



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

AGENDA

Wednesday

Regular

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

March 19, 2014

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

(760) 499-5000

**Daniel O. Clark, Mayor
Marshall 'Chip' Holloway, Mayor Pro Tempore
James Sanders, Council Member
Lori Acton, Council Member
Steven P. Morgan, Council Member**

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LAST ORDINANCE NO. 14-xx
LAST RESOLUTION CITY COUNCIL NO. 14-16
LAST RESOLUTION FINANCING AUTHORITY NO. 14-xx
LAST RESOLUTION OF THE HOUSING AUTHORITY NO. 14-xx
LAST RESOLUTION OF THE SUCCESSOR REDEVELOPMENT AGENCY NO. 14-xx

CITY OF RIDGECREST

CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY

AGENDA

Regular Council
Wednesday March 19, 2014

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

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

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

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

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT – CLOSED SESSION

CLOSED SESSION

- GC54956.9 (d) (4) Conference with Legal Counsel – Existing Litigation – City Of Ridgecrest v. Matasantos
- GC54956 Local Agency Real Property Negotiations – APN 0330-060-03, 940 North China Lake Blvd. – Agency Negotiators Dennis Speer, City Manager And Gary Parsons, Economic Development Program Manager

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
- Other

PUBLIC COMMENT

PRESENTATIONS

1. Presentation By Council Of Special Recognition To City Volunteer Kathy Armstrong
2. Presentation To Council By The US Army Recruiting Station Ridgecrest

CONSENT CALENDAR

3. Adopt A Resolution To Request Authorization To Award A Construction Contract To Griffith Construction Company For Road Reconstruction And Rehabilitation Of West Ridgecrest Boulevard From Mahan Avenue To South China Lake Boulevard And Authorize The City Manager, Dennis Speer To Execute The Contract Speer
4. A Resolution To Accept Funding From The Transit System Safety, Security, And Disaster Response Account Under The California Transit Security Grant Program (CTSGP) For A Transfer Station Security Camera System And Authorize The City Manager, Dennis Speer Or His Designee To Execute All Documents To Obtain Ctsqp Funding Speer
5. Adopt A Resolution Approving A Proclamations For The Month of March And Scheduling Date And Time Of Presentation Ford

6. Approve Minutes Of The Regular City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Meeting Dated March 5, 2014 Ford

ORDINANCES

7. Introduction And First Reading, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code Chapter 9, Article 8 With Regard To Agency Commissions, Boards, And Committees Strand

COMMITTEE REPORTS

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

Members: Jim Sanders, Dan Clark
Meetings: 3rd Tuesday of the Month at 4:00 P.M., Kerr-McGee Center
Next Meeting: To Be Announced

Veterans Advisory Committee

Members: Dan Clark
Meetings: 1st and 3rd Tuesday of the Month At 6:00 p.m., Kerr McGee Center
Next Meeting: To Be Announced

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Chip Holloway
Meetings: 1st Wednesday Of The Month, 8:00 A.M.
Next Meeting: Date and Location To Be Announced

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORT

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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

SUBJECT: Authorization To Award A Construction Contract to Griffith Construction Company For Road Reconstruction And Rehabilitation Of West Ridgecrest Boulevard From Mahan Avenue To South China Lake Boulevard And Authorize The City Manager, Dennis Speer To Execute The Contract.

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:
On Thursday February 27, 2014 bids were opened for the road reconstruction and rehabilitation of West Ridgecrest Boulevard from Mahan Avenue to South China Lake Boulevard. A total of three bids were received as follows:

<u>Bidder</u>	<u>Bid</u>
Griffith Construction Co.	\$5,484,874.00
Bowman Asphalt Inc.	\$6,097,385.30
Granite Construction Co.	\$7,009,385.30

The bids were reviewed by the engineering firm of Willdan Engineering and the Resident Engineer, Mike Bustos. Based on this review, it is recommended that the contract be awarded to the lowest responsible and responsive bidder, Griffith Construction Company with the low bid of \$5,484,874.00. A purchase order will be issued to Griffith Construction Company in a total amount of \$5,484,874.00 for the construction of road construction and rehabilitation. An amount of \$329,092.00 or six percent (6%) is needed for contingencies. The cost of construction management is \$351,764.00 approved by Resolution No. 13-94. The total project cost is \$6,165,730.00. The Federal Transportation Improvement funds administered by Federal Highway Administration and Caltrans will provide a total of \$6,200,000.00 in funding.

Funding for the execution of the contract shall come from account 018-4760-430-4601 ST0101.

FISCAL IMPACT: NONE

Reviewed by Finance Director

ACTION REQUESTED: Authorization To Award A Construction Contract to Griffith Construction Company For Road Reconstruction And Rehabilitation Of West Ridgecrest Boulevard From Mahan Avenue To South China Lake Boulevard And Authorize The City Manager, Dennis Speer To Execute The Contract.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Dennis Speer

Action Date: March 19, 2014

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RESOLUTION NO. 14-

A RESOLUTION TO REQUEST AUTHORIZATION TO AWARD A CONSTRUCTION CONTRACT TO GRIFFITH CONSTRUCTION COMPANY FOR ROAD RECONSTRUCTION AND REHABILITATION OF WEST RIDGECREST BOULEVARD FROM MAHAN AVENUE TO SOUTH CHINA LAKE BOULEVARD AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER TO EXECUTE THE CONTRACT

WHEREAS, on Thursday February 27, 2014, bids were opened for the road reconstruction and rehabilitation of West Ridgecrest Boulevard from Mahan Avenue to South China Lake Boulevard; and

WHEREAS, a total of three bids were received and the results are follows:

<u>Bidder</u>	<u>Bid</u>
Griffith Construction Co.	\$5,484,874.00
Bowman Asphalt Inc.	\$6,097,180.80
Granite Construction Co.	\$7,009,385.30

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

WHEREAS, it was determined that Griffith Construction Company was the low bidder with the low bid of \$5,484,874.00; and

WHEREAS, a purchase order will be issued to Griffith Construction Company in a total amount of \$5,484,874.00 for construction of road reconstruction and rehabilitation of West Ridgecrest Boulevard from Mahan Avenue to South China Lake Boulevard; and

WHEREAS, an amount of \$329,092.00 or six percent (6%) is needed for contingencies; and

WHEREAS, The Federal Transportation Improvement funds administered by Federal Highway Administration and Caltrans will provide a total of \$6,200,000.00 in funding; and

WHEREAS, the funding for the execution of the contract shall come from account 018-4760-430-4601 ST0101.

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

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

APPROVED AND ADOPTED this 19th day March 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Daniel O Clark, Mayor

Rachel J. Ford, CMC
City Clerk

West Ridgecrest Boulevard Project: Mahan Avenue to South China Lake Boulevard
Sample Contract

As of _____, 2014, the City of Ridgecrest, herein "City," and _____, herein "Contractor," agree as follows:

Section 1. Scope of Work.

Contractor will furnish labor, equipment and materials and will perform work for the construction of the facilities described in the plans and specifications.

Section 2. Consideration.

Agency shall pay Contractor the sum set forth in Contractor's bid for the performance of the work.

Section 3. Payments.

(a) Monthly progress payments shall be as follows:

(1) On or about the 25th day of the each month, Contractor shall submit to Agency an invoice including an estimate of the cumulative amount and value of the work performed by Contractor prior to that Date and subsequent to prior estimates. The estimate may include the value of acceptable materials and equipment delivered to the work site. The estimate shall be based on certified copies of paid invoices by the Contractor.

(2) The Agency shall review the request as soon as practicable to determine whether the payment request is proper. A payment request found not to be a proper payment shall be returned within seven (7) days after receipt, accompanied by a written description of the reasons why the request is not proper.

(3) Agency shall pay Contractor 90% of the invoice amount reduced by: amounts due to Agency for equipment, services or materials furnished by Agency; amounts of claims or liens by the Agency or others; and amounts required to be deducted by federal, state or local governmental authorities.

(4) If the Agency fails to make progress payments within 35 days after receipt of an undisputed and properly submitted invoice, the Agency shall pay to the Contractor interest at the legal rate set forth in Code of Civil Procedure Section 685.10(a) from seven (7) days after receipt of the invoice by the Agency until paid.

(5) Progress payments do not signify acceptance of the work, or any portion of the work. Payments do not preclude Agency from demanding and recovering damages for failure to fully perform.

(b) On satisfactory completion of the work, Agency shall pay Contractor 90% of the value of the actual work, less prior monthly progress payments.

(c) Within 30 days after recordation of a notice of completion, the undisputed amounts withheld by the Agency shall be released. "Completion" occurs on the acceptance by the governing body of the Agency, or the filing of a notice of cessation of labor.

(d) Notwithstanding the foregoing, Contractor may receive payment in full, other than retention for claims by the Agency or third parties, if the Contractor deposits approved

West Ridgecrest Boulevard Project: Mahan Avenue to South China Lake Boulevard
Sample Contract

securities or enters into an agreement with an escrow agent to hold earned retentions. The substitution of securities or the use of an escrow account shall be in the form and manner permitted by law.

Section 4. Contract Documents.

The complete Contract includes the Contract documents set forth herein, to wit: the Notice Inviting Sealed Proposals, Information for Bidders, Proposal or Bid Form, Non-Collusion Declaration, this Agreement, Certificate of Insurance, Workers' Compensation Certificate, Plans and Specifications, Addenda issued prior to Bid Opening, and Contractors' and Subcontractors' Licenses.

Section 5. Compliance with Provisions of Law.

(a) This Agency is subject to laws relating to public agencies which are part of this Agreement as though fully set forth herein.

(b) Contractor shall comply with laws relating to the work.

Section 6. Attorney Fees.

The court shall award reasonable costs and expenses, including attorney fees, to the prevailing party in an action or proceeding to enforce this Agreement.

Section 7. Notices.

Notices required or permitted shall be given by personal delivery, by first class mail, postage prepaid, or facsimile transmission to:

Agency: City of Ridgecrest
Public Works Department
100 W. California Avenue
Ridgecrest, CA 93555

Contractor: [*Name of Contractor*]
[Attention: [*name*]]
[*Address of Contractor*]
[*City, State & Zip*]
[*Telephone Number for Contractor*]

Section 8. Conflict with Plans and Specifications.

Conflict between the plans and specifications and this Agreement shall be brought to the attention of the Agency, which shall resolve such conflict.

Section 9. Assignment.

(a) Contractor shall not assign this Agreement or payments under this Agreement.

West Ridgecrest Boulevard Project: Mahan Avenue to South China Lake Boulevard
Sample Contract

(b) Contractor and each subcontractor hereby assigns to the Agency, right, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials for this Agreement or the subcontract. This assignment shall be made and become effective without further acknowledgment by the parties at the time the Agency tenders final payment to the Contractor.

Section 10. Section Headings.

Section headings are for the convenience of the parties and shall not affect the interpretation of this Agreement.

Section 11. Authority of Agency Representative.

Agency's representative shall decide questions about the quality or acceptability of materials furnished and work performed, manner of performance and rate of progress of the work, the interpretation of the plans and specifications, and the fulfillment of the contract by the Contractor.

WAGES, HOURS, AND WORKING CONDITIONS

Section 12. Prevailing Wages.

(a) A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the Agency's offices. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site.

(b) Contractor shall forfeit as penalty to the Agency the sum of \$50.00 for each calendar day, or portion thereof, and for each worker paid less than the prevailing rates under the contract or subcontract.

Section 13. Travel and Subsistence Payments.

Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification, or type of work.

Section 14. Hours of Work.

(a) Eight (8) hours' labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or 40 hours during a calendar week of the foregoing hours.

(b) Contractor shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker.

(c) As a penalty for failure to pay overtime when required, the Contractor shall forfeit to the Agency \$25.00 for each worker for each calendar day during which such

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Sample Contract

worker works more than eight (8) hours and is not paid overtime, and for each week during which such worker works more than 40 hours and is not paid overtime.

Section 15. Apprentices.

Contractor shall comply with the Labor Code concerning the employment of apprentices.

Section 16. Subcontractors.

Contractor shall comply with the *Subletting and Subcontracting Fair Practices Act* of the Public Contracts Code.

Section 17. Discrimination.

The Contractor shall not refuse to employ or promote any person, and shall not discriminate against any person with respect to compensation or terms and conditions of employment, and shall not discipline or discharge any person employed because of the person's race, religion, creed, color, national origin, ancestry or sex. The Contractor shall not refuse to accept otherwise qualified employees as indentured apprentices solely on the grounds of race, religion, creed, color, national origin, ancestry or sex.

Section 18. Safety.

Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the *Contract Work Hours and Safety Standards Act*, as set forth in Title 29, C.F.R., and by the California Division of Industrial Safety.

Section 19. Character of Workers.

Only competent workers shall be employed on the work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not re-employed.

Section 20. Compliance with Immigration Reform and Control Act. (IRCA)

Contractor acknowledges that Contractor, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that

any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the

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United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

INSURANCE, INDEMNIFICATION AND BONDS

Section 21. Insurance.

(a) Before beginning the performance of the work, Contractor shall purchase and maintain insurance to protect the Contractor and the Agency from claims: (i) arising from Contractor's operations under the Contract by the Contractor, a subcontractor, or anyone employed by them, or anyone for whose acts any of them may be liable; (ii) under workers' compensation, disability benefits and other similar benefit acts; (iii) for damages because of bodily injury, occupational sickness, or disease, or death of the Contractor's employees, or persons other than the Contractor's employees; (iv) for damages insured by usual personal injury liability coverage sustained by a person as a result of an offence related to employment of such person by the Contractor, or other persons; (v) for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (vi) for damages because of bodily injury, death of a person, or property damage arising from ownership, maintenance or use of a motor vehicle; (vii) involving contractual liability insurance applicable to the Contractor's obligations; and (viii) for damage to work in progress.

(b) The insurance required shall be written for not less than limits of liability specified in the Contract documents or required by law, whichever is greater. The insurance shall be purchased from companies authorized to do business in the jurisdiction where the project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment or until termination of coverage required to be maintained after final payment. Agency, its officers, agents and employees shall be named as additional insureds.

(c) Certificates of insurance executed by the carrier(s) and acceptable to the Agency and copies of the policy shall be filed with the Agency prior to the commencement of the work. The Certificates and the insurance policies shall provide the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Agency. If the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

(d) Contractor shall require each subcontractor to maintain policies of insurance covering the hazards, and under the conditions mentioned above, and having the Agency, its officers, agents, volunteers and employees as additional insureds. Copies of the subcontractor's certificates of insurance and policies shall be filed with the Agency.

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Section 22. Indemnification.

(a) Contractor shall indemnify and save the Agency, the County of Kern, their board members, officials, officers, agents, volunteers and employees, free and harmless from costs, damages or liability, including attorney fees, arising out of any act or omission to act, including any negligent act or omission to act by Contractor, its officers, agents, subcontractors and employees with respect to the performance of the work or the Contractor's obligations under this Agreement. Contractor'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.

(b) In addition to the foregoing, Contractor shall pay Agency costs, including attorney fees, incurred by the Agency in handling, responding to, or litigating stop notice claims, or other demands against money due to the Contractor or against the Contractor's payment bond by Contractor's officers, agents, employees or subcontractors.

Section 23. Payment Bond.

(a) Before beginning the performance of the work, Contractor shall file a payment bond with the Agency for its approval and acceptance. The payment bond shall be in the sum of 100 percent of the contract price.

(b) The payment bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the Contractor. The payment bond shall be separate and distinct from any other bond required by this Agreement.

Section 24. Performance Bond.

(a) Before beginning the performance of the work, Contractor shall file a performance bond with the Agency for its approval and acceptance. The performance bond shall be in the sum of 100 percent of the contract price. The bond shall be payable by surety or sureties to Agency if Contractor fails to fully perform his obligations hereunder.

(b) The performance bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the Contractor. The performance bond shall be separate and distinct from any other bond required by this Agreement.

PERFORMANCE

Section 25. Time for Completion.

(a) All work under this Agreement shall be completed within 55 working days after the date of the Notice to Proceed (hereafter "Completion Date").

(b) The Agency expects the project to be completed on or before the Completion Date. If the work is not done by the Completion Date, the Agency will suffer damage and

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will incur substantial additional costs. Some of these damages and costs are and will be impractical and infeasible to determine, and some will be ascertainable. If the Agency determines, in its sole judgment, the failure to complete the work by the Completion Date is due to unforeseeable causes (which causes include Acts of God, or the public enemy, acts of the Government, acts of another contractor in the performance of another contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors due to such causes), or is due to causes within the control of the Agency, the fault or negligence of the Agency, then the Contractor shall not be liable for the Agency's liquidated damages or other damages or costs resulting from the failure to complete the work by the Completion Date. If the Agency determines, in its sole judgment, the failure to complete the work by the Completion Date is due to foreseeable causes, causes within the control of the Contractor, the fault or negligence of the Contractor, or weather conditions which are normal for the area and the season, the Contractor and the Contractor's Surety shall be liable for payment to the Agency of **both** of the following:

(1) Fixed and liquidated damages, which are not a penalty, equal to \$500.00 for each working day of delay beyond the Completion Date; and

(2) Ascertainable costs and damages incurred by the Agency resulting from the failure to complete the work by the Completion Date, including, but not limited to, supervision, engineering, inspection, incidental, and overhead expenses directly related to this Agreement.

(c) Within ten (10) days from the beginning of the event or reason which will prevent the work under this Agreement from being completed by the Completion Date, the Contractor shall notify the Agency in writing of the cause of delay and shall request an extension of the Completion Date.

(d) Upon receipt from the Contractor of a request for extension of the Completion Date, the Agency shall ascertain the facts and extent of the delay. The Agency may extend the Completion Date if the Agency determines, in its sole judgment, the findings justify an extension and such extension is in the best interest of the Agency. Such an extension will increase the Agency's financial obligations and costs insured for supervision, engineering, inspection, incidental, and overhead expenses directly related to the Contract and which accrue as a result of the extension. If the Agency extends the Completion Date and determines, in its sole judgment, the extension is needed due to unforeseeable causes (which causes include Acts of God, or the public enemy, acts of the government, acts of another contractor in the performance of another contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors due to such causes), or is due to causes within the control of the Agency, the fault or negligence of the Agency, then the Contractor shall not be liable for the Agency's damages or costs resulting from such extension. If the Agency extends the Completion Date and determines, in its sole judgment, the extension is needed due to foreseeable causes, causes within the control of the Contractor, the fault or negligence of the Contractor, or weather conditions which are

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normal for the area and the season, then the Contractor and its Surety shall be liable for and shall reimburse Agency for such costs before the final payment.

(e) The Agency may deduct the liquidated damages, and any additional costs and damages for which the Contractor is liable under this Section, from progress payments or from the final payment. The payment of progress payments before and after the Completion Date shall not constitute a waiver of liquidated damages or of additional damages or costs for which the Contractor is liable under this Section. Release of any Bonds shall be contingent upon payment of these amounts.

Section 26. Acts of God.

Contractor is not responsible for the cost of repairing or restoring damage to the work exceeding 5% of the contract price and determined to have been proximately caused by earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves if damaged work is built in accordance with accepted and applicable building standards and the plans and specifications.

Section 27. Utility Relocation.

(a) As between the parties, Agency is responsible for the timely removal, relocation or protection of existing main or trunk line underground utility facilities located on the job site, if such utilities are not identified by the Agency in the plans and specifications. As to such unidentified utilities, Contractor shall be compensated for: the costs of relocation; repairing damage not due to the failure of Contractor to exercise reasonable care; removing or relocating such utilities not included in the plans and specifications with reasonable accuracy, and equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damage for delay in completion of the project, when the delay is caused by the failure of the Agency or the owner of the utility to remove or relocate the facilities.

(b) The Agency is not required to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the work site can be inferred from other visible facilities, such as buildings, metering junction boxes, on or adjacent to the work site.

(c) Contractor shall immediately notify the Agency and utility in writing if the Contractor discovers utility facilities not identified by the Agency in the contract plans or specifications.

Section 28. Public Convenience.

(a) Contractor's operation shall cause no unnecessary public inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work or an approved detour shall be provided. Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police

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stations, and hospitals, unless other arrangements are made satisfactory to the owners.

(b) Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.

(c) Grading operations, roadway excavation and embankment construction shall provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

(d) The Contractor shall comply with applicable state and local requirements for closure of streets. Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagmen and watchmen advising the public of detours and construction hazards. Contractor shall comply with additional public safety requirements arising during construction. Contractor shall furnish and install, and upon completion of the work, promptly remove signs and warning devices.

(e) At least forty-eight (48) hours in advance of closing or partial closing or reopening of any street, alley or other public thoroughfare, Contractor shall notify the police, fire, traffic and engineering departments of jurisdictional agencies involved and comply with their requirements.

Section 29. Excavations.

(a) Contractor shall submit for Agency approval, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches five (5) feet or more in depth. The plan shall be at least as effective as that required by the Construction Safety Orders of the California Division of Industrial Safety. If the plan varies from the shoring systems standards established by Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

(b) If the work involves digging trenches or excavations extending deeper than four feet below the surface, the Contractor shall promptly, and before the conditions are disturbed, notify the Agency in writing of any: (1) material the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and required to be removed to a Class I, Class II, or Class III disposal site; (2) subsurface or latent physical conditions at the work site differing from those indicated; or (3) unknown physical conditions at the work site of unusual nature, different material from those ordinarily encountered and generally recognized as inherent in the work of the character provided in the Contract. This Agency shall promptly investigate the conditions. If the Agency finds the conditions are as alleged by the Contractor and conditions cause a change in the Contractor's cost or the time required for performance, the Agency shall issue a change order. If a dispute arises whether the Agency's findings are correct, the Contractor shall proceed with the work. The Contractor shall retain rights by contract or law pertaining to resolution disputes and protests between the parties.

(c) Contractor shall comply with underground service alert regulations.

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Section 30. Extra Work.

(a) The Agency may require changes in, additions to, or deductions from the work to be performed or to the materials to be furnished under this Agreement. No extra work shall be performed or change made except in pursuance of a written order from the Agency stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No call for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the Agency, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.

(b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

(1) By an acceptable lump sum proposal from the Contractor;

(2) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the Agency and the Contractor; or

(3) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workers shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the engineer upon his request.

(c) When the Agency orders extra work and there is an agreement between the Agency and the Contractor to perform the work, the Agency may approve the method used by the Contractor to accomplish the work. At the request of the Agency, the method to be used shall be memorialized in writing prior to work being performed.

(d) If the Contractor contends a proposed change is a substantial revision in the character of the work, the question shall be immediately submitted to an arbitrator for decision. The arbitrator's decision will be final and conclusive, unless it is fraudulent, capricious, arbitrary or so grossly erroneous as to imply bad faith. Each party shall advise the other in advance of the arbitration of the material on which the party intends to rely and give the other a reasonable opportunity to refute or supplement such factual material.

Section 31. Clean-Up.

On completion of the work, Contractor shall remove debris and surplus materials from the work site.

Section 32. Materials.

(a) Unless otherwise specified, shown, or permitted by the Agency, materials and equipment incorporated in the work shall be new and current manufacture. The Agency may request the Contractor to furnish manufacturer's certificates to this effect.

(b) Materials furnished and work performed shall be subject to inspection and

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Sample Contract

testing by Agency's authorized agents at Agency's expense. If such inspection and testing reveals non-compliance with the requirements of this Agreement, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.

(c) The inspection of the work shall not relieve the Contractor of the obligations under the Contract. Even though equipment, materials, or work required under the Contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period.

Section 33 Permits and Licenses.

(a) Contractor shall apply for and procure permits and licenses necessary for the work.

(b) Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

(c) Contractor shall pay charges and fees in connection with permits and licenses.

Section 34. Land and Rights-of-Way.

(a) Agency shall provide land and rights-of-way where the work is constructed.

(b) Contractor shall procure additional rights-of-way desired by the Contractor to facilitate construction. Contractor shall enter into written agreements with property owners for such purposes and provide Agency with copies of the agreements.

(c) Except as provided above relating to utility relocation, when the work is to be performed in the vicinity of existing improvements, such improvements shall not be disturbed or damaged except for such removal or relocation in the land and rights-of-way provided by the Agency or unavoidable to accommodate the work.

Section 35. Plans and Working Drawings Submitted by Agency.

(a) The approved plans shall be supplemented by working drawings necessary to control the work adequately. Such drawings shall be consistent with the contract documents. Such drawings delivered to the Contractor shall be deemed written instructions to the Contractor.

(b) The Agency will furnish to the Contractor copies of drawings and specifications reasonably necessary for the execution of the work. The Contractor shall keep one set of drawings and specifications in good order available to the Agency's representative at the site of the work.

(c) The plans for the work show conditions supposed or believed by the Engineer to exist. It is not intended or inferred the plans constitute a representation such conditions actually exist. The Agency, its officers, agents and employees shall not be

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liable for loss sustained by the Contractor as a result of variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work.

Section 36. Shop Drawings Submitted by Contractor.

(a) Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and illustrating some portion of the work.

(b) The Contractor shall review, stamp with approval, and submit for review by the Agency's representative shop drawings for material and equipment to be incorporated into the work. Drawings shall be submitted in quadruplicate to the Agency's representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, the names of suppliers, manufacturers and subcontractors. Shop drawings shall be submitted with promptness and in orderly sequence to cause no delay in the work.

(c) Shop drawings shall be complete. If the shop drawings show deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.

(d) By approving and submitting shop drawings, the Contractor represents material, equipment and other work shown thereon conforms to the plans and specifications except for the deviations set forth in the letter of transmittal.

(e) Within ten calendar days after receipt of the drawings, the Agency will return two prints of the drawings to the Contractor with comments. If noted by the Agency, the Contractor shall correct the drawings and resubmit in the same manner as the original submittal. The Contractor shall direct attention in the letter of transmittal accompanying resubmitted shop drawings to revisions other than the corrections requested by the Agency's representatives on previous submittals.

(f) The review by the Agency's representative is for general conformance with the design concept of the project and general compliance with the plans and specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and work required by the Contract; the proper fitting and reconstruction of the work; the accuracy and completeness of the shop drawings; selecting fabrication processes and techniques of construction; and performing the work in a safe manner.

(g) No portion of the work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Agency's representative and returned to the Contractor with a notation indicating re-submittal is not required.

Section 37. Supervision by the Contractor.

Before starting the work, the Contractor shall designate, in writing, a representative having authority to act for the Contractor. An alternate representative may be designated. (A joint venture shall designate only one representative and alternate.) The representative

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Sample Contract

or alternate shall be present at the work site when work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the Agency's representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

Section 38. Inspection.

(a) The Agency's representative shall have access to the work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.

(b) When the Contractor varies the period during which work is carried on each day, Contractor shall give notice to the Agency's representative so proper inspection may be provided. Work done in the absence of the Agency's representative is subject to rejection.

(c) No materials shall be installed until approved by the Agency's representative. Installations to be backfilled shall be inspected and approved by the Agency's representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the Agency's representative so proper inspection may be provided.

(d) If the Agency's representative is required to conduct inspections of Contractor's work between the hours of 5 p.m. and 8 a.m., or is required to conduct inspections on Saturdays, Sundays or holidays, then the Agency will incur additional costs for inspection. If the Agency's representative is required to conduct inspections between the hours of 5 p.m. and 8 a.m., or inspections on Saturdays, Sundays or holidays due to the actions or conduct of Contractor, and if the actions or conduct of Contractor are not otherwise authorized or addressed in the specifications or in a change order, the Contractor shall be liable for the Agency's additional inspection costs. The Agency may deduct these additional inspection costs from progress payments or from the final payment.

Section 39. Removal of Defective and Unauthorized Work.

(a) Rejected work shall be removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the Agency's representative, or work done without written authority will be considered as unauthorized and not be paid for. Such work may be ordered removed at the Contractor's expense.

(b) Upon failure on the part of the Contractor to comply promptly with an order of the Agency's representative under this section, the Agency's representative shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed, and to deduct the costs from monies due the Contractor.

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Sample Contract

Section 40. Errors or Discrepancies Noted By Contractor.

(a) If the Contractor finds discrepancy between the specifications and the drawings and the physical conditions at the site of the work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the Agency in writing of such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the Agency in writing of such conflict.

(b) On receipt of any such notice, the Agency shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict, will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

Section 41. Equipment.

The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with these specifications. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used and, in no case shall the maker's rating of capacity for equipment be exceeded.

Section 42. Storage of Materials.

Materials for use in the work shall be stored by the Contractor to prevent damage from exposure to the elements, admixture of foreign materials, or from any other cause. The Contractor is responsible for damage to or loss of materials by weather or other causes.

MISCELLANEOUS

Section 43. Guarantees.

Contractor guarantees work from defect in workmanship for the period of one year from the date of acceptance by the Agency and shall repair and replace such work, together with other displaced work, without expense to the Agency, ordinary wear and tear, usual abuse or neglect excepted. Agency may have the defects repaired and made good at the expense of the Contractor if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

Section 44. Risk of Loss Prior to Final Acceptance.

Except as set forth above relating to acts of God, risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work to its

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Sample Contract

prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of the work.

Section 45. Termination: Contractor at Fault.

(a) The Agency may declare the Contractor in default should the Contractor fail to meet the requirements of the Contract, or be placed in bankruptcy, or should a Receiver be appointed for Contractor's properties, or should Contractor make an assignment for the benefit of creditors. In such event, the Agency will notify the Contractor in writing. On receipt of such written notice, the Contractor shall preserve site construction materials, equipment and plans, and undertake immediate steps to remedy such default.

If the Contractor fails to remedy such default within five (5) calendar days after receipt of such written notice, the Agency may terminate the Contractor's right to proceed with the work as to which default has occurred. Upon receipt of such written notice, the Contractor shall for that work affected by any such termination:

(1) assist the Agency in making an inventory of materials and equipment in storage at the site, en route to the site, in storage or manufacture away from the site, and on order from suppliers;

(2) assign to the Agency subcontracts, supply contracts and equipment rental agreements, all as designed by the Agency; and

(3) remove from the site, all construction materials, equipment and plans listed in said inventory other than such construction materials, equipment and plans which are designated in writing by the Agency to be used by the Agency in completing such work.

(b) The Agency may complete the work to which notice applies by contract or otherwise, and may take possession of the materials, plans, tools, equipment, supplies and property furnished by the Contractor which is designated by the Agency in writing for such purpose.

(c) The expense of completing such work, together with a reasonable charge for administering a contract for such completion, shall be charged to the Contractor. Such expense shall be deducted by the Agency out of such monies as may become due to the Contractor. If this expense exceeds the sum otherwise payable under the Contract, the Contractor and Contractor's sureties shall be liable. Upon written notice from the Agency, the Contractor promptly pays to the Agency, the amount of such excess. The Agency shall not be required to obtain the lowest bids for completing such work, but may make such expenditures as in the Agency's sole judgment will best accomplish such completion.

Section 46. Termination: Contractor Not At Fault.

Agency may terminate the Contract upon ten (10) days' written notice to the Contractor, if Agency finds reasons beyond the control of the parties make it impossible or against the Agency's interest to complete the work. In such a case, the Contractor shall have no claims against the Agency, except for the value of work performed to the date of

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termination, and the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the work. The value of work performed and the cost of materials and shipment delivered to the site shall be determined by the Agency in accordance with the procedure prescribed for the making of a final estimate and payment.

Section 47. Resolution of Certain Claims.

(a) Notwithstanding the foregoing, a demand of \$375,000 or less by the Contractor for a time extension, payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract, or payment of an amount which is disputed by the Agency, shall be processed in accordance with Public Contracts Code, Sections 20104 *et seq.*, relating to informal conferences, non-binding judicially supervised mediation, and judicial arbitration.

(b) A single written claim shall be filed under this section prior to the date of final payment for all demands, including demands not subject to Public Contracts Code Sections 20104 *et seq.*, arising out of the Contract.

(c) Within thirty (30) days of the receipt of the claim, the Agency may request additional documentation supporting the claim or relating to defenses or claims the Agency may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000, but is less than \$375,000.

(d) Unless further documentation is requested, the Agency shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days if the amount of the claim is more than \$50,000, but less than \$375,000. If further documentation is requested, the Agency shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is more than \$50,000, but less than \$375,000, and further documentation is requested by the Agency, the Agency shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

(e) If the Contractor disputes the Agency's response, or the Agency fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Agency within fifteen (15) days after the deadline of the Agency to respond or within fifteen (15) days of the Agency's response, whichever occurs first. The Agency shall schedule the meet and confer conference within thirty (30) days of the request.

(f) If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue remedies authorized by law.

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Sample Contract

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it to be executed as of the day, month and year first above written.

Agency: City of Ridgecrest

Contractor _____

By: _____
City Manager

By: _____
Authorized Representative of Contractor

[Print or Type Name & Title]

Seal if Corporation:

Attest: _____
City Clerk

Approved: _____
Attorney for Owner

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

SUBJECT: A Resolution To Accept Funding From The Transit System Safety, Security, And Disaster Response Account Under The California Transit Security Grant Program (CTSGP) For A Transfer Station Security Camera System and Authorizing the City Manager, Dennis Speer or His Designee to Execute all Documents to Obtain CTSGP Funding

PRESENTED BY:
Dennis Speer, Public Work Director

SUMMARY:
The Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006 authorizes general bond obligation for specified purposes to make funding available for capital projects that provide increased protection against security and safety threats. These capital projects are for transit operators to develop disaster response transportation systems.

The California Governor's Office of Emergency Services (Cal OES) administers such funds and deposits them in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP).

The City of Ridgecrest has received eligible funds for the Fiscal Year of 13/14 in the amount of \$21,565.00. Staff has reviewed capital improvement projects and is making the recommendation to place a Security Camera System at the Transfer Station. This will provide an enhance security and safety system in front of City Hall where the Transfer Station is located and be a deterrent from vandalism and theft.

When the funds are received from the State of California they will be expended out of line item 003-4360-436-4199 TR010.

Cal OES requires that the City of Ridgecrest complete and submit a Resolution identifying the agents authorized to act on behalf of the City of Ridgecrest to execute actions necessary to obtain CTSGP funds and ensure continued compliance with Cal OES CTSGP assurances and state and federal laws.

FISCAL IMPACT:\$21,565.00

Reviewed by Finance Director

ACTION REQUESTED: A Resolution To Accept Funding From The Transit System Safety, Security, And Disaster Response Account Under The California Transit Security Grant Program (CTSGP) For A Transfer Station Security Camera System and Authorize the City Manager, Dennis Speer or His Designee to Execute all Documents to Obtain CTSGP Funding

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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RESOLUTION NO. 14-XX

A RESOLUTION TO ACCEPT FUNDING FROM THE TRANSIT SYSTEM SAFETY, SECURITY, AND DISASTER RESPONSE ACCOUNT UNDER THE CALIFORNIA TRANSIT SECURITY GRANT PROGRAM (CTSGP) FOR A TRANSFER STATION SECURITY CAMERA SYSTEM AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS TO OBTAIN CTSGP FUNDING

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the City of Ridgecrest is eligible to receive CTSGP funds; and

WHEREAS, the City of Ridgecrest will apply for Fiscal Year 13/14 CTSGP funds in an amount up to \$21,565.00 for a Transfer Station Security Camera System at the City of Ridgecrest Transfer Station in front of City Hall to avoid safety threats, vandalism and theft; and

WHEREAS, when the funds are received from the State of California they will be expended out of line item 003-4360-436-4199 TR010; and

WHEREAS, the City of Ridgecrest recognizes that it is responsible for compliance with all Cal OES CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal OES requires the City of Ridgecrest to complete and submit a Governing Body Resolution for the purposes of identifying the agents authorized to act on behalf of the City of Ridgecrest to execute actions necessary to obtain CTSGP funds from Cal OES and ensure continued compliance with Cal OES CTSGP assurances, and state and federal laws.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest City Accepts Funding From The Transit System Safety, Security, and Disaster Response Account Under the California Transit Security Grant Program (CTSGP) for a Transfer Station Security Camera System and Authorizes the City Manager, Dennis Speer or His Designee to Execute all Documents to Obtain CTSGP Funding.

APPROVED AND ADOPTED this 19th day of March 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

Investment Justification Template

A. Investment Heading	
Date Submitted	March 10, 2014
Grant Year Applying For	FY 2013/2014
County of Allocation	Kern
Agency Name	City of Ridgecrest
Investment Name	Transfer Station Security Camera System
Investment Phase	
Amount Requesting	\$21,565
FIPS Number	029-60704
Number of Projects	1

B. Contact Information	
Starla L Shaver 100 W. California Ave. Ridgecrest, Ca. 93555 760.499.5041 760.499.1580 sshaver@ridgecrest-ca.gov	Dennis Speer, City Manager 100 W. California Ave. Ridgecrest, Ca. 93555 760.499.5085 760.499.1580 dspeer@ridgecrest-ca.gov

C. Investment Funding plan			
Investment YEAR_FY13/14__	CTAF Request Total		Grand Total
	8879.58(a)(2)	8879.58(a)(3)	
Planning			
Equipment	20,546	1,019	21,565
Construction			
Total			

****NOTE –Label each project alphabetically and provide the following questions per project.

Agency Name and FIPS: City of Ridgecrest_029-60704_____

Letter and Project Title: Transfer Station Security Camera System _____

D. Provide a brief description for this investment.

Install security cameras at the City Transfer Stations. The cameras will be viewable by the Police Department. They will enhance the security of the busses by creating a deterrent to the public to vandalize or pose any other threat to Transit.

E. Describe how this investment specifically addresses capital projects or capital expenditures.

The newly installed security cameras will provide enhanced security and safety at the City of Ridgecrest's transfer facilities. The cameras will provide protection against security threats at the facilities and endangering the fleet, as well as enhancing systems operation safety.

F. Describe how the investment will achieve the safety, security, or emergency response benefit.

The installation of security cameras at City Transfer Stations is designed to be a deterrent and to provide physical security from vandalism, theft and safety threats against the City of Ridgecrest Transit's fleet as well as provide increased security to our customers.

Agency Name and FIPS _City of Ridgecrest___ 029-60704_____

Letter and Project Title_ Transfer Stations Security Camera System _____

G. Describe how this investment specifically meets the useful life for capital assets specified in subdivision (a) of section 16727.

Security cameras are tangible physical property. The Security Cameras will enhance the useful life of the Transfer Stations by providing safety and preventing vandalism. The useful life of the security cameras is 5 years.

H. Provide a high-level timeline, milestones and dates, for the implementation of this investment. Possible areas for inclusion are: stakeholder engagement, planning, major acquisitions/purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.

Receive Quotes – May 2014

Install equipment – August 2014

Training of proper use of camera software – August 2014

Closeout Grant – October 2014

Authorized Agent Signature Authority

AS THE _____ City Manager _____
(Chief Executive Officer / Director / President / Secretary)

OF THE _____ City of Ridgecrest _____
(Name of State Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named state organization, any actions necessary for the purpose of obtaining state financial assistance provided by the California Governor's Office of Emergency Services.

_____ Starla Thomas, Transit Services Coordinator _____, OR
(Name or Title of Authorized Agent)

_____, OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

Signed and approved this _____ day of _____, 20_____

(Signature)

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

(Cal OES Use Only)

Cal OES # _____

FIPS # _____

Grant # 6_61-0002

**THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT AWARD FACE SHEET (Cal EMA 2-101)**

The California Governor's Office of Emergency Management Agency, hereafter designated Cal OES, hereby makes a Grant Award of funds to the following:

1. Grant Recipient: City of Ridgecrest in the amount and for the purpose and duration set forth in this Grant Award.	
2. Implementing Agency: Public Works, Transportation Dept.	2a. Congressional District: CD 41
2b. State Senate District #: SD 32	2c. State Assembly District #: AD 18
2d. Location of Project: 636 W. Ridgecrest Blvd, Ridgecrest, Ca. 93555	2e. Congressional District(s): CD 41
3. Disaster/Program Title: Prop 1B Mass Transit 60%	4. Performance Period: 1/27/2014 to 3/31/2017

Grant Year	Fund Source	A. State	C. Total	G. Total Project Cost
2014	5. PROP 1B	\$21,565		\$21,565
	6.			\$0
	7.			\$0
	8.			\$0
	9.			\$0
	10. TOTALS	\$21,565	\$21,565	10G. Total Project Cost: \$21,565

11. This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

12. Federal DUNS Number: 170614663		13. Federal Employer ID Number: 952280930	
14. Official Authorized to Sign for Applicant/Grant Recipient:			
Name:	Dennis Speer	Title:	City Manager
Telephone:	760.499.5004	FAX:	760.499.1580
		Email:	dspeer@ridgecrest-ca.gov
Payment Mailing Address:	100 W. California Ave	City:	Ridgecrest
		Zip + 4:	93555-
Signature:		Date:	

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer _____ Date _____

Cal OES Secretary (or designee) _____ Date _____

CONTACT INFORMATION

*Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.*

City of Ridgecrest
6_61-0002

Additional Authorized Agent contact information

Authorized Agent's Name	Title	Mailing Address	City	State	Zip	Phone	Email
Dennis Speer	City manager	100 W. California Ave	Ridgecrest	Ca	93555	760.499.5004	sspeer@ridgecrest-ca.gov
Contact's Name	Title	Mailing Address	City	State	Zip	Phone	Email
Starla Thomas	Transit Sevices Coordinator	100 W. California Ave	Ridgecrest	Ca	93555	760.499.5041	stthomas@ridgecrest-ca.gov

THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

PROJECT LEDGER

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

Warning! Decimal usage is not allowed. Attempts to use decimals will prompt error message.

City of Ridgecrest

6_61-0002

LEDGER TYPE:	Initial Application		
Today's Date	Monday, March 10, 2014		
Expenditure Period:	(Date) From:	1/27/2014	
	(Date) To:	3/31/2017	
Cash Request or Mod. #	21,565		
Approval: Cal OES ONLY	Date & Initials (Prog. REP.):		

Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Total Approved	Remaining Balance	Percentage Complete
							21,565	-	-	-	-	21,565	
1	A	Transfer Station Security Camera System	PROP 1B	PW	Equip	Personal Protective Equipment	21,565				-	21,565	
2											-	-	
3											-	-	
4											-	-	
5											-	-	
6											-	-	
7											-	-	
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THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

PROJECT LEDGER

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City of Ridgecrest

6_61-0002

LEDGER TYPE:	Advance		
Today's Date			
Expenditure Period:	(Date) From:	1/27/2014	
	(Date) To:	3/31/2017	
Cash Request or Mod. #			
Approval: Cal OES ONLY	Date & Initials (Prog. REP.):		

Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Total Approved	Remaining Balance	Percentage Complete
							-	-	21,565	-	21,565	(21,565)	
1	A	Transfer Station Security Camera System	PROP 1B	PW	Equip	Personal Protective Equipment			21,565		21,565	(21,565)	
2											-	-	
3											-	-	
4											-	-	
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THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

PROJECT DESCRIPTIONS

*Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests.
Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.*

City of Ridgecrest
6_61-0002

Project	State Investment Justification Goals and Objectives	Project Description	Need	Project Milestone & Justification
Project A-Corp Yard Security Gate & Lighting System	Transfer Station Security Camera System	Install security camera system at City Hall Transfer Station. Train staff on proper use of equipment and software.	The installation of security cameras at City hall Transfer Station is designed to be a deterrent and provide physical security from vandalism, theft and safety threats against the Transit Fleet as well as provide security to our customers. The need presented itself when we transitioned to a route system and it was determined that as we increased our fleet and changed our services that security would be a priority. Our current Transfer Station provides a very low level of security.	At the 6-month mark, this project will be _90_% complete and \$21,565_ funds will be expended. At the 12-month mark, this project will be 100% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.
Project B	Investment Goal Objective			At the 6-month mark, this project will be ___% complete and \$___ funds will be expended. At the 12-month mark, this project will be ___% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.
Project C	Investment Goal Objective			At the 6-month mark, this project will be ___% complete and \$___ funds will be expended. At the 12-month mark, this project will be ___% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.
Project D	Investment Goal Objective			At the 6-month mark, this project will be ___% complete and \$___ funds will be expended. At the 12-month mark, this project will be ___% complete and \$___ funds will be expended. At the 18-month mark, this project will be ___% complete and \$___ funds will be expended.

AUTHORIZED AGENT

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Forms Workbook.

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City of Ridgecrest
6_61-0002

Supporting Information for Reimbursement/Advance of State and Federal Funds

This request is for an/a: Advance

This claim is for costs incurred within the grant expenditure period from and does not cross fiscal years.

January 27, 2014 through March 31, 2017
(Beginning Expenditure Period Date) (Ending Expenditure Period Date)

Under Penalty of Perjury I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

Statement of Certification - Authorized Agent

This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget. For HSGP: All equipment and training procured under this grant must be in support of the development or maintenance of an identified team or capability.

Dennis Speer, City Manager

Printed Name and Title

Signature of Authorized Agent

Date

Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook

Grant Assurances

California Transit Security Grant Program California Transit Assistance Fund

Name of Applicant: City of Ridgecrest

Grant Cycle: FY13/14 Grant Number: _____

Address: 100 W. California Ave.

City: Ridgecrest State: CA Zip Code: 93555

Telephone Number: (760) 499.5085

E-Mail Address: dspeer@ridgecrest-ca.gov

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for Transit System Safety, Security, and Disaster Response Account funds, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the State of California and administered by the California Governor's Office Emergency Services (Cal OES).
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.
3. Will give the State of California generally and Cal OES in particular, through any authorized representative, access to and the right to examine all paper or electronic records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or Cal OES directives.
4. Will provide progress reports and other information as may be required by Cal OES.
5. Will initiate and complete the work within the applicable timeframe after receipt of Cal OES approval.
6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
7. Will comply with all California and federal statues relating to nondiscrimination. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794) which prohibits discrimination on the basis of handicaps;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - i. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - j. The requirements on any other nondiscrimination statute(s) which may apply to the application.
8. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
9. Will comply with applicable environmental standards which may be prescribed pursuant to California or federal law. These may include, but are not limited to, the following:
- a. California Environmental Quality Act. California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Sections 15000-15007;
 - b. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO)11514;
 - c. Notification of violating facilities pursuant to EO 11738;
 - d. Protection of wetlands pursuant to EO 11990;
 - e. Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - f. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - g. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and

- i. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
10. Will comply, if applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et. seq.) related to protecting components or potential components of the national wild and scenic rivers system.
11. Will assist Cal OES, as appropriate, in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§ 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq).
12. Will comply with Standardized Emergency Management System requirements as stated in the California Emergency Services Act, Gov Code §§ 8607 et seq. and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
13. Will:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by Cal OES;
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California; and
 - c. CTSGP-CTAF funds must be kept in a separate interest bearing account. Any interest that is accrued must be accounted for and used towards the approved Prop1B project approved by Cal OES.
14. Will comply, if applicable, with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
15. Agrees that equipment acquired or obtained with grant funds:
 - a. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
 - b. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
16. Will comply, if applicable, with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.

17. Will comply with all applicable requirements, and all other California and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
18. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.
 - a. The applicant certifies that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
19. Will retain records for thirty-five years after notification of grant closeout by the State.
20. Will comply with the audit requirements set forth in the Office of Management and Budget (OMB) Circular A-133, "Audit of States, Local Governments and Non-Profit Organizations."
21. Grantees and subgrantees will use their own procurement procedures which reflect applicable state and local laws and regulations.
22. Grantees and subgrantees will comply with their own contracting procedures or with the California Public Contract Code, whichever is more restrictive.
23. Grantees and subgrantees will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Dennis Speer_____

Title: City Manager_____ Date: _____

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

SUBJECT: Approve A Resolution Of The Ridgecrest City Council Announcing Proclamations Prepared For The Month Of March And Scheduling Date And Time For Presentation

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

The Ridgecrest City Council receives requests for presentation of ceremonial proclamations for various events and observations. The resolution lists proclamations that have been processed and will be presented at the following events.

1. Week of the Young Child™ - April 6-12, 2014
 - *Presentation on April 12, 2014 at 10:00 am at the Annual Children's Fair, Leroy Jackson Park*

2. Jr. Bluejacket of the Year
 - *Presentation on March 22, 2014 at 6:00 p.m. at the Kerr McGee Center*

3. Sr. Bluejacket of the Year
 - *Presentation on March 22, 2014 at 6:00 p.m. at the Kerr McGee Center*

FISCAL IMPACT: None

None

Reviewed by Finance Director

ACTION REQUESTED:

Approve resolution recognizing proclamations for the month of March

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve resolution recognizing proclamations for the month of March

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RESOLUTION NO. 14-xx

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL
ANNOUNCING PROCLAMATIONS PREPARED FOR THE
MONTH OF MARCH 2014 AND SCHEDULED DATE OF
PRESENTATION**

The Ridgecrest City Council receives requests for presentation of ceremonial proclamations for various event and observations. The following proclamations have been processed and will be presented at location, date and time shown below:

Proclamation Titles

1. Week of the Young Child™ - April 6-12, 2014
 - *Presentation on April 12, 2014 at 10:00 am at the Annual Children's Fair, Leroy Jackson Park*

2. Jr. Bluejacket of the Year Week – March 16-22, 2014
 - *Presentation on March 22, 2014 at 6:00 p.m. at the Kerr McGee Center*

3. Sr. Bluejacket of the Year Week – March 16-22, 2014
 - *Presentation on March 22, 2014 at 6:00 p.m. at the Kerr McGee Center*

APPROVED AND ADOPTED THIS 19th day of March 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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

Week of the Young Child

WHEREAS, the Eastern Sierra Association for the Education of Young Children and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child™, April 6th -12th of 2014; and

WHEREAS, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Ridgecrest, CA; and

WHEREAS, teachers and others who make a difference in the lives of young children in Ridgecrest, CA deserve thanks and recognition; and

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures;

Now, therefore, be it proclaimed

The City Council of the City of Ridgecrest does hereby proclaim the week of April 6th – 12th of 2014 as the Week of the Young Child™ in Ridgecrest, CA and encourage all citizens to work to make a good investment in early childhood in Ridgecrest, CA

Proclaimed this 6th Day of November 2013



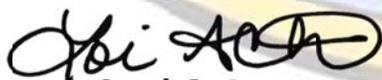
Daniel O Clark, Mayor



**Marshall 'Chip' Holloway
Mayor Pro Tem**



**James Sanders
Council Member**



**Lori Acton
Council Member**



**Steven P. Morgan
Council Member**

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

SUBJECT:

Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of March 5, 2014

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of March 5, 2014

FISCAL IMPACT:

None

Reviewed by Finance Director:

ACTION REQUESTED:

Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Approve Draft Minutes

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

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

**March 5, 2014
5:30 p.m.**

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

CALL TO ORDER

ROLL CALL

Council Present: Mayor Dan Clark; Vice Mayor Marshall 'Chip' Holloway, Council Members Jim Sander; Lori Acton, and Steven Morgan

Council Absent: None

Staff Present: City Manager Dennis Speer; City Clerk Rachel J. Ford; City Attorney Michael Silander; and other staff

APPROVAL OF AGENDA

Items Pulled From The Agenda:

- Item No. 5

Motion To Approve Agenda As Amended Made By Council Member Acton, Second By Council Member Morgan. Motion Carried By Voice Vote Of 5 Ayes (Mayor Clark, Council Members, Holloway, Sanders, Acton, And Morgan); 0 Noes; 0 Abstain; 0 Absent

PUBLIC COMMENT – CLOSED SESSION

- None presented

CLOSED SESSION

- GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation - Squillacote v. Frid, CASE NO. S-1500-CV-276362 SPC
- GC54956.9 (d) (1) Conference With Legal Counsel – Liability Claim Of Andrew Burch-Allison Gonzalez – Claim No 14-03
- GC54956.8 Local Agency Real Property Negotiations – Negotiations For Receipt and/or Sale Or Use – CATTO723-0051-0023516612 – 246 N. Gold Canyon Agency Negotiators Dennis Speer, City Manager And Gary Parsons, Economic Development Program Manager

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

Due to technical difficulties City Manager Speer began report out of closed session and Keith Lemieux completed the report.

CITY ATTORNEY REPORT

- Closed Session
 - Squillacote v. Frid, CASE NO. S-1500-CV-276362 SPC, received report, no reportable action
 - Liability Claim Of Andrew Burch-Allison Gonzalez – Claim No 14-03, received report, put on prematurely and further information will be forthcoming
 - Local Agency Real Property Negotiations, received report, no reportable action.
- Other
 - None

PUBLIC COMMENT opened at 6:32 p.m.

Phil Salvatore

- Opposed parks district for Ridgecrest and encouraged City to collaborate with the County to create a parks district for the entire valley by way of a collaborative or a vote of the people on an election ballot.
- Asked about future air travel at the Inyokern airport.
 - Steve Morgan – current negotiations are underway but anticipate no conclusion until next year or later. District is actively trying to get commuter flights back at the airport.

Jerry Taylor

- Commented on fundraiser of baseball associations for raising funds for the bathrooms and suggested funds received from insurance be given to the associations and allow them to build the bathrooms
- Expressed comments heard from local construction firms who were disappointed in not having the opportunity to bid on the tear down of the burned structure
 - Dan Clark asked Jerry about restrictions on gift of public funds
- Suggested clarification with attorney.
 - Lori Acton commented that she has not heard of a fundraiser
- Due to time delay in construction suggested the funds could be used by the association to rebuild restrooms.

Closed public comment at 6:37 p.m.

PRESENTATIONS

1. **Presentation To The Employee Of The Month** **Clark**

Council presented a certificate of appreciation to Phillip Braem for Employee of the Month

2. **Presentation Of Employee Service Awards** **Clark**

Council presented certificates of achievement to employees Ricardo Garibay and Jeff Donnally who have attained years of service milestones.

3. **Presentation To Council By California Meetings And Events Bakersfield Office Of Marketing Plans And Benefits For The Proposed Petroglyph Rock Art Festival**

Council viewed a PowerPoint presentation on the proposed petroglyph rock art festival presented by Ramon Jaime of Bakersfield Office of California Meetings and Events and Justin O'Neill.

Note: The name of the festival has been amended to '2014 Ridgecrest Petroglyph and Heritage Festival'

MINUTES – RIDGECREST CITY COUNCIL/REDEVELOPMENT AGENCY - REGULAR

March 5, 2014

Page 4 of 20

Lori Acton

- Asked if BLM had been contacted as a partner
 - Ramon Jaime – Not yet
- Asked about the tie in with Friends of Jawbone
 - Ramon Jaime – considering festival promotion and visibility for Jawbone within Ridgecrest
- Asked if the 7000 attendance estimate is new visitors or combined with local residents
 - Ramon Jaime – is a combined estimate and the event is currently being shared in Los Angeles new media, National Geographic and other partner opportunities. Outlined the marketing process in the surrounding area

Steve Morgan

- Assuming that thru Maturango museum there are discussions of tours for these dates and expressed concerns about weather issues in November and the timeline of completion for the west Ridgecrest Boulevard project would be about the same weekend and if there are delays there will be a huge mess at Balsam Street.
 - Justin O'Neill – spoke on alternative parking at City Hall parking lots and will work on alternative plans.
 - Ramon Jaime – works closely with State departments regarding signage and other issues
 - Harris Brokke – mid November is typically good for tours and is currently planning 3 tours per day as well as a showing of a new video pertaining to the petroglyphs for visitors who cannot take the tour. Spoke on branding this community as a Rock Art Festival annually to draw visitors back each year. We want to be known as a destination people want to come to often. This festival will bring in new money by bringing people in by bus.
 - Dan Clark – spoke on a new section of petroglyph being opened to possibly allow 2 sites to visit.
 - Harris Brokke – the idea is to get people to remember Ridgecrest and come back again.

Steve Morgan *(continued)*

- Requested contingencies in the budget should events not raise the funds anticipated and noted Chamber of Commerce is not participating
 - Ramon Jaime – due to variables, do not have a formalized budget. Goal of fundraising with multiple organizations. Different ways of doing fundraising and gave examples of advertising and ticket sales. Trying to do everything locally with a base budget of \$50k of funds and should we fall short then will seek alternate sources. Our company has significantly reduced fees because we believe this is a positive for the community. Looking for exchanges and in-kind services. A lot of work to be done in 8 months. Not concerned about amount of time. Can do a tremendous job if we begin immediately. Believe we can pull together the funds necessary to complete this. Won't know what we need to come up with until all the partners we have talked to give a firm commitment.
- Total current request from city is \$15,000 in cash and in-kind, is that correct?
 - Ramon Jaime – not privy to that information

Jim Sanders

- Doing a good job

Chip Holloway

- Last attempt to do something close to this was a balloon festival however bad weather stopped it. Their approach to raise funds was to sell shares, what is your experience with this approach.
 - Ramon Jaime – when you have 1000 bosses nothing gets done very well. Not a usual scenario is difficult and does not allow for on-going annual support. Becomes convoluted on how to divide profits and expend the funds. Not something we would engage in.
- Previous time frame was 24-48 months and now down to 8 months, what changed
 - Ramon Jaime – powwow is already organized and carnival is turnkey. I like as much time as I can get but rarely get as much as I want. At the time there were other ideas being presented and now with the plan that has been detailed am comfortable with the time frame. Held several meetings and with the present scenario am comfortable with the timeline.
- We get one chance to make a first impression. Paring down because of what can actually be done.
 - Harris Brokke – spoke on how to make a petroglyph with sandpaper, kids of all ages can practice doing it and there are a lot of things we can do without a lot of planning. We have people ready and able to show kids how this is done.

Dan Clark

- Spoke on the powwow with the Cherokee nation and a native American encampment and several tribes are interested in participating
- Native American music by R. Carlos Nakai and many Native Americans will travel great distances to hear him play
- Short on time but have had 18 months of planning prior to receiving Ramon's expertise and have Justin's expertise from the 50th. Confident we will not have any regrets.

Little Deer Durvin

- Been doing powwows since 1993 from four winds and now the Cherokee nation.
- Have had visitors from Australia and Europe, Oklahoma, and Canada.
- This community loves powwow's and will get the word out.

Eric Bruin

- Chamber was blocked by the by-laws for providing monetary support but will continue to provide support to the community in events that brings tourism to the community
- The 50th was an incredible event which Ridgecrest received value from but feels the timeline is stretching. If going to make a serious commitment then council may want to wait till the next budget cycle
- Noble effort and applaud the persons involved but have concerns about the timeline

Harris Brokke

- Could wait to the next budget cycle then ok with that because do not need all the funding immediately

Jerry Taylor

- Clarified that item 10 was still on the agenda

Skip Gorman

- Asked about the committee meeting schedule.
 - Dan Clark – 2nd Tuesday of the month at 9:00am
- Asked how many people attended the Cal UAS event, possibly 5000 and commented that Mother Nature was merciful.
- Expressed support and encouragement to continue with the project.

CONSENT CALENDAR

4. **Adopt A Resolution Requesting Authorization To Enter Into A Program Supplement Agreement No. 034-N With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R And Authorize The City Manager, Dennis Speer, To Sign The Agreement For The**

Construction Of West Ridgecrest Boulevard From Mahan Street To South China Lake Boulevard Speer

5. **A Resolution To Accept Funding From The Transit System Safety, Security, And Disaster Response Account Under The California Transit Security Grant Program (CTSGP) For A Security Gate and Lighting System At The Corporation Yard and Authorize the City Manager, Dennis Speer or His Designee to Execute all Documents to Obtain CTSGP Funding** Speer

Item No. 5 was pulled from the agenda prior to Council approving the agenda

6. **Approve Draft Minutes Of The City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Meeting Dated February 19, 2014** Ford

Motion To Approve Consent Calendar As Amended Made By Council Member Sanders, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Clark, Council Members Holloway, Sanders, Acton, And Morgan); 0 Noes; 0 Abstain; And 0 Absent

PUBLIC HEARING

7. **Adopt A Resolution Of The Ridgecrest City Council Establishing A Finding For Unmet Transit Needs That Are Reasonable To Meet With The Public Transportation System** Speer

Dennis Speer

- Presented the staff report as published in the posted agenda.

Public Hearing Opened at 7:34 p.m.

Phil Salvatore

- Asked for a Saturday bus from Ridgecrest to Mojave. Likes to take trains and catches the train at Mojave. A Saturday bus would make it easy to get there and if possible 6 or 7 days per week rather than the 3 days currently provided.

Dennis Speer

- Services is provided by Kern Regional and will forward comments to their unmet needs hearing

Jerry Taylor

- Commented on fare box ratio going the wrong direction, in fairness to the staff they have tried but council might want to change the service due to the fare box ratio going the wrong direction. Understand council being mandated to provide this type of service.

MINUTES – RIDGECREST CITY COUNCIL/REDEVELOPMENT AGENCY - REGULAR

March 5, 2014

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Dennis Speer

- Mr. Taylor is correct with fare box ratio is impacted however this is required by Kern Council of Government. There is a 3 year demonstration period to prove the route and are encouraged to do everything we can to make this work.

Dave Matthews

- Have attended many of these hearings and in spite of the statements from Mr. Speer there are a number of needs that are not reasonable to meet but the government is running them. Spoke on experience as a child riding buses which came by the house every 20 minutes and this was the primary means of transportation. Here in the desert there are more people who are relying on the bus for transportation. Asked council to let their voice be heard that something needs to change at the government level to have an affordable bus system.

Phil Salvatore

- Drove a bus in the 60's and surprised to find that current drivers are paid less than before. Spoke on funding by user fees, tax monies. Private business won't put their money out to build a system and transportation is legitimate government tax expenditure. Related story of rail system and government should invest in transportation.

July Orozco

- Interested in seeing transportation to Bakersfield

Dennis Speer

- Currently exists thru Kern Regional 3 days per week thru Mojave to Bakersfield.

Justin O'Neill

- Have not seen a concerted marketing effort for our transit system. Numbers are down and the youth have trouble getting around but many do not even know about the system. Do not feel we get an accurate test because it is not properly marketed. First effort toward fixing this could be putting funds and more effort to marketing.

Dennis Speer

- Currently have ad's at theatre, newspaper, and radio

Tom Wiknich

- Have attended hearing. Curious about the input now that we have a deviated fixed route and how is the system working with calls for deviation?
 - Dennis Speer – have had no problems with that issue.
- Shares Justin's concern about public knowledge and suggested a full page advertisement showing the routes and where bus stops are located, preferably in color. Bus stops are hard to notice, code enforcement citations have been written and common statement is they did not see the sign. Suggested revising the signs to be more visible and a color page advertisement.

Lori Acton

- Met with Starla and became educated on the transit system.
- When catching the kern regional bus there is a very short window and they are working to correct this.
- Signs are hard to see and should be fixed
- People do not know the routes or cost so need to advertise more.
- Trends are to go to a walking community so will see increase in ridership

Chip Holloway

- Advertising does not equal marketing. We have done advertising but not entirely effective.
- Reality is it is not cool to ride the bus and the culture of the entire state is to use a car.
- During first term as a council member, if took the number of riders and divided by repeat riders we probably could have bought every rider a car with the price. In San Francisco they have a smart car system and we could spend the same amount of money with stations for rentals. Suggested petitioning Kern COG to use Ridgecrest as a test location for this concept. Would put us on the map. Will talk to Kern COG about this.

Dan Clark

- Looking at the ridership components is primarily seniors and youth. Youth will use social media as a marketing component but not seniors. Starla is here taking notes and I am willing to use social media and all other avenues to help build ridership

Jim Sanders

- Asked Mr. Speer about the bus stop location at the senior center.
 - Dennis Speer – there is a circulation issue with the larger buses traveling thru the parking lot

Closed Public Hearing at 7:57pm

Motion To Adopt A Resolution Establishing A Finding That There Were No Unmet Transit Needs That Are Reasonable To Meet Within City Of Ridgecrest Made By Council Member Morgan, Second By Council Member Acton. Roll Call Vote Of 5 Ayes (Mayor Clark, Council Members Holloway, Sanders, Acton, And Morgan), 0 Noes, 0 Abstain, And 0 Absent

DISCUSSION AND OTHER ACTION ITEMS

8. Year End Budget Projections For Fiscal Year 2013-14

McQuiston

Rachelle McQuiston

- Presented staff report.

Steve Morgan

- Estimate for plus on general fund is what?
 - Rachelle – \$747,000
- Measure 'L' receipts thru December 31
 - Rachelle - \$883 received so far and projected is 2.2 million
- Several things we received bid packages on or considered that we might want to put on subsequent agenda once everything is thought about. As we get good news it will lead to further discussions. Appreciate getting the numbers knowing it is just a piece.
 - Projections can sway. Would not suggest spending more than \$100k because you do not know in the coming months what will happen and if the projection will sway the other way.

Chip Holloway

- Tot we give to the 31st of the payment, hotel owners are requesting we change this to the 15th of the month. Suggested Rachelle call Doug to discuss

Dan Clark

- Clarified amounts currently collected for General Fund and Measure 'L'

Public Comment Opened at 8:04 p.m.

Phil Salvatore

- Sales tax revenues came in on projections but measure 'l' running ahead so how does this happen?
 - Rachelle – held conversation with tax assessor. Sales tax is point of sale but measure 'l' is point of delivery. Exemplified purchase of vehicle in Lancaster but deliver is Ridgecrest then only measure 'l' receives the tax while Lancaster will get sales tax.

Justin O'Neill

- Does that mean online does the same
 - Rachelle – unfortunately online is not received, example Amazon. Trying to get online to track every sale for every city is not feasible currently. Hopefully will see legislation in the future. Physical purchases of certain products are accounted for and can have muniservices come here to explain.

Tom Wiknich

- Commented on vehicle purchased in Los Angeles and requested they license the vehicle in Ridgecrest so was charged sales tax for Ridgecrest.
 - Rachelle – will see if muniservices will come to a meeting to explain to us. Need to talk to the experts.

Gary Allred

- Over 400k projected for measure 'I' will we get twice as much work on the streets
 - Rachelle McQuiston – that is a council decision. Currently have 1.1 million allocated for streets
- Commented on reserve which is not being applied towards streets
 - Rachelle – paving season has not started due to weather but should see a lot of activities in the next month

9. Discussion on Strategic Planning Priority Goals by Category

Speer

Dennis Speer

- Presented staff report.

Steve Morgan

- Prefaced commentary this is the first brush of where we may be going but have not had public input yet. We are not there yet because we have not completed the full process and changes will occur. Please do not focus on one line or word.

Public comment opened at 8:16pm

Ron Porter

- Realize this is preliminary and will move forward. Understand the need to set goals. Once a format is laid out want to be sure public will have input afterwards. Needs to come back for input on each item. Do not want to see it move forward without public comments and input.
 - Steve Morgan - This is going to be a living document and will be changed thru the public process repeatedly.
- Assuming that rather than going thru the full process every time, still want to make sure citizens get input each time something does come up.

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Phil Salvatore

- Asked about these being vetted thru committees and encouraged council to do this.

Jerry Taylor

- Already provided input to the process and hopefully will receive feedback
- If phasing out 10% then should probably phase out low-income housing. Understand senior housing. Do not feel we have a lack of low-income housing
- Suggested planning accordingly for when measure 'I' expires.

Dan Clark

- Reviewed the process and indicated which steps have not happened yet.

Steve Morgan

- Agree with Mr. Taylor on the new term for low-income is 'sustainable income strategy' so may be a change to make which will keep us in line with county and state.

Chip Holloway

- Realize this list if from staff and staff is down in numbers. Some of these prioritized goals are actually daily best practices. 9 things public safety 1&2, quality of life 2&3, (see what others he listed). Should be doing these things every day. Number 3 on finance budget and revenue there are 2 options for parks and rec district as suggested by Phil Salvatore is different from a parks and rec maintenance assessment district and would like both to be included in discussions.
- Asked about volunteer for survey from public.

Lori Acton

- Thought the social media option was already laid out.

Dan Clark

- Will proceed with social media
- Suggested first of April to hold town hall meeting which is 3 weeks to get input from public.

Steve Morgan

- Believes survey should be everywhere at least a month before holding a meeting.

Chip Holloway

- My goal was to use social media to do the same exercise staff did and allow citizens to prioritize goals

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Council held brief discussion of the timing for putting out a survey to public and gathering the results

Dan Clark

- Asked if tentative timeframe of one month is appropriate and when can report come back to council?

Chip Holloway

- Should be acceptable.

Scheduled a Town Hall Meeting for April 1, 2014 at 6:00pm in the Council Chambers

Justin O'Neill

- Social media is not a perfect formula for the entire community.
- How do we get people to respond?

Dan Clark

- Social media is only one of the methods we will use and we deal with apathy daily.

Council held a discussion of the time frame regarding social media.

Chip Holloway

- Mentioned other methods such as church's, senior's etc.

Tom Wicknich

- Had that question and glad council will be using other methods

Ron Porter

- Asked about this list as being the basis for the survey
 - Dennis Speer – council can use whatever input is received by all methods and then come up with 3 goals in each category.
- Are you going to keep this list and then create a revised list from the input.

Dan Clark

- Going to put out a social and traditional media survey and then Town Hall Meeting on April 1 at 6pm to put together the information

Steve Morgan

- Asked Chip how much he was going to rely on Justin and if we keep doing this to him we need to pay him something so need to deal with it at the next meeting.

10. Discussion And Approval By Minute Motion Of A Funding Request For The Petroglyph Rock Art Festival **Clark**

Dan Clark

- Presented staff report
- Provided handouts of the 50th Anniversary costs to Council and copies were available in the City Clerk's office.
- Asked Chief Strand to discuss estimates of costs for Police and PACT to assist with in-kind service for Saturday street fair and wine walk
 - Justin O'Neill – gave parameters of street fair and wine walk for estimates and discussed public safety issues, lighting, and insurance issues. There will be 3 stages with music for both events and discussing other street music.

Ron Strand

- Estimates \$2000 of in-kind

Dan Clark

- Total in-kind would be approximately \$5000 and requesting a \$10,000 monetary donation for this function.
- Increased from the previous request due to the inability of the Chamber of Commerce to provide monetary funding
- Reviewed estimates of revenues based on conservative numbers provided with the assistance of Mrs. McQuiston.
- Anticipate \$33,000 in increase sales tax
- Anticipate \$7800 in increased TOT tax
- Overall revenue should be about \$41,000 to the City.
- Have two fund raisers planned including a golf tournament similar to the 50th and a pancake breakfast.
- There are no guarantees but did raise \$17,000 for 50th and this signature event has opportunity to generate revenue for the general fund.
- Asking for \$5000 in-kind with \$10,000 cash contribution.
- Possibly could be more successful if event is pushed out another year but believes it will be successful with the months of planning already taken place.

Jim Sanders

- Glad to see a budget and have some concerns about it being part of the agenda packet.

Public comment opened at 8:52 p.m.

Jerry Taylor

- Resolution 12-72 created the tourism district allocating 2% of TOT and the wording talks about a management district plan and don't understand because the purpose of the 2% was for RACVB to do promoting for events such as these. \$200k is being generated.
- Support the event but questioned who should be paying for it.

Ron Porter

- Believe the money should come from the tourism district and also from the \$100k given to the chamber of commerce.
- Have concerns about other people who might want money for their events and not receiving it.
 - Dan Clark – chamber did refuse to fund due to their by-laws but believe the city, RACVB, and chamber should be together on this.
- Understand and by-laws can interfere but feel the chamber should be a major player in this and is right in what should be considered their function for other businesses that will receive revenues from the event
- Also question the funding not coming from TOT.

Tom Wiknich

- One comment that makes the hair stand up on the back of my neck and that is the idea of taking a volunteer and start paying him without advertising. There are a lot of volunteers in this community who may need to be paid. Make it competitive and let others try to get the position.

Justin O'Neill

- Gave numbers from TOT taxes and other costs stated during the presentation.
- City will get this money back quickly and encouraged council to act quickly to keep the momentum going within the community. Signature events have to be developed slowly and are responsible to bring in persons to help cover the costs. There are three goals which will replace the funding.

Chip Holloway

- In-depth discussion at the RACVB today with same concerns so voted to give director 2 options, either delay the event or take the advice of the expert who has spoken. So many times we seek expert advice and then don't take it and cut corners. Everybody can give an argument on both sides.
- Biggest reason to fund this is the community is hurting right now due to furloughs, budget cuts, etc. Imperative that we are in the game because we have a clear path of getting that money back into the City's coffers.

Chip Holloway *(continued)*

- Initially concerned about supporting this but very comfortable with Ramon working on this. Only caveat is still want to give finance director and city manager to put this into the next budget FY2014-15.

Lori Acton

- Keep hearing this is not the City's job, but this is for the City to drive revenue to pave streets and fix things.
- We want to put us on the map so people will come here and spend money.
- The base is defense and as technology moves ahead they won't need as many people.
- We need to find other forms of generating revenue.
- I support this as the right thing to do.

Jim Sanders

- Asked about the average TOT without the event and what the estimated increase would be.
 - Dan Clark - TOT is down but have not reviewed the numbers
 - Chip Holloway – typically TOT is down on weekends
- Love the idea and support in-kind donations but agree with chip additional funding needs to come from next year's budget.

Steve Morgan

- Been here so many times, can't make an omelet without breaking some eggs
- This is opportunity for us to create an annual signature event.
- There will be difficulties that we do not know right now.
- I am going to support this with caveat to only use next year's budget which gives us a good idea of final numbers and where to spend money in other areas.

Motion To Approve By Minute Motion A Request For Funding And In-Kind Services In The Amount not to exceed \$15,000 and budgeted in the 2014-15 budget year For The 2014 Petroglyph Rock Art Festival Made By Council Member Acton, Second By Council Member Morgan. Motion Carried By Roll-Call Vote Of 5 Ayes (Mayor Clark, Council Members Holloway, Sanders, Acton, And Morgan); 0 Noes; 0 Abstain; And 0 Absent.

COMMITTEE REPORTS

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

Members: Jim Sanders, Dan Clark
Meetings: 3rd Tuesday of the Month at 4:00 P.M., Kerr-McGee Center
Next Meeting: To Be Announced

Jim Sanders

- No report

Veterans Advisory Committee

Members: Dan Clark

Meetings: 1st and 3rd Tuesday of the Month At 6:30 p.m., Kerr McGee Center

Next Meeting: To Be Announced

Dan Clark

- Working on 501-3C
- Working on telecommunications for seniors and veterans
- This allows veterans and seniors the opportunity to correspond with County without having to travel to Bakersfield.

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Chip Holloway

Meetings: 1st Wednesday Of The Month, 8:00 A.M.

Next Meeting: Date and Location To Be Announced

Chip Holloway

- Sent Ridgecrest brochures to Palm Springs CVB for the San Diego Trade Show held in March 2014. Brochures sent were Ridgecrest Visitor Guide (300), 2014 Wildflower Festival (Tri-Fold 300) and Death Valley National Park (booklet 400).
- Long Beach Travel Adventure Show held, February 8 and 9, 2014. Doug Lueck and Kari Hunter from RACVB as well as Harris Brokke of Maturango Museum passed out 1,800 bags with Ridgecrest information and 12,000 single hand-outs. Advised 32,000 attended for 2 days.
- Inyokern sign on Highway 14 N. in bad shape, Mike Thomas will work with sign owner to rebuild and sign owner agreed to have RACVB on rebuilt sign.
- Ordered 2 new brochure racks for Hotels/Motels as well as 1,600 Death Valley brochure information.
- February 21, 2014 Doug Lueck attended Antelope Valley Board of Trade Business Outlook Conference "Breaking Boundaries". *It's about thinking "outside the box" and change which change can be challenging, but it can also be rewarding and fun.* It was held at Mojave Airport.
- February 27, 2014 – The 2014 IWV Economic Outlook Conference attended by Doug Lueck and Harris Brokke of Maturango Museum who shared.
- Steve Brown, Editor and Publisher from "The Sun Runner", has offered a FREE one page ad in "The Sun Runner" for the Wildflower Festival to be held April 11-13, 2014.
- March 11, 2014 Greater Palm Springs CVB welcoming 8 French tour operators on a FAM visit of California's Desert Region. As part of tour, group will stay in Ridgecrest for 1 night needing 8 rooms.
- FILMING: For month of February we had ZERO films. As of March 5, 2014, at this time 3 permits for filming and working with Elaine Hanson at BLM.
- GOING BLACK FOR APRIL Board of Directors meeting. Next Board of Directors meeting will be Wednesday, May 5, 2014, location to be determined.

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Steve Morgan

- Question regarding codification committee, have not met due to an issue with legal staff. Hoping to get legal staff to hold brief meetings prior to council and difficult getting all participants in attendance, still moving forward.
 - Keith Lemieux – asked about teleconferencing
- Is being discussed

CITY MANAGER REPORT

Dennis Speer

- West Ridgecrest Boulevard bid opening held Thursday and documents are being analyzed, appears there is a successful bidder.

MAYOR AND COUNCIL COMMENTS

Lori Acton

- Asked to put current water ordinance on the agenda as ours does not match the water district ordinance. Currently in overdraft and City needs to look at our ordinance and discuss issues. Asking for first meeting of April
- Aqua-Helio is currently on hold, county is revising the EIR
- Indian wells valley sustainability plan, county hired consultants who took every water report and gave a synopsis. Have torn options of what is going to be done with the community. Important that everyone gets involved because it affects all of us.
- Lancaster made the news about their homes being net zero and they are doing well. We used to say we would be the next silicon valley so would like us to be proactive.

Jim Sanders

- Interested in discussing the water policy also.
- Attended County Supervisor meeting yesterday and listened to report on aquifer. We have been in serious overdraft for decades and now it is more critical than previously anticipated.
- Conservation alone will not solve the problem but is part of the solution.
- It is within the Council's due diligence to see what we can do to save water, be smart, but not hurt services to the city.
- All stakeholders drawing from the aquifer does not solve the issue but there are things we can do together to help solve the issues.
- Asked Council and public to bring their ideas to the meeting

Chip Holloway

- Attended executive board meeting league of California cities. SB 1262 is a medical marijuana bill which requires local control and gives priorities for obtaining a card. Spoke on support of a manufacturing facility in our area based on a tour of a pharmaceutical facility toured. Spoke on other bills that will not make it to the ballot. Do not support recreational marijuana or massage parlors issues.
- Attended the onsite energy sustainable regarding biomass and other alternative fuels and saw Ray Arthur. Fresno defunded their film commission and he is now in the wastewater department
- One technology won the innovation award in wastewater treatment that could save the city a minimum of 20 million in the new facilities.

Steven Morgan

- Recognized a contingent of Australians working at China Lake and the HOU group from Britain and will be hosting the Tornados soon. Very interesting to work an Australian C130 followed by a British C130. Reminded citizens we should be very courteous of visitors in our community
- Future meeting would like to engage state legislatures regarding the Trona Searles road which still has a portion that is gravel which is not acceptable. Need to try to have Hwy 178 be a State highway all the way to Hwy 190. Believe we need this to maintain our economy and provide a way to maintain the road.
- Would like the City Attorney at the next meeting to discuss a sole source contract for Justin O'Neill including the legalities. He has shown specific expertise that can make the case and up to now he has done a lot of work as a volunteer and believes he could be beneficial as a paid contractor.
- Each Council Member in their own way has been watchful of what has been going on with the water. The idea that we can actually do something about it vice the concept we are not doing anything is way out of line. I believe Aqua-Helio was an opportunity because if you look at the building blocks in place and take everything into consideration, if Kern County is truly going to maintain the water and Ridgecrest needs the water, LAWPD aqueduct is difficult, in my mind an opportunity exists that if we truly need to import water there is a resource with Aqua-Helio. California City will be extremely upset but there is an opportunity. We have done cash for grass projects in the past and can consider it again. When talking about the wastewater plant we have talked about having a purple pipe to utilize the reclaimed water. Now is the time to get more excited. I appreciate everything I have received from Council Members, staff, and public and it makes this part-time job more time consuming but that is why I ran for election all those years and am extremely honored this Council thought enough of me to allow me to complete Jason Patin's term. I spend 30+ hours per week keeping up to date on every issues and the rest of the council is exactly like me. I appreciate that more than anyone will ever know. Perhaps we can make new roads on these issues and it is an honor to serve with each of the Council.

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Dan Clark

- Would entertain the water ordinance discussion
- Met with Sierra Sands management regarding the education component of the Petroglyph Festival and it was received well.
- Need Council's help April 26 from 8am-12pm for the golf tournament
- Elks have given commitment for pancake breakfast and will need council help serving at the event.
- Sent a vendors list and all vendors will be handmade items only.
- Board of supervisors meeting, supervisor Gleeson did come up with a \$250k funding for hard line data. Definition for urgency ordinance is 'sudden and unexpected'. Their legal staff says our water concerns do not qualify. *(Showed a graph on the water availability)*
- Supervisor Gleeson's EIR study for the hard data is great but did not get a definitive decision or action today.
- Attended PACT dinner for volunteers who gave 20,000 hours this year
- Outlook conference, festivals, rebranding and revitalization of old town were the focus and we are trying to do all three in this community
- Attended change of command and said goodbye to commander lazar
- Met Captain Wiley and feel good about his leadership
- Read a card received in the mail commending this City.
- Thanked everyone for attendance and comments

ADJOURNMENT at 9:45 p.m.

Rachel J. Ford, CMC
City Clerk

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

SUBJECT:

Introduction And First Reading, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Municipal Code Section 9-8 With Respect To Vacant, Distressed and Boarded Buildings, Registration and Monitoring Fees.

PRESENTED BY:

Ronald N. Strand – Chief of Police

SUMMARY:

The intent of the following ordinance is to amend section 9-8 of the Ridgecrest Municipal Code as it relates to the registration and monitoring of vacant buildings in the city of Ridgecrest. The current ordinance does not require the registration of vacant, distressed or boarded buildings. The amended ordinance will require property owners to register their vacant buildings with the City and under certain circumstances pay a registration and monitoring fee. A registration and monitoring fee waiver process was included in the revised ordinance.

The intent of this amendment is to enable to the City to better manage and hold accountable property owners who allow their vacant, distressed or boarded buildings to become a liability to adjacent properties.

These changes have been reviewed and approved to form by the City Attorney

Recommended Motions:

Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Amending §§ 9-8 Of The Ridgecrest Municipal Code With Respect To Agencies, Commissions, Boards, And Committees.

Requires A Second

Motion To Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Amending §§ 9-8 Of The Ridgecrest Municipal Code With Respect To Agencies, Commissions, Boards, And Committees

Requires A Second

FISCAL IMPACT:

Revenue Associated with Registration and Monitoring Fees

ACTION REQUESTED:

Approve recommended motions

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve recommended motions

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

Ron Strand

Action Date: March 19, 2014

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ORDINANCE NO. 14-XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIDGECREST AMENDING THE
RIDGECREST MUNICIPAL CODE CHAPTER 9, ARTICLE 8 WITH REGARD TO AGENCIES,
COMMISSIONS, BOARDS, AND COMMITTEES**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIDGECREST as follows:

1. Purpose

This ordinance amends the Ridgecrest Municipal Code with respect to Article 8 – Agencies, Commissions, Boards, and Committees as it relates to the registration and monitoring of vacant buildings in the city of Ridgecrest. The current ordinance does not require the registration of vacant, distressed or boarded buildings. This amended ordinance will require property owners to register their vacant buildings with the City and under certain circumstances pay a registration and monitoring fee. A registration and monitoring fee waiver process was included in the amended ordinance.

2. Amendment

The following Chapter 9, Article 8 is hereby amended to read as follows:

Article 8. – Agencies, Commissions, Boards and Committees

9-8. – Monitoring Fee on Certain Vacant, Boarded or Distressed Buildings

9-8.1 – Vacant, Boarded or Distressed Buildings Findings

9-8.2. – Definitions

9-8.3 – Vacant, Distressed and Boarded Building Registration and Monitoring Fees

9-8.4. – Procedure

9-8.5 – Failure to Pay Fee

9-8.6 – Penalties

9-8. – Monitoring Fee on Certain Vacant, Boarded or Distressed Buildings

9-8.1 – Vacant, Boarded or Distressed Buildings Findings

Vacant buildings are a major cause and source of blight in residential and non-residential neighborhoods, especially when the owner of the building fails to maintain and manage the building to ensure it does not become a liability to the neighborhood. Vacant buildings often attract transients, homeless people, and criminals including molesters and drug abusers. Use of vacant buildings by transients and criminals who may employ primitive cooking or heating methods, creates a risk of fire for the vacant building and adjacent properties. Vacant properties are often used as dumping grounds for

junk and debris and are often overgrown with weeds and grass. Long term and/or boarded up vacant buildings discourage economic development and suppress appreciation adversely affect adjacent property values.

One vacant property, which is not actively being managed and maintained, can be the core and cause of spreading blight.

Because of the potential economic and public health, welfare, and safety problems caused by vacant buildings, the City needs to register and monitor vacant buildings every ninety (90) days, to ensure they do not become attractive nuisances, are not used by trespassers, are properly maintained both inside and out, and do not become a blighting influence in the neighborhood. City departments involved in such monitoring; include the Community Development Department, the Public Works Department, and the Police Department. There is substantial cost to the City for monitoring vacant buildings, whether or not those buildings are boarded up.

This cost should not be borne by the general taxpayers of the community but rather by those who choose to leave their buildings vacant.

9-8.2. – Definitions

The following terms are defined for the purpose of this section:

Vacant Building means a residential or commercial building designed for human use or occupancy that is unoccupied or occupied by unauthorized persons for more than ninety (90) days.

Distressed shall mean a property that meets any of the following conditions:

(i) is under a current notice of default; (ii) is under a current notice of trustee's sale; (iii) is pending a tax assessor's lien sale; (iv) has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; or (v) has been transferred under a deed in lieu of foreclosure.

Boarded Building means a building in which at least 30% of the window and door surfaces has been covered over with plywood or other material for the purpose of preventing entry into the building by persons or animals.

9-8.3 – Vacant, Distressed and Boarded Building Registration and Monitoring Fees

a) Fee Imposed. There is hereby imposed upon every owner of a vacant, distressed or boarded building an annual vacant, distressed or boarded building registration fee and monitoring fee in an amount to be set by resolution of the City Council. The Registration Fee and Monitoring Fee shall not exceed the estimated reasonable cost of registering and monitoring the vacant, distressed or boarded

buildings. The Registration Fee and Monitoring Fee shall be payable as to any vacant, distressed or boarded building, residential or non-residential, which:

1. Is boarded up by voluntary action of the owner or tenant, or anyone on the owner's or tenant's behalf, or as the result of enforcement activities by the City;
2. Is vacant for more than ninety (90) days for any reason; or
3. Is distressed per the definitions in 9-8.2 of this section.

b) Fee Waiver. The Registration and Monitoring Fee shall be waived upon a showing (by the filing of a Registration and Monitoring Fee waiver form) by the owner that:

1. (i) The owner has obtained a building permit, if required, and is working diligently to prepare the premises for occupancy, and (ii) the building and grounds meet all applicable codes; or
2. The vacant, distressed, or boarded building meets all applicable codes and is actively being offered for sale, lease, or rent.

The registration and Monitoring Fee waiver form shall be available at the Ridgecrest Police Department or on the Ridgecrest Police Department's website.

Any owner may apply for a waiver of the Registration and Monitoring Fees on the grounds set forth in this subsection by submitting a completed registration and monitoring fee waiver form to the Chief of Police within thirty (30) days after the billing is mailed to the owner. The Chief of Police or his/her designee shall review the waiver form and may contact the owner to discuss the application for waiver. The Chief of Police shall prepare a written decision which shall be mailed to the owner.

Any person who is liable for the Registration and Monitoring Fee may appeal the decision of the Chief of Police by filing a notice of appeal with the City Clerk not later than twenty (20) calendar days from the date of mailing of the written decision of the Chief of Police. The City Manager shall hear the appeal within thirty (30) days from the date of the filing of the notice of appeal. The person appealing the decision shall be given not less than ten (10) days written notice of the time, date and location of the hearing.

The City Manager shall consider evidence on only those issues set forth in subsection 9-8.3 (b). The decision of the City Manager shall be final.

9-8.4. – Procedure

The Monitoring Fee shall be billed to the owner of the property on a quarterly basis.

The registration shall be valid for one year starting on the registration date. The owner of the property is required to renew the registration every year that the property is vacant, boarded, or distressed.

If the building is sold, or if any of the above information changes, notification shall be made to the Ridgecrest Police Department within fifteen (15) days, so appropriate action may be taken.

Absentee Owner(s) is an owner who lives within 60 miles of the vacant, boarded, or distressed building may designate himself or herself as the responsible agent. An owner who lives more than 60 miles from the vacant, boarded or distressed building shall designate a responsible agent who lives within or whose place of business is within the City of Ridgecrest. The responsible agent is authorized to act on behalf of the owner with regard to all Ridgecrest Municipal Code requirements, including the acceptance of all official notices on behalf of the owner. The responsible agent shall be an authorized agent and signatory of the owner.

Designation of a responsible agent does not relieve the owner of any obligation.

9-8.5 – Failure to Pay Fee

If the registration or monitoring fee is not paid (including late fees) within sixty (60) days after billing or within sixty (60) days after the decision of the City Manager becomes final, the City Manager may order the fee to be specially assessed against the property. The City Manager shall confirm the assessment, which may thereafter be collected at the same time and in the same manner as ordinary real property taxes are collected, and shall be subject to the same penalties, procedures, and sale in case of delinquency as provided for ordinary real property taxes. Laws applicable to the levy, collection, and enforcement of real property taxes are applicable to the special assessment. The City Manager may also cause a Notice of Lien to be recorded. The Notice shall, at a minimum, identify the record owner or possessor of the property, as set forth in the last known address of the record owner or possessor, a description of the real property subject to the lien, and the amount of the lien.

9-8.6 – Penalties

Any person violating any provision of this code which either prohibits or makes mandatory the doing of any act is guilty of an infraction. On conviction of any infraction, any person found to be in violation shall be fined no more than one hundred (\$100.00) dollars for a first offense within any twelve month period; or no more than two hundred-fifty (\$250.00) dollars for a second conviction within any twelve month period; or no more than five hundred (\$500.00) dollars for a third or more conviction within any twelve month period. For each day a violation exists, a separate crime shall be deemed to occur.

PASSED, APPROVED, AND ADOPTED by the Ridgecrest City Council on March 19th, 2014, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daniel O. Clark, Mayor

ATTEST:

Rachel J. Ford, cmc
City Clerk

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