQUARE FOOT OFFICE BUILDING, LOCATED ON 15,036 SQUARE FOOT LOT IN A CG (COMMERCIAL GENERAL) ZONE DISTRICT LOCATED AT 643 CHINA LAKE BLVD., SW COR OF CHINA LAKE BLVD. AND FELSPAR AVE., (APN 067-040-06)

THE PLANNING COMMISSION OF THE CITY OF RIDGECREST RESOLVES as follows:

SECTION 1. FINDINGS

On July 12, 2011, the Planning Commission held a public hearing and duly and regularly considered Site Plan Review 11-03, a request to build a request to build a new 5,350 square foot office building, located on 15,036 square foot lot in a CG (Commercial General) Zone District located at 643 China Lake Blvd., (APN 067-040-06) Applicant: Chuck Cordell

The Planning Commission considered the evidence and approved this application as set forth herein:

- (a) The proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to or inharmonious with properties or improvements in the vicinity.
- (b) There are circumstances or conditions applicable to the land, and use which makes the granting of a site plan review approval necessary for the preservation and enjoyment of a substantial property right.
- (c) The proposed location of the project is in accordance with the objectives of the zoning chapter and the purposes of the CG (General Commercial) Zoning District in which the site is located.
- (d) The proposal conforms to the requirements of Chapters 19 and 20 of the Ridgecrest Municipal Code.

SECTION 2. DESCRIPTION

The proposed project which is the subject of these proceedings consists of Site Plan Review 11-03, located at 643 N. China Lake Blvd., (APN 067-040-06)

SECTION 3. CONDITIONAL APPROVAL

The proposed site plan is hereby approved subject to the following conditions:

NOTE: These conditions must be met within 18 months (by January 12, 2013), or as stipulated in the conditions, unless a written request for an extension of time is received and approved before the expiration date.

PUBLIC WORKS

1. The following public improvements shall be designed and constructed, in accordance with City of Ridgecrest, Engineering Design Standards and/or Caltrans Standards and plans approved by the City Engineer and/or Caltrans, including the following:
 - a. Street Improvements
 - i. The proposed site plan indicates an existing access off of China Lake Blvd. The access off of China Lake Blvd. does not meet General Plan requirements for spacing of access along a major arterial corridor. The General Plan Circulation Element calls for a 300 foot minimum separation of a driveway along major arterial corridors.
 1. Prior to issuance of the occupancy permit, the developer shall remove the existing driveway approach and replace with Caltrans standard curb, gutter and sidewalk.
 - ii. The existing sidewalk and existing driveway approach do not meet current City Engineering Design Standards. The existing sidewalk measures 4 feet from back of curb and the existing driveway approach does not meet current ADA standards.
 1. Prior to issuance of the occupancy permit the developer shall remove the existing side walk and driveway approach and replace with City of Ridgecrest standard 5.5' sidewalk and ADA compliant driveway approach.
 - iii. The existing ADA access ramp at the curb return of China Lake Blvd. and Felspar does not meet current ADA standards and the adjoining concrete sidewalk transition is buckled and in disrepair.
 1. Prior to issuance of the occupancy permit the developer shall remove the existing side walk and ADA access ramp and replace with Caltrans standard sidewalk and ADA compliant access ramp.
 - iv. The City of Ridgecrest Pavement Management System rates Felspar with a Pavement Condition Index of 11. The PMS calls for a 2.5-inch asphalt overlay.
 1. Prior to issuance of the occupancy permit the developer shall mill the existing street surface along the lip of gutter and resurface 2.5" of asphalt to the street centerline along the project frontage. The 2.5" asphalt overlay at centerline shall begin its taper in thickness and feather into the existing pavement 10' beyond street centerline.
 - a. Additional milling or header cuts will be necessary to tie the 2.5" overlay into the existing pavement on either end of the project. Ten foot paving transitions are minimum length requirements.
 - v. Prior to issuance of building permit, dedicate additional Right of Way for corner cut off at curb return at China Lake Blvd. and Felspar Ave. to accommodate ADA compliant access ramp and sidewalk.
 - vi. Access to the site shall be taken from Felspar Ave. at the westerly most end of the property. This conflicts with the proposed building orientation and a site plan revision will be necessary.
 - vii. A Caltrans encroachment permit will be required for all work within the Caltrans right of way.

- b. Sewer Improvements
 - i. Construct 6-inch sewer lateral with property line cleanout for the commercial structure.
 - ii. The plumbing plans for the structure shall be reviewed by the City Engineer to determine if sample boxes or wastewater pretreatment may be required.
 - 1. Any floor drains, mop sinks, utility room drains, require separate wastewater plumbing to a minimum of a sample box before entering the public sewer system.
 - 2. The following onsite improvements shall be designed and constructed, in accordance with City of Ridgecrest, Engineering Design Standards and/or Drainage Design Manual and/or General Plan and/or Municipal Code and plans approved by the City Engineer prior to issuance of a building permit, including the following:
 - a. Drainage Improvements, (The project is within flood zone C of the Flood Insurance Rate Maps, area of minimal flooding.)
 - i. All storm water runoff up to the ten year event shall be detained onsite.
 - 1. Prior to issuance of the building permit, a drainage plan with supporting calculations shall be submitted for the City Engineer's approval.
 - 2. The drainage plan and calculations along with improvements shall be prepared and constructed in accordance with City of Ridgecrest, "Master Drainage Plan", dated May 1989 and the "Drainage Design Manual", dated July 1989.
 - b. Grading Improvements
 - i. Prior to issuance of a building permit, a topographic grading plan shall be submitted for approval by the City Engineer and Planning Department. The grading requirements shall conform to Ridgecrest Municipal Code Chapter 16 and the grading plan prepared in compliance to City of Ridgecrest, Engineering Design Standards, and Section 2.02 C. 4.
 - 1. The topographic grading plan and drainage plan shall also show adjacent grading, drainage and features as required in the City of Ridgecrest, Engineering Design Standards, Section 2.02 C. 4.
 - 2. The topographic grading plan shall also show property boundary record data, survey property corners, easements, utilities, with dimensioning, etc.
 - c. Survey
 - i. Survey monument property corners shall be set, made visible and protected in place during construction. Monuments shall be set to surface and made visible prior to occupancy permit. Work must be performed by a Licensed Land Surveyor.
 - ii. Prior to occupancy permit, reset the existing Caltrans brass survey monument in the current ADA ramp. The monument must be tied out and reset by a Licensed Land Surveyor.
3. Miscellaneous Requirements & Conditions
 - a. Seismic Hazard Zone
 - i. The project is located approximately 800 feet east of the Little Lake Fault Seismic Hazard Zone.
 - 1. The developer shall have his architect design the structure to meet seismic requirements for this zone.
 - b. Pay all Development Impact Fees.

- c. Coordinate with IWVWD and if necessary design and construct water facilities per IWVWD requirements.
- d. Prior to occupancy permit, survey monuments shall be visible, adjusted to grade, or restored.
- e. Coordinate with Kern Co. Fire Dept. and if necessary, design and construct fire protection hydrants and or facilities per Kern Co. Fire Department requirements.
- f. Design and construct miscellaneous support utility improvements necessary for development of the project.
- g. The project plan shall be reviewed by police, fire and emergency services for access and circulation to the structure and parking lot.
- h. All work in the public right of way shall be to City of Ridgecrest and industry standards.
- i. Applicant shall acquire all necessary permits from the City and Caltrans or any other regulatory agency.

COMMUNITY DEVELOPMENT

- 4. The Applicant shall comply with all applicable federal, state, county, and local regulations.
- 5. That there shall be no vehicular access to China Lake Blvd.
- 6. Any additional signs provided on the site shall be installed in accordance with applicable sections of Chapter 20.
- 7. A minimum of 17 on-site parking spaces shall be maintained to City standards which consist of 9' wide by 20' deep, double striped parking stalls, including handicapped parking.
- 8. Dust mitigation measures positive trash control shall be utilized during construction.
- 9. All outdoor lights shall be directed downward and shielded to reduce impacts to adjoining sites. No light poles shall be higher than twenty (20) feet.
- 10. The Applicant shall maintain a screened trash enclosure in a location approved by Staff.
- 11. The Applicant shall work with the staff to provide some form of articulation to the building's back wall.
- 12. Developer agrees to pay to the City of Ridgecrest Developer Impact Fees in accordance with the requirements of a 5,350 sq. ft. building prior to the issuance of Building Permits.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

- 13. To improve safety for customers and through-travelers, the existing Felspar Ave. driveway location would be the optimal sole access; the building plan could be suitably altered. The City would condition Felspar Ave. frontage improvements accordingly.

14. The existing N. China Lake Blvd. driveway needs to be removed and replaced with Caltrans/Americans with Disability Act (ADA) standard curb/gutter/sidewalk. The curb ramp at Felspar Ave. must also be brought up to current ADA standards. The Caltrans' survey reference point at the ramp should be perpetuated.
15. Any work in State right-of-way must be performed under encroachment permit. For permit and standard information, (please see July 7, 2011 letter to City of Ridgecrest).
16. A Caltrans project to construct a raised center median for N. China Lake Blvd. is proposed for this area. Break-points would be located at public road intersections. Since a Felspar Ave. access would already be utilized, Plan Store access/circulation would not be further impacted.
17. Ensure landscaping does not inhibit safe sight distance and is maintained.
18. Other items (e.g. electroliner, utilities etc.) may need special consideration.

KERN COUNTY FIRE DEPARTMENT

19. Building Plans must be submitted to the Kern County Fire Department at 5642 Victor street, Bakersfield, CA 93308, (661) 399-2915 with appropriate plan check fee.

RIDGECREST PLANNING COMMISSION

20. In the opinion of the Planning Commission, this proposed project is one in which the Applicant has torn down a blighted building with the desirable intention of revitalizing the area. The requirement to reconstruct a half street for the distance of only 150' seems unreasonable, (and of no practical benefit to the City) to the Planning Commission. The Planning Commission was told by the City Engineer that they could not modify or strikeout any portion of Public Works Condition #1 because these requirements are set per the Municipal Code. Therefore, it is the recommendation of the Planning Commission that the applicant appeal the paving and drainage conditions to the City Council for relief.

APPROVED AND ADOPTED this 12th day of July 2011 by the following vote:

AYES: Beres, LeCornu, Pope, Porter and Sanders

NOES: None

ABSENT: None

ABSTAIN: None

Craig Porter, Planning Commission Chairman

ATTEST:

Ricca Charlon, Secretary

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Planning Commission

PLANNING COMMISSION
Agenda Item #7

Public Hearing: July 12, 2011 STAFF REPORT

Site Plan Review, SPR 11-03, a request to build a new 5,350 square foot office building, located on 15,036 square foot lot in a CG (Commercial General) Zone District located at 643 China Lake Blvd., (APN 067-040-06)

Owner/Applicant: Chuck Cordell (760)375-3118
Cordell Construction
720 N. China Lake Blvd
Ridgecrest, CA 93555

Consultant: (661) 322-2061
The Plan Store
1610 20th Street
Bakersfield, CA 93308

Recommended Motion

MOTION TO APPROVE RESOLUTION 11-09 APPROVING SITE PLAN REVIEW SPR-11-03, A REQUEST TO CONSTRUCT A 5,350 SQ.FT OFFICE BUILDING AT 643 N. CHINA LAKE BLVD., IN A CG (GENERAL COMMERCIAL) ZONE DISTRICT ON A 15,036 SQ. FT. LOT. APN: 067-040-06, APPLICANT: CHUCK CORDELL

PROJECT INFORMATION			
Project Site	Existing Land Use	Vacant, (former A&W demolished)	
	Existing Zoning	CG (General Commercial)	
	General Plan Designation	(C) Commercial	
	Access	Felspar Street	
	Site Area	15,036 sq. ft.	
	Environmental	Categorical Exempt 15532 – In fill development	
Off Site	Land Use	Zoning	
North	Toboco Traders Retail	CG	General Commercial
South	Vacant	CG	General Commercial
East	LeRoy Jackson Park, undeveloped	RSP	Recreation, School, Public Use
West	SSUSD Administrative Offices	CG	General Commercial

BACKGROUND:

On June 29, 2011 Chuck Cordell submitted an application for a new office building on property he owns located at 643 N. China Lake Blvd. proposing a 5,350 sf facility. It is intended that Chuck Cordell Construction Company occupy a portion of office space and that the remaining space be rented to two tenants.

The project site is the location of the former A&W Root Beer Stand and is vacant land, (because the blighted fast food facility was torn down by Mr. Cordell.) Renovating this eyesore is considered a plus on behalf of rejuvenating the City. The property is zoned commercial, with frontage along China Lake Blvd, (SR 178) and Felspar Street. The Site topography slopes toward the south. No structures exist on the site except two signs. The site contains some mature trees.

Property to the North is developed as retail commercial, (Toboco Traders), and an auto dealer, (Ken Charlon Auto Sales). Property abutting to the west boundary of the project is developed as the School District offices. To the south of the project is vacant, with the Home Depot lying beyond this vacant property.

The Proposed Site Plan calls for 18 parking spaces, (or a little more than one parking space per 300 sq. ft. of building area as required by code).

On June 30, 2011, the project proposal was circulated to Public Agencies for comments. Public Hearing Notices were sent to all property owners located within 300' of the project site and a Public Hearing Notice appeared in the *Daily Independent* on July 2, 2011.

Responses from Public Works/Engineering has been received and incorporated into the Conditions of Approval identified within the Planning Commission Resolution to Approve the Site Plan. CalTrans has also submitted comments and conditions of approval for this project. The Ridgecrest Police Department has also provided input to this site plan proposal.

A major concern generated by this project proposal is the proposed driveway access onto China Lake Blvd. The City Engineer, Police Department, Planning Department and CalTrans all share the sentiment that public safety will not be served if a driveway is permitted from this site to China Lake Blvd.

DISCUSSION:

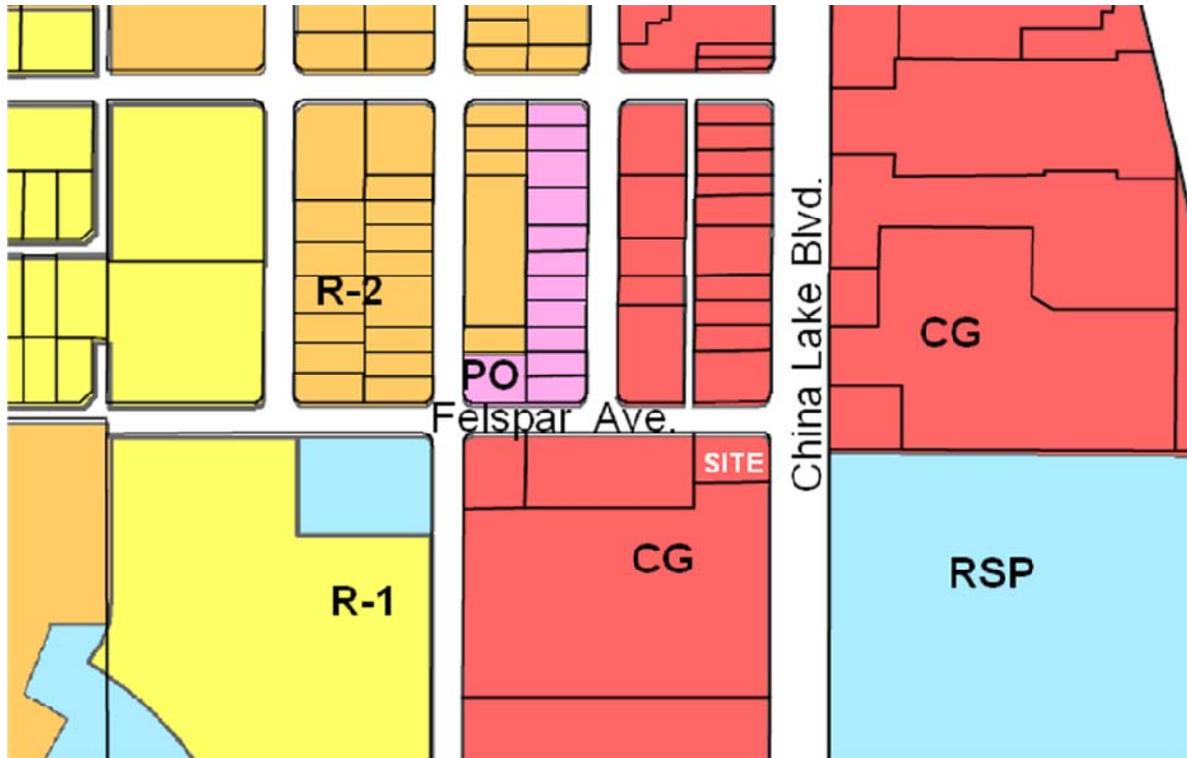
A great deal has changed since the 1960's. the city must regulate the number of curb cuts accessing China Lake Blvd. in order to minimize traffic accidents that are occurring along the City's primary arterial roadway.

Therefore, Mr. Cordell has provided the Planning Commission with a revised site plan that closes vehicular access from China Lake Blvd. by flipping the building plan, (which is still proposed to be built on the rear yard property line). The staff believes that this is a reasonable compromise which will benefit future office building tenants and clients. This proposed site plan is dated 7-11-11 and is recommended for approval by the Planning Commission.

RECOMMENDATION

Staff recommends approval with conditions as presented in the attached Resolution.

THE APPLICANT SHALL NOTE THAT THERE IS A FIFTEEN (15) DAY APPEAL PERIOD FOR THE PLANNING COMMISSION DECISION. ALL APPEALS ARE DIRECTED TO THE CITY COUNCIL UPON SUBMITTAL OF APPEAL FEE AND LETTER STATING REASONS FOR THE APPEAL.



ALLEY

FELSPAR AVENUE

PARKING SPACE CALCULATIONS:
 1,000 SF OF GRASS BUILDING AREA
 5,350 SF / 7,000 = 763 SPACES REQ
 8 SPACES PROVIDED WITH 2 HC VAN
 ACCESSIBLE



REVISED 7/11/11
 SITE PLAN 1/8"

643 CHINALAKE BLVD.

DRAFT
PLANNING COMMISSION RESOLUTION 11-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIDGECREST APPROVING RESOLUTION 11-09 APPROVING SITE PLAN REVIEW SPR 11-03, A REQUEST TO BUILD A NEW 5,350 SQUARE FOOT OFFICE BUILDING, LOCATED ON 15,036 SQUARE FOOT LOT IN A CG (COMMERCIAL GENERAL) ZONE DISTRICT LOCATED AT 643 CHINA LAKE BLVD., SW COR OF CHINA LAKE BLVD. AND FELSPAR AVE., (APN 067-040-06)

THE PLANNING COMMISSION OF THE CITY OF RIDGECREST RESOLVES as follows:

SECTION 1. FINDINGS

On July 12, 2011, the Planning Commission held a public hearing and duly and regularly considered Site Plan Review 11-03 a request to build a request to build a new 5,350 square foot office building, located on 15,036 square foot lot in a CG (Commercial General) Zone District located at 643 China Lake Blvd., (APN 067-040-06) Applicant: Chuck Cordell

The Planning Commission considered the evidence and approved this application as set forth herein:

- (a) The proposed location of the use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to or inharmonious with properties or improvements in the vicinity.
- (b) There are circumstances or conditions applicable to the land, and use which makes the granting of a site plan review approval necessary for the preservation and enjoyment of a substantial property right.
- (c) The proposed location of the project is in accordance with the objectives of the zoning chapter and the purposes of the CG (General Commercial) Zoning District in which the site is located.
- (d) The proposal conforms to the requirements of Chapters 19 and 20 of the Ridgecrest Municipal Code.

SECTION 2. DESCRIPTION

The proposed project which is the subject of these proceedings consists of Site Plan Review 11-03, located at 643 N. China Lake Blvd., (APN 067-040-06)

SECTION 3. CONDITIONAL APPROVAL

The proposed site plan is hereby approved subject to the following conditions:

NOTE: These conditions must be met within 18 months (by January 12, 2013), or as stipulated in the conditions, unless a written request for an extension of time is received and approved before the expiration date.

PUBLIC WORKS

1. The following public improvements shall be designed and constructed, in accordance with City of Ridgecrest, Engineering Design Standards and/or Caltrans Standards and plans approved by the City Engineer and/or Caltrans, including the following:
 - a. Street Improvements
 - i. The proposed site plan indicates an existing access off of China Lake Blvd. The access off of China Lake Blvd. does not meet General Plan requirements for spacing of access along a major arterial corridor. The General Plan Circulation Element calls for a 300 foot minimum separation of a driveway along major arterial corridors.
 1. Prior to issuance of the occupancy permit, the developer shall remove the existing driveway approach and replace with Caltrans standard curb, gutter and sidewalk.
 - ii. The existing sidewalk and existing driveway approach do not meet current City Engineering Design Standards. The existing sidewalk measures 4 feet from back of curb and the existing driveway approach does not meet current ADA standards.
 1. Prior to issuance of the occupancy permit the developer shall remove the existing side walk and driveway approach and replace with City of Ridgecrest standard 5.5' sidewalk and ADA compliant driveway approach.
 - iii. The existing ADA access ramp at the curb return of China Lake Blvd. and Feldspar does not meet current ADA standards and the adjoining concrete sidewalk transition is buckled and in disrepair.
 1. Prior to issuance of the occupancy permit the developer shall remove the existing side walk and ADA access ramp and replace with Caltrans standard sidewalk and ADA compliant access ramp.
 - iv. The City of Ridgecrest Pavement Management System rates Feldspar with a Pavement Condition Index of 11. The PMS calls for a 2.5-inch asphalt overlay.
 1. Prior to issuance of the occupancy permit the developer shall mill the existing street surface along the lip of gutter and resurface 2.5" of asphalt to the street centerline along the project frontage. The 2.5" asphalt overlay at centerline shall begin its taper in thickness and feather into the existing pavement 10' beyond street centerline.
 - a. Additional milling or header cuts will be necessary to tie the 2.5" overlay into the existing pavement on either end of the project. Ten foot paving transitions are minimum length requirements.
 - v. Prior to issuance of building permit, dedicate additional Right of Way for corner cut off at curb return at China Lake Blvd. and Feldspar Ave. to accommodate ADA compliant access ramp and sidewalk.
 - vi. Access to the site shall be taken from Feldspar Ave. at the westerly most end of the property. This conflicts with the proposed building orientation and a site plan revision will be necessary.

- vii. A Caltrans encroachment permit will be required for all work within the Caltrans right of way.
 - b. Sewer Improvements
 - i. Construct 6-inch sewer lateral with property line cleanout for the commercial structure.
 - ii. The plumbing plans for the structure shall be reviewed by the City Engineer to determine if sample boxes or wastewater pretreatment may be required.
 - 1. Any floor drains, mop sinks, utility room drains, require separate wastewater plumbing to a minimum of a sample box before entering the public sewer system.
- 2. The following onsite improvements shall be designed and constructed, in accordance with City of Ridgecrest, Engineering Design Standards and/or Drainage Design Manual and/or General Plan and/or Municipal Code and plans approved by the City Engineer prior to issuance of a building permit, including the following:
 - a. Drainage Improvements, (The project is within flood zone C of the Flood Insurance Rate Maps, area of minimal flooding.)
 - i. All storm water runoff up to the ten year event shall be detained onsite.
 - 1. Prior to issuance of the building permit, a drainage plan with supporting calculations shall be submitted for the City Engineer's approval .
 - 2. The drainage plan and calculations along with improvements shall be prepared and constructed in accordance with City of Ridgecrest, "Master Drainage Plan", dated May 1989 and the "Drainage Design Manual", dated July 1989.
 - b. Grading Improvements
 - i. Prior to issuance of a building permit, a topographic grading plan shall be submitted for approval by the City Engineer and Planning Department. The grading requirements shall conform to Ridgecrest Municipal Code Chapter 16 and the grading plan prepared in compliance to City of Ridgecrest, Engineering Design Standards, Section 2.02 C. 4.
 - 1. The topographic grading plan and drainage plan shall also show adjacent grading, drainage and features as required in the City of Ridgecrest, Engineering Design Standards, Section 2.02 C. 4.
 - 2. The topographic grading plan shall also show property boundary record data, survey property corners, easements, utilities, with dimensioning, etc.
 - c. Survey
 - i. Survey monument property corners shall be set, made visible and protected in place during construction. Monuments shall be set to surface and made visible prior to occupancy permit. Work must be performed by a Licensed Land Surveyor.
 - ii. Prior to occupancy permit, reset the existing Caltrans brass survey monument in the current ADA ramp. The monument must be tied out and reset by a Licensed Land Surveyor.
- 3. Miscellaneous Requirements & Conditions
 - a. Seismic Hazard Zone
 - i. The project is located approximately 800 feet east of the Little Lake Fault Seismic Hazard Zone.
 - 1. The developer shall have his architect design the structure to meet seismic requirements for this zone.
 - b. Pay all Development Impact Fees.

- c. Coordinate with IWWWD and if necessary design and construct water facilities per IWWWD requirements.
- d. Prior to occupancy permit, survey monuments shall be visible, adjusted to grade, or restored.
- e. Coordinate with Kern Co. Fire Dept. and if necessary, design and construct fire protection hydrants and or facilities per Kern Co. Fire Department requirements.
- f. Design and construct miscellaneous support utility improvements necessary for development of the project.
- g. The project plan shall be reviewed by police, fire and emergency services for access and circulation to the structure and parking lot.
- h. All work in the public right of way shall be to City of Ridgecrest and industry standards.
- i. Applicant shall acquire all necessary permits from the City and Caltrans or any other regulatory agency.

COMMUNITY DEVELOPMENT

- 4. The Applicant shall comply with all applicable federal, state, county, and local regulations.
- 5. That there shall be no vehicular access to China Lake Blvd.
- 6. Any additional signs provided on the site shall be installed in accordance with applicable sections of Chapter 20.
- 7. A minimum of 17 on-site parking spaces shall be maintained to City standards which consist of 9' wide by 20' deep, double striped parking stalls, including handicapped parking.
- 8. Dust mitigation measures positive trash control shall be utilized during construction.
- 9. All outdoor lights shall be directed downward and shielded to reduce impacts to adjoining sites. No light poles shall be higher than twenty (20) feet.
- 10. The Applicant shall maintain a screened trash enclosure in a location approved by Staff.
- 11. Developer agrees to pay to the City of Ridgecrest Developer Impact Fees in accordance with the requirements of a 5,350 sq. ft. building prior to the issuance of Building Permits.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

- 12. To improve safety for customers and through-travelers, the existing Felspar Ave. driveway location would be the optimal sole access; the building plan could be suitably altered. The City would condition Felspar Ave. frontage improvements accordingly.
- 13. The existing N. China Lake Blvd. driveway needs to be removed and replaced with Caltrans/Americans with Disability Act (ADA) standard curb/gutter/sidewalk. The curb ramp at Felspar Ave. must also be brought up to current ADA standards. The Caltrans' survey reference point at the ramp should be perpetuated.
- 14. Any work in State right-of-way must be performed under encroachment permit. For permit and standard information, (please see July 7, 2011 letter to City of Ridgecrest).

15. A Caltrans project to construct a raised center median for N. China Lake Blvd. is proposed for this area. Break-points would be located at public road intersections. Since a Felspar Ave. access would already be utilized, Plan Store access/circulation would not be further impacted.
16. Ensure landscaping does not inhibit safe sight distance and is maintained.
17. Other items (e.g. electrollier, utilities etc.) may need special consideration.

KERN COUNTY FIRE DEPARTMENT

18. Building Plans must be submitted to the Kern County Fire Department at 5642 Victor street, Bakersfield, CA 93308, (661) 399-2915 with appropriate plan check fee.

APPROVED AND ADOPTED this 12th day of July 2011 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Craig Porter, Planning Commission Chairman

ATTEST:

Ricca Charlon, Secretary

NOTICE OF EXEMPTION

TO: County Clerk
County of Kern
1115 Truxtun Avenue
Bakersfield, CA 93301

FROM: City of Ridgecrest - Planning
100 W. California Ave.
Ridgecrest, CA 93555

APPLICANT/ADDRESS:

Cordell Construction
720 N. China Lake Blvd
Ridgecrest, CA 93555

PROJECT TITLE:

Site Plan Review SPR-11-03, Chuck Cordell Office Building

PROJECT LOCATION (SPECIFIC):

643 N. China Lake Blvd., Ridgecrest, CA 93555

PROJECT LOCATION (CITY):

Ridgecrest,

PROJECT LOCATION (COUNTY):

Kern

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:

a request to build a new 5,350 square foot office building, located on 15,036 square foot lot in a CG (Commercial General) Zone District located at the Southwest Corner of China Lake Blvd. and Felspar Ave., (APN 067-040-06)

NAME OF PUBLIC AGENCY APPROVING PROJECT:

City of Ridgecrest

NAME & ADDRESS OF PERSON OR AGENCY CARRYING OUT PROJECT:

City of Ridgecrest, Planning Department 100 W. California Ave., Ridgecrest, CA 93555

EXEMPT STATUS: (Check One)

- Ministerial Project (Sec 21080(b)(1); 15268;
- Declared Emergency (Sec. 21080(b)(3); 15269(a)
- Emergency Project ((Sec. 21080(b)(c); 15269(b)(c)
- Categorical Exempt (Sec 15315 Class 15 Minor Land Divisions
- X Statuary Exemption (Sec. 15532)

REASONS WHY PROJECT IS EXEMPT: This project constitutes an in-fill development.

CONTACT PERSON:

Matthew Alexander AICP, Planning

AREA CODE/TELEPHONE/EXTENSION:

(760) 499-5063

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes X___
No___

Date Received for Filing:

Matthew Alexander

Signature

Title: City Planner



SPR 11-03 , looking onto site from Felspar St.



SPR 11-03 , looking from site toward China Lake Blvd.



LEGEND

- 8,000 - 2008 Average Daily Traffic (ADT) Volume
- 8,000* - 2007 ADT Volume from CalTrans

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CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY AGENDA ITEM

SUBJECT:

Discussion Of Senate Bill 1040 (SB 1040) And A Resolution Of The City Council Declaring Support For The Eastern Sierra Connect Regional Broadband Consortium

PRESENTED BY:

Council Member Marshall 'Chip' Holloway

SUMMARY:

Senate Bill 1040 increases funding for the California Advanced Services Fund (CASF) by an additional \$125 million to support broadband deployment statewide and position California to maximize opportunities under the new National Broadband Plan released by the Federal Communications Commission

Leaders in our region are working to submit a grant application for broadband deployment through the California Public Utilities Commission (CPUC) as defined under SB1040. Attached is a one page explanation of SB1040 and a resolution for Council consideration.

All County Boards Of Supervisors are asked to adopt the resolution and the cities to provide letters of support.

If approved the CPUC will provide funding at \$150,000 per year for three years to a regional consortium that will work to implement the work plan and action plan of broadband deployment.

FISCAL IMPACT:

No Fiscal Impact

Reviewed by Finance Director

ACTION REQUESTED:

Approve A Resolution Of Support For The Eastern Sierra Connect Regional Broadband Consortium

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve the resolution of support.

Submitted by: Marshall 'Chip' Holloway

Action Date: August 17, 2011

(Rev. 6/12/09)

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City of Ridgecrest

Declaration of Support for *the California Partnership for the Eastern Sierra Regional Broadband Consortium*

WHEREAS, closing the Digital Divide is vital to the economic prosperity and quality of life for residents in City of Ridgecrest and throughout California.

WHEREAS, City of Ridgecrest finds and declares that high-speed Internet access—referred to generically as “broadband” and including both wire line and wireless technologies—is essential 21st Century infrastructure in a digital world and global economy.

WHEREAS, City of Ridgecrest recognizes that California is home to a wellspring of innovation that has given rise to the evolution of broadband and other information technologies, however Californians’ adoption and use of broadband technology is only approximately equivalent to the national average.

WHEREAS, City of Ridgecrest acknowledges that in 2010 that 30% of all Californians, 51% of low-income households, 50% of Latino families, 45% of people with disabilities and 49% of Central Valley households are not connected to the Internet with broadband, leaving more than 10 million Californians without high-speed Internet access at home.

WHEREAS, City of Ridgecrest is committed to helping families and children be healthy, productive and self-sufficient and realizes that the use of broadband can save both time and money for residents while helping them bridge the economic divide.

WHEREAS, City of Ridgecrest is committed to helping students obtain the highest-quality education possible incorporating digital literacy and understands that high-speed Internet connectivity and the availability of computing devices both at school and at home are critical teaching and learning tools for academic achievement.

WHEREAS, City of Ridgecrest is committed to reducing its carbon footprint and recognizes that broadband is a strategic “green” technology that decreases greenhouse gas emissions and dependence on foreign oil by enabling e-government and the provision of more services online.

WHEREAS, City of Ridgecrest is committed to Digital Inclusion and increasing citizen participation in the public process through expanded engagement using broadband.

WHEREAS, City of Ridgecrest understands that SB 1040 authorizes the extension and expansion of the California Advanced Services Fund (CASF) established by the California Public Utilities Commission (CPUC) to promote and support broadband infrastructure deployment to unserved and underserved communities.

WHEREAS, City of Ridgecrest welcomes the opportunity to partner with the Eastern Sierra Regional Broadband Consortium to encourage adoption of broadband technology.

NOW, THEREFORE, BE IT RESOLVED that City of Ridgecrest City Council supports the Partnership as the Regional Broadband consortium and directs that appropriate policies promoting and supporting the deployment and adoption of

APPROVED AND ADOPTED this _____ day of _____, 2011.

Senator Alex Padilla

Fact Sheet

SB 1040 – PADILLA **California Advanced Services Fund** (Chapter 317 of the Statutes of 2010)

Senate Bill 1040 increases funding for the California Advanced Services Fund (CASF) by an additional \$125 million to support broadband deployment statewide and position California to maximize opportunities under the new National Broadband Plan released by the Federal Communications Commission.

In 2007, the California Public Utilities Commission (CPUC) established, and SB 1193 (Padilla) codified, the CASF to provide grants for the capital costs of deploying broadband infrastructure in unserved and underserved communities in California. The CASF program originally authorized the CPUC to collect \$100 million from an all-end-user surcharge on intrastate telecommunications services to be awarded as grants and also established a sunset date of 2013. After enactment of the American Reinvestment and Recovery Act (ARRA), the CASF program was revised to allow California applicants for ARRA broadband grants to utilize CASF grants to meet the matching funds requirement.

SB 1040, which was signed into law on September 25, 2010, and went into effect immediately:

- authorizes an additional \$125 million to be collected as a surcharge over five years and to be awarded for broadband projects, thereby ensuring that the CASF can fund applications for ARRA matching grants and other projects to bring broadband to all corners of the state
- creates separate accounts within the CASF and authorizes expenditure of the additional \$125 million as follows:
 - \$100 million for grants to cover broadband infrastructure capital costs
 - \$15 million for a Broadband Infrastructure Revolving Loan Account to provide another source of funding for the portion of broadband deployment capital costs not covered by a grant
 - \$10 million for a Rural and Urban Regional Broadband Consortia Grant Account to fund activities that help regions secure funding for broadband infrastructure
- deletes the sunset date on the CASF so that the CPUC has continuing authority to provide cost reimbursement as project construction is completed, and to administer the revolving loans
- requires an annual report to the Legislature on projects funded by the program

FOR MORE INFORMATION – Jackie Kinney, Principal Consultant, Senate Committee on Energy, Utilities and Communications (916) 651-4107 jacqueline.kinney@sen.ca.gov

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Advanced Communications Services and Information Technology

Challenge

There is universal agreement among economic developers, businesses and investors that utilization of Advanced Communications Services (ACS) is an essential part of doing business and accessing services in the 21st century. In spite of great progress and rapid deployment in some areas, affordable ACS is not universally available in all areas of the region. Surveys taken by the Public Policy Institute of California show a clear digital divide within regions and populations in California. Their data indicate that the more rural the community, the less likely to have access; and the less affluent, less educated, or less English proficient the community, the lower the use of the Internet, even if access does exist.

Barriers to use exist even in areas which do have access. Training and education in computer and Internet use and opportunities are an integral part of improving the benefits of access for economic renewal and educational attainment. Community technology centers and other public access sites provide assistance in some communities, but the amount of training and support is often inadequate, especially in rural areas. Available information does not accurately reveal the availability of ACS. The California Public Utilities Commission recently published a map that shows broadband access by zip code. Based on the data in the map, one might conclude access is available in virtually all areas of the state.

The flaw in that level of mapping is that a zip code covers large areas with sometimes sparse populations, particularly in rural communities. So, while a city such as Tulare might have broadband access, the community of Pixley (population 2,500), just 20 miles away, is without public access, though they are both in the same zip code. The Great Valley Center-AT&T pilot project in Pixley will provide valuable experience in determining how best to assist poorer rural communities in adopting the technology and applications.

The need exists to develop a program to provide access and increase use of ACS within the underserved San Joaquin Valley. There is an opportunity to initiate and test a California model in a geographic area relatively free from physical barriers and one that is small enough such that the

Scope of Work

- Work with the CPUC to develop accurate maps that reflect actual existence of high-speed broadband access.
- Develop an action plan to provide at least one mode of affordable, universal high-speed broadband access to all unserved areas of the region (based on reviewing and considering recommendations of the Ad Hoc Task Force on Rural Telecommunications).
- Develop standards for high school technology literacy and ensure all graduating students achieve such proficiency.
- Identify innovative models that are replicable in communities throughout the region to provide public access and community development using technology.
- Identify and/or create business services that can be used to strengthen and grow home-based businesses in rural areas in order to increase the demand side of telecommunications access by growing small business, increasing wealth and generating jobs.

Summary of Recommendations

The recommended actions focus on accelerating the deployment of advanced communications services (ACS) and information technology (IT) infrastructure universally in the region, using the connection of health clinics to medical centers as a leading strategy.

1. Expedite ACS and IT infrastructure throughout the region. This will require identification and mapping of communities without access and development of a strategic plan for deploying access.
2. Inform and education local elected officials about the importance of universal deployment and access to ACS and IT.
3. Utilize ACS to improve access to health care and medical services by implementing telemedicine and eHealth technology.
4. Monitor and evaluate the Pixley pilot project to determine success in assisting disadvantaged communities in adopting use of technology and accessing the Internet when infrastructure access is made available.
5. Determine the feasibility and affordability of other ACS and IT applications throughout the region to improve economic prosperity and quality of life

The California Partnership for the San Joaquin Valley is important because it has facilitated 8 counties joining in a single voice to the state and federal government in order to receive their fair share of available dollars.

Marcelyn Buford
Councilwoman
City of Hanford

Advanced Communications Services and Information Technology

Mission

Facilitate the deployment and utilization of advanced communications services and information technology throughout the region.

Indicators: Increase in availability of advanced communications services (ACS) and information technology (IT) infrastructure throughout the region. Increase in affordability of ACS. Increase in the utilization of ACS and IT by all segments of the population (decrease in the “digital divide”). Increase in number of state agencies, boards and commissions with policies for expansion of ACS. Increase in number of regional agencies and local governments with policies for expansion of ACS. Completed development of an integrated and easy-to-update GIS mapping system and utilization of it by local communities. Increase in residential and commercial construction projects incorporating ACS infrastructure. Increase in number of high school students who graduate with computer literacy skills. Increase in deployment of telemedicine and e-Health technology.

Immediate Actions (First Year)	Short-Term Actions (2-3 Years)	Intermediate Actions (4-6 Years)	Long-Term Actions (7-10 Years)	Responsible Implementer
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Goal 1: Expedite the provision of advanced communications services (ACS) access in all areas of the San Joaquin Valley.

Objective A: Raise the profile of access to ACS as a fundamental and necessary service for all residents and businesses.

Convene stakeholders and experts to work with the state agencies to develop an action plan for implementing in the region the Governor’s Executive Order on broadband. Explore feasibility of establishing a Regional Advanced Communications Services Office (RACSO).	Identify barriers to statewide and region wide deployment. Develop strategies to partner with each relevant state agency. Adopt indicators to monitor progress statewide and by region. Support preparation and release of the first ACS indicator report. Establish RACSO if feasible and appropriate.	Develop and implement programs, including incentive-based initiatives, to support statewide access, especially in underserved areas. Continue to report results in the Annual Progress Reports and at the Annual Summits.	Revise programs as appropriate. Continue to report results in the Annual Progress Reports and at the Annual Summits. Determine longer-term actions.	Partnership, Business, Transportation and Housing Agency (BTH), Health and Human Services Agency (HHS), Related State Agencies, California Public Utilities Commission (CPUC), Regional Advanced Communications Services Office (RACSO)
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Objective B: Inform local elected officials about the benefits of ubiquitous access to ACS and provide model policies and other tools to help facilitate deployment.

Develop an ACS primer on best practices for elected officials and staff. Develop model policies complementary to the Governor’s Executive Order for regional agencies and local governments.	Distribute the primer to local government elected officials and staff through existing organizations and partner to conduct briefings and workshops on importance and value of ACS for all residents.	Track awareness of ACS and adoption of policies by local officials as part of Annual Progress Reports. Update the primer as appropriate and distribute. Consider developing mentoring program through the RACSO.	Evaluate and report results in the Annual Progress Reports and at the Annual Summits. Determine longer term actions.	Partnership, RACSO, CPUC, California State Association of Counties (CSAC), League of California Cities (LCC), California School Boards Association (CSBA)
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Objective C: Identify communities and neighborhoods without affordable connections to delivery of ACS.

Develop a base regional map of infrastructure availability and costs using existing information.	Develop and implement a survey to obtain additional information about availability and costs. Integrate information into the base map.	Continue to map availability, affordability and accessibility of ACS throughout the region and provide information to policy makers.	Continue to map availability, affordability and accessibility of ACS throughout the region and provide information to policy makers.	Partnership, CPUC, RACSO, Corporation for Education Network Initiatives in California (CENIC).
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Immediate Actions (First Year)	Short-Term Actions (2-3 Years)	Intermediate Actions (4-6 Years)	Long-Term Actions (7-10 Years)	Responsible Implementer
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Objective D: Increase availability of affordable ACS in rural and other underserved areas.

Complete above mapping activities.	Identify strategies to accelerate deployment, affordability and accessibility throughout the region. Develop and begin to implement an action plan. Consider appropriate incentives, including the concept of a “technology opportunity zone” (TOZ) or integration of benefits with region wide incentive zone.	Continue to implement action plan. Evaluate effectiveness of incentives, including efficacy of TOZ concept. Revise action plan and proposed incentives as appropriate. Monitor results and integrate into ongoing mapping.	Evaluate and report results in the Annual Progress Reports and at the Annual Summits. Determine longer-term actions.	Partnership, CPUC, RACSO, BTH, HHS, Related State Agencies
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Objective E: Increase deployment of ACS by current and prospective service providers.

Convene representatives from CPUC, CSAC, LCC, CSBA, providers and stakeholders in a task force to identify barriers and begin development of a action plan (see Objective D above).	Complete and begin implementation of action plan. Continue to work with representatives, providers and stakeholders to identify and deploy new strategies for accelerating deployment.	Continue to work with representatives, providers and stakeholders to implement action plan. Evaluate and report results in Annual Progress Reports and at Annual Summits.	Evaluate and report results in the Annual Progress Reports and at the Annual Summits. Determine longer-term actions.	Partnership, CPUC, RACSO, CSAC, LCC, CSBA, Providers, Stakeholders
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Objective G: Eliminate installation barriers that discourage deployment.

Working with task force of representatives (Objective E) to identify installation barriers and strategies to reduce and/or eliminate them. Integrate into the action plan.	Begin implementation of the action plan, including reducing and eliminating installation barriers.	Continue to implement action plan. Evaluate and revise action plan as appropriate.	Evaluate results and determine longer-term actions.	CPUC, RACSO
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Objective H: Identify and seek all available funding for deployment of ACS.

Identify all available funding and prepare recommended actions for attracting resources. Eliminate current restrictions of the Rural Telecommunications Infrastructure Grant Program through legislative amendments as recommended by the Work Group.	Pursue appropriate legislative and regulatory amendments. Seek identified funding and resources.	Continue to identify and seek funding and resources. Explore innovative approaches for public-private partnerships and joint ventures.	Evaluate results and determine longer-term actions.	Partnership, RACSO, Providers, Stakeholders, State Legislators
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Immediate Actions (First Year)	Short-Term Actions (2-3 Years)	Intermediate Actions (4-6 Years)	Long-Term Actions (7-10 Years)	Responsible Implementer
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Objective I: Leverage unused bandwidth for the benefit of the greatest number of users.

In cooperation with CENIC and the Broadband Institute of California (BBIC), develop a best practices and case studies guidebook for implementation.	Work with CPUC, CENIC, BBIC, task force of providers and stakeholders to interface with the Federal Communications Commission to explore opportunities to leverage unused bandwidth.	Implement actions to leverage unused bandwidth and integrate into action plan and mapping.	Evaluate results and determine longer-term actions.	Partnership, CPUC, RACSO, CENIC, BBIC
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Objective J: Incorporate ACS infrastructure into all new residential and commercial construction.

Begin discussions with California Building Industry Association (CBIA), and other stakeholders to develop policies for incorporating ACS into new construction.	Integrate results of discussions into model policies and ordinances. Work with the BTH, Department of Housing and Community Development and U.S. Department of Housing and Urban Development (HUD) to integrate ACS into affordable housing programs.	Continue to work with CBIA, HCD, and HUD to incorporate ACS into new construction and renovations. Integrate infrastructure deployment data into mapping. Monitor results and revise strategies as appropriate.	Continue to update mapping with new infrastructure deployment. Evaluate results and determine longer-term actions.	Partnership, RACSO, CBIA, BTH, HCD, HUD
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Goal 2: Promote accessibility and utilization of ACS in targeted underserved communities and populations.

Objective A: Increase utilization of ACS by all residents.

Work with CPUC, state agencies and the California Emerging Technology Fund (CETF) to explore opportunities for cooperation and joint-ventures to immediately expand accessibility and availability of ACS to underserved communities and populations. Develop an action plan.	Identify partners and secure funding for implementing the action plan. Consider early deployment of infrastructure related to telemedicine and eHealth. Explore opportunities to work with educational institutions to accelerate deployment. Evaluate experience in Pixley to determine how to expand to other communities.	Sponsor regional forums to review results, highlight and share best practices, and identify opportunities for expanding region-wide ACS deployment. Determine best approach and practices for increasing adoption by underserved communities and populations. Revise action plan to eliminate the “digital divide” throughout the region.	Continue to implement action plan to reach underserved communities and populations. Evaluate results and determine longer-term actions.	Partnership, CPUC, RACSO, CETF, Providers, Stakeholders
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Objective B: Inform local elected officials about the importance and benefits of access to ACS and IT for all residents and businesses.

Incorporate into the above primer information about the benefits of access to ACS and IT and the elimination of the digital divide.	Distribute primer and conduct workshops as above. Work with local officials, including school board members, to identify willing partners and preferred approaches to eliminating the digital divide.	Track and report results as above.	Evaluate and determine longer-term actions.	Partnership, RACSO, CPUC, CSAC, LCC, CSBA
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Immediate Actions (First Year)	Short-Term Actions (2-3 Years)	Intermediate Actions (4-6 Years)	Long-Term Actions (7-10 Years)	Responsible Implementer
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Objective C: Implement projects to provide access to ACS and IT for all residents and businesses to eliminate the digital divide.

Explore opportunities with CETF and other prospective investors and partners to assist with deployment of ACS and IT to disadvantaged communities and populations.	Develop a competitive process for inviting innovative proposals to eliminate the digital divide. Continue to work with prospective investors and partners to determine best strategies to achieve access.	Secure funding and implement proposals for innovative projects. Establish process and methodology for monitoring and evaluating results.	Continue to implement projects. Evaluate and report results in the Annual Progress Reports and at the Annual Summits. Determine longer-term actions.	Partnership, CPUC, RACSO, CETF, Providers, Stakeholders
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Objective D: Develop and implement a program to ensure all high school students graduate with the basic computer literacy skills. (See K-12 Education Recommendations.)

Identify stakeholders and convene a task force to develop high school computer literacy standards consistent with community college curriculum. Coordinate with K-12 activities. Identify appropriate champion(s).	Explore prospective partnerships with existing programs such as the U.S. International Computer Driving License (ICDL). Reach agreement on curriculum components. Develop an action plan.	Confirm partners, secure funding and implement the action plan. Establish a process and methodology for monitoring and evaluating results.	Continue to implement the action plan. Evaluate and report results in the Annual Progress Reports and at the Annual Summits. Determine longer-term actions.	Partnership, RACSO, County Superintendents of Education, Community Colleges, School Districts, Stakeholders
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Objective E: Expand the number of public locations for access to ACS to help disadvantaged residents and businesses to bridge the digital divide.

Complete above activities working with public officials. Explore requisite amendments to existing statutes, regulations and funding programs. Prepare a report and recommended actions.	Seek amendments to existing statutes and The Teleconnect Fund as appropriate. Secure resources as needed. Implement resulting laws, regulations and model local policies and ordinances.	Continue to implement actions and projects to achieve objective. Develop process and methodologies to evaluate impact on bridging the digital divide.	Evaluate results and determine longer-term actions.	The State Legislature, CPUC, and RACSO
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Goal 3: Expand and replicate successful model programs to increase access to ACS and IT to bridge the digital divide.

Objective A: Develop and implement a plan to expand and replicate the most successful strategies and programs to bridge the digital divide.

Complete above activities to increase access and develop innovative projects for disadvantaged communities and populations.	Complete above activities to increase access and develop innovative projects for disadvantaged communities and populations.	Using results of evaluations of above activities develop an action plan for expansion and replication. Identify prospective partners and funding sources.	Implement action plan for expansion and replication. Evaluate results and determine longer-term actions.	RACSO, Providers, Local Governments, Stakeholders
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Objective B: Foster demand for ACS access in underserved and disadvantaged communities, such as encouraging economic development and growth of home-based businesses.

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Immediate Actions (First Year)	Short-Term Actions (2-3 Years)	Intermediate Actions (4-6 Years)	Long-Term Actions (7-10 Years)	Responsible Implementer
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Goal 4: Accelerate deployment of ACS infrastructure through telemedicine and eHealth technology. (See *Health and Human Services Recommendations.*)

Objective A: Develop and implement a telemedicine and eHealth plan to connect health clinics with medical centers.

Work with the California Telemedicine and eHealth Center, CETF, BTH, HHS, providers and stakeholders to develop a specific plan for implementation of a model project for telemedicine and eHealth, including Electronic Health Records (EHRs). Secure agreements for partners and investments.	Implement plan for EHRs throughout the region. Begin implementation of model telemedicine project. Continue to involve other partners and secure needed investments. Develop a work plan for expansion of model project. Monitor progress and revise project as appropriate.	Continue to implement model telemedicine project. Continue to monitor progress, secure needed additional investments, and revise project as appropriate. Develop process and methodology for determining impacts of telemedicine project on access to and quality of medical care relationship to health status.	Evaluate experience of model telemedicine project, summarize lessons learned and prepare report on recommendations for replication in other regions. Evaluate impacts on access to and quality of health care and relationship to health status. Determine longer-term actions.	Partnership, RACSO, California Telemedicine and eHealth Center, CETF, BTH, HHS, County Health Departments, Health Clinics and Medical Centers, Providers, Stakeholders
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Objective B: Build upon ACS infrastructure for telemedicine and eHealth to promote other applications for education and economic development to increase access and affordability.

Complete above activities. Consult CENIC and economic development organizations (EDCs) to explore opportunities.	As model telemedicine project is implemented, begin to explore with providers and stakeholders opportunities to accommodate other applications for education and economic development. Prepare an assessment and recommended actions.	Implement recommended actions for promoting other education and economic applications. Monitor and evaluate resulting improved access and affordability.	Evaluate results and identify remaining gaps in availability and use of ACS infrastructure. Determine longer-term actions.	Partnership, RACSO, CETF, BTH, CENIC, EDCs, Providers, Stakeholders
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CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY AGENDA ITEM

SUBJECT:

Discussion and Presentation of Lobbyist

PRESENTED BY:

Council Members Marshall 'Chip' Holloway and Jason Patin

SUMMARY:

Council Members Patin and Holloway requested this item be added to the agenda as an informational and discussion item.

In the Strategic Planning sessions earlier this year, one of the stated outcomes was to explore any and all opportunities to generate new revenues, attract grants and diversify our economic base. Since that session the state and federal economy has only deteriorated. Our local business community is struggling and while there are some promising initiatives and partnerships such as China Lake Technologies, we must do more.

Through participation with the Ridge Area Convention and Visitors Bureau, Ridgecrest Chamber of Commerce, Indian Wells Valley Economic Development Committee (IWVEDC) and the other agencies, it has become evident that there is a great deal of momentum building in our business community along with high level contacts at China Lake Naval Weapons Station who believe we should consider hiring a federal lobbyist.

Some of these local business leaders have developed a relationship with one potential lobbyist who has offered, at their own expense, to visit our community to survey the area and interview multiple business and community leaders in order to formulate a plan and evaluate what opportunities we can pursue together.

The challenges facing this council are *'What will it cost?'* *'How soon can we expect a return on investment?'* *'Where would we find the funding?'* Just to name a few.

Understanding that this would be our first presentation of this magnitude, it is our hope that we could decide if this is an option to pursue and hear first-hand what benefits can be obtained for the entire community through this process

FISCAL IMPACT:

No Fiscal Impact

Reviewed by Finance Director

ACTION REQUESTED:

Discussion only

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Discussion Only

Submitted by: Council Member Marshall 'Chip' Holloway Action Date: August 17, 2011

(Rev. 6/12/09)

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CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY AGENDA ITEM

SUBJECT:

Discussion And Possible Approval Of A Resolution To Enter Into An Interim Franchise Agreement With A Solid Waste Hauler

PRESENTED BY:

Kurt Wilson – City Manager

SUMMARY:

The City has been working toward securing an interim franchise hauler to commence service on September 3rd, 2011. As of the date this agenda is being published, staff is continuing to work through several options. If that process concludes prior to the August 17th, 2011 City Council meeting, staff will recommend the adoption of a resolution and authorization to enter into an interim franchise agreement with a hauler.

Pursuant to Municipal Code Sections 3-5.104 and 3-5.105, the resolution would contain findings by the City Council that the interim award is necessary to prevent disruption of service to the public and necessary to protect the public health, safety, and welfare of the City.

The interim franchise agreement shall be in effect for a term not to exceed 120 days and shall not be the basis for favorable treatment for any hauler in the process of selecting a long-term solid waste and recycling hauler.

In the event that no interim hauler is selected at this meeting, staff recommends convening a special or emergency meeting later this month to address the issue

FISCAL IMPACT:

Unknown

Reviewed by Finance Director

ACTION REQUESTED:

None

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Kurt Wilson

Action Date: August 17, 2011

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CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY AGENDA ITEM

SUBJECT:

Ordinance 11-03, An Ordinance Of The City Of Ridgecrest Electing To Comply With And Participate In The Alternative Voluntary Redevelopment Program Contained In Part 1.9 Of Division 24 Of The California Health And Safety Code

PRESENTED BY:

James McRea & Keith Lemieux

SUMMARY:

Redevelopment Agencies, the California Redevelopment Association (CRA), legal experts, & fiscal and financial consultants have all been working to interpret AB1X26 and 27, as adopted June 15, 2011 which effectively dissolves redevelopment agencies, but allows agencies willing to comply with a "voluntary" community remittance payment to be exempted from elimination. The Governor signed these bills and they became effective on June 29, 2011.

Recently, CRA and the League of California Cities filed legal actions to overturn these provisions; however, until either a stay of its provisions or a decision of its merits occurs, Agencies must comply with these requirements.

Certain deadlines and recommend actions are due by August 15, Aug. 28, and Oct. 01, 2011 and are required if the Agency is to continue or dissolve.

Ordinance 11-03, An Ordinance Of The City Of Ridgecrest Electing To Comply With And Participate In The Alternative Voluntary Redevelopment Program Contained In Part 1.9 Of Division 24 Of The California Health And Safety Code was approved by Council for First Reading and Introduction on August 3, 2011 and the City Clerk published a summary of the ordinance in the local newspaper. Ordinance 11-03 is presented this Council meeting of August 17, 2011 for Second Reading and Adoption. This ordinance requires the following two motions:

Motion To Waive Reading In Full And To Adopt By Title Only As An Urgency Ordinance, Ordinance No. 11-03, An Ordinance Of The City Of Ridgecrest Electing To Comply With And Participate In The Alternative Voluntary Redevelopment Program Contained In Part 1.9 Of Division 24 Of The California Health And Safety Code

Requires A Second

Motion To Adopt, By Title Only An Urgency Ordinance, Ordinance No. 11-03, An Ordinance Of The City Of Ridgecrest Electing To Comply With And Participate In The Alternative Voluntary Redevelopment Program Contained In Part 1.9 Of Division 24 Of The California Health And Safety Code

Requires A Second

FISCAL IMPACT:

State Payment in excess of approximately two million dollars in 2012, and annually thereafter as may be determined.

Reviewed by Finance Director

ACTION REQUESTED:

Approve the following motions as an Urgency Ordinance:

Motion To Waive Reading In Full And To Adopt By Title Only As An Urgency Ordinance, Ordinance No. 11-03, An Ordinance Of The City Of Ridgecrest Electing To Comply With And Participate In The Alternative Voluntary Redevelopment Program Contained In Part 1.9 Of Division 24 Of The California Health And Safety Code

Requires A Second

Motion To Adopt, By Title Only An Urgency Ordinance, Ordinance No. 11-03, An Ordinance Of The City Of Ridgecrest Electing To Comply With And Participate In The Alternative Voluntary Redevelopment Program Contained In Part 1.9 Of Division 24 Of The California Health And Safety Code

Requires A Second

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve the recommended motions

Submitted by: James McRea
(Rev. 6-12-09)

Action Date: August 17, 2011

ORDINANCE NO. 11-03

AN ORDINANCE OF THE CITY OF RIDGECREST ELECTING TO COMPLY WITH AND PARTICIPATE IN THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM CONTAINED IN PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, the Ridgecrest Redevelopment Agency (“Agency”) is a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* (“CRL”) and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council (“City Council”) of the City of Ridgecrest (“City”); and

WHEREAS, the Redevelopment Plan for a redevelopment project known and designated as the “Ridgecrest Redevelopment Project” has been adopted and approved by Ordinance No. 86 37 of the City of Ridgecrest on November 16, 1986, and amended by Ordinance No. 91 13 adopted on April 17, 1991 and amended by Ordinance No. 95-04 adopted on March 15, 1995 and all requirements of law for and precedent to the adoption and approval of the Redevelopment Plan, as amended, have been duly complied with; and

WHEREAS, since adoption of the Redevelopment Plan, the Agency has undertaken redevelopment projects in the Project Area to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to generate employment opportunities within the community; and

WHEREAS, over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the Project Area’s economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure, to name a few; and

WHEREAS, Parts 1.8, 1.85 and 1.9 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26 and ABX1 27, which measures purport to become effective immediately. ABX1 26 and ABX1 27, which are trailer bills to the 2011-12 budget bills, were

approved by both houses of the Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Part 1.85 of the CRL (“Part 1.85”) provides for the statewide dissolution of all redevelopment agencies, including the Agency, as of October 1, 2011, and provides that, thereafter, a successor agency to administer the enforceable obligations of the Agency and otherwise wind up the Agency’s affairs, all subject to the review and approval by an oversight committee; and

WHEREAS, Part 1.8 of the CRL (“Part 1.8”) provides for the restriction of activities and authority of the Agency in the interim period prior to dissolution to certain “enforceable obligations” and to actions required for the general winding up of affairs, preservation of assets, and certain other goals delineated in Part 1.8; and

WHEREAS, the dissolution of the Agency would be detrimental to the health, safety, and economic well-being of the residents of the City and cause irreparable harm to the community, because, among other reasons, the redevelopment activities and projects made possible, implemented, and funded by the Agency are highly significant and of enduring benefit to the community and the City, and are a critical component of its future; and

WHEREAS, Part 1.9 of the CRL (“Part 1.9”) provides that a redevelopment agency may continue in operation if a city or county that includes a redevelopment agency adopts an ordinance agreeing to comply with and participate in the Alternative Voluntary Redevelopment Program established in Part 1.9 (“Program”); and

WHEREAS, as a condition of the Agency’s continued existence and operation of its redevelopment agency, the City is required to make certain annual remittances to the county auditor-controller pursuant to Chapter 3 of Part 1.9, beginning with a larger upfront remittance for the 2011-2012 fiscal year (“First Remittance”), to be paid in two equal installments on January 15, 2012 and May 15, 2012; and

WHEREAS, the City will have sufficient moneys and revenues to fund an amount equal to the City’s payment of the First Remittance and expects to have sufficient moneys and

revenues to fund the subsequent annual remittances required by Part 1.9; and

WHEREAS, the City's needs are such that it can commit to spend the funds received from the Agency pursuant to the Agreement to Transfer Tax Increment (defined below) to finance activities within the Redevelopment Project that are related to accomplishing the goals of the Redevelopment Project, including but not limited to attraction and retention of a wide range of businesses, rehabilitation of deteriorated and obsolete structures, development of housing, improvement of infrastructure and public facilities, crime reduction, and blight elimination; and

WHEREAS, the City and Agency intend to execute an agreement pursuant to CRL Section 34194.2, whereby the Agency shall make an initial transfer of a portion of its tax increment to the City in an amount equal the First Remittance, and thereafter to transfer amounts of tax increment equal to any subsequent remittance which the City is required to make to the county auditor-controller pursuant to the City's participation in the Program ("Agreement to Transfer Tax Increment"); and

WHEREAS, the City is aware that the validity, passage, and applicability of ABX1 26 and ABX1 27 may become the subject of a judicial challenge; and

WHEREAS, the City, by the adoption of this Ordinance, does not represent, disclaim, or take any position whatsoever on the issue of the validity of ABX1 26 or ABX1 27, but rather the City seeks to comply with the Constitution and laws of the State of California, including Part 1.9, in order to preserve the ability of the Agency to continue to operate and thereby benefit the community; and

WHEREAS, the City reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194; and

WHEREAS, while the City currently intends to make these community remittances, they shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, to the extent there is a final determination that ABX1 26 and ABX1 27 are unconstitutional; and

WHEREAS, the City reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of ABX1 26 and ABX1 27; and

WHEREAS, to the extent a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Alternative Voluntary Redevelopment Program's payment obligation of ABX1 26 and ABX1 27, the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay; and

WHEREAS, the City has duly considered all other related matters and has determined that the City's participation in the Program is in the best interests of the City, and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGECREST DOES ORDAIN AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The City hereby finds that (i) the dissolution of the Agency would be detrimental and cause irreparable harm to the community and to the health, safety, and economic well-being of the citizens of the City, and (ii) the types of activities and projects made possible, implemented, and funded by the Agency are highly significant and of enduring benefit to the community and the City, and are a critical component of its future; and
3. The City hereby commits to spend those funds received under the Agreement to Transfer Tax Increment or otherwise pursuant to CRL Section 34194.2 to finance activities within the Redevelopment Project that are related to accomplishing the goals of the Redevelopment Project; and
4. The City hereby ordains that the City shall comply with the Constitution and the laws of the State of California, including Part 1.9, including the making of the remittances referred to in CRL Section 34194(c) at the times and in the manner described in Part 1.9.

This ordinance is that ordinance referred to in CRL Section 34193 and shall be interpreted and applied in all respects so as to comply with Part 1.9, to the fullest extent permitted by law.

5. The City Manager is hereby authorized and directed to take action and execute any documents necessary to implement this Ordinance, including, but not limited to notifying, on or before November 1, 2011, the county auditor-controller, the Controller of the State, and the State Department of Finance that the City agrees to comply with the provisions of Part 1.9 as provided under Section 34193, such notice to be in accordance with CRL Section 34193.1.
6. The City's remittances to the county auditor-controller made pursuant to Part 1.9 may be paid from any legally available funds of the City not otherwise obligated for other uses in accordance with Section 34194.1. Nothing herein is intended or shall be interpreted to require any payments or impose any financial or other obligation of the City other than in accordance with the Constitution and laws of the State of California, including Part 1.9. Except as set forth in Section 7, below, the City Council hereby determines that the City shall make the community remittances set forth in Health and Safety Code section 34194 et seq.
7. The City shall not make any community remittance in the event a court of competent jurisdiction either grants a stay on the enforcement of ABX1 26 and ABX1 27 or determines that ABX1 26 and ABX1 27 are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the City's right to recover such amount and interest thereon in the event that there is a final determination that ABX1 26 and ABX1 27 are unconstitutional. If there is a final determination that ABX1 26 and ABX1 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect.
8. This Ordinance shall be effective thirty (30) days from and after the date of the final passage and adoption hereof.

PASSED APPROVED AND ADOPTED this ____ day of _____, 2011.

Ronald H. Carter, Mayor, City of Ridgecrest

ATTEST:

Rachel J. Ford, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney

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

I, Rachel Ford, City Clerk of the City of Ridgecrest, do hereby certify that the foregoing Ordinance No. ____ was duly passed and adopted at a regular meeting of the City Council of the City of Ridgecrest held on the ____ day of _____, 2011.

Upon motion of City Council Member _____, seconded by City Council Member _____, the foregoing Ordinance No. _____ was duly passed and adopted.

Vote on the motion:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Ridgecrest this ____ day of _____, 2011.

RACHEL J. FORD, CMC, CITY CLERK

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