



**City Council
Redevelopment Agency
Financing Authority**

AGENDA

Wednesday

Regular

**Closed Session 5:30 PM
Regular Session 6:00 PM**

December 21, 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. 11-05
LAST RESOLUTION CITY COUNCIL NO. 11-xx
LAST RESOLUTION REDEVELOPMENT AGENCY NO. 11-xx
LAST RESOLUTION FINANCING AUTHORITY NO. 11-xx

CITY OF RIDGECREST

**CITY COUNCIL
RIDGECREST REDEVELOPMENT AGENCY
FINANCING AUTHORITY**

AGENDA

Regular Council/Agency Meeting
Wednesday December 21, 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 9940 Las Vegas Blvd. South, Las Vegas, NV 89183

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT – CLOSED SESSION

AGENDA - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

December 21, 2011

Page 2

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, Liability Claim Of Molly Kromer. Claim No. 11-06

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORTS

- Closed Session
- Other

PUBLIC COMMENT

CONSENT CALENDAR

1. Redevelopment Agency Annual Report McRea
2. Program Supplement – Intersection of Downs & Ward to Inyokern Road Speer
3. Willdan Agreement – City Corp. Yard Project Speer
4. Quad Knopf Agreement Amendment – Downs Street Project Speer
5. Approval Of Public Benefit Discretionary Fund Expenditures Wilson

DISCUSSION AND OTHER ACTION ITEMS

6. Discussion of Selection Of A Federal Lobbyist Firm Holloway/Patin
7. Acceptance of and Scheduling A Public Hearing of the Planning Commission Decision Appeal of Derrill Whitten Speer

PUBLIC COMMENT

AGENDA - CITY COUNCIL / REDEVELOPMENT AGENCY - REGULAR

December 21, 2011

Page 3

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: January 11, 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: February 2, 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: January 17, 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: January 5, 2012

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 4:00 p.m., Kerr-McGee Center
Next Meeting: January 9, 2012

Ridgecrest Area Convention and Visitors Bureau (RACVB)

Members: Chip Holloway, Jason Patin
Meetings: 1st Wednesday of the month, 8:00 a.m.
Next meeting: January 4, 2012 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:

The Annual Report of the Ridgecrest Redevelopment Agency for FY 2010-2011 is presented to the City Council for its review and acceptance in accordance with Section 33080 of the Health & Safety Code.

PRESENTED BY:

James E. McRea

SUMMARY:

The Ridgecrest Redevelopment Agency files an Annual report with the State Controller's Office by January 01, 2012. Section 33080.1 of the Health & Safety Code requires that the Ridgecrest Redevelopment Agency shall submit the final report of any audit undertaken by any other local, state, or federal government entity to its legislative body within 30 days of receipt of that audit report. In addition, every Redevelopment Agency shall present an annual report to its legislative body within six months of the end of the Agency's fiscal year.

A copy of the Annual Report is attached.

The Annual Report backup is anticipated to be received from the consultants no later than (Dec 21st) and will be posted as a supplement to the agenda upon receipt.

It would be appropriate to review and accept as presented.

FISCAL IMPACT:

Annual fiscal report and audit.

Reviewed by Finance Director

ACTION REQUESTED:

Appropriate discussion and direction to Agency staff.
Motion to receive and file.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Review and Comment :

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

Action Date: 12-21-11

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**City of Ridgecrest
RDA Annual Report
Fiscal Year Ending June 30, 2011**

The Annual Report of the Ridgecrest Redevelopment Agency for FY 2010-2011 is presented to the City Council for its review and acceptance in accordance with Section 33080 of the Health & Safety Code.

Pursuant to the requirements, the agency shall file with the Controller within six months of the end of the agency's fiscal year a copy of the report required by Section 33080.1. In addition, each redevelopment agency shall file with the department a copy of the audit report required by subdivision (a) of Section 33080.1. The reports shall be made in the time, format, and manner prescribed by the Controller after consultation with the department.

The Ridgecrest Redevelopment Agency shall further provide a copy of the report required by Section 33080.1, upon the written request of any person or any taxing agency. This report does not include detailed information regarding administrative costs, professional services, or other expenditures, the person or taxing agency may request, and the redevelopment agency shall provide, that information. The person or taxing agency shall reimburse the redevelopment agency for all actual and reasonable costs incurred in connection with the provision of the requested information.

The RRA report to the legislative body for the fiscal year 2010-2011 is presented as follows:

Section 33080.1 of the Health & Safety Code requires that the Ridgecrest Redevelopment Agency shall submit the final report of any audit undertaken by any other local, state, or federal government entity to its legislative body within 30 days of receipt of that audit report. In addition, every redevelopment agency shall present an annual report to its legislative body within six months of the end of the agency's fiscal year. The annual report shall contain all of the following:

- (a) (1) An independent financial audit report for the previous fiscal year. "Audit report" means an examination of, and opinion on, the financial statements of the agency which present the results of the operations and financial position of the agency, including all financial activities with moneys required to be held in a separate Low and Moderate Income Housing Fund pursuant to Section 33334.3. This audit shall be conducted by a certified public accountant or public accountant, licensed by the State of California, in accordance with Government Auditing Standards adopted by the Comptroller General of the United States. The audit report shall meet, at a minimum, the audit guidelines prescribed by the Controller's office pursuant to Section 33080.3 and also include a report on the agency's compliance with laws, regulations, and administrative requirements governing activities of the agency, and a calculation of the excess surplus in the Low and Moderate Income Housing Fund as defined in subdivision (g) of Section 33334.12

- (a) A copy of the Component Unit Financial Statements and Independent Auditors' Report for the year ending June 30, 2011, as prepared by CC&L, certified Public Accountants is attached
- (b) A fiscal statement for the previous fiscal year that contains the information required pursuant to Section 33080.5.

A copy of the 2010-2011 RRA fiscal statement is attached.

- (c) A description of the agency's activities in the previous fiscal year affecting housing and displacement that contains the information required by Sections 33080.4 and 33080.7.

§33080.4. Description of agency's activities

(a) For the purposes of compliance with subdivision (c) of Section 33080.1, the description of the agency's activities shall contain the following information regardless of whether each activity is funded exclusively by the state or federal government, for each project area and for the agency overall:

- (1) Pursuant to Section 33413, the total number of nonelderly and elderly households, including separate subtotals of the numbers of very low income households, other lower income households, and persons and families of moderate income, that were displaced or moved from their dwelling units as part of a redevelopment project of the agency during the previous fiscal year.
- (2) Pursuant to Section 33413.5, the total number of nonelderly and elderly households, including separate subtotals of the numbers of very low income households, other lower income households, and persons and families of moderate income, that the agency estimates will be displaced or will move from their dwellings as part of a redevelopment project of the agency during the present fiscal year and the date of adoption of a replacement housing plan for each project area subject to Section 33413.5.
- (3) The total number of dwelling units housing very low income households, other lower income households, and persons and families of moderate income, respectively, which have been destroyed or removed from the low-or moderate-income housing market during the previous fiscal year as part of a redevelopment project of the agency, specifying the number of those units which are not subject to Section 33413.
- (4) The total numbers of agency-assisted dwelling units which were constructed, rehabilitated, acquired, or subsidized during the previous fiscal year for occupancy at an affordable housing cost by elderly persons and families, but only if the units are restricted by agreement or ordinance for occupancy by the elderly, and by very low income households, other lower income households, and persons and families of moderate income, respectively, specifying those units which are not currently so occupied, those units which have replaced units destroyed or removed pursuant to subdivision (a) of Section 33413, and the length of time any agency-assisted units are required to remain available at affordable costs.
- (5) The total numbers of new or rehabilitated units subject to paragraph (2) of subdivision (b) of Section 33413, including separate subtotals of the number originally affordable to and currently occupied by, elderly persons and families, but only if the units are restricted by agreement or ordinance for occupancy by the elderly, and by very low income households, other lower income households, and persons and families of moderate income, respectively, and the length of time these units are required to remain available at affordable costs.

(6) The status and use of the Low and Moderate Income Housing Fund created pursuant to Section 33334.3, including information on the use of this fund for very low income households, other lower income households, and persons and families of moderate income, respectively. If the Low and Moderate Income Housing Fund is used to subsidize the cost of onsite or offsite improvements, then the description of the agency's activities shall include the number of housing units affordable to persons and families of low or moderate income which have been directly benefited by the onsite or offsite improvements.

(7) A compilation of the annual reports obtained by the agency under Section 33418 including identification of the number of units occupied by persons and families of moderate income, other lower income households, and very low income households, respectively, and identification of projects in violation of this part or any agreements in relation to affordable units.

(8) The total amount of funds expended for planning and general administrative costs as defined in subdivisions (d) and (e) of Section 33334.3.

(9) Any other information which the agency believes useful to explain its housing programs, including, but not limited to, housing for persons and families of other than low and moderate income.

(10) The total number of dwelling units for very low income households, other lower income households, and persons and families of moderate income to be constructed under the terms of an executed agreement or contract and the name and execution date of the agreement or contract. These units may only be reported for a period of two years from the execution date of the agreement or contract.

(11) The date and amount of all deposits and withdrawals of moneys deposited to and withdrawn from the Low and Moderate Income Housing Fund.

§33080.7. Excess surplus in specified fund

For purposes of compliance with subdivision (c) of Section 33080.1 and in addition to the requirements of Section 33080.4, the description of the agency's activities shall identify the amount of excess surplus, as defined in Section 33334.10, which has accumulated in the agency's Low and Moderate Income Housing Fund. Of the total excess surplus, the description shall also identify the amount that has accrued to the Low and Moderate Income Housing Fund during each fiscal year. This component of the annual report shall also include any plan required to be reported by subdivision (c) of Section 33334.10

No individuals were moved or displaced in the previous fiscal year.
No very low or low income housing units were destroyed or removed from the housing inventory

The status and use of the low a moderate Income Housing fund is used for debt service of Tax Allocation Bonds in an amount of \$ 569,388. \$51,368 was utilized for a Mortgage assistance program; with a blind second that is forgiven by owner occupancy of 10 years. Serviced 15 low & mod qualifying individuals. Approximately \$523,539 was used for administration and salaries

- (d) A description of the agency's progress, including specific actions and expenditures, in alleviating blight in the previous fiscal year.

15 new units of low and moderate income housing were provided during the 2010-2011 fiscal year. No replacement housing was required within the Ridgecrest Redevelopment Project Area. There were 15 First Time Home Buyers subsidies providing the 15 affordable single family dwelling units. Five new programs and projects were reviewed and considered for Housing Set-aside funding for next year. During the 2010-2011 fiscal year current new commercially produced housing units were at price levels that made them available to low and moderate income families due to current retail market conditions

- (e) A list of, and status report on, all loans made by the redevelopment agency that are fifty thousand dollars (\$50,000) or more, that in the previous fiscal year were in default, or not in compliance with the terms of the loan approved by the redevelopment agency.

No loans were extended within the fiscal year and none are in default. Two housing projects and three commercial projects were under development, but due to the State of California actions, no formal progress has been completed at this time.

- (f) A description of the total number and nature of the properties that the agency owns and those properties the agency has acquired in the previous fiscal year.

The RRA has acquired one property during the reporting period. A listing of RRA owned properties is attached. Agency had negotiated for an exchange of property in 2009-10, however, a 25 acre property was purchased by fee simple deed for utilization of expansion of the Kerr McGee Youth Sport Complex and other potential development projects. An OPA was developed but not authorized for blight removal and development of a new office complex. No expenditures were made outside of the project area for 2010-2011.

- (g) A list of the fiscal years that the agency expects each of the following time limits to expire:

- (1) The time limit for the commencement for eminent domain proceedings to acquire property within the project area.
- (2) The time limit for the establishment of loans, advances, and indebtedness to finance the redevelopment project.
- (3) The time limit for the effectiveness of the redevelopment plan.
- (4) The time limit to repay indebtedness with the proceeds of property taxes.

(h) Any other information that the agency believes useful to explain its programs, including, but not limited to, the number of jobs created and lost in the previous fiscal year as a result of its activities.

The RRA has developed several projects to increase the number of available jobs within the project area. Both relocation and local business expansion were targeted. The Agency and the Naval Air Warfare Center have entered into two agreements with China Lake Technologies and the China Lake Collaborative to provide new opportunities for privatization of technologies developed on the base into the commercial markets with the goal of creating new jobs within the Agency's project area.

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Ridgecrest Redevelopment Agency
100 W. California Ave.
Ridgecrest, CA 93555

Initial Audit Requests

1. The Agency monitors the levels of available affordable housing for low and moderate income households by tracking the multiple listings and inventory of the local Realtors Board. Certificates of Occupancy are also tracked for all new construction and development projects. Currently the listing is approximately 150 dwelling units with about a hundred under \$100,000.
2. No low and moderate income housing was provided during the 2010-2011 fiscal year. No replacement housing was required within the Ridgecrest Redevelopment Project Area. There were 14 First Time Home Buyers subsidies provided for affordable single family dwelling units. Five different programs and projects were reviewed and considered for Housing Set-aside funding for next year.
3. No expenditures were made outside of the project area for 2010-2011
4. No Resolution for an extension of land ownership for more than five years without development was adopted. One parcel is currently under review and consideration of a project and Disposition Development Agreement: APN 067-050-02.
5. List of Redevelopment properties and year purchased is attached.
6. No property was sold or leased during 2010-2011 by the Agency.
7. Five Year Implementation Plan is 2009-2014
8. No new Five Year Plan considered.
9. No new Redevelopment Plans or amendments for the project area considered.
10. Agency received no finding regarding any detrimental effect of the redevelopment plan on either schools or fire districts in 2010-2011.

Ridgecrest Redevelopment Agency Property List

DESCRIPTION	ADDRESS	LEGAL	APN	ZONING	PAGE	BLDG SQ FT	LAND AREA	VAL
VACANT LOT	N C/L BUSINESS PARK		033 050 23 00 2	R1+R3	1		12.43 A	\$255,228
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-2	033 070 02 00 7	PO	2		.46 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-3	033 070 03 00 0	PO	2		.46 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-5	033 070 05 00 6	CG	2		.46 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-6	033 070 06 00 9	CG	2		.46 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-7	033 070 07 00 2	CG	2		.46 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-8	033 070 08 00 5	CG	2		.92 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-9	033 070 09 00 8	CG	2		.46 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-10	033 070 10 00 0	CG	2		.46 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-11	033 070 11 00 3	CG	2		.46 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-12	033 070 12 00 6	CG	2		.46 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-14	033 070 14 00 2	CG	2		1.83 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-15	033 070 15 00 5	CG	2		3.01 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-16	033 070 16 00 8	CG	2		2.09 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-28	033 070 28 00 3	CG	2		1.91 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-29	033 070 29 00 6	CG	2		3.37 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-30	033 070 30 00 8	CG	2		3.46 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-31	033 070 31 00 1	CG	2		2.81 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-32	033 070 32 00 4	CG	2		1.31 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-33	033 070 33 00 7	CG	2		1.55 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-34	033 070 34 00 0	PO	2		1.77 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-35	033 070 35 00 3	PO	2		1.5 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 P-36	033 070 36 00 6	UR	2		4.5 A	
VACANT LOT	N C/L BUSINESS PARK	PM-10819 PTN	033 070 41 00 0	CG	2		.24 A	
VACANT LOT	700 W RIDGECREST		067 050 02 00 8	R1+R2+CS	3		38.87 A	\$137,836
CORP YARD	636 W RIDGECREST		067 050 13 00 0	CS+R2+RSP	3	2,400	13.94 A	\$ 61,992
DUPLEX	318 N GOLD CANYON	T-4244M L-2	396 200 03 00 3	R1/PUD	22	1,689		\$ 55,223
SFR	227 S DESERT CANDLES	T-1524 L-195+	080 161 25 00 1	R1	9	1,799	.24 A	

VACANT LOT NO ADDRESS KMYSK 508 002 10 R-1+R2 25 A 1,200,000

Property description and status

Page 1 Drainage Sump (exchange 04/03) 033 050 23
 Page 2 Paved access frontage (DDA 03/04) 033 070 14
 Page 3 Vacant Lot (deed 02/02) 033 050 02
 Page 3 Corporate Yards (deed 02/02) 033 050 13
 Page 9 HUD Home (deed 10/98) 080 161 25
 Page 22 Duplex (error) 396 200-03
 No pg. Vacant Lot (deed 06/11) 508 002 03

RIDGECREST REDEVELOPMENT AGENCY
FISCAL STATEMENT
FY 2010-11

- A) Amount of outstanding indebtedness of the agency by project area:
See Form A, Grand Totals line, from the attached Statement of Indebtedness
- B) Amount of gross tax increment generated in each Project Area:
See Statement of Income and Expenditures-Revenues, Tax Increment Gross line, from the attached Financial Transactions Report
- C) Amount of tax increment revenues paid to, or spent on behalf of, a taxing agency, other than a school or community college district:
See Capital Improvement Detail, from the attached Financial Transactions Report
- D) The financial transaction report required pursuant to section 53891 of the Government Code:
See the attached State Controller Financial Transactions Report
- E) Amount allocated to school or community college districts :
See Pass-Through/School District Assistance form, Total column for School District and Community College Districts, from the attached Financial Transactions Report
- F) The amount of existing indebtedness, and the total amount of payments required to be paid on existing indebtedness for that fiscal year:
See the attached Statement of Indebtedness

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Confirmation of Redevelopment Agency On-Line Filing of Annual HCD Report**FY: Fiscal Year: 2010/2011****FM: Redevelopment Agency: RIDGECREST****Agency Administrator: Tess Sloan****Date: 12/15/2011****Time: 02:35 pm****TO: State Controller****Division of Accounting and Reporting****Local Government Reporting Section****P.O.Box. 942850****Sacramento, CA 94250**

This notice is automatically generated by HCD's On-Line Reporting System. The purpose is to file with the State Controller's Office verification the redevelopment agency has complied with Health and Safety Code (H&SC) Section 33080(a) and submitted the annual HCD report required by H&SC Section 33080.1.

HCD Notification: For the Fiscal Year 2009-2010 Supplemental Education Revenue Augmentation Fund (SERAF) payment, the agency:

- Did use revenue/funds that reduced the amount available to the Housing Fund
 Did not use revenue/funds that reduced the amount available to the Housing Fund

To the best of my knowledge the representations made above and the agency information reported are correct.

December 15, 2011

Date

760-499-5081

Telephone Number

[Handwritten Signature]

Signature of Authorized Agency Representative

Director of Public Services Dept / RRA.

Title

California Redevelopment Agencies-Fiscal Year 2010/2011
Project Area Contributions to Low and Moderate Income Housing Funds
Sch A Project Area Summary Report
RIDGECREST

Project Area	100% of Tax Increment	20% Set Aside Requirement	Tax Increment Allocated	Amount Exempted	Amount Suspended and/or Deferred	Tax Incr. Deposited to Hsng Fund	Percent of Tax Incr Dep	Repayment Deferrals	Other Income	Total Deposited to Housing
RIDGECREST PROJECT AREA	\$10,130,835	\$2,026,167	\$2,026,167	\$0	\$0	\$2,026,167	20%	\$0	\$49,426	\$2,075,593
Agency Totals:	\$10,130,835	\$2,026,167	\$2,026,167	\$0	\$0	\$2,026,167	20%	\$0	\$49,426	\$2,075,593

Note: Print this report in Landscape Orientation (Use the Print Icon just above, then Properties then Landscape)

California Redevelopment Agencies- Fiscal Year 2010/2011
 Project Area Contributions to Low and Moderate Income Housing Fund
 Sch A Project Area Financial Information

Agency **RIDGECREST**
 Address **100 W California Ave.**
Ridgecrest CA 93555

Project Area RIDGECREST PROJECT AREA							
Type: Inside Project Area		Status: Active					
Plan Adoption: 1986		Plan Expiration Year: 2027					
<u>Gross Tax Increment</u>	<u>Calculated Deposit</u>	<u>Amount Allocated</u>	<u>Amount Exempted</u>	<u>Amount Suspended and/or Deferred</u>	<u>Total Deposited</u>	<u>%</u>	<u>Cumulative Def.</u>
\$10,130,835	\$2,026,167	\$2,026,167	\$0	\$0	\$2,026,167	20%	\$0
				Repayment	\$0		
				Category			
				Interest Income	\$37,679		
				Loan Repayments	\$11,747		
				Total Additional Revenue	\$49,426		
				Total Housing Fund Deposits for Project Area	\$2,075,593		

Agency Totals For All Project Areas:

<u>Gross Tax Increment</u>	<u>Calculated Deposit</u>	<u>Amount Allocated</u>	<u>Amount Exempted</u>	<u>Amount Suspended and/or Deferred</u>	<u>Total Deposited</u>	<u>%</u>	<u>Cumulative Def.</u>
\$10,130,835	\$2,026,167	\$2,026,167	\$0	\$0	\$2,026,167	20%	\$0
				Total Additional Revenue from Project Areas:	\$49,426		
				Total Deferral Repayments:	\$0		
				Total Deposit to Housing Fund from Project Areas:	\$2,075,593		

California Redevelopment Agencies - Fiscal Year 2010/2011
Sch A/B Project Area Program Information
RIDGECREST

California Redevelopment Agencies - Fiscal Year 2010/2011
Status of Low and Moderate Income Housing Funds
Sch C Agency Financial Summary
RIDGECREST

<i>Adjusted Beginning Balance</i>	<i>Project Area Receipts</i>	<i>Agency Other Revenue</i>	<i>Total Expenses</i>	<i>Net Resources Available</i>	<i>Other Housing Fund Assets</i>	<i>Total Housing Fund Assets</i>	<i>Encumbrances</i>	<i>* Unencumbered Balance</i>	<i>Unencumbered Designated</i>	<i>Unencumbered Not Dsgntd</i>
\$6,037,991	\$2,075,593	\$0	\$1,095,360	\$7,018,224	\$0	\$7,018,224	\$581,433	\$6,436,791	\$0	\$6,436,791

<i>Expenses</i>	<i>Debt Service</i>	<i>Housing Rehabilitation</i>	<i>Planning and Administration Costs</i>	<i>Total</i>
2010/2011	\$540,453	\$770	\$554,137	\$1,095,360

**The Unencumbered Balance is equal to Net Resources Available minus Encumbrances*

Note: Print this report in Landscape Orientation (Use the Print Icon just above, then Properties then Landscape)

**California Redevelopment Agencies - Fiscal Year 2010/2011
 Status of Low and Moderate Income Housing Funds
 Sch C Agency Financial and Program Detail
 RIDGECREST**

	Beginning Balance	\$6,037,991
	Adjustment to Beginning Balance	\$0
	Adjusted Beginning Balance	\$6,037,991
Total Tax Increment From PA(s) \$2,026,167	Total Receipts from PA(s)	\$2,075,593
	Other Revenues not reported on Schedule A	\$0
	Sum of Beginning Balance and Revenues	\$8,113,584

Expenditure			
<u>Item</u>	<u>Subitem</u>	<u>Amount</u>	<u>Remark</u>
Debt Service			
Debt Principal Payments	Tax Allocation, Bonds & Notes	\$331,704	
Interest Expense		\$208,749	
	Subtotal of Debt Service	\$540,453	
 Housing Rehabilitation			
		\$770	
	Subtotal of Housing Rehabilitation	\$770	
 Planning and Administration Costs			
Administration Costs		\$508,269	
Other		\$28,936	Property Tax admin fee
Professional Services		\$16,932	
	Subtotal of Planning and Administration Costs	\$554,137	
	Total Expenditures	\$1,095,360	

Net Resources Available **\$7,018,224**

Indebtedness For Setasides Deferred **\$0**

Other Housing Fund Assets			
<u>Category</u>		<u>Amount</u>	<u>Remark</u>
SERAF Total Receivable		\$0	
	Total Other Housing Fund Assets	\$0	

California Redevelopment Agencies - Fiscal Year 2010/2011
 Status of Low and Moderate Income Housing Funds
 Sch C Agency Financial and Program Detail
 RIDGECREST

Total Fund Equity **\$7,018,224**

2006/2007	\$1686703			
2007/2008	\$1941516			
2008/2009	\$2029374	<i>sum of 4 Previous Years' Tax Increment for 2010/2011</i>	<i>Prior Year Ending Unencumbered Balance</i>	<i>Excess Surplus for 2010/2011</i>
2009/2010	\$1992400	\$7649993	\$5,456,558	\$0

<i>Sum of Current and 3 Previous Years' Tax Increments</i>	\$7,989,457
<i>Adjusted Balance</i>	\$6,436,791
<i>Excess Surplus for next year</i>	\$0
<i>Net Resources Available</i>	\$7,018,224
<i>Unencumbered Designated</i>	\$0
<i>Unencumbered Undesignated</i>	\$6,436,791
<i>Total Encumbrances</i>	\$581,433
<i>Unencumbered Balance</i>	\$6,436,791
<i>Unencumbered Balance Adjusted for Debt Proceeds</i>	\$0
<i>Unencumbered Balance Adjusted for Land Sales</i>	\$0
<i>Excess Surplus Expenditure Plan</i>	No
<i>Excess Surplus Plan Adoption Date</i>	

Site Improvement Activities Benefiting Households				
<u>Income Level</u>	<u>Low</u>	<u>Very Low</u>	<u>Moderate</u>	<u>Total</u>
Construction	0	0	0	0
Rehabilitation	0	0	0	0
Health and Safety Hazard	0	0	0	0

Land Held for Future Development					
<u>Site Name</u>	<u>Num Of Acres</u>	<u>Zoning</u>	<u>Purchase Date</u>	<u>Estimated Start Date</u>	<u>Remark</u>

Use of the Housing Fund to Assist Mortgagees

Income Adjustment Factors	<input type="text"/>	Requirements Completed	<input type="text"/>
Home	<input type="text" value="\$"/>	Hope	<input type="text" value="\$"/>

**California Redevelopment Agencies - Fiscal Year 2010/2011
Status of Low and Moderate Income Housing Funds
Sch C Agency Financial and Program Detail
RIDGECREST**

**Non Housing Redevelopment
Funds Usage**

Resource Needs

LMIH Deposits/Withdrawals

**Document
Name**

**Document
Date**

**Custodian
Name**

**Custodian
Phone**

**Copy
Source**

Achievements

Description

California Redevelopment Agencies - Fiscal Year 2010/2011
Sch D General Project Information
RIDGECREST

SCHEDULE HCD E
CALCULATION OF INCREASE IN AGENCY'S INCLUSIONARY OBLIGATION FOR ACTIVITIES
(This Form is Information Only: Actual Obligation is based on Implementation Plan)

Report Year: 2010/2011

Agency: RIDGECREST

NOTE: This form is a summary of the totals of all new construction or substantial rehabilitation units from forms HCD-D7 which are developed in a project area by any entity (agency or non-agency).

PART I [H & SC Section 33413(b)(1)] AGENCY DEVELOPED	
1. New Units	0
2. Substantially Rehabilitated Units	0
3. Subtotal - Baseline of Units (add line 1 & 2)	0
4. Subtotal of Inclusionary Obligation Accrued this Year for Units (line 3 x 30%)	0
5. Subtotal of Inclusionary Obligation Accrued this year for <u>Very-Low Income</u> Units (line 4 x 50%)	0
PART II [H & SC Section 33413(b)(2)] NON-AGENCY DEVELOPED UNITS	
6. New Units	0
7. Substantially Rehabilitated Units	0
8. Subtotal - Baseline of Units (add lines 6 & 7)	0
9. Subtotal of Inclusionary Obligation Accrued this year for Units (line 8 x 15%)	0
10. Subtotal of Inclusionary Obligation Accrued this year for Very Low Income Units (line 9 x 40%)	0
PART III TOTALS	
11. Total Increase in Inclusionary Obligations During This Fiscal Year (add line 4 & 9)	0
12. Total Increase in Very Low Income Units Inclusionary Obligations During This Fiscal Year (add line 5 & 10)	0

**STATEMENT OF INDEBTEDNESS — CONSOLIDATED
FILED FOR THE 2011-12 TAX YEAR**

Name of Redevelopment Agency: City of Ridgecrest Redevelopment Agency
Name of Project Area: Ridgecrest Redevelopment Project Area

Balances Carried Forward From:		Current		
		Total Outstanding Debt	Principal/Interest Due During Tax Year	
	Line			
Fiscal Period – Totals	(From Form A, Page 1 Totals)	(1)	\$351,936,816	\$17,994,044
Post Fiscal Period – Totals	(From Form B Totals)	(2)	\$22,838,758	\$2,657,424
Grand Totals		(3)	\$374,775,573	\$20,651,468
Available Revenues				
From Calculation of Available Revenues, Line 7		(4)	\$3,970,461	
Net Requirement		(5)	\$370,805,113	

Consolidate on this form all of the data contained on Form A and B (including supplemental pages). Form A is to include all indebtedness entered into as of June 30 of the Fiscal Year. Form B may be filed at the option of the Agency, and is to include indebtedness entered into post June 30 of the Fiscal Year, pursuant to Health and Safety Code Section 33675(c)(2). This is optional for each agency and is not a requirement for filing the Statement of Indebtedness. The Reconciliation Statement is to include indebtedness from Form A only.

Certificate of Chief Financial Officer:

Pursuant to Section 33675 of the Health and Safety Code,
I hereby certify that the above is a true and accurate Statement
of Indebtedness for the above named agency.

W. Tyrell Staheli

Finance Director

Name

Title


Signature

10/3/11
Date

**STATEMENT OF INDEBTEDNESS — FISCAL YEAR INDEBTEDNESS
FILED FOR THE 2011-12 TAX YEAR**

Name of Redevelopment Agency: City of Ridgecrest Redevelopment Agency
Name of Project Area: Ridgecrest Redevelopment Project Area

For Indebtedness Entered into as of June 30, 2011

Debt Identification	Original Data					Current	
	Date	Principal	Term	Interest Rate	Total Interest	Total Outstanding Debt	Principal/Interest Due During Tax Year
(A) Housing Set Aside Deposit	11/16/1986	not applicable	51 Years	none	none	\$78,566,608	\$2,011,955
(B) 2002 Tax Allocation Bonds	5/9/2002	\$1,924,250	11 Years	2-5%	\$529,200	\$418,605	\$208,658
(C) 2010 Tax Allocation Bonds	6/24/2010	\$31,444,097	26 Years	4-5.2%	\$28,899,532	\$59,120,950	\$2,613,491
(D) Pass Through: County of Kern	12/15/1987	not applicable	50 Years	none	none	\$106,686,449	\$1,753,041
(E) Restricted Pass Thru: County of Kern	12/15/1987	not applicable	50 Years	none	none	\$649,583	\$0
(F) Jail Operations Agreement	1/17/1990	not applicable	11 Years	none	none	\$162,000	\$81,000
(G) Jail Maintenance Agreement	1/17/1990	not applicable	11 Years	none	none	\$326,921	\$184,000
(H) HSC 33676 Inflationary: KCWA	11/16/1986	not applicable	51 Years	none	none	\$868,481	\$18,489
(I) Santa Ana Case Inflationary: SSUSD	7/1/2002	not applicable	35 Years	none	none	\$26,069,631	\$341,787
(J) Santa Ana Case Inflationary: Kern CCD	7/1/2002	not applicable	35 Years	none	none	\$3,711,335	\$48,658
Sub Total, This Page						\$276,580,564	\$7,261,079
Totals Forward From All Other Pages						\$75,356,251	\$10,732,965
Totals, Fiscal Year Indebtedness						\$351,936,816	\$17,994,044

Purpose of Indebtedness:

- (A) Housing set aside deposit required by the California Redevelopment Law
- (B) Development and improvement
- (C) Development and improvement
- (D) County pass through payment
- (E) Agency-held funds restricted for use on County projects

- (F) County Agreement for Ridgecrest Jail operations
- (G) County Agreement for Ridgecrest Jail maintenance
- (H) Kern County Water Agency - inflationary pass through
- (I) Inflationary pass through mandated by Santa Ana USD case
- (J) Inflationary pass through mandated by Santa Ana USD case

**STATEMENT OF INDEBTEDNESS — FISCAL YEAR INDEBTEDNESS
FILED FOR THE 2011-12 TAX YEAR**

Name of Redevelopment Agency: City of Ridgecrest Redevelopment Agency
Name of Project Area: Ridgecrest Redevelopment Project Area

For Indebtedness Entered into as of June 30, 2011

Debt Identification	Original Data					Current	
	Date	Principal	Term	Interest Rate	Total Interest	Total Outstanding Debt	Principal/Interest Due During Tax Year
(A) 33607.7: Kern County Water Agency	2/20/2008	not applicable	29 Years	none	none	\$477,501	\$4,126
(B) 33607.7: Kern Community College Dist	2/20/2008	not applicable	29 Years	none	none	\$4,028,926	\$34,810
(C) 33607.7: Sierra Sands USD	2/20/2008	not applicable	29 Years	none	none	\$27,980,535	\$241,751
(D) 33607.7: Sierra Sands/Child Develop.	2/20/2008	not applicable	29 Years	none	none	\$302,477	\$2,613
(E) 33607.7: East Kern RCD	2/20/2008	not applicable	29 Years	none	none	\$48,321	\$417
(F) 33607.7: Co. Supt of Schools	2/20/2008	not applicable	29 Years	none	none	\$1,140,535	\$9,854
(G) 33607.7: City of Ridgecrest	2/20/2008	not applicable	29 Years	none	none	\$4,310,969	\$66,694
(H) County Administrative Fee	1/1/1990	not applicable	47 Years	none	none	\$5,381,000	\$145,000
(I) Capital Lease Agreement/2005 COP	11/1/2005	\$10,275,000	21 Years	4.04%	\$5,175,456	\$11,208,976	\$748,256
(J) Wastewater Loan/Business Park Imps	6/19/2002	\$2,000,000	10 Years	2.50%	\$325,000	\$210,000	\$210,000
(K) Wastewater Loan/Alternative Energy	5/3/2010	\$3,142,700	5 Years	none	none	\$3,142,700	\$628,540
(L) Bond Arbitrage/BLX Group	5/9/2002	not applicable	11 Years	none	none	\$4,500	\$2,250
Total						\$43,670,263	\$2,094,312
This Page							

Purpose of Indebtedness:

- (A) Statutory pass through payment resulting from amendment to redevelopment plan
- (B) Statutory pass through payment resulting from amendment to redevelopment plan
- (C) Statutory pass through payment resulting from amendment to redevelopment plan
- (D) Statutory pass through payment resulting from amendment to redevelopment plan
- (E) Statutory pass through payment resulting from amendment to redevelopment plan
- (F) Statutory pass through payment resulting from amendment to redevelopment plan

- (G) Statutory pass through payment resulting from amendment to redevelopment plan
- (H) County Property Tax Administration Fee
- (I) Civic Center lease reimbursement agreement
- (J) China Lake infrastructure project
- (K) Photovoltaic solar energy production field funding agreement
- (L) Bond arbitrage analysis for 2002 Bonds

**STATEMENT OF INDEBTEDNESS — FISCAL YEAR INDEBTEDNESS
FILED FOR THE 2011-12 TAX YEAR**

Name of Redevelopment Agency: City of Ridgcrest Redevelopment Agency
Name of Project Area: Ridgcrest Redevelopment Project Area

For Indebtedness Entered into as of June 30, 2011

Debt Identification	Original Data					Current	
	Date	Principal	Term	Interest Rate	Total Interest	Total Outstanding Debt	Principal/Interest Due During Tax Year
(A) US Bank / Bond Trustee Fees	6/24/2010	not applicable	26 Years	none	none	\$45,988	\$4,538
(B) Legal Services	11/16/1986	not applicable	51 Years	none	none	\$3,151,397	\$100,000
(C) Agency Operational Costs	11/16/1986	not applicable	51 Years	none	none	\$20,608,434	\$653,946
(D) Business Dev Asst Program	4/6/2011	not applicable	1 Year	none	none	\$100,000	\$100,000
(E) Façade Program	4/6/2011	not applicable	1 Year	none	none	\$75,000	\$75,000
(F) Land Acquisition Advance	3/16/2011	not applicable	1 Year	none	none	\$555,709	\$555,709
(G) Police Services Reimbursement	4/6/2011	not applicable	1 Year	none	none	\$351,600	\$351,600
(H) Pearson Park/Upjohn Parks	3/16/2011	not applicable	1 Year	none	none	\$200,000	\$200,000
(I) LJ & KM Sports Park Complexes	3/16/2011	not applicable	1 Year	none	none	\$3,350,000	\$3,350,000
(J) R/C Blvd: Mahan-China Lake	3/16/2011	not applicable	1 Year	none	none	\$1,000,000	\$1,000,000
(K) Alleyway at City Hall	5/4/2011	not applicable	1 Year	none	none	\$12,860	\$12,860
(L) College Heights Infrasructure	3/16/2011	not applicable	1 Year	none	none	\$1,325,000	\$1,325,000
Total						\$30,775,988	\$7,728,653
This Page							

Purpose of Indebtedness:

- (A) Trustee fees for 2002 and 2010 Tax Allocation Bonds
- (B) Legal services contract
- (C) Overhead and administrative services reimbursement
- (D) Economic development
- (E) Economic development
- (F) Kerr McGee land acquisition reimbursement

- (G) Cooperative agreement for project area services
- (H) Public improvement project
- (I) Public improvement project
- (J) Public improvement project
- (K) Public improvement project
- (L) Public improvement project

**STATEMENT OF INDEBTEDNESS — FISCAL YEAR INDEBTEDNESS
FILED FOR THE 2011-12 TAX YEAR**

Name of Redevelopment Agency: City of Ridgecrest Redevelopment Agency

Name of Project Area: Ridgecrest Redevelopment Project Area

For Indebtedness Entered into as of June 30, 2011

Debt Identification	Original Data					Current	
	Date	Principal	Term	Interest Rate	Total Interest	Total Outstanding Debt	Principal/Interest Due During Tax Year
(A) PMS Study	11/2/2010	not applicable	1 Year	none	none	\$60,000	\$60,000
(B) PMS-Desig Micro Paving	3/16/2011	not applicable	1 Year	none	none	\$300,000	\$300,000
(C) Old Town Enhancement Program	3/16/2011	not applicable	1 Year	none	none	\$50,000	\$50,000
(D) Civic Center Solar Project Engin.	3/16/2011	not applicable	1 Year	none	none	\$500,000	\$500,000
(E)							
(F)							
(G)							
(H)							
(I)							
(J)							
(K)							
(L)							
Total This Page						\$910,000	\$910,000

Purpose of Indebtedness:

- (A) Public improvement project
- (B) Public improvement project
- (C) Public improvement project
- (D) Public improvement project
- (E) _____
- (F) _____

- (G) _____
- (H) _____
- (I) _____
- (J) _____
- (K) _____
- (L) _____

**STATEMENT OF INDEBTEDNESS — POST FISCAL YEAR INDEBTEDNESS ONLY
FILED FOR THE 2011-12 TAX YEAR**

Form B
(Optional)

To be used only if the agency wishes to include indebtedness entered into after June 30

Name of Redevelopment Agency: City of Ridgecrest Redevelopment Agency

Name of Project Area: Ridgecrest Redevelopment Project Area

For Indebtedness Entered into post June 30, 2011, as of October 1, 2011

Debt Identification	Original Data					Current	
	Date	Principal	Term	Interest Rate	Total Interest	Total Outstanding Debt	Principal/Interest Due During Tax Year
(A) Remittance Reimbursement	6/29/2011	not applicable	26 Years	none	none	\$22,838,758	\$2,657,424
(B)							
(C)							
(D)							
(E)							
(F)							
(G)							
(H)							
(I)							
(J)							
Total This Page						\$22,838,758	\$2,657,424

Purpose of Indebtedness:

- (A) ABIX 27 community remittance reimbursement pending Supreme Court ruling
- (B) _____
- (C) _____
- (D) _____
- (E) _____

- (F) _____
- (G) _____
- (H) _____
- (I) _____
- (J) _____

RECONCILIATION STATEMENT — CHANGES IN INDEBTEDNESS

Name of Redevelopment Agency: City of Ridgecrest Redevelopment Agency
 Name of Project Area: Ridgecrest Redevelopment Project Area

For Indebtedness Entered into as of June 30, 2011

Reconciliation Dates: From July 1, 2010 To June 30, 2011

Debt Identification:			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
SOI, page and line:			Outstanding Debt All Beginning Indebtedness	Adjustments		Amounts Paid Against Indebtedness, from:		Remaining Balance (A+B-C-D-E)
Prior Yr.	Current Yr.	Brief Description		Increases (Attach Explanation)	Decreases (Attach Explanation)	Tax Increment	Other Funds	
Pg 1 Line F	Pg 1 Line A	Housing Set Aside Deposit	\$10,655,997	\$69,912,603	\$0	\$2,001,992	\$0	\$78,566,608
Pg 1 Line B	Pg 1 Line B	2002 Tax Allocation Bonds	\$627,241	\$0	\$0	\$208,636	\$0	\$418,605
Pg 2 Line I	Pg 1 Line C	2010 Tax Allocation Bonds	\$59,360,588	\$2,369,688	\$0	\$2,609,326	\$0	\$59,120,950
Pg 1 Line E	Pg 1 Line D	Pass Through Payments County of Kern	\$11,836,862	\$96,526,182	\$0	\$1,676,595	\$0	\$106,686,449
Pg NEW Line	Pg 1 Line E	Restricted Pass Through County of Kern	\$0	\$818,247	(\$168,664)	\$0	\$0	\$649,583
Pg 1 Line H	Pg 1 Line F	Jail Operations Agreement County of Kern	\$243,000	\$0	\$0	\$81,000	\$0	\$162,000
Pg 1 Line I	Pg 1 Line G	Jail Maintenance Agreement County of Kern	\$495,585	\$0	\$0	\$168,664	\$0	\$326,921
Pg NEW Line	Pg 1 Line H	HSC 33676 / Inflationary Kern County Water Agency	\$0	\$885,054	\$0	\$16,572	\$0	\$868,481
TOTAL – THIS PAGE			\$83,219,273	\$170,511,774	(\$168,664)	\$6,762,785	\$0	\$246,799,598
TOTALS FORWARD			\$14,361,463	\$111,078,764	(\$1,357,546)	\$3,689,726	\$689,562	\$119,703,394
GRAND TOTALS			\$97,580,736	\$281,590,538	(\$1,526,210)	\$10,452,510	\$689,562	\$366,502,992

NOTE: This form is to reconcile the previous Statement of Indebtedness to the current one being filed. However, since the reconciliation period is limited by law to a July 1 – June 30 fiscal year period, only those items included on the SOI Form A is to be included on this document. To assist in following each item of indebtedness from one SOI to the next, use page and line number references from each SOI that the item of indebtedness is listed on. If the indebtedness is new to this fiscal year, enter "new" in the "Prior Yr." page and line columns. Column F must equal the current SOI, Form A Total Outstanding Debt column.

RECONCILIATION STATEMENT — CHANGES IN INDEBTEDNESS

Name of Redevelopment Agency: City of Ridgecrest Redevelopment Agency
 Name of Project Area: Ridgecrest Redevelopment Project Area

For Indebtedness Entered into as of June 30, 2011

Reconciliation Dates: From July 1, 2010 To June 30, 2011

Debt Identification:				<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
SOI, page and line:				Outstanding Debt All Beginning Indebtedness	Adjustments		Amounts Paid Against Indebtedness, from:		Remaining Balance (A+B-C-D-E)
Prior Yr.	Current Yr.	Brief Description			Increases (Attach Explanation)	Decreases (Attach Explanation)	Tax Increment	Other Funds	
Pg NEW Line	Pg 1 Line I	Santa Ana Case / Inflationary Sierra Sands USD		\$0	\$26,352,586	\$0	\$282,955	\$0	\$26,069,631
Pg NEW Line	Pg 1 Line J	Santa Ana Case / Inflationary Kern Comm College District		\$0	\$3,751,612	\$0	\$40,277	\$0	\$3,711,335
Pg NEW Line	Pg 2 Line A	HSC 33607.7 Payment Kern County Water Agency		\$0	\$481,112	\$0	\$3,611	\$0	\$477,501
Pg NEW Line	Pg 2 Line B	HSC 33607.7 Payment Kern Comm College District		\$0	\$4,059,393	\$0	\$30,467	\$0	\$4,028,926
Pg NEW Line	Pg 2 Line C	HSC 33607.7 Payment Sierra Sands USD		\$0	\$28,192,127	\$0	\$211,592	\$0	\$27,980,535
Pg NEW Line	Pg 2 Line D	HSC 33607.7 Payment Sierra Sands / Child Develop		\$0	\$304,764	\$0	\$2,287	\$0	\$302,477
Pg NEW Line	Pg 2 Line E	HSC 33607.7 Payment East Kern RCD		\$0	\$48,686	\$0	\$365	\$0	\$48,321
Pg NEW Line	Pg 2 Line F	HSC 33607.7 Payment Co. Superintendent of Schools		\$0	\$1,149,159	\$0	\$8,625	\$0	\$1,140,535
Pg NEW Line	Pg 2 Line G	HSC 33607.7 Payment City of Ridgecrest		\$0	\$4,369,343	\$0	\$58,374	\$0	\$4,310,969
Pg 1 Line C	Pg 2 Line H	County Administrative Fee		\$0	\$5,525,678	\$0	\$144,678	\$0	\$5,381,000
Pg 2 Line H	Pg 2 Line I	Capital Lease Agreement 2005 COP		\$12,686,035	\$0	(\$730,502)	\$746,556	\$0	\$11,208,976
TOTAL – THIS PAGE				\$12,686,035	\$74,234,461	(\$730,502)	\$1,529,788	\$0	\$84,660,206

RECONCILIATION STATEMENT — CHANGES IN INDEBTEDNESS

Name of Redevelopment Agency: City of Ridgecrest Redevelopment Agency
 Name of Project Area: Ridgecrest Redevelopment Project Area

For Indebtedness Entered into as of June 30, 2011

Reconciliation Dates: From July 1, 2010 To June 30, 2011

Debt Identification:			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
SOI, page and line:			Outstanding Debt All Beginning Indebtedness	Adjustments		Amounts Paid Against Indebtedness, from:		Remaining Balance (A+B-C-D-E)
Prior Yr.	Current Yr.	Brief Description		Increases (Attach Explanation)	Decreases (Attach Explanation)	Tax Increment	Other Funds	
Pg 2 Line G	Pg 2 Line J	Wastewater Loan Business Park Improvements	\$415,000	\$0	\$0	\$205,000	\$0	\$210,000
Pg NEW Line	Pg 2 Line K	Wastewater Loan Alternative Energy Project	\$0	\$3,142,700	\$0	\$0	\$0	\$3,142,700
Pg 1 Line G	Pg 2 Line L	Bond Arbitrage BLX Group	\$0	\$6,550	\$0	\$2,050	\$0	\$4,500
Pg NEW Line	Pg 3 Line A	US Bank / Bond Trustee Fees	\$0	\$48,988	\$0	\$3,000	\$0	\$45,988
Pg 2 Line A	Pg 3 Line B	Legal Services Lemieux & SYCR	\$0	\$3,171,729	\$0	\$20,332	\$0	\$3,151,397
Pg 1 & 2 Line J,B-D	Pg 3 Line C	Agency Operational Costs	\$0	\$21,600,181	\$0	\$991,747	\$0	\$20,608,434
Pg 2 Line J	Pg OLD Line	May 2011 SERAF Payment	\$533,385	\$521	\$0	\$533,906	\$0	\$0
Pg 2 Line F	Pg 3 Line D	Business Dev Asst Program	\$727,043	\$0	(\$627,043)	\$0	\$0	\$100,000
Pg 2 Line G	Pg 3 Line E	Façade Program	\$0	\$75,000	\$0	\$0	\$0	\$75,000
Pg NEW Line	Pg OLD Line	2010-11 CIP Projects	\$0	\$1,093,465	\$0	\$403,903	\$689,562	\$0
Pg NEW Line	Pg 3 Line F	Land Acquisition Advance	\$0	\$555,709	\$0	\$0	\$0	\$555,709
TOTAL – THIS PAGE			\$1,675,428	\$29,694,843	(\$627,043)	\$2,159,938	\$689,562	\$27,893,728

RECONCILIATION STATEMENT — CHANGES IN INDEBTEDNESS

Name of Redevelopment Agency: **City of Ridgecrest Redevelopment Agency**
 Name of Project Area: **Ridgecrest Redevelopment Project Area**

For Indebtedness Entered into as of June 30, 2011

Reconciliation Dates: From July 1, 2010 To June 30, 2011

Debt Identification:			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
SOI, page and line:			Outstanding Debt All Beginning Indebtedness	Adjustments		Amounts Paid Against Indebtedness, from:		Remaining Balance (A+B-C-D-E)
Prior Yr.	Current Yr.	Brief Description		Increases (Attach Explanation)	Decreases (Attach Explanation)	Tax Increment	Other Funds	
Pg 1 Line A	Pg OLD Line	1999 Tax Allocaton Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Pg NEW Line	Pg 3 Line G	City of Ridgecrest Police Services Reimbursement	\$0	\$351,600	\$0	\$0	\$0	\$351,600
Pg NEW Line	Pg 3 Line H	Pearson Park/Upjohn Parks	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Pg NEW Line	Pg 3 Line I	LJ & KM Sports Park Complexes	\$0	\$3,350,000	\$0	\$0	\$0	\$3,350,000
Pg NEW Line	Pg 3 Line J	R/C Blvd: Mahan-China Lake	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Pg NEW Line	Pg 3 Line K	Alleyway at City Hall	\$0	\$12,860	\$0	\$0	\$0	\$12,860
Pg NEW Line	Pg 3 Line L	College Heights Infrasructure	\$0	\$1,325,000	\$0	\$0	\$0	\$1,325,000
Pg NEW Line	Pg 4 Line A	PMS Study	\$0	\$60,000	\$0	\$0	\$0	\$60,000
Pg NEW Line	Pg 4 Line B	PMS-Desig Micro Paving	\$0	\$300,000	\$0	\$0	\$0	\$300,000
Pg NEW Line	Pg 4 Line C	Old Town Enhancement Program	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Pg NEW Line	Pg 4 Line D	Civic Center Solar Project Engin.	\$0	\$500,000	\$0	\$0	\$0	\$500,000
TOTAL – THIS PAGE			\$0	\$7,149,460	\$0	\$0	\$0	\$7,149,460

Footnotes to Reconciliation Statement

Name of Redevelopment Agency: City of Ridgecrest Redevelopment Agency

Name of Project Area: Ridgecrest Redevelopment Project Area

For Indebtedness Entered into as of June 30, 2011

Reconciliation Dates: From July 1, 2010 To June 30, 2011

<u>Housing Set Aside Deposit</u>	Increases: Projection of future housing set aside over life of redevelopment plan	\$69,912,603
<u>2010 Tax Allocation Bonds</u>	Increases: Correction to projected debt service amounts listed in prior SOI	\$2,369,688
<u>Pass Through Payments: County of Kern</u>	Increases: Projection of future pass through over life of redevelopment plan	\$96,526,182
<u>Restricted Pass Through: County of Kern</u>	Increases: Inclusion of amount held by Agency pursuant to RDA Audited Financials	\$818,247
	Decreases: Credit towards restricted pass through from Jail Maintenance expense in 10/11	(\$168,664)
<u>HSC 33676 / Inflationary: Kern County Water Agency</u>	Increases: Inclusion of prior debt left off prior SOI	\$885,054
<u>Santa Ana Case / Inflationary: Sierra Sands USD</u>	Increases: Inclusion of prior debt left off prior SOI	\$26,352,586
<u>Santa Ana Case / Inflationary: Kern Comm College District</u>	Increases: Inclusion of prior debt left off prior SOI	\$3,751,612
<u>HSC 33607.7 Payment: Kern County Water Agency</u>	Increases: Inclusion of prior debt left off prior SOI	\$481,112
<u>HSC 33607.7 Payment: Kern Comm College District</u>	Increases: Inclusion of prior debt left off prior SOI	\$4,059,393
<u>HSC 33607.7 Payment: Sierra Sands USD</u>	Increases: Inclusion of prior debt left off prior SOI	\$28,192,127
<u>HSC 33607.7 Payment: Sierra Sands / Child Develop</u>	Increases: Inclusion of prior debt left off prior SOI	\$304,764

Footnotes to Reconciliation Statement

Name of Redevelopment Agency: City of Ridgecrest Redevelopment Agency

Name of Project Area: Ridgecrest Redevelopment Project Area

For Indebtedness Entered into as of June 30, 2011

Reconciliation Dates: From July 1, 2010 To June 30, 2011

<u>HSC 33607.7 Payment: East Kern RCD</u>	Increases: Inclusion of prior debt left off prior SOI	\$48,686
<u>HSC 33607.7 Payment: Co. Superintendent of Schools</u>	Increases: Inclusion of prior debt left off prior SOI	\$1,149,159
<u>HSC 33607.7 Payment: City of Ridgecrest</u>	Increases: Inclusion of prior debt left off prior SOI	\$4,369,343
<u>County Administrative Fee</u>	Increases: Inclusion of prior debt left off prior SOI	\$5,525,678
<u>Capital Lease Agreement: 2005 COP</u>	Decreases: Correction to projected debt service listed in prior SOI	(\$730,502)
<u>Wastewater Loan: Alternative Energy Project</u>	Increases: Listing of new debt approved during FY 2010-11	\$3,142,700
<u>Bond Arbitrage: BLX Group</u>	Increases: Correction to projected debt service listed in prior SOI	\$6,550
<u>US Bank / Bond Trustee Fees</u>	Increases: Inclusion of pre-existing obligation left off prior SOI	\$48,988
<u>Legal Services: Lemieux & SYCR</u>	Increases: Projection of annual required legal services costs to RDA	\$3,171,729
<u>Agency Operational Costs</u>	Increases: Projection of salaries, overhead, and project management costs through plan duration	\$21,600,181
<u>May 2011 SERAF Payment</u>	Increases: Adjustment from budget to actual payment	\$521
<u>Business Dev Asst Program</u>	Decreases: Adjustment for projected expenditures from existing debt	(\$627,043)

Footnotes to Reconciliation Statement

Name of Redevelopment Agency: City of Ridgcrest Redevelopment Agency

Name of Project Area: Ridgcrest Redevelopment Project Area

For Indebtedness Entered into as of June 30, 2011

Reconciliation Dates: From July 1, 2010 To June 30, 2011

<u>Façade Program</u>	Increases: Inclusion of planned expenditures from 2011-12 budget	\$75,000
<u>2010-11 CIP Projects</u>	Increases: Reflecting CIP expenditures by RRA during FY 2010-11	\$1,093,465
<u>Land Acquisition Advance</u>	Increases: Reflect cost of loan obtained from WW Fund for land acquisition	\$555,709
<u>City of Ridgcrest: Police Services Reimbursement</u>	Increases: Inclusion of planned expenditures from 2011-12 budget	\$351,600
<u>Pearson Park/Upjohn Parks</u>	Increases: Inclusion of new project approved by Agency in March 2011.	\$200,000
<u>LJ & KM Sports Park Complexes</u>	Increases: Inclusion of new project approved by Agency in March 2011.	\$3,350,000
<u>R/C Blvd: Mahan-China Lake</u>	Increases: Inclusion of new project approved by Agency in March 2011.	\$1,000,000
<u>Alleyway at City Hall</u>	Increases: Inclusion of new project approved by Agency in May 2011.	\$12,860
<u>College Heights Infrasructure</u>	Increases: Inclusion of new project approved by Agency in March 2011.	\$1,325,000
<u>PMS Study</u>	Increases: Inclusion of new project approved by Agency in March 2011.	\$60,000
<u>PMS-Desig Micro Paving</u>	Increases: Inclusion of new project approved by Agency in March 2011.	\$300,000
<u>Old Town Enhancement Program</u>	Increases: Inclusion of new project approved by Agency in March 2011.	\$50,000

Footnotes to Reconciliation Statement

Name of Redevelopment Agency: City of Ridgecrest Redevelopment Agency

Name of Project Area: Ridgecrest Redevelopment Project Area

For Indebtedness Entered into as of June 30, 2011

Reconciliation Dates: From July 1, 2010 To June 30, 2011

Civic Center Solar Project Engin.

Increases:

Inclusion of new project approved by Agency in March 2011. \$500,000

CALCULATION OF AVAILABLE REVENUES

Name of Redevelopment Agency: City of Ridgecrest Redevelopment Agency
Name of Project Area: Ridgecrest Redevelopment Project Area

TAX YEAR Fiscal Year Beginning July 1, 2011

RECONCILIATION DATES: JULY 1, 2010 TO JUNE 30, 2011

1. Beginning Balance, Available Revenues (Per 2010-11 Statement of Indebtness)	<u>\$4,204,388</u>
2. Tax Increment Received – Gross: All Tax Increment Revenues, to include any Tax Increment passed through to other local taxing agencies.	<u>10,009,960</u>
3. All other Available Revenues Received	<u>\$208,623</u>
4. Revenues from any other source, included in Column E of the Reconciliation Statement, but not included in (1-3) above	<u>\$689,562</u>
5. Sum of Lines 1 through 4	<u>\$15,112,533</u>
6. Total amounts paid against indebtedness in previous year. (D + E on Reconciliation Statement)	<u>\$11,142,072</u>
7. Available Revenues, End of Year (5 - 6)	<u>\$3,970,461</u>

**FORWARD THIS AMOUNT TO STATEMENT OF
INDEBTEDNESS, COVER PAGE, LINE 4**

NOTES

Tax Increment Revenues:

The only amount(s) to be excluded as Tax Increment Revenues are any amounts passed through to other local taxing agencies pursuant to Health and Safety Code Section 33676. Tax Increment Revenue set-aside in the Low and Moderate Income Housing Fund will be washed in the above calculation, and therefor omitted from Available Revenues at year end.

Item 4. above:

This represents any payments from any source other than Tax increment OR available revenues. For instance, an agency funds a project with a bond issue. The previous SOI included a Disposition Development Agreement (DDA) which was fully satisfied with these bond proceeds. The DDA would be shown on the Reconciliation Statement as fully repaid under the "other" column (Col E), but with funds that were neither Tax Increment, nor "Available Revenues" as defined. The amounts used to satisfy this DDA would be included on line 4 above in order to accurately determine ending "Available Revenues."

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Request for authorization to enter into Program Supplement Agreement No.026 to the Administering Agency-State (State California Department Of Transportation) Agreement NO 09-5385 for a street rehabilitation project N. Downs Street from West Ward Avenue to West Inyokern Road and to authorize the City Manager to sign the agreement.

PRESENTED BY:

Dennis Speer, Director Public Works

SUMMARY:

The City of Ridgecrest is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation, and the Program Supplemental Agreement needs to be executed with the California Department of Transportation before such funds can be claimed.

The Program Supplement Agreement is for the construction of a pavement rehabilitation project on N. Downs Street from West Ward Avenue to West Inyokern Road. The total estimated cost of this Construction work is \$592,288.00. The funding source for this project is the Regional Surface Transportation Program.

The local match of \$119,027.00 and will be funded out of the TAB Funds.

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

FISCAL IMPACT:

\$119,027.00 of Tax Allocation Bond funds

Reviewed by Finance Director

ACTION REQUESTED:

Request for authorization to enter into Program Supplement Agreement No. 026 and to authorize the City Manager to sign the agreement(s).

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve a resolution authorizing City of Ridgecrest to enter into a Program Supplement Agreement No. 026 and authorizing the City Manager to sign the agreement(s)

Submitted by: Dennis Speer

Action Date: December 21, 2011

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RESOLUTION NO. 11-

REQUEST FOR AUTHORIZATION TO ENTER INTO A PROGRAM SUPPLEMENT AGREEMENT NO. 026 TO THE ADMINISTERING AGENCY-STATE (STATE CALIFORNIA DEPARTMENT OF TRANSPORTATION) AGREEMENT NO 09-5385 FOR PAVEMENT REHABILITATION PROJECT AT N. DOWNS STREET FROM WEST WARD AVENUE TO WEST INYOKERN ROAD AND TO AUTHORIZE THE CITY MANAGER, KURT WILSON TO SIGN THE AGREEMENT

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

WHEREAS, a Program Supplemental Agreement needs to be executed with the California Department of Transportation before such funds can be claimed, and

WHEREAS, this is a pavement rehabilitation project at N. Downs Street from West Ward Avenue to West Inyokern Road; and

WHEREAS, the total estimated cost of this construction work is \$592,288.00 and the funding source being the Regional Surface Transportation Program, and

WHEREAS, matching funds in the amount of \$119,027.00 is coming from TAB funding source, and

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

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

NOW THEREFORE, be it resolved, the City Council of the City of Ridgecrest authorizes the City Manager Kurt Wilson, to execute the Program Supplemental Agreement with the California Department of Transportation.

APPROVED AND ADOPTED this 21st day of December 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald H. Carter, Mayor

ATTEST _____
Rachel J. Ford, CMC, City Clerk

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

A resolution to approve a Professional Services Agreement with Willdan Engineering for Preliminary Phase 1 Program Design Engineering Services for the design of the City Yard and Transit facilities and authorize the City Manager to execute this agreement.

PRESENTED BY:

Dennis Speer, Director Public Work

SUMMARY:

The “design and construction of a corporate city yards facility” is identified in the official statement for the use of TAB funds. The City of Ridgecrest now requires preliminary design engineering services for the facilities. Willdan Engineering has submitted a proposal in the amount of \$44,640.00 for Preliminary Phase 1 Program Design Engineering Services for the City Yard and Transit Bus Garage Facilities. The proposed fee for Preliminary Phase 1 Program Design Engineering Services is \$44,640.00 and would be paid for out of the TAB funds.

The City solicited Requests for Qualifications, (RFQ’s) and proposals in August 2010 in preparation for the City Yard/Transit facilities with a solar alternative. Ten firms responded to the request. A selection committee reviewed the RFQ’s and interviewed the top four ranked firms and selected Willdan Engineering as the top ranked firm. A Request for Proposal was solicited from Willdan Engineering for this project and Willdan Engineering was able to propose a scope of work and related fee.

Staff recommends that the City Council approve the subject professional services agreement and authorize the City Manager to execute the agreement with Willdan Engineering.

FISCAL IMPACT:

The initial fiscal impact for the Preliminary Phase 1 Program Design Engineering Services will be \$44,640.00 to be funded by TAB funds.

Reviewed by Finance Director:

ACTION REQUESTED:

Adopt the resolution that approves the Professional Services Agreement for Preliminary Phase 1 Program Design Engineering Services for the City Yard and Transit Bus Garage Facilities with the consulting firm Willdan Engineering, and authorizes the City Manager to execute this agreement.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve a resolution authorizing a professional services agreement for preliminary Phase 1 Program Design Engineering Services for the City Corp Yard and Transit Bus Garage Facilities with the consulting firm of Willdan Engineering, and authorizing the City Manager to execute the agreement.

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RESOLUTION NO. 11-

A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING TO PROVIDE PRELIMINARY ENGINEERING SERVICES FOR THE DESIGN OF THE CITY YARD & TRANSIT FACILITIES WITH A SOLAR ALTERNATIVE PROJECT FOR THE CITY OF RIDGECREST AND AUTHORIZE THE CITY MANAGER, KURT WILSON TO EXECUTE THIS AGREEMENT.

WHEREAS, the official statement for TAB projects identifies the “design and construction for city corporate yards facility” as a project; and

WHEREAS, as a result, the City of Ridgecrest requires the services of an engineering firm to provide preliminary engineering services for the project; and

WHEREAS, the proposed Phase 1 Preliminary Engineering Design services are required for determining the needs and functions for each city department to determine the space requirements for the building size relative to available budgeted amounts; and

WHEREAS, the Phase 1 Preliminary Engineering Design services costs will be funded by TAB funds; and

WHEREAS, the City solicited Requests for Qualifications, (RFQ's) in August 2010 from qualified consulting firms to perform multi disciplinary design engineering services including the city yard/transit facility's project; and

WHEREAS, ten firms submitted qualifications and all were received, reviewed and graded; and

WHEREAS, the selection committee reviewed and analyzed the top four RFQ's; and

WHEREAS, the selection committee interviewed the top four ranked firms; and

WHEREAS, the selection committee selected Willdan Engineering as the top consultant to be best qualified to provide city yard/transit facility engineering services;

NOW, THEREFORE, BE IT RESOLVED that the City of Ridgecrest hereby approves the Professional Services Agreement with the consulting firm Willdan Engineering for the Phase 1 Preliminary Engineering Design services for the City Yard and Transit Facilities and authorizes the City Manager, Kurt Wilson to execute this agreement.

Resolution 11-xx

Page 2 of 2

APPROVED AND ADOPTED this 21th day of December 2011 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald H. Carter, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

CONSULTANT AGREEMENT

As of _____, 20____, the **City of Ridgecrest**, hereinafter "City," and **Willdan Engineering** hereinafter "Consultant," agree as follows:

1. Purpose.

WHEREAS, CITY desires assistance for the preparation and provision of environmental studies, permits, plans, specifications and engineering for the "**Phase I, Programming for Design of the City Yard/Transit Facility with Solar Alternative Project**" wherein the CITY will retain and employ the services of CONSULTANT to provide those services; and

WHEREAS, CONSULTANT is uniquely trained, experienced, competent, and qualified to perform such professional services required by this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

2. Services.

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

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

(c) CONSULTANT must be expressly authorized to perform any of the required services under this AGREEMENT by the Public Works Director of the CITY or a designated representative, who shall administer this AGREEMENT. CONSULTANT shall report progress of work on a monthly basis, or as determined by the Public Works Director or a designated representative.

3. Consideration.

(a) Subject only to duly executed change orders, it is expressly understood and agreed that the fee shall be based upon a time and materials and in no event will the total compensation to be paid CONSULTANT under this Agreement exceed the sum of **Forty-four Thousand Six hundred and Forty Dollars** (\$44,640.00).

(b) The Consultant shall complete and submit an invoice showing date of work, description of work performed, amount of invoice and supporting documentation. The City shall pay the Consultant within thirty (30) days of invoice being submitted. The invoice shall be made in writing and delivered to the CITY as follows:

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

4. Term.

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

5. Ownership of Data, Reports, and Documents.

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

6. Subcontracts.

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

7. Independent Contractor.

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

8. Indemnification.

Consultant shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and

defend does not extend to the damages or liability caused by the agency's sole negligence, active negligence, or willful misconduct.

9. Insurance.

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

(b) The Consultant shall provide the following coverages:

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

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

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

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

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

(1) Commercial general liability and automobile liability:

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

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

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

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

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

Consultant shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the City.

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

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

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

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

10. Miscellaneous.

(a) Copies of documents such as tracings, plans, specifications, and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City. These documents are instruments of service for this project only and are not intended or authorized for other use by City or third parties. Said documents shall be delivered in hard copy and digital and CAD file formats in which they were created.

Basic survey notes, sketches, charts, and computations shall be made

available upon request to the owner without restrictions or limitations to their use. If the above-mentioned documents are reused by the City, revisions will be indicated and the Consultant will be released and held harmless of liabilities by City.

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

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

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

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

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

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

Thomas A. Broz, PE, SE, F.ASCE
Senior Vice President
Willdan Engineering
2401 E. Katella Ave. Suite 204
Anaheim, CA 92806

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

11. Integration.

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

12. Governing Law.

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

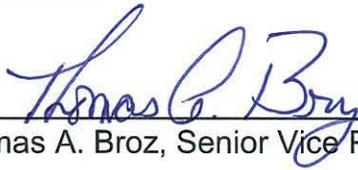
IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be

executed the date first above written.

APPROVED:
City of Ridgecrest

By: _____
Kurt Wilson, City Manager

APPROVED:
Contractor

By:  _____
Thomas A. Broz, Senior Vice President

APPROVED AS TO FORM
City Attorney

Attorney

EXHIBIT A

SCOPE OF WORK

See Attached Proposal Dated 12/12/11

December 12, 2011

Mr. Loren Culp, P.E.
City Engineer
City of Ridgecrest
Public Works Department
100 West California Avenue
Ridgecrest, California 93555

Subject: *Proposal for Phase 1 of AECM Services for the Design and Construction of a Renovated and Expanded City Corporate Yard*

Dear Mr. Culp:

The Willdan team is pleased to be able to present to the City this proposal to assist the City in the design and construction of the renovation and expansion of the City's Corporate Yard. It has been a pleasure to meet with you and fellow members of the City's staff over the last few weeks to discuss the City's needs and wants for the renovated Corporate Yard tempered by the realities of the City's available funding sources for this facility. As we have discussed, we are proposing to carry out this project in a phased approach where in we will submit beforehand a not-to-exceed fee for each phase. Upon authorization from the City we will complete that phase keeping the City informed weekly of our progress in that phase. The City will be integrated into our efforts to the level that they desire. We expect that this level of integration will be high in the first few phases during which the project concepts will be developed and permitted and will tend to diminish while the minute construction details are being developed and then pick up for the final review and approval of the construction documents and their ultimate bidding by the City. During the actual construction of the project, even though we will be acting on the City's behalf in managing the construction, we anticipate the City to actively participate in weekly construction progress meetings. Based on this concept, provided are discussions on 1.) the Willdan team's technical understanding of what the City envisions for the renovated Corporate Yard, 2.) a specific description of the Phase 1 scope of work and summary descriptions of the subsequent phases the Willdan team proposes to undertake, 3.) a description of who will perform the work, and 4.) the Willdan team's proposed not-to-exceed fee for the Phase 1 of the project.

PROJECT BACKGROUND AND UNDERSTANDING

The City of Ridgecrest's Corporate Yard sits on an approximately 14 acre parcel adjacent to Ridgecrest Boulevard and just a little over 1 mile due West of China Lake Boulevard. The current

Corporate Yard facilities occupy less than half of this 14 acre parcel. Adjacent to the West of this 14 acre parcel are an additional 40 or so acres owned by the City.

The current Corporate Yard main facilities consist of:

- A pre-fabricated metal building which is an original building with two additions to it. This building is used as a **vehicle maintenance building** for the Public Works Department. Both automobiles and construction equipment are maintained in this building. The building also has a vehicle wash bay which appears to be seldom used.
- A pre-fabricated **fueling facility** consisting of a skid mounted steel tank divided into two sections, one holding regular gasoline and the other diesel fuel, with separate pumps for each tank half. The skid forms a containment dike for spills but can not contain the entire contents of either tank half.
- General **vehicle parking and storage** scattered over the site. Vehicle stored belong to various departments including public works, transit, and police department.
- **Materials storage** stock piles.
- **“Desert Mix” mixing area.**
- A modular building used for **Police Department stolen bicycle storage.**

Currently the Corporate Yard use is dominated by the Public Works Department. Going forward, however, the City desires to renovate and expand the facility so that it serves equally the Public Works, Transit, and Parks Departments with the Police Department also expanding its use of the facility. Specifically, the renovated and expanded Corporate Yard is to include the following facilities:

- A new pre-fabricated metal building which will serve as the **vehicle maintenance building** for the Public Works, Transit, Parks, and Police Departments. The vehicle maintenance area of this building will include a bulk lube oil system, permanent in-ground vehicle lifts, a vehicle inspection pit, and vehicle bulk parts storage. The non vehicle maintenance area of the building will include office space for the Transit Department Administrative and Dispatch staff and for the Parks Department Administrative staff. In addition to traditional office space this facility will also include space for a locker room, lunch room, and restroom to serve all departments' staff on site. One final area that may be included in this building is a **sign shop.**
- The existing pre-fabricated **fueling facility** will be maintained but possibly relocated on the site and adjustments maybe made to its containment system if current code mandates.



- **General vehicle parking and storage** will be maintained and shifted on the site to a newly paved and stripped area with some of the parking stalls being covered. The parking stall canopies possibly may support solar photovoltaic panels.
- **Materials storage stock piles** will be maintained but most probably will be re-organized into segregated and covered bins.
- **“Desert Mix” mixing area** will be maintained in its existing location but may be modified to conform with current State of California SWPPP requirements.
- A new **Police Department stolen bicycle storage area** will be built. The Police Department also has the need for a **forensic vehicle exam bay** in addition to the City having a need for **general warehousing**. The City has also indicated its desire to preserve the existing pre-fabricated metal building currently on site. The thought is that this building can possibly be converted to house these just mentioned functions.
- The City’s waste management vendor provides for domestic waste recycling but the resident’s use of this system is not up to the vendor’s capacity. The City desires to provide an alternate **domestic waste recycling collection facility** at the renovated and expanded Corporate Yard.
- This facility will need to be functional at all times and as such the City desires the renovated facility to have a **standby diesel generator** incorporated into its design.
- With the renovation and expansion of the Corporate Yard, its proximity to a residential neighborhood may be of concern to local residents. As such the City desires to incorporate into the design perimeter screening measures. **Perimeter CMU walls** potentially will be constructed.

The City intends to fund the renovation and expansion of the Corporate Yard through at least two sources, Tax Allocation Bonds (TAB) and Kern Council of Governments Transit Funds. The City has already applied for a \$828,436.57 grant from the Kern Council of Governments Transit Funds. This grant will be used to reduce the amount that the City will have to rely on from TAB funds. The City, in previous discussions, has been looking at a budget of \$3,000,000 for the renovation and expansion of the Corporate Yard. Whether the City would add the grant funds to this \$3,000,000 figure to provide a total budget of \$3,828,436.57 or would use them to reduce the amount of TAB funds required while maintaining a total budget of \$3,000,000 is yet to be determined. The initial efforts of the Willdan team will include assessing the compatibility of whatever funding level is determined to be available by the City with the City’s needs and wants for the renovated and expanded Corporate Yard.



PROJECT APPROACH

As the Design and Construction Management Consultant for the City of Ridgecrest for the Corporate Yard renovation and expansion, the Willdan team will act as an extension of the City's staff. The City's staff has the intimate knowledge of how they desire to have the Corporate Yard renovation and expansion laid out and what functions, in addition to the current functions it provides they want integrated into renovated and expanded facility. The City's staff also has the knowledge of what type of construction that provides the City the best long-term maintenance value. The Willdan team views itself as the "conduit" to taking this intimate knowledge of the City's staff and turning it into specific input for the design and construction of the Corporate Yard renovation and expansion. In addition to ensuring that the City is delivered the Corporate Yard renovation and expansion that meets the technical needs of the City, the Willdan team is keenly aware that these renovated and expanded facilities must be delivered within budget, on schedule, and with the quality that the City expects.

The Willdan team knows that they will be assisting the City in taking this project from "cradle to grave". In bringing this project to fruition, the Willdan team also knows that a total team effort will be required in order to ensure a successful project.

As previously discussed, the project will be completed in a phased approach which will include seven phases. From the Willdan team's experience with other facility projects with other cities, we have learned that it requires a strong effort on our team's part to achieve agreement amongst multiple City departments that may have a vested interest in a given facility. In order to achieve that agreement and to minimize any redesign that would occur from any department not agreeing with the path down which a facility's design is proceeding, we have found that using numerous phases with approvals required at their end before proceeding to the next phase helps to achieve agreement amongst all City departments involved. Also the use of multiple phases allows for the City to have stringent control over the Willdan team's efforts and fees. In essence this phased approach provides a two way check and balance between the City and the Willdan team.

INITIAL PROJECT PHASE

Phase 1A - Programming

The first phase of the project involves confirming the City's expectations for the Corporate Yard renovation and expansion in terms of its functions and size. The starting point for this phase will be to review and verify any previous program efforts that may have taken place specifically during the efforts performed by Helt Engineering, Inc. in 2001. Independent of whatever data maybe available from this previous work, the Willdan team will obtain data on functions and space requirements from City staff through the use of questionnaires and face-to-face interviews of staff. This data will then be consolidated and analyzed such that initial space requirements and adjacencies can be developed to support preparation of "block diagrams". The "block diagrams" will then be used to develop overall building and site size requirements which will then be compared to the existing site and facilities. Once these initial "block diagrams" and comparisons have been made the results will be presented to the City staff for their review and comment. Based on the feedback from the City staff



any required adjustments to “block diagrams” will be made and a final programming report will be drafted which will provide basic recommendations for the Corporate Yard renovation and expansion and include a gross order of magnitude construction cost estimate. This report will then be submitted to the City for approval at the appropriate level. It is anticipated that the Willdan team will meet with the City staff at least three times during this phase.

Phase 1B – Preliminary Permitting / Planning

In parallel with the programming efforts during this Phase 1, the Willdan team will conduct a review of air and water quality regulations to determine what specifically may be applicable to this site. The Willdan team will also review the Corporate Yard renovation and expansion in light of CEQA requirements. The result of these reviews will be submitted in a report which will contain recommendations as to which air and water quality regulations will need to be complied with in the design and construction of Corporate Yard renovation and expansion and what steps will be need to comply with CEQA in permitting the Corporate Yard renovation and expansion.

FUTURE PROJECT PHASES

Phase 2 – Conceptual Design Development

With approval of the programming report by the City, the Willdan team will move into development of the conceptual design. Conceptual floor plans for the various facilities that will be included in the Corporate Yard renovation and expansion will be developed. Multiple floor plans will be developed if warranted. With the various facility floor plans initially developed, site layouts will be investigated in order to optimize the use of the site. These site layouts will take into account City desires, access requirements, functionality, impacts on surrounding residential neighborhoods, and regulatory requirements. As part of this phase site topographic and boundary data and onsite and offsite utilities will be verified. Sketches will be initially prepared for the floor and site layouts and once approval is reached with the City staff, formal floor plan and site plan drawings along with an updated order of magnitude construction cost estimate will be developed as the final deliverable of this phase.

Phase 3A - Schematic Design

With authorization from the City to proceed with design, the Willdan team will follow a systematic approach to completing the Corporate Yard renovation and expansion design to ensure that it meets the City’s technical and economic criteria. The next step in the “cradle-to-grave” process is the schematic design phase. This phase is one of the most important because it is during this phase that the technical requirements for and the cost to construct these new facilities will be confirmed. During the Schematic Design Phase, the space planning process will be confirmed, the initial architectural look of the facility will be established, the structural, mechanical, electrical, and plumbing systems for each facility will be determined, development of technical specifications will be started, and a conceptual construction cost estimate for the Corporate Yard renovation and expansion will be prepared.



Phase 3B – Planning Approval

In parallel with the development of the Schematic Design City planning approval in compliance with the California Environmental Quality Act (CEQA) requirements will be required for the Corporate Yard renovation and expansion. During Phase 1B the beginnings of an Initial Study will be conducted to determine whether the Corporate Yard renovation and expansion will require preparation of a Negative Declaration, a Mitigated Negative Declaration, or an Environmental Impact Report to comply with CEQA. Whichever document is determined to be required, the Willdan team will prepare it on behalf of the City. The Willdan team will also assist the City staff in obtaining the formal approval of the required document by the City Planning Commission and, if necessary, the City Council.

Phase 4 - Design Development

The objectives of Phase 4, the Design Development Phase, will be to define and describe important aspects of the project so that all that remains is the formal documentation step of construction contract documents. The products of the Design Development Phase are drawings and specifications that fix and describe the size and character of the Corporate Yard renovation and expansion, as well as preliminary details to address all aspects of the work to be performed by the construction contractor. This submittal will also present the scope, size, character, intricacies and complexities of each of the Corporate Yard renovation and expansion facilities with respect to architectural, mechanical, electrical, plumbing, and structural systems and components. When these design development drawings, renderings, and material boards are completed, they will be submitted to the City for review. Based on the design development drawings, the Willdan team will update the conceptual construction cost estimate for the Corporate Yard renovation and expansion.

DESIGN/BID/BUILD VS DESIGN/BUILD

At the completion of Phase 4, Design Development, the City can choose several paths to proceed down to complete the project. Traditional Public Works design and construction, up until recently, under California General Law has been delivered through the design/bid/build project delivery method. Recent changes in the General Law now allow General Law cities to use the design/build project delivery method. There are many thoughts as to when design/build method should be used and when it should not be used. The one main advantage of design build is that typically it will save time and as a result saves money but not in actual construction hard costs but rather in project soft costs. The disadvantage to the design/build method is that the City will lose some of its design control have to accept the final design as provided. The Willdan team will work with the City to determine which project delivery method is ultimately best for the City. Regardless of which of these two project delivery methods is used, the remaining phases basically remain the same except for their order.

Phase 5 - Construction Documents

Once the design has been developed and approved by the City, the Willdan team will prepare the drawings and specifications that set forth the requirements for the construction of the Corporate Yard renovation and expansion. Specifically, the Willdan team will prepare working drawings and



specifications detailing the requirements for the construction of the Corporate Yard renovation and expansion. Additionally, based on the Construction Documents, the Willdan team will prepare a detailed estimate for the Corporate Yard renovation and expansion based on specific quantity “take-offs” from the discipline construction documents. Note, should the Design/Build project delivery method be used, than the Willdan team would act as a Project Manager over the Design/Build team during preparation of the construction documents.

Phase 6A - Plan Check Approval

The completed construction documents will be submitted to the City of Ridgecrest for formal plan check. The Willdan team will respond to and resolve all plan check comments.

Phase 6B – General Contractor Selection

The Willdan team will prepare the necessary bid documents, including bidding forms, the conditions of the contracts, and the form of agreement between the City and the general contractor. The Willdan team will support the City during the selection of a general contractor. The Willdan team recognizes that the City must legally conduct the contractor selection process, but the Willdan team will provide support by attending the pre-bid meeting and offering oversight to the contractors bidding the project. The Willdan team will attend the bid openings and subsequent to the bid openings, review the bids to confirm that each is in total conformance with the Request for Bid requirements. Note, should the design/build project delivery method be chosen, Phase 6B would precede Phase 5.

Phase 7 - Construction Management

In providing Construction Management Services for the Corporate Yard renovation and expansion for the City of Ridgecrest, the Willdan team will act on the City’s behalf to ensure that the facility is:

- ✓ Constructed in conformance with the construction documents and all applicable codes and regulations
- ✓ Completed within the contractual time requirements
- ✓ Completed within budget

In addition to ensuring that these three prime goals are achieved, the Willdan team will have the additional goal of creating and maintaining a complete “documentation trail” for activities that occur during the construction of the project.

Construction Management Services can be summarized in four words: coordination, review, tracking, and reporting. The Willdan team will coordinate the efforts of the General Contractor in constructing the project and the efforts of the City in accepting the construction and paying for it. The Willdan team will review all the work as it is constructed and all supporting documentation which establishes the progress of construction including all submittals and reviews and resolutions of all technical data and issues. The Willdan team will report to the City on the progress of construction and all technical and economic parameters of the project. Note, regardless of which project delivery method is used,



Design/Bid/Build or Design/Build, the Willdan team would provide construction management services.

PROJECT TEAM

The Willdan team will initially consist of staff from Willdan Engineering and Williams Architects. These staff will perform all the work in Phases 1A, 1B, and 2. When Phase 3 – Schematic Design starts potentially four other firms will be added to the team. These consultants will include a structural engineering consultant, a mechanical / electrical / plumbing engineering consultant, a vehicle maintenance equipment consultant, and a cost estimating and project scheduling consultant. Before any additional consultant is added to the Willdan team, Willdan will seek formal approval from the City.

PROJECT SCHEDULE

The Willdan team believes the durations shown below will be required for each phase of the project. Please note that within in these durations there is flexibility to accommodate up to two weeks for obtaining approval to move on to the next phase without impacting the total project duration.

Phase 1 – Programming / Preliminary Permitting & Planning	2 Months
Phase 2 – Conceptual Design Development	1 Month
Phase 3 – Schematic Design / Planning Approval	2 Months
Phase 4 – Design Development	1.5 Months
Phase 5 – Construction Documents	2.5 Months
Phase 6 – Plan Check	1 Month
<u>Phase 7 – General Contractor Bidding</u>	<u>2 Months</u>
Start of Construction	12 Months
<u>Phase 8 – Construction</u>	<u>12 Months</u>
Total Project Duration	24 Months

PROJECT FEE

As earlier described, the Willdan team proposes to perform the required design and construction management services on a time and materials, not-to-exceed basis for each Project Phase. The Willdan team estimates that 292 man hours will be required to complete Phase 1, 228 for Williams Architects' staff and 64 for Willdan Engineering's staff. Based on these estimated man hours and the rates contained in the attached Willdan Engineering's and Williams Architects' Schedule of Hourly Rates, we estimate our Not-To-Exceed Fee for Phase 1 to be \$44,640. The following table provides a detailed breakdown of tasks, man hours, and billing rates used to come up with the Willdan team's estimated Not-To-Exceed Phase 1 Fee.



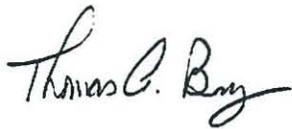
	Williams Architects Principal Architect	Williams Architects Project Architect	Williams Architects Project Manager	Willdan Project Director	Totals	
	\$145	\$130	\$95	\$180	Hours	Fees
Phase 1 - Programming						
1. Preparation/Research/Questions	12	8	4	0	24	\$3,160
2. Department Interviews/Site Documentation	16	16	4	16	52	\$7,660
3. Consolidate/Analyze Data/Assign Sizes/Program Site Analysis	8	12	4	0	24	\$3,100
4. Prepare Bubble Diagram/Adjacencies/etc.	8	12	4	0	24	\$3,100
5. Compare Program to Site/Estimate Costs/Block Diagram/Draft Report	16	16	12	0	44	\$5,540
6. Meet with Department Heads to set priorities/Refine program	8	8	4	8	28	\$4,020
7. Revise program and draft report/ Block Diagram/Site Fit/etc.	12	12	12	8	44	\$5,880
8. CEQA Review – Willdan Staff @ \$150	0	0	0	16	16	\$2,400
9. Water Quality Reg's Review – Willdan Staff @ \$135	0	0	0	8	8	\$1,080
9. Meet with Department Heads to approve final report.	8	8	4	8	28	\$4,020
10. Present to City Council	0	0	0	0	0	\$0
Subtotal Hours	88	92	48	64	292	
Subtotal Fee	\$12,760	\$11,960	\$4,560	\$10,680		\$39,960
Reimbursable Expenses Plotting, Printing, Copying, Travel, Etc.						\$1,750
Subconsultant Markup						\$2,930
Phase 1 Programming Total						\$44,640



Mr. Loren Culp, P.E.
City of Ridgecrest
December 12, 2011
Page 10

Willdan looks forward to the opportunity to assist the City of Ridgecrest on this very important project. Should you have any questions regarding our proposal, please do not hesitate to contact me at (714) 978-8251.

Sincerely,
Willdan Engineering

A handwritten signature in black ink that reads "Thomas A. Broz". The signature is written in a cursive style with a large, looping initial 'T'.

Thomas A. Broz, P.E., S.E., F.ASCE
Senior Vice President
Director, Program and Construction Management Services



WILLDAN ENGINEERING
Schedule of Hourly Rates
 Effective July 1, 2011 to June 30, 2012

ENGINEERING		LANDSCAPE ARCHITECTURE	
Principal Engineer.....	\$200.00	Principal Project Manager	180.00
Director	180.00	Principal Landscape Architect	150.00
Deputy Director	180.00	Senior Landscape Architect	125.00
Principal Project Manager	180.00	Associate Landscape Architect	115.00
City Engineer	180.00	Assistant Landscape Architect	100.00
Project Manager	180.00		
Program Manager.....	180.00	BUILDING AND SAFETY	
Supervising Engineer	160.00	Director.....	180.00
Senior Engineer.....	145.00	Deputy Director	180.00
Senior Design Manager.....	145.00	Principal Project Manager	180.00
Design Manager	135.00	Supervising Plan Check Engineer.....	150.00
Associate Engineer.....	135.00	Building Official.....	150.00
Senior Designer.....	130.00	Plan Check Engineer.....	140.00
Senior Design Engineer II.....	130.00	Deputy Building Official	140.00
Senior Design Engineer I	125.00	Inspector of Record.....	140.00
Designer II	120.00	Senior Plans Examiner.....	125.00
Designer I.....	115.00	Supervising Building Inspector	125.00
Design Engineer II	120.00	Plans Examiner	115.00
Design Engineer I.....	115.00	Senior Building Inspector	115.00
Senior Drafter.....	110.00	Supervisor Code Enforcement	115.00
Drafter II	100.00	Building Inspector	**105.00/110.00
Drafter I.....	95.00	Supervising Construction Permit Specialist.....	105.00
Technical Aide	85.00	Senior Construction Permit Specialist	100.00
		Senior Code Enforcement Officer	95.00
		Assistant Building Inspector.....	**95.00/110.00
		Code Enforcement Officer.....	80.00
		Construction Permit Specialist.....	80.00
		Assistant Construction Permit Specialist	85.00
		Plans Examiner Aide	75.00
		Assistant Code Enforcement Officer	70.00
CONSTRUCTION MANAGEMENT			
Director	180.00	PLANNING	
Deputy Director	180.00	Director.....	180.00
Project Manager	180.00	Deputy Director	180.00
Senior Construction Manager	155.00	Principal Planner.....	150.00
Construction Manager.....	145.00	Principal Community Development Planner	150.00
Assistant Construction Manager	120.00	Senior Planner.....	130.00
Utility Coordinator.....	125.00	Senior Community Development Planner	130.00
Labor Compliance Manager.....	120.00	Associate Planner.....	115.00
Labor Compliance Specialist	95.00	Associate Community Development Planner	115.00
		Assistant Community Development Planner	105.00
		Assistant Planner	105.00
		Planning Technician	85.00
		Community Development Technician	85.00
INSPECTION SERVICES			
Supervising Public Works Observer	120.00	ADMINISTRATIVE	
Senior Public Works Observer.....	110.00	Computer Data Entry	65.00
Public Works Observer	**100.00/110.00	Clerical.....	65.00
Assistant Public Works Observer	**100.00/110.00	Word Processing.....	65.00
		Personal Computer Time	30.00
SURVEYING			
Principal Project Manager	180.00		
Supervisor - Survey & Mapping	155.00		
Senior Survey Analyst	130.00		
Certified Party Chief	130.00		
Senior Calculator	120.00		
Calculator II	110.00		
Calculator I.....	100.00		
Survey Analyst II	115.00		
Survey Analyst I	100.00		
Survey Party Chief.....	115.00		
Field Party (One).....	180.00		
Field Party (Two).....	235.00		
Field Party (Three).....	295.00		

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.
 ** Prevailing Wage Project, Use \$110.00

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2011 thru June 30, 2012, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento area, but not more than five percent per year.





2011 RATE SCHEDULE

STANDARD HOURLY RATE SCHEDULE BY PROFESSIONAL CATEGORY
(Not all categories need apply to this contract)

WAI STAFF:

Principal/Architect	\$145.00
Project Architect	\$130.00
Project Manager	\$95.00
Architectural Designer	\$95.00
Project Coordinator/CADD	\$90.00
Interior Designer	\$90.00
Project Administrator	\$85.00
Secretarial/Clerical Support	\$60.00

Sub-consultants may be retained for the following services:

Structural Engineer	Cost + 20%
M/P/E Engineering Services	Cost + 20%
Landscape Architect	Cost + 20%
Civil Engineer	Cost + 20%
Other Specialized Services	Cost + 20%

These are current rates for all work done on a time-and-material fee basis and a normal time schedule. Accelerated time schedules requiring overtime or expedited work will be charged at one and one-half (1½) times the standard rates. Materials and subconsultant services retained by Williams Architects, Inc. will be billed at cost plus twenty percent (20%). Rates are subject to adjustment without notice (normally on January 1st and July 1st of each year).

Reimbursable expenses normally include plotting, reproduction costs, and shipping. These will be billed at cost plus twenty percent.

Terms: Net 30 days. A late charge will be computed at the rate of 1-1/2% per month for amounts due past 30 days from the date of invoice.

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

A Resolution To Amend the Contract Fee Amount With The Engineering Firm Quad Knopf For Additional Services Performed Outside Of The Original Scope Of Work And To Complete Design Services For The City of Ridgecrest On the Downs Street and Sunland Street Projects.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest requires an adjustment in the contract fee amount for additional services performed outside of the original scope of work and for continuation of design services from Quad Knopf to finish the required plans, specifications and bidding documents for the Downs Avenue and Sunland Street Projects. The amendment to the contract is necessary for the completion of the plans, specifications and bidding documents due to necessary changes in street rehabilitation methods and the required revisions in the scope of the project due to the courts stay order on the obligation of TAB funds.

Funds for this expenditure will be taken from TAB funds and added to 018-4760-430-2106 projects ST1104, ST1105 and ST1106.

Staff recommends that the City Council approves the amendment to the contract fee amount and authorize the City Manager to execute the amendment with the engineering firm of Quad Knopf.

FISCAL IMPACT:

The contract amount of \$26,375 will be added to the approved contract fee amount of \$90,505 for an amended contract fee amount of \$116,880.00.

Reviewed by Finance Director

ACTION REQUESTED:

Adopt The Resolution That Approves the Contract Fee Amendment with The Consulting Firm, Quad Knopf and Authorizes the City Manager To Execute This Amendment.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve a resolution authorizing a contract fee amendment with the consulting firm Quad Knopf, and authorizing the City Manager to execute the agreement.

Submitted by: Dennis Speer

Action Date: December 21, 2011

(Rev. 6/12/09)

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RESOLUTION NO. 11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST TO AMEND THE CONTRACT FEE AMOUNT WITH THE ENGINEERING FIRM QUAD KNOPF, FOR ADDITIONAL SERVICES PERFORMED OUTSIDE OF THE ORIGINAL SCOPE OF WORK AND TO COMPLETE DESIGN SERVICES FOR THE DOWNS STREET AND SUNLAND STREET IMPROVEMENT PROJECTS AND TO AUTHORIZE THE CITY MANAGER, KURT WILSON TO SIGN THE AMENDMENT.

WHEREAS, professional services were necessary in connection with the preparation and processing of designs, specifications and bidding documents for the Downs Street and Sunland Street Improvement Projects; and

WHEREAS, as a result of necessary changes in street rehabilitation methods and revisions in the scope of the project due to the courts stay order on the obligations of TAB funds; Quad Knopf performed services in excess of the contract scope and are finishing the design and project administration with Caltrans; and

WHEREAS, the amendment to the contract is necessary for the additional work performed and for the completion of the project; and

WHEREAS, the additional contract fee amount of \$26,375.00 will be added to the approved contract fee amount of \$90,505.00 for an amended contract fee amount of \$116,880.00; and

WHEREAS, the additional contract fee amount of \$26,375.00 will be funded by the use of TAB funds.

NOW THEREFORE, be it resolved, that The City Council of the City of Ridgecrest approves the additional contract fee amount of \$26,375.00 for additional services performed outside of the original scope of work and to complete the design services to come from TAB funds; amends the contract to a new contract fee of \$116,880.00 and authorizes The City Manager, Kurt Wilson to sign the amendment.

APPROVED AND ADOPTED this 21st day of December 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ronald Carter, Mayor

ATTEST _____
Rachel Ford, City Clerk

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Quad Knopf

100238

November 30, 2011

Mr. Loren Culp, P.E., City Engineer
City of Ridgecrest
100 W. California Avenue
Ridgecrest, California 93555

**Subject: Downs Street & Sunland Street Rehabilitation Project
Additional Services – Revised PS&E package**

Dear Mr. Culp:

This requested proposal will be an amendment to the original contract for the above mentioned project relating to the Street Improvements for Downs Street and Sunland Street.

Revised Rehabilitation Method:

The original proposal for this project dated November 19, 2010 included an option for geotechnical investigations for alternative methods of pavement rehabilitation, called Cold-In-Place-Recycled Pavement (CIR) or Full Depth Reclamation (FDR). In initial discussions with the City staff, this option was not selected and direction was given to utilize a 2.5" thick AC overlay as recommended in the City's Pavement Management Program (PMP). During the review of the 60% progress submittal, a couple of concerns emerged that caused a change in the type of rehabilitation being considered. These primarily were:

- Downs Street Median: City staff was concerned with the median height being reduced by the overlay, and grinding adjacent to the median to maintain the height had potential drainage and drivability concerns.
- Sunland Street Reconstruction: The City desired to install new cross gutters along Sunland Street and improve the drivability at these crossings. This required a substantial amount of pavement reconstruction which began to increase the cost and disruption to residents during the construction.

During the review of the plan submittal, we began discussing the possibility of using CIR for Downs Street and FDR for Sunland Street. After discussions with other agencies and contractors, it was decided to proceed with CIR on Downs Street and FDR on Sunland Street. We revised the plans to reflect this change in scope of the project. The tasks included:

- Prepare a preliminary mix design for the CIR and the FDR pavement sections pending a final mix design by a geotechnical engineer;
- Revise all plan and profile sheets and some details to reflect the new pavement rehabilitation procedure;
- Prepare revised construction cost estimates;
- Prepare new specifications for the CIR and FDR rehabilitation; and
- Coordinate with the Caltrans local assistance engineer regarding the change in rehabilitation method.

The fee shown below is a portion of the cost for these additional services.

Fee Breakdown by Street Segment	Fee
Downs Street (Inyokern to Ward)	\$3,500
Downs Street (Ward to Drummond)	\$3,500
Sunland Street (E. Ridgcrest Blvd. to Church)	\$3,500
Total	\$10,500

Revisions for Reduced Funding:

The original Downs Street and Sunland Street Rehabilitation project is funded by STIP funds and was to be supplemented with City redevelopment funds. The plans, specifications, and estimates were prepared, completed and submitted to Caltrans for approval and authorization to advertise for construction. Due to the uncertainty of the availability of the redevelopment funds for the project, the City directed that the plans be modified to conform as closely as possible to the available STIP funding for the project. Time to complete these revisions was also of the essence since the construction authorization package had already been submitted and was already being processed through Caltrans and FHWA. The following services were performed based on the revised scope, construction budget, and schedule:

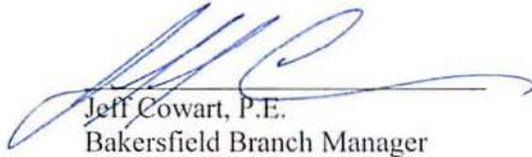
- Initial review of the plans, specifications and estimates to determine possible revisions;
- Remove Sunland Street from the construction package;
- Revise PS&E package to show changed rehabilitation method from CIR and FDR to 2.5" AC overlay;
- Revise plans to eliminate replacement of some of the concrete cross gutters and other concrete improvements along Downs Street;
- Revise specifications and estimates to reflect revised construction;
- Revise and update the previously submitted E76 package for construction authorization to reflect revised rehabilitation method and reduced amount of construction; and
- Coordinate with the local assistance engineer regarding the changes to the project and E76 package.

The fee shown below is a portion of the cost for these additional services.

Fee Breakdown by Street Segment	Fee
Downs Street (Inyokern to Ward)	\$7,400
Downs Street (Ward to Drummond)	\$7,400
Sunland Street (E. Ridgecrest Blvd. to Church)	\$1,075
Total	\$15,875

If you have any questions regarding this amendment proposal or require additional information, please call me at (661) 616-2600.

Sincerely,



Jeff Cowart, P.E.
Bakersfield Branch Manager

By signing this amendment you are agreeing to the same terms, conditions and provisions stated in the original contract.

Acceptance:
City of Ridgecrest

By: _____

Title: _____

Date: _____

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5

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CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY AGENDA ITEM

SUBJECT:

Approval of expenditures from the public benefit discretionary fund of Mayor Carter

PRESENTED BY:

Kurt Wilson – City Manager

SUMMARY:

A recent policy shift permits the use of public benefit discretionary funds to be administered through a separate policy. Under this policy funds are allocated to individual members for use on items of public benefit that are eligible general fund expenditures under all applicable rules and laws. A member wishing to allocate these funds must first receive verification from the Finance Director and the City Attorney as to the eligibility of funds for a specific purpose. Additionally, the item must be approved by the City Council prior to expenditure.

The current operating budget approved by the City Council in April of this year includes an expenditure authority for the mayor and each member of the City Council. Mayor Carter currently has an available balance of \$2,000. Mayor Carter has indicated an interest in allocating all or part of his discretionary funds for the items listed below. The items have been reviewed and approved by the Finance Director and the City Attorney. Council approval is required in order for staff to authorize the expenditures.

1. Lapel pins containing the City seal
2. Offset transit fund cost of transporting Youth Advisory Committee members

FISCAL IMPACT:

Budgeted Discretionary Funds not to exceed \$2,000.

Reviewed by Finance Director

ACTION REQUESTED:

Approval of the expenditure of public benefit discretionary funds from the account of Mayor Carter for the purchase of lapels pins with the city seal and transportation services for the Youth Advisory Committee in an amount not to exceed \$2,000.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approval of the expenditure of public benefit discretionary funds from the account of Mayor Carter for the purchase of lapels pins with the city seal and transportation services for the Youth Advisory Committee in an amount not to exceed \$2,000.

Submitted by: Kurt Wilson – City Manager
(Rev. 6/12/09)

Action Date: December 21, 2011

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CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY AGENDA ITEM

SUBJECT:

Selection Of A Federal Lobbying Firm To Represent The Redevelopment/Economic Development Interests Of The Ridgecrest Redevelopment Agency.

PRESENTED BY:

Kurt Wilson – City Manager

SUMMARY:

In partnership with various community stakeholders, the Ridgecrest Redevelopment Agency Board of Directors has devoted considerable effort in recent months to examine the benefits of hiring a federal lobbying firm to enhance local redevelopment and economic development opportunities, interview more than a dozen firms, evaluate funding options, and define the scope of expected services for lobbying services.

While several members of the Board have expressed strong interest in this process, Vice Chairman Holloway and Board Member Patin have been tasked with spearheading recent stages of the process and providing a recommendation to the full Board. The process, which included several public discussions, telephonic interviews, research, in-person interviews, and additional local inquiry, has yielded substantial information worthy of consideration in the areas of selection, scope, and funding.

The committee reported the selection and scope processes to be inseparable because of the range of qualifications that each firm possesses. On one hand, because of the community's dependence on the China Lake Naval Air Weapons Station and the potential for a future Base Realignment and Closure process in response to an evolving national agenda, the successful firm must have a strong grasp of military issues and influential relationships to advocate the Ridgecrest agenda. Conversely, the redevelopment and economic development needs of the community are arguably served equally well with any influx of funding (i.e. infrastructure – roads, sewer, etc., public safety, recreation, etc.) or regulatory relief that improves the local business climate. The Business Park is an example of a successful federal lobbying endeavor that has benefited the community both financially and aesthetically in the past.

In identifying the strengths of the firms it was clear that most had particular expertise in either military affairs or in general government but a sufficient combination proved to be elusive. Acquiring one of the rare firms well-suited to both tasks comes at a financial premium. One option is to prioritize one area over the other and focus resources on a single task. Alternatively, it is possible to identify a firm with a balanced specialty (at the possible expense of high level expertise in either area).

The funding for a potential firm could come from any number of sources (City, Redevelopment Agency, community stakeholders, etc.). The City's general fund is relatively depleted which makes funding from this source more challenging. The Redevelopment Agency option is currently plagued with a Supreme Court stay preventing the Agency from entering new agreements pending a final decision in CRA v. Matasantos. A final ruling is anticipated sometime within the next four weeks. The ruling could either permit such an expenditure or eliminate the Agency altogether. The private funding sources have indicated a tentative interest in funding this endeavor providing that all parties could come to terms on the logistics of a dual-servant role for a lobbying firm.

Based on the unique aspects of the Ridgecrest community, the challenges of finding a single firm to meet the full range of those needs, the potential existence of stakeholder funding, the difficulty meeting expectations in a jointly hired firm, and the willingness of specific firms to focus their efforts, another option is for the Agency to hire and fund a federal lobbyist to focus on the general or non-military agenda and to partner with the community stakeholders for them to hire and fund a military-specific firm. In this scenario, the full range of the community could be met without compromising core areas of concern for local stakeholders.

Based on the committee recommendation, the Council would select a non-military firm and the funding mechanism for the remaining six months of the fiscal year would be determined at the staff level within the parameters set forth by the Board/Council (e.g. first priority being Tax Allocation Bond reimbursement funds as is legally permissible, followed by Redevelopment funds as legally permissible, and using the City's general fund as a last resort). Staff would then be directed to work with community stakeholders to solidify a mechanism to secure a second stakeholder-funded firm to focus on the local military agenda. Both firms would be encouraged to begin their work as soon as practical but not earlier than January 1, 2012.

FISCAL IMPACT:

Fiscal Impact is not known at this time

Reviewed by Finance Director

ACTION REQUESTED:

Discussion and Selection of a federal lobbyist firm and direction to staff

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Selection of a Federal Lobbyist Firm for non-military focus and direction to staff to develop a funding mechanism.

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

Kurt Wilson – City Manager

Action Date: December 21, 2011

7

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CITY COUNCIL/REDEVELOPMENT AGENCY/FINANCING AUTHORITY AGENDA ITEM

SUBJECT:

Accept the appeal of Cornerstone Engineering on behalf of Richard Gottlieb and schedule a hearing date

PRESENTED BY:

Keith Lemieux – City Attorney

SUMMARY:

Cornerstone Engineering, on behalf of Richard Gottlieb (“Gottlieb”), seeks an appeal of the City Planning Commission’s conditional approval of a commercial parcel map (PM 11999). The Planning Commission’s decision was made on September 27, 2011.

Section 19-5.4(f) of the Ridgecrest Municipal Code gives a party the right to appeal the Planning Commission’s parcel map approval:

“If a person is dissatisfied with any action of the Planning Commission with respect to the tentative parcel map, he may, within 15 days after such action, appeal to the City Council in accordance with Section 66562.5 of the Subdivision Map Act.”

Mr. Gottlieb’s request for appeal is dated October 12, 2011, and is timely.

FISCAL IMPACT:

No fiscal Impact

Reviewed by Finance Director

ACTION REQUESTED:

Accept The Appeal Of Planning Commission Decision By Cornerstone Engineering On Behalf Of Richard Gottlieb And Schedule A Date For The Appeal Hearing.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Accept The Appeal Of Planning Commission Decision By Cornerstone Engineering On Behalf Of Richard Gottlieb And Schedule A Date For The Appeal Hearing.

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

Kurt Wilson

Action Date: December 21, 2011

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