



**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 4, 2015

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

(760) 499-5000

**Peggy Breeden, Mayor
James Sanders, Mayor Pro Tempore
Lori Acton, Vice Mayor
Eddie B. Thomas, Council Member
Mike Mower, Council Member**

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LAST ORDINANCE NO. 15-01
LAST RESOLUTION NO. 15-18

CITY OF RIDGECREST

CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY

AGENDA

Regular Council
Wednesday March 4, 2015

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. William Dale Howard
- GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation - Squillacote v. Frid
- GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – Eva Balfour v. City Of Ridgecrest
- GC54956.9 (d) (4) Conference With Legal Counsel – Potential Litigation – Public Disclosure Of Potential Litigant Would Prejudice The City Of Ridgecrest
- GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation - NORTH COAST RIVERS ALLIANCE, PESTICIDE FREE ZONE, INC., HEALTH AND HABITAT, INC., and GAYLE MCLAUGHLIN, v. CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE, KAREN ROSS, and DOES I-XX Respondents and Defendants, and DOES XXI-CC Real Parties in Interest

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
- Other

PUBLIC COMMENT

PRESENTATIONS

1. Presentation of Employee Service Awards Council

CONSENT CALENDAR

2. Accept For Filing Investment Reports For Four Month Period Ending January 31, 2015 McQuiston
3. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving The Contract Change Orders For Numbers Six, Seven, Eight And Nine With The Contractor, Griffith Company, For The Sunland Avenue Project From East Ridgecrest Boulevard To Upjohn Avenue And Authorize The City Manager, Dennis Speer, To Sign The Change Order Numbers Six, Seven, Eight And Nine Speer

4. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving Contract Change Order Numbers Twenty-One, Twenty-Two And Twenty-Three With The Contractor, Griffith Company, For The West Ridgecrest Boulevard Project And Authorize The City Manager, Dennis Speer, To Sign The Change Order Numbers Twenty-One, Twenty-Two And Twenty-Three Speer
5. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Meeting Dated February 4, 2015 Ford
6. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Meeting Dated February 18, 2015 Ford

PUBLIC HEARING

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

DISCUSSION AND OTHER ACTION ITEMS

8. Discussion And Approval Of Development Impact Fee Payment Plan With Vimco Venture, Inc., Approve Resolution And Authorize Finance Director To Execute Agreement McQuiston
9. Executive Summary And Discussion Of Fiscal Year 2014-2015 Budget Projections McQuiston
10. Discussion And Possible Termination Of The Nossaman, LLP, Professional Services Agreement Speer

ORDINANCES

11. Introduction And First Reading, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code Chapter 6, Article 24 With Regard To License Tax Rates And Classifications McQuiston

OTHER DISCUSSION AND ACTION ITEMS

12. Discussion And Authorization To Submit A Letter Of Opposition Of The Department Of Finance Redevelopment Agency Dissolution Trailer Bill To The Honorable Adrin Nazarian, Assembly Budget Subcommittee On State Administration #4 Lemieux

COMMITTEE REPORTS

(Committee Meeting dates are subject to change and will be announced on the City website)

City Organization and Services Committee

Members: Lori Acton; Mike Mower
Meeting: 4th Wednesday each month at 5:00 p.m. as needed
Location: Council Conference Room B

Infrastructure Committee

Members: Jim Sanders; Mike Mower
Meeting: 2nd Thursday each month at 5:00 p.m. as needed
Location: Council Conference Room B

❖ Ad Hoc Water Conservation Committee

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

Parks, Recreation, and Quality of Life Committee

Members: Eddie Thomas; Lori Acton
Meeting: 1st Tuesday each month at 5:00 p.m. as needed
Location: Kerr-McGee Center Meeting Rooms

❖ Ad Hoc Youth Advisory Council

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

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

Members: Eddie Thomas; Lori Acton
Meeting: 3rd Tuesday every other month at 4:00 p.m. as needed
Location: Kerr McGee Center Meeting Rooms

Ridgecrest Area Convention And Visitors Bureau (RACVB)

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

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORT

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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

SUBJECT:
Service Award Presentations

PRESENTED BY:
Mayor and City Council members

SUMMARY:
Service recognition awards presented by the Ridgecrest City Council to employees who have reached milestones of five (5) or more years of employment with the City of Ridgecrest.

25 Years
John Bracken

10 Years
Kelly Brewton

FISCAL IMPACT: NONE
Reviewed by Finance Director

ACTION REQUESTED:
Presentation of certificates to the employees by City Council members.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:
Present Service Awards

Submitted by: Ricca Charlon

Action Date: March 4, 2015

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

SUBJECT:

Investment Reports for four month period ending January 31, 2015

PRESENTED BY:

Rachelle McQuiston, Finance Director/City Treasurer

SUMMARY:

Government Code Section 53646 and the City's Investment Policy require that Treasurer of the City of Ridgecrest submit a quarterly investment report to the City Council on a quarterly basis. The attached reports show the summary of investments for the four month period ending January 31, 2015. The reports show where the City's money is invested, value, yield and interest accrued.

Majority of the City's cash is invested in the Local Agency Investment Fund (LAIF) which is a money market fund that is administered by the State Treasurer. LAIF is a high quality investment in terms of safety, liquidity and yield which are the primary objectives of the City's investment policy.

The investments in the reports meet the requirements of the City of Ridgecrest's adopted investment policy.

FISCAL IMPACT:

None

ACTION REQUESTED:

Receive and file the attached investment report.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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City of Ridgecrest
INVESTMENT REPORT
For the four month period ending January 31, 2015

Investments	Balance 10/1/2014	Deposit	Withdrawals	Balance 12/31/2014	Current Yield	Interest Received for 2 Quarters
Union Bank of California-Checking	2,631,966.05	17,945,567.82	(18,743,496.41)	1,834,037.46		
LAIF Accounts-City	13,847,306.35	2,517,225.79	(2,800,000.00)	13,564,532.14	0.24%	17,225.79
LAIF Accounts-Assessment Dist	449,757.59	562.40	-	450,319.99	0.24%	562.40
LAIF Accounts-RDA	18,675,398.50	2,524,887.26	(876,000.00)	20,324,285.76	0.24%	24,887.26
Total Cash Balances	35,604,428.49	22,988,243.27	(22,419,496.41)	36,173,175.35		42,675.45

To the best of my knowledge, there are no misstatements of material amounts within this Treasurer's Cash Summary Report; or omissions of material amounts to cause the Treasurer's Cash Summary Report to be misleading.

I certify that this report accurately reflects all City of Ridgecrest investments and complies with the investment policy of the City as approved by the governing board.

**V. Rachelle
McQuiston**

Digitally signed by V. Rachelle McQuiston
 DN: cn=V. Rachelle McQuiston, gn=V. Rachelle McQuiston,
 c=United States, I=US, o=City of Ridgecrest, ou=Finance,
 e=rmcquiston@ci.ridgecrest.ca.us
 Reason: I am approving this document
 Location:
 Date: 2015-02-24 17:33-08:00

Reviewed by Rachelle McQuiston
 Finance Director

**Tess
Sloan**

Digitally signed by Tess Sloan
 DN: cn=Tess Sloan, gn=Tess Sloan, o=United States, I=US,
 o=City of Ridgecrest,
 ou=Finance Department,
 e=tsloan@ridgecrest-ca.gov
 Reason: I have reviewed this document
 Date: 2015-02-23 17:20-08:00

Prepared by Tess Sloan
 Assistant Finance Director

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

SUBJECT: Approve The Contract Change Orders For Numbers Six, Seven, Eight and Nine With The Contractor, Griffith Company, For The Sunland Avenue Project from East Ridgecrest Boulevard to Upjohn Avenue And Authorize The City Manager, Dennis Speer, To Sign The Change Order Numbers Six, Seven, Eight and Nine

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:
The Sunland Avenue Project from East Ridgecrest Boulevard to Upjohn Avenue has come to completion. The last of the change orders for contract additions and contract deletions to the project have been signed by the contractor, Griffith Company, Resident Engineer, Mike Bustos and City Engineer Loren Culp.

Change Order #6	Control excessive nuisance water and pump water out of open excavations. Includes all labor, materials, equipment	\$4,589.01
Change Order#7	Two Re-survey and stake proposed improvements for revised grades on cross gutter and sprandel at Sunland St. and Church Ave. and Sunland St and E. Ridgecrest Blvd. Includes labor, materials and equipment	\$ 990.00
Change Order #8	Time and material to remove existing asphalt concrete and subgrade materials at three (3) intersections 1) Sunland St. and California Ave. 2) Sunland St. and Church Ave. 3) Sunland St. and Wilson Ave. Includes labor, materials and equipment	\$37,447.65
Change Order #9a-9j.	Final Quality Adjustments on bid items throughout the Construction contract. There were additions and deletions	\$73,764.17
TOTAL		\$116,790.83

This project has been fully funded by Tax Allocation Bonds. The original Purchase Order has a dollar amount of \$922,250.00. The previous amendments to the Purchase Order were not based on the exact dollar amount of the previous change orders. The final contract amount as shown in change order number nine is 1,027,959.08. The amount to be added to Purchase Order #7369 is \$105,709.08.

The funding source for this project will come from 018-4760-430-4601 ST1402.

FISCAL IMPACT: None
Reviewed by Finance Director

ACTION REQUESTED:
Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving The Contract Change Orders For Numbers Six, Seven, Eight and Nine With The Contractor, Griffith Company, For The Sunland Avenue Project from East Ridgecrest Boulevard to Upjohn Avenue And Authorize The City Manager, Dennis Speer, To Sign The Change Order Numbers Six, Seven, Eight and Nine

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

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RESOLUTION NO. 15-xx

APPROVE THE CONTRACT CHANGE ORDERS FOR NUMBERS SIX, SEVEN, EIGHT AND NINE WITH THE CONTRACTOR, GRIFFITH COMPANY, FOR THE SUNLAND AVENUE PROJECT FROM EAST RIDGECREST BOULEVARD TO UPJOHN AVENUE AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE CHANGE ORDER NUMBERS SIX, SEVEN, EIGHT AND NINE

WHEREAS, The Sunland Avenue Project from East Ridgecrest Boulevard to Upjohn Avenue has come to completion; and

WHEREAS, The last of the change orders for contract additions and deletions to the project has been signed by the contractor, Griffith Company, Resident Engineer, Mike Bustos and City Engineer Loren Culp; and

WHEREAS, Change Order #6 was to Control excessive nuisance water and pump water out of an open excavation. This included all labor, materials, equipment for a fee of \$4,589.00; and

WHEREAS, Change Order#7 was to have two re-surveying and re-staking proposed improvements for revised grades on cross gutter and spandrel at Sunland Street and Church Avenue and Sunland Street and East Ridgecrest Boulevard. This included all labor, materials and equipment for a fee of \$990.00; and

WHEREAS, Change Order #8 was on a time and material basis to remove existing asphalt concrete and subgrade at three (3) intersections 1) Sunland Street and California Avenue 2) Sunland Street and Church Avenue 3) Sunland Street and Wilson Avenue. This also included labor, materials and equipment for a fee of \$37,447.65; and

WHEREAS, Change Order #9a-9j.was for the Final Quality Adjustments on bid items throughout the complete construction contract. There were additions and deletions for a fee of \$73,764.17; and

WHEREAS, the total dollar value for the change orders are \$116,790.83; and

WHEREAS, this project is fully funded by Tax Allocation Bonds; and

WHEREAS, the original Purchase Order has a dollar amount of \$922,250.00; and

WHEREAS, the final contract amount as shown in change order number nine is 1,027,959.08; and

WHEREAS, the amount to be added to Purchase Order #7369 is \$105,709.08; and

WHEREAS, the funding source for this project will come from 018-4760-430-4601 ST1402.

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

1. Approves the Change Order Numbers Six, Seven, Eight, and Nine to Griffith Company to provide Services additions and deletions to the Sunland Avenue Project from East Ridgecrest Boulevard to Upjohn Avenue at the cost of \$105,709.08.
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 Change Order Numbers Six, Seven, Eight, and Nine to Griffith Company

APPROVED AND ADOPTED this 4th day of March 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST

Rachel J. Ford, CMC
City Clerk



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

6

DATE:

12/29/14

Project Name: Sunland Street Rehabilitation and Resurfacing Project

Willdan Project #: 102356

Purchase Order No.: 007369

Contractor: Griffith Company

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

As directed by the City of Ridgecrest, Griffith Company is to provide all traffic control and quality control required for change order work.	Cost	(working days)
Original contract amount:	\$ 899,049.00	45
Previous Change Order No(s). amount(s) to:	\$ 12,119.25	0
Current Change Order No. (6) amounts to:	\$ 4,589.01	0
Total increase to contract to date:	\$ 16,708.26	0
Revised contract amount:	\$ 915,757.26	45
Percentage of total increase to contract amount to date:	1.86%	

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item	Description	Contract Qty	Change Order Qty	Adjusted Contract Quantity	Unit	Unit Cost	Change order Cost	Time Ext. Working Days
6	Time and materials to control excessive nuisance water and pump water out of open excavations. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markups, required to complete the extra work. Refer to Daily Extra Reports #92403, 92404, 92405, 92406, 92407.	0.00	1	1	LS	\$4,589.01	\$ 4,589.01	0

TOTAL THIS CHANGE ORDER: \$ 4,589.01 0

Requested: Mickles
Construction Manager/Resident Engineer

Date: 1/15/15

Approved: _____
City Engineer

Date: _____

Approved: _____
Public Works Director

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: **GRIFFITH COMPANY**
Contractor

Date: 1/13/15

By: LUCAS J. WALKER
REGIONAL MANAGER

Title: _____

CCO #6 Backup - DEWR #92403

GRIFFITH COMPANY
DAILY EXTRA WORK REPORT



JOB NO. 30590 CCO NO. 30.800.02 REPORT NO. 92403
 CONTRACT I.D. CODE _____ DATE PERFORMED 6/30/2014 AUTHORIZED AMOUNT \$ T&M _____
 DATE OF REPORT 7/24/2014 PREVIOUS EXPENDITURE _____
 LOCATION OF WORK CITY OF RIDGECREST Today \$ \$1,137.86
 DESCRIPTION OF WORK NUISANCE WATER To Date \$ \$1,137.86

#		Hour Type ST/OT/DT	HOURS	HOURLY RATE*	EXTENDED AMOUNTS
LABOR					
99030	PRIMITIVO FELIX LUIS ORTEGA	Laborers	ST 2.00	49.53	99.06
97646	CLARENCE PAUL SISCO	Operating Engineers	ST 2.00	67.90	135.80
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
SUBTOTAL					\$234.86

* LABOR SURCHARGE 12% STANDARD TIME LABOR SURCHARGE TOTAL 12% 28.18
 * LABOR SURCHARGE 11% OVERTIME LABOR SURCHARGE TOTAL 11% -
 SUBSISTENCE NO. @ \$ _____
 TRAVEL EXPENSE NO. @ \$ _____
 OTHER _____

TOTAL COST OF LABOR (A) \$263.04

EQUIPMENT					
8124	PICKUP TRUCK (F250 / 10000 LB)		2.00	27.33	54.66
8264	PICKUP TRUCK (F250 / 10000 LB)		2.00	27.33	54.66
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
TOTAL COST OF EQUIPMENT (B)					\$109.32

MATERIALS					
UNITED	GENERATOR 6.0-6.4 KW & PUMP 2" SUBMERSABLE 110V				310.68
HOME DEPOT	PVC PURCHASE # 8097027				260.66
TOTAL COST OF MATERIALS (C)					571.34

SUBCONTRACTORS					
TOTAL COST OF SUBCONTRACTORS (D)					-

The above record is complete and correct

FOR OFFICE USE ONLY			
Pd on Est. No. _____	Labor markup: 35%	(A)	92.06
Checked by _____	Equipment markup: 15%	(B)	16.40
	Material markup: 15%	(C)	85.70
	Markup on Approved Subcontractor		
	10% up to first \$5000		-
	5% above first \$5000		-
	Subtotal for Subcontractor Markup	(D)	-
	Subtotal		1,137.86
	Bond 1%		
	TOTAL BILLING		1,137.86

Contractor's Representative _____

Customer's Representative _____

Check here if agreement will be for hours of labor & equipment only

Initial here if work is in accordance with Subsection 3-5, "Disputed Work" of the SSPWC.

United Rentals

BRANCH 555
1242 WEST JUNCTION RD
RIDGECREST CA 93555-7356
760-446-7428
760-446-5132 FAX

Job Site

GRIFFITH COMPANY
RIDGECREST AND DOWNS
X:RIDGECREST@DOWNS
RIDGECREST CA 93555
Office: 661-392-6640 Cell: 661-392-6640

#87305

RENTAL RETURN INVOICE

120800695-001

Customer # : 1259048
Invoice Date : 07/01/14
Rental Out : 06/30/14 03:00 PM
Rental In : 07/01/14 03:23 PM
UR Job Loc : RIDGECREST AND DOWNS
UR Job # : 19
Customer Job ID:
P.O. # : 30590
Ordered By : GARY
Written By : JODY GAUNT
Salesperson : GEORGE GARCIA

GRIFFITH COMPANY XXXXXXXXXXXX
3050 E BIRCH ST
BREA CA 92821-6248

Invoice Amount: \$310.68

Terms: Due Upon Receipt
Payment options: Contact our credit office 761-539-2418
SHIP TO: UNITED RENTALS NORTH AMERICA INC.
FILE 51122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:		Minimum	Day	Week	4 Week	Amount
Qty	Equipment Description					
1	817319 GENERATOR 6.0-6.4 KW Make: MWD EQUIP. Model: MOK600CH Serial: H0022990	94.00	94.00	286.00	669.00	94.00
1	10152962 PUMP 2" SUBMERSIBLE 110V Make: MULTIQUIP Model: ST2037 Serial: 538880	52.00	69.00	211.00	418.00	69.00
2	525/0220 DISCHARGE HOSE 2" X 50' CUSTOMER BROUGHT BACK	13.25	13.25	36.75	74.50	26.50
Rental Subtotal:						189.50
SALES/MISCELLANEOUS ITEMS:		Price	Unit of Measure	Extended Amt.		
Qty	Item					
1	ENVIRONMENTAL CHARGE	[RSV/MCI] .500	EACH	.50		
1	DELIVERY CHARGE	97.000	EACH	97.00		
Sales/Misc Subtotal:						97.50
Agreement Subtotal:						287.00
Tax:						23.08
Total:						310.68

REC'D CORP

SENT TO
JUL 10 2014
Bakersfield

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

01.2854 (1/8) 0.435 84931521.913 020303025 2-3 0

United Rentals

BRANCH 155
1541 WEST JAYCROW RD
RIDGECREST CA 93555-2355
761-448-7722
761-448-5122 FAX



RENTAL RETURN INVOICE

120800695-001

Job Site

GRIFFITH COMPANY
RIDGECREST AND DOWNS
X:RIDGECREST@DOWNS
RIDGECREST CA 93555
Office: 661-392-6640 Cell: 661-392-6640

Customer # : 1259048
Invoice Date : 07/21/14
Rental Out : 06/30/14 03:00 PM
Rental In : 07/01/14 03:23 PM
DR Job Loc : RIDGECREST AND DOWNS
DR Job # : 19
Customer Job ID:
P.O. # : 30590
Ordered By : GARY
Written By : JOCK GAUNT
Salesperson : GEORGE GARCIA

GRIFFITH COMPANY XXXXXXXXXXXX
3050 E BIRCH ST
BREA CA 92821-6248

Invoice Amount: \$310.68

Terms: Due Upon Receipt
Payment options: Contact our credit office 761-448-2418
SHIPPED TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 5122
LOS ANGELES CA 90074-1122

RENTAL ITEMS	Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	1	817117	GENERATOR 6.0-6.4 KW Make: HMD EQUIP. Model: MGR6000 Serial: H0322990	94.00	94.00	286.00	669.00	94.00
1	1	1051942	PUMP 2" SUBMERSIBLE 110V Make: MULTIQUIP Model: ST2037 Serial: 538880	52.00	69.00	211.00	410.00	59.00
2	2	525/1320	DISCHARGE HOSE 2" X 50' CUSTOMER BROUGHT BACK	13.25	13.25	34.75	74.50	26.50
Rental Subtotal:								129.50
SALES/MISCELLANEOUS ITEMS:								
Qty	Desc	Price	Unit of Measure	Extended Am.				
1	ENVIRONMENTAL CHARGE	(RMV/MCL)	.500	EACH	50			
1	DELIVERY CHARGE	97.000	EACH	97.00				
Sales/Misc Subtotal:								97.50
Agreement Subtotal:								287.00
Tax:								23.68
Total:								310.68

30590
300.02

17 JUL - 7 2014

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF "THE RENTAL AGREEMENT" IS AVAILABLE UPON REQUEST.

Page: 1

United Rentals

BRANCH 355
1341 WEST DUNDEEN RD
RIDGECREST CA 93555-3336
760-468-7628
760-468-5172 FAX

Job Site

GRIFFITH COMPANY
RIDGECREST AND DOWNS
X:RIDGECREST&DOWNS
RIDGECREST CA 93555
Office: 661-392-6640 Cell: 661-392-6640

GRIFFITH COMPANY XXXXXXXXXXXX
3050 E BIRCH ST
BREA CA 92621-6248

RENTAL RETURN INVOICE

120855018-001



Customer # : 1259348
Invoice Date : 07/02/14
Rental Out : 07/02/14 09:50 AM
Rental In : 07/02/14 03:10 PM
UR Job Loc : RIDGECREST AND DOWNS
UR Job # : 15
Customer Job ID : 800-02
P.O. # : 30550
Ordered By : GARY
Written By : JODY GAUNT
Salesperson : GEORGE GARCIA

Invoice Amount: \$205.68

Terms: See Upon Receipt
Payment Options: Contact our credit mgr. @ 760-954-2814
SEND TO: UNITED RENTALS (NORTH AMERICA), INC.
FLE 6122
LOS ANGELES CA 90074-1122

RENTAL ITEM:	Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	617519	GENERATOR 6.0-6.4 KW	Make: HONDA EQUIP. Model: NGR630CH Serial: N0022990	94.00	94.00	386.00	669.00	94.00
1	26152762	PUMP 2" SUBMERSIBLE 110V	Make: MULTIQUT Model: ST2027 Serial: 538040	52.00	59.00	211.00	418.00	69.00
3	52510220	DISCHARGE HOSE 2" X 50'		13.25	13.25	34.75	74.50	26.50
Rental Subtotal:								189.50
VALVE/MISCELLANEOUS ITEMS:								
Qty	Item	Price	Unit of Measure	Extended Amt.				
1	ENVIRONMENTAL CIGARS	(ENV/MCI)	.500 EACH	.50				
Sales/Misc Subtotal:				.50				
Agreement Subtotal:				190.00				
Tax:				15.68				
TOTAL:				205.68				

SENT TO
JUL 15 2014
Bakersfield

Rec'd CORP
JUL 15 2014

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

812753 1148 0.035 6873921 214 62814206 23 0

Page: 2

United Rentals

BRANCH 355
1201 WEST JAYVON RD
RIDGECREST CA 93555-2354
756-666-7629
756-666-5132 FAX



RENTAL RETURN INVOICE

120885135-001

Job Site

GRIFFITH COMPANY
RIDGECREST AND DOWNS
X: RIDGECREST@DOWNS
RIDGECREST CA 93555
Office: 661-392-6640 Cell: 661-392-6640

Customer # : 1259048
Invoice Date : 07/03/14
Rental Out : 07/03/14 08:17 AM
Rental In : 07/03/14 02:21 PM
UR Job Loc : RIDGECREST AND DOWNS
UR Job # : 19
Customer Job ID:
P.O. # : 10590
Ordered By : GREGG BEAN
Written By : JODY GAULT
Salesperson : GEORGE GARCIA

GRIFFITH COMPANY XXXXXXXXXXXX
3050 E BIRCH ST
BREA CA 92821-6248

Invoice Amount: \$191.33

Terms: Due Upon Receipt
Payment options: Contact our credit office 761-929-3618
SEND TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES CA 90074-1122

QTY	Equipment	Description	Minima	Day	Week	4 Week	Subtotal	
1	317319	GENERATOR 6.0-6.4 KW Make: HONDA EQUIP. Model: HX6000H Serial: H0022990	94.00	94.00	286.00	669.00	94.00	
1	10152962	PUMP 2" SUBMERSIBLE 110V Make: HULTQUIP Model: ST2037 Serial: 538880	52.00	52.00	211.00	419.00	52.00	
1	52570220	DISCHARGE HOSE 2" X 50'	13.25	13.25	36.75	74.50	13.25	
SALES/MISCELLANEOUS ITEMS:							Rental Subtotal:	176.25
QTY	ISS	Price	Unit of Measure	Extended AMT.				
1	ENVIRONMENTAL CHARGE	(RM/MCI)	500	EACH			.00	
Sales/Misc Subtotal:							.00	
Agreement Subtotal:							176.25	
Tax:							15.08	
Total:							191.33	

*30590
Extra work ticket
0240*

7 2014

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

United Rentals

#RATC 429
 1181 WEST HUTCHINS RD
 RIDGECREST CA 93555
 760-465-7825
 760-465-9122 FAX

Job Site

GRIFFITH COMPANY
 RIDGECREST AND DOWNS
 X:RIDGECREST@DOWNS
 RIDGECREST CA 93555
 Office: 661-392-6640 Cell: 661-392-6640

112721 V8C435 6316421073 82823457 1-1 0



GRIFFITH COMPANY XXXXXXXXXXXX
 3650 R BIRCH ST
 BREA CA 92821-6249

RENTAL RETURN INVOICE

120885135-001

Customer # : 1259048
 Invoice Date : 07/03/14 08:17 AM
 Rental Out : 07/03/14 02:21 PM
 Rental In : 07/03/14 02:21 PM
 UR Job Loc : RIDGECREST AND DOWNS
 UR Job # : 19
 Customer Job ID : 800.02
 P.O. # : 30590
 Ordered By : GREGG BEAN
 Written By : JODY GAULT
 Salesperson : GEORGE GARCIA

Invoice Amount: \$191.33

Terms: Due Upon Receipt
 Payment options: Contact our credit office 761-928-2433
 BIRTH TO: UNITED RENTALS (NORTH AMERICA) INC.
 FILE 9122
 LOS ANGELES CA 90074-1122

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
1	817319	GENERATOR 6.0-6.4 KW Make: HND EQUIP. Model: HXK6000H Serial: H0012990	94.00	94.00	286.00	669.00	94.00
1	10182962	PUMP 2" SUBMERSIBLE 110V Make: MULTIQUMP Model: ST2037 Serial: 538880	52.00	59.00	111.00	418.00	59.00
1	525/1220	DISCRAPOR NOSE 2" X 50'	13.25	13.25	38.75	74.50	13.25
Rental Subtotal:							176.25
SALES/MISCELLANEOUS ITEMS:		Item	Price	Unit of Measure	Amount		Amount
1		ENVIRONMENTAL CHARGE	.500	EACH			.50
Sales/Misc Subtotal:							.50
Agreement Subtotal:							176.75
Tax:							14.58
Total:							191.33

Rec'd CORP
 JUL 14 2014

JUL 14 2014

SENT TO
 JUL 15 2014

Bakersfield

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

7

DATE:

1/12/15

Project Name: Sunland Street Rehabilitation and Resurfacing Project

Willdan Project #: 102356

Purchase Order No.: 007369

Contractor: Griffith Company

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

As directed by the City of Ridgecrest, Griffith Company is to provide all traffic control and quality control required for change order work.	Cost	(working days)
Original contract amount:	\$ 899,049.00	45
Previous Change Order No(s). amount(s) to:	\$ 16,708.26	0
Current Change Order No. (7) amounts to:	\$ 990.00	0
Total increase to contract to date:	\$ 17,698.26	0
Revised contract amount:	\$ 916,747.26	45
Percentage of total increase to contract amount to date:	1.97%	

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item	Description	Contract Qty	Change Order Qty	Adjusted Contract Quantity	Unit	Unit Cost	Change order Cost	Time Ext. Working Days
7	Time and materials to 1) re-survey and stake proposed improvements for revised grades at the southerly cross gutter and spandrel at Sunland Street and Church Ave, as directed by the Engineer, and 2) survey and stake proposed cross gutter at Sunland Street and Ridgecrest Blvd, as directed by the Engineer. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markups, required to complete the extra work. Refer to Daily Extra Report #100214.	0.00	1	1	LS	\$990.00	\$ 990.00	0

TOTAL THIS CHANGE ORDER: \$ 990.00 0

Requested: [Signature]
Construction Manager/Resident Engineer

Date: 2/13/15

Approved: [Signature]
City Engineer

Date: 2/18/15

Approved: _____
Public Works Director

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: GRIFITH COMPANY
Contractor

Date: 2/9/15

By: [Signature]
LUCAS J. WALKER
REGIONAL MANAGER

Title: _____

CCO #7 Backup

APPROVED AS CORRECTED

GRIFFITH COMPANY DAILY EXTRA WORK REPORT



JOB NO. 30590

CONTRACT I.D. CODE DATE PERFORMED 7/3/2014-7/10/14 DATE OF REPORT 9/30/2014 LOCATION OF WORK SUNLAND STREET REHAB DESCRIPTION OF WORK 2 MAN SURVEY CREW

CCO NO. 30.800.06 REPORT NO. 100214 AUTHORIZED AMOUNT \$ T&M PREVIOUS EXPENDITURE: Today \$ \$1,293.75 To Date \$ \$1,293.75

Table with columns: #, Hour Type (ST/OT/DT), HOURS, HOURLY RATE*, EXTENDED AMOUNTS. Rows include LABOR and a SUBTOTAL row.

* LABOR SURCHARGE 12% STANDARD TIME LABOR SURCHARGE TOTAL 12%
* LABOR SURCHARGE 11% OVERTIME LABOR SURCHARGE TOTAL 11%
SUBSISTENCE NO. @ \$
TRAVEL EXPENSE NO. @ \$
OTHER

TOTAL COST OF LABOR (A) \$0.00

Table with columns: #, Hour Type, HOURS, HOURLY RATE*, EXTENDED AMOUNTS. Rows include EQUIPMENT.

TOTAL COST OF EQUIPMENT (B) \$0.00

Table with columns: #, Hour Type, HOURS, HOURLY RATE*, EXTENDED AMOUNTS. Rows include MATERIALS: ESP SURVEYING 2 MAN SURVEY CREW - RESTAKING.

TOTAL COST OF MATERIALS (C) 1,125.00

Table with columns: #, Hour Type, HOURS, HOURLY RATE*, EXTENDED AMOUNTS. Rows include SUBCONTRACTORS.

TOTAL COST OF SUBCONTRACTORS (D) -

The above record is complete and correct

FOR OFFICE USE ONLY Pd on Est. No. Checked by

Labor markup: 35% (A)
Equipment markup: 15% (B)
Material markup: 15% (C) 168.75

Contractor's Representative

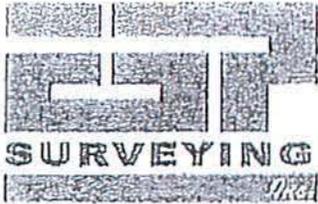
Markup on Approved Subcontractor 10% up to first \$5000 5% above first \$5000 Subtotal for Subcontractor Markup (D) 90
Subtotal 1,293.75
Bond 1%

Customer's Representative

TOTAL BILLING 1,293.75

Check here if agreement will be for hours of labor & equipment only

Initial here if work is in accordance with Subsection 3-5, "Disputed Work" of the SSPWC.



6684 South Elm Ave.
 Fresno, CA 93706
 Tel. 559.442.0883
 Fax 559.442.0884
 www.ospls.com

10/2/2014

Griffith Company
 1128 Carter Parkway Ave.
 Bakersfield, CA 93308
 Attn: Eric Euzeeu

Project # 30590 - Sunland Street Rehabilitation/Resurface
 Extra Work

Date	Task	Hours	Rate	Total Amount
Office				
07/02/14	Project Manager Revised Church Ave. plan revision	1	\$130.00	\$130.00
07/12/14	Project Manager Volume Calcs	1.5	\$130.00	\$195.00
07/22/14	Project Manager Volume Calcs	5	\$130.00	\$650.00
07/23/14	Project Manager Volume Calcs	4	\$130.00	\$520.00
Total Office Hours		11.5		\$1,495.00
Field				
07/03/14	2-Man Survey Crew Restake and design new grades for FL on SW corner of Sunland & Church per Wildan changes ✓	1	\$225.00	\$225.00
07/03/14	2-Man Survey Crew Restaked VG at Commercial & Sunland	1	\$225.00	\$225.00
07/10/14	2-Man Survey Crew Topo & stakeout of Ridgecrest Blvd and Sunland St. cross gutter and returns ✓	3	\$225.00	\$675.00
Total Hours for Restaking		5		\$1,125.00
Total Hours		16.5		\$2,620.00

GRIFFITH

C.O.R.

30,800.06

Bill out

\$900

no additional compensation warranted - this was not extra work

RECEIVED OCT 08 2014

ESP Surveying

Boundary-Topography-Construction-Mapping-Subdivisions

5654 S. Elm Ave.
Fresno, CA 93708

Voice 559-442-0883
Fax 559-442-0884

E-mail : info@espls.com

WORK ORDER

To: Eric Eucce / Paul Sisco
(Contractor or Supervisor)
Griffith Company
(Company or Client)

Job: Sunland Street Rehabilitation/Resurface

By: Sam Espinosa
(Party Chief or Supervisor)
(Crewman or witness) (optional)

14049 CX
ESP Job No.
7-3-14
(Date of field work:)

The undersigned hereby authorizes ESP Surveying to perform the following work.

Description of Items requested:

2-Man Survey Crew:

Restake and design new grades for #1
on S.W. Cor of Sunland Church, per the
changes from Wildan

Total = 12

Licensed Land Surveyor:

Payment for said work shall be as follows:

In case suit be brought to collect any money due on this work order or the contract,
we the undersigned will pay all costs of such action, including such reasonable attorney's
fees as may be fixed by the Court.

Agreed:
Paul Sisco
(Print name)

Date: 7-3-14

(Contractor or Agent)

Contractor's License #

ESP Surveying

Boundary-Topography-Construction-Mapping-Subdivisions

5654 S. Elm Ave.
Fresno, CA 93706

Voice 559-442-0883
Fax 559-442-0884

E-mail : Info@espls.com

WORK ORDER

This was not extra work

To: Eric Eucce / PATE SISCO Job: Sunland Street Rehabilitation/Resurface
(Contractor or Supervisor)
Griffith Company
(Company or Client)

By: Sam Espinosa 14049 CX
(Party Chief or Supervisor) ESP Job No.
7-3-14
(Crewman or Witness) (print) (Date of field work:)

The undersigned hereby authorizes ESP Surveying to perform the following work.

Description of items requested:

2-Man Survey Crew:

Restaked V&V AT COMMERCIAL & SUNLAND

Total = 10 hr

Licensed Land Surveyor:

Payment for said work shall be as follows:

In case suit be brought to collect any money due on this work order or the contract, we the undersigned will pay all costs of such action, including such reasonable attorney's fees as may be fixed by the Court.

Agreed:

PATE SISCO
(Print name)

(Contractor or Agent)

Date: 7-3-14

Contractor's License #

ESP Surveying

Boundary-Topography-Construction-Mapping-Subdivisions

5654 S. Elm Ave.
Fresno, CA 93706

Voice 559-442-0883
Fax 559-442-0884

E-mail : info@espls.com

WORK ORDER

To: Eric Eucce Job: Sunland Street Rehabilitation/Resurface
(Contractor or Supervisor)
Griffith Company
(Company or Client)

By: Sam Espinosa 14049 CX
(Party Chief or Supervisor) ESP Job No.
7-10-14
(Crewman or witness) (opt'l) (Date of field work:)

The undersigned hereby authorizes ESP Surveying to perform the following work.

Description of Items requested:

2-Man Survey Crew:

Change Order: TOPOGRAPHY AND STAKEOUT OF
RED FOREST BLVD AND SUNLAND ST
CROSS CUTTER AND RETURNS

Total = 3⁰⁰ hrs

Licensed Land Surveyor:

Payment for said work shall be as follows:

In case suit be brought to collect any money due on this work order or the contract, we the undersigned will pay all costs of such action, including such reasonable attorney's fees as may be fixed by the Court.

Agreed: Paul [Signature]
(Print name)

Date: 7-10-14

(Contractor or Agent)

Contractor's License #



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No. 8

DATE: 1/23/15

Project Name: Sunland Street Rehabilitation and Resurfacing Project
Willdan Project #: 102356
Contractor: Griffith Company

Purchase Order No.: 007369

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Table with 3 columns: Description, Cost, (working days). Rows include Original contract amount, Previous Change Order No(s), Current Change Order No (8) amounts to, Total increase to contract to date, Revised contract amount, and Percentage of total increase to contract amount to date.

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Main table with 9 columns: Item, Description, Contract Qty, Change Order Qty, Adjusted Contract Quantity, Unit, Unit Cost, Change order Cost, Time Ext. Working Days. Row 8 describes asphalt removal work.

TOTAL THIS CHANGE ORDER: \$ 37,447.65 0

Requested: [Signature]
Construction Manager/Resident Engineer

Date: 2/13/15

Approved: [Signature]
City Engineer

Date: 2/18/15

Approved:
Public Works Director

Date:

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: GRIFFITH COMPANY
Contractor

Date: 2/19/15

By: LUCAS J. WALKER
REGIONAL MANAGER

Title:

CCO #8 Backup

GRIFFITH COMPANY
DAILY EXTRA WORK REPORT



GRIFFITH
COMPANY

APPROVED

JOB NO 30590

CONTRACT I.D. CODE _____ DATE PERFORMED 7/18/2014
 _____ DATE OF REPORT 7/30/2014
 LOCATION OF WORK INTERSECTION OF WILSON CHURCH CALIFORNIA
 DESCRIPTION OF WORK COLD PLANE AC, BASE AND DIRT

CCO NO 30 800 04 REPORT NO. 92408
 AUTHORIZED AMOUNT \$ T&M _____
 PREVIOUS EXPENDITURE _____
 Today \$ \$15,464.93
 To Date \$ \$15,464.93

#		Hour Type ST/OT/DT	HOURS	HOURLY RATE*	EXTENDED AMOUNTS
LABOR					
97646	CLARENCE PAUL SISCO	Operating Engineers	ST 8.00	67.90	543.20
97646	CLARENCE PAUL SISCO	Operating Engineers	OT 1.00	89.93	89.93
97805	PAUL ANDREW SISCO	Operating Engineers	ST 8.00	66.78	534.24
99622	DAVID H MOSS	Operating Engineers	ST 8.00	66.90	535.20
97584	DUSTIN D. HILLIARD	Operating Engineers	ST 8.00	66.90	535.20
99030	PRIMITIVO FELIX LUIS ORTEGA	Laborers	ST 8.00	49.53	396.24
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
SUBTOTAL					\$2,634.01

* LABOR SURCHARGE 12%	STANDARD TIME	LABOR SURCHARGE TOTAL	12%	305.29
* LABOR SURCHARGE 11%	OVERTIME	LABOR SURCHARGE TOTAL	11%	9.89
SUBSISTENCE NO		@ \$		
TRAVEL EXPENSE NO		@ \$		
OTHER				

TOTAL COST OF LABOR (A) \$2,949.19

EQUIPMENT					
8284	PICKUP TRUCK (F250 / 10000 LB)		8.00	27.33	218.64
3377	MOTOR GRADER - CAT 140H		8.00	99.44	795.52
3457	MOTOR GRADER - CAT 140H		8.00	99.44	795.52
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
TOTAL COST OF EQUIPMENT (B)					\$1,809.68

MATERIALS					
UNITED	CASE 540 SKIPLOADER	Per day			81.19
TRIPLE E	5 BOTTOM TRUCKS				4,144.80
PRS	GRINDER 6' / JUSTIN				3,950.00
TOTAL COST OF MATERIALS (C)					8,175.99

SUBCONTRACTORS					
TOTAL COST OF SUBCONTRACTORS (D)					-

The above record is complete and correct

FOR OFFICE USE ONLY				
Pd on Est. No. _____		Labor markup 35%	(A)	1,032.22
Checked by _____		Equipment markup 15%	(B)	271.45
		Material markup 15%	(C)	1,226.40
		Markup on Approved Subcontractor		
		10% up to first \$5000		-
		5% above first \$5000		-
		Subtotal for Subcontractor Markup	(D)	-
		Subtotal		15,464.93
		Bond 1%		

Contractor's Representative _____

Customer's Representative _____

TOTAL BILLING \$15,464.93

Check here if agreement will be for hours of labor & equipment only

_____ Initial here if work is in accordance with Subsection 3-5, "Disputed Work" of the SSPWC.

GRIFFITH COMPANY
DAILY EXTRA WORK REPORT

No 92408

JOB NO 30590

DATE: 7-18-14

AUTHORIZATION: 2: 8:00 PM

TRACT/UNIT: _____

PERFORMED FOR: CITY OF RIDGECREST

LOCATION OF WORK: INTERSECTIONS WILSON CHURCH CALIFORNIA

DESCRIPTION OF WORK: COLD PLANE AC, BASE, PINE AVE DEPTH 70/100

ON EACH INTERSECTION HAD 20 LANS @ 14 CY/10 TO BELTAIN
304 CY PRS1 GRINDER WITH 5 BOTTOMS TRIPLE E

		HOURS	HOURLY RATE	EXTENDED AMOUNT
LABOR				
Paul Sisco	FOREMAN	8		
Paul A Sisco	OPERATOR/BLADE GRINDER	8		
Dan W Moss	OPERATOR/GRINDER	8		
Dustin Hillman	OPERATOR/BLADE	8		
Kevin Gibson	LABOR	8		
TOTAL COST OF LABOR				
EQUIPMENT				
FRONT LOADER	8264	8		
CAT 140 II BLADE	3377	8		
CAT 140 II BLADE	3457	8		
CASE 540 SKIP	UNITED RENTAL	8		
TRIPLE E TRIPLE	5 BOTTOMS	48h		
PRS1 GRINDER	GRINDER 6' A	8		
TOTAL COST OF EQUIPMENT				
MATERIALS AND/OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES				
TOTAL COST OF MATERIALS				
TOTAL THIS REPORT				

I HEREBY CERTIFY THE ABOVE REPORT TO BE CORRECT

Paul Sisco

GRIFFITH COMPANY

7/24/14

Verified for Time &

M. Esler Equipment. Final
7/24/14 approval per city of



Parental Recycling Systems
 An Employee Owned Company
 10040 San Severino Way
 Mrs Loma, California 91757
 PH 951.602.1097, FAX 951.682.1794
 CA Lic #969752, AZ Lic #183900, NV Lic #0078227

WORK ORDER #
116789

GRIFITH COMPANY INC
 1120 CANTER PARKWAY AVENUE
 BAKERSFIELD, CA 93305

DATE: 7/28/2014
 OUR JOB#: 1412893

YOUR JOB#: 32587
 P.O.#:
 CONTRACT#:
 LOCATION: SUNLAND & RIDGECREST BLVD
 CITY: RIDGECREST

EQUIPMENT RENTAL

DESCRIPTION: MISC Pavers - As directed by customer in the field. Rent PR P500-TS-7 Rotamul with 1 operator and support truck. All support equipment by driver including water supplied to our machine at the rate of gal/hour, based on one move-in.

- TERMS: 1. PR P500-TS-7 Rotamul Operated & Maintained. Lump Sum Includes 4 Hours.
 2. 1 Operator overtime premium at \$30.00 per hour.
 3. Costs to repair our machine caused by lifting unmarked buried objects billed on a "T & M" basis.
 4. Invoiced to be paid within 30 days from invoice date. No Retention may be withheld.
 5. Late charges on past due Invoices will be assessed penalties at 1.5% per month of outstanding balance.
 6. All work to be performed under the supervision and direction of customer. Customer assumes all liability for any claims arising from work performed as directed.

FIELD MEASUREMENTS

MOVE #	ITEM #	LOCATION#	LENGTH	WIDTH	DEPTH	SP	ST	CY
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00

BILLING QUANTITIES

4	COLD PAVING RENTAL PER				1.000 EA @ \$3,900.0000	= \$3,900.00
0	CLOPLAKER AFTER 8 HOUR				0.000 PER @ \$500.0000	= \$0.00
TOTAL AMOUNT = \$3,900.00						

CUSTOMER AUTHORIZATION

NAME: EMAIL:

QUANTITY CALCULATIONS MAY NOT BE ACCURATE. BILLING QUANTITIES WILL BE BASED ON ACCURATE COMPUTATIONS.
 By Agreement, PARS has not certified any independent alert services. All work performed by PARS for Contractor (Customer) is done with express understanding that Contractor (Customer) has complied with and accepts all responsibilities and liabilities in and for the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 421.6) of Chapter 11 of Division 5 of Title 1 of the Government Code.



1215 E. White Lane Bakersfield, CA 93307
 (661)834-0071 Fax (661)834-0072

Invoice #
 14073

#85280

7/22/2014

Bill To Griffith Company 1128 Carrier Parkway Ave. Bakersfield, CA 93308	Notes Hauled grindings from Sunland and UpJohn- Ridgecrest and delivered to on-site. Job#: 30500
--	---

Terms
Net 30

Date	Description	Quantity	Rate	Amount
7/18/2014	215016 Ibarra 1961	10.4	88.00	915.20
7/18/2014	215015 Ibarra 1960	10.1	88.00	888.80
7/18/2014	216335 Ibarra 6	10.3	88.00	906.40
7/18/2014	216362 Ibarra 7	10	88.00	880.00
7/18/2014	58854 AR39	6.3	88.00	554.40

RECEIVED
 JUL 23 2014
 BAKERSFIELD

SCANNED

Thank you for your business.
 We accept Visa, M/C, AMEX,
 and Discover cards.

Subtotal	\$4,144.80
Sales Tax (7.5%)	\$310.86
Net to Pay	\$4,455.66

NOTE: PLEASE REFER TO QUOTE NUMBERS WHEN PLACING
 ORDERS FOR TRUCKS IN ORDER TO PREVENT BILLING
 AND/OR PRICING ERRORS. THANK YOU!

Payment for these charges are due no later than
 30 days from date of invoice.



4 WEEK BILLING INVOICE

120235046-002

BRANCO 335
1241 WEST 25TH AVENUE
IRVING, CA 91537-3156
714-445-1122
714-445-1123 FAX

Customer # : 1288048
Invoice Date : 07/27/14
Date Out : 06/09/14 07:30 AM
Billed Through : 06/04/14 00:00
UR Job Loc : RIDGECREST AND DOWNS
UR Job # : 19
Customer Job ID:
P.O. # : 20988 20590
Ordered By : GREG DEAN
Written By : JODY GAFFY
Salesperson : GEORGE GARCIA

JOB SILE
GRIFFITH COMPANY
RIDGECREST AND DOWNS
X:RIDGECREST&DOWNS
RIDGECREST CA 93555
Office: 661-392-6640 Cell: 661-392-6640

GRIFFITH COMPANY XXXXXXXXXXXX
3050 E BIRCH ST
BREBA CA 92821-6248

Invoice Amount: \$2,435.72
Terms: Due Upon Receipt
Returns policy: Contact our credit office 714-445-3153
SHIPT TO: UNITED RENTALS (NORTH AMERICA) INC.
FLS 51122
LOS ANGELES CA 90074-1122

ITEM #	Qty	Equipment	Description	Minimur	Day	Week	4 Week	Amount
1	13247279	LOADER LANDSCAPER 4WD		340.00	340.00	983.00	2338.00	2,338.00
		Make: CASE Model: 510KMT						
		Serial: J3GN5703PEC713071	Motor out: 39.20 Motor in: .00					
							Rental Subtotal:	2,338.00
SALES/MISCELLANEOUS ITEMS:								
1		ENVIRONMENTAL CHARGE		(RMV/MCI)	12.000	EACH		12.00
							Sales/Misc Subtotal:	12.00
							Agreement Subtotal:	2,350.00
							TAX:	185.64
							Total:	2,435.72

COMMENTS/NOTES:
BILLED FOR FOUR WEEKS 7/07/14 THRU 8/04/14 07:30 AM

\$ 81.19

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

ACCEPT OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

CCO #8 Backup

**GRIFFITH COMPANY
DAILY EXTRA WORK REPORT**



APPROVED

JOB NO 30590

CCO NO 30 800 04 REPORT NO 92409

CONTRACT ID CODE _____ DATE PERFORMED 7/21/2014

AUTHORIZED AMOUNT \$ T&M _____

DATE OF REPORT 7/30/2014

PREVIOUS EXPENDITURE _____

LOCATION OF WORK WILSON AND SUNLAND STREET

Today \$ 1,935.88

DESCRIPTION OF WORK ROUGH GRADE OVERTIME

To Date \$ 1,935.88

#		Hour Type ST/OT/DT	HOURS	HOURLY RATE*	EXTENDED AMOUNTS
LABOR					
97846	CLARENCE PAUL SISCO	Operating Engineers	OT 2.00	89.93	179.86
97646	CLARENCE PAUL SISCO	Operating Engineers	DT 1.00	111.96	111.96
97905	PAUL ANDREW SISCO	Operating Engineers	OT 2.00	88.25	176.50
97584	DUSTIN D. HILLIARD	Operating Engineers	OT 2.00	88.43	176.86
99030	PRIMITIVO FELIX LUIS ORTEGA	Laborers	OT 2.00	64.90	129.80
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
SUBTOTAL					\$774.98

* LABOR SURCHARGE 12%	STANDARD TIME	LABOR SURCHARGE TOTAL	12%	-
* LABOR SURCHARGE 11%	OVERTIME	LABOR SURCHARGE TOTAL	11%	85.25
SUBSISTENCE NO		@ \$		
TRAVEL EXPENSE NO		@ \$		
OTHER				

TOTAL COST OF LABOR (A) \$860.23

EQUIPMENT					
8264	PICKUP TRUCK (F250 / 10000 LB)		2.00	27.33	54.66
3457	MOTOR GRADER - CAT 140H		2.00	99.44	198.88
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
TOTAL COST OF EQUIPMENT (B)					\$253.54

MATERIALS					
DOWNES	613 SCRAPER	Invoice 463934			320.00
BERTRAN	4000 GALLON WATER TRUCK				100.00
TOTAL COST OF MATERIALS (C)					420.00

SUBCONTRACTORS					
TOTAL COST OF SUBCONTRACTORS (D)					-

<i>The above record is complete and correct</i>	FOR OFFICE USE ONLY	Labor markup, 35%	(A)	301.08
	Pd on Est. No _____	Equipment markup, 15%	(B)	38.03
	Checked by _____	Material markup, 15%	(C)	63.00
		Markup on Approved Subcontractor		
		10% up to first \$5000		-
		5% above first \$5000		-
		Subtotal for Subcontractor Markup	(D)	-
		Subtotal		1,935.88
		Bond 1%		
		TOTAL BILLING		1,935.88

Contractor's Representative _____

Customer's Representative _____

Check here if agreement will be for hours of labor & equipment only

_____ Initial here if work is in accordance with Subsection 3-5, "Disputed Work" of the SSPWC.

GRIFFITH COMPANY
DAILY EXTRA WORK REPORT

No. 92409

JOB NO: 30590

DATE: 7-21-14

AUTHORIZATION: 800.04

TRACT/UNIT: _____

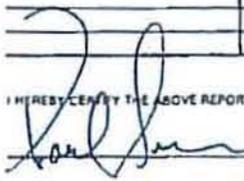
PERFORMED FOR: CITY of RIDGECREST

LOCATION OF WORK: Wilson & SUNLAND ST

DESCRIPTION OF WORK: ROUGH GRADE INTERSECTION TO WITHIN .10/100
AFTER MILLING ON 7-18-14. WORKED 2 HRS OVERTIME
WITH CREW AFTER F.D.P. GRADING TO MEET SCHEDULING
GRADE CENTER LINE TO PLAN ELEVATION MATCH EXISTING UTILITIES

LABOR		HOURS	HOURLY RATE	EXTENDED AMOUNT
<u>VALE SISCO</u>	<u>Foreman</u>	<u>2 OT</u>		
<u>PAUL A SISCO</u>	<u>OPERATOR / SKIDSTEER</u>	<u>1 DT 2 OT</u>		
<u>DUSTY HILLIARD</u>	<u>OPERATOR / BLADES</u>	<u>2 OT</u>		
<u>PRIMO ORTEGA</u>	<u>LABOR</u>	<u>2 OT</u>		
TOTAL COST OF LABOR				
EQUIPMENT				
<u>F250 P.U. TRK</u>	<u>8264</u>	<u>2</u>		
<u>W3 SCAPER</u>	<u>DRUMS / PLOW</u>	<u>2</u>		
<u>Cat 140 H. BLADE</u>	<u>3457</u>			
<u>480 Cat W/T</u>	<u>BERTRAM</u>	<u>2</u>		
TOTAL COST OF EQUIPMENT				
MATERIALS AND/OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES				
TOTAL COST OF MATERIALS				
TOTAL THIS REPORT				

I HEREBY CERTIFY THE ABOVE REPORT TO BE CORRECT



GRIFFITH COMPANY

7/28/2014
M. Ed. J.
7/24/14

Verified for Time & equipment. Final approval Per City of Ridgecrest

DOWN'S
Equipment Rentals, Inc.
 Bakersfield • Santa Maria • Fresno
 P.O. BOX 80536 BAKERSFIELD, CA 93380-0536
 (800) 350-5526 • FAX (881) 399-9555

INVOICE NO. 463934

INVOICE DATE: 08/08/14
 Page 2 of 2

RENTAL: 1695 613C SCRAPER
 RENTAL PERIOD: 07/03/14 - 07/31/14
 RENTAL RATE: WEEKLY ; \$1,600.00
 RENTAL TERMS: NET 30 DAYS
 PAYMENT DUE: 08/07/14

JOB LOCATION: RIDGECREST BLVD AND
 SUNLAND, RIDGECREST

712

0

GRIFFITH CO.
 1128 CARRIER PARKWAY AVE.
 BAKERSFIELD, CA 93308-

P.O. REFERENCE: 11374793

DATE	CHARGE DESCRIPTION	CHARGE ID	QTY. UNIT	RATE	AMOUNT
07/30/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/31/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
08/04/14	TRANSPORT 613C SCRAPER TO YARD	93200HL123366	6.00 HOUR	\$80.00	\$480.00
08/04/14	DUE TO THE RISING COST OF FUEL WE ARE FORCED TO ADD A 10% TEMPORARY SURCHARGE TO OUR TRANSPORTATION CHARGES. WE ARE HOPEFUL THIS IS A TEMPORARY SITUATION. THANK YOU FOR YOUR UNDERSTANDING.	93200HL123366	0.10 SUR	\$480.00	\$48.00

TOTAL INVOICE AMOUNT: \$6,474.00
 PAYMENT RECEIVED: \$0.00
 TOTAL DUE: \$6,474.00

Any discrepancy found on this invoice must be reported to Downs Equipment Rentals, Inc. by first class mail postmarked on or before 08/07/14 or by facsimile date-stamped on or before 08/07/14. Failure to report any and all discrepancies within the time period specified herein constitutes Customer's acceptance of this invoice as submitted. Finance charges on unpaid balances after 60 days from this invoice date will be at the rate of 1.5% per month, which is an annual rate of 18%. If collection is made by an attorney or collection agency, the renter agrees to pay all costs and attorney fees.

George A. Bertrand Jr.
 BERTRAND ENTERPRISES
 1210 W. Graaf Ave.
 Ridgecrest, Calif. 93555
 (760) 446-6603 (760) 446-2669

#9112

GRIFFITH COMPANY
 1128 Carrer Parkway Ave.
 Bakersfield CA 93308-

SUNLAND ST
 # 30586

07/31/14		600525		08/30/14 30.4.2 1		
VIA	FOB	Terms NET 30		YOUR #		
DESCRIPTION	ORDERED	SHIPPED	UNIT PRICE	DISC.	EXTENDED	
WATER TRUCK RENTAL ITEM # 4	9.0	9.0	100.0000		900.00	

~~PAID~~

AUG 15 2014

Sub-Total : 900.00
 Tax : 0.00
 Total : 900.00
 Net To Pay: 900.00

DOWNNS

Equipment Rentals, Inc.
 Bakersfield - Santa Maria - Fresno
 P.O. BOX 80936 BAKERSFIELD, CA 93380-0936
 (800) 350-5526 • FAX (881) 389-9555

#19155

INVOICE NO. 463934

INVOICE DATE: 08/08/14
 Page 1 of 2

712

GRIFFITH CO.
 1128 CARRIER PARKWAY AVE.
 BAKERSFIELD, CA 93308-

RENTAL: 1696 613C SCRAPER
 RENTAL PERIOD: 07/03/14 - 07/23/14
 RENTAL RATE: WEEKLY ; \$1,600.00
 RENTAL TERMS: NET 30 DAYS
 PAYMENT DUE: 09/07/14

JOB LOCATION: RIDGECREST BLVD AND
 SUNLAND, RIDGECREST

P.O. REFERENCE: 11374793

DATE	CHARGE DESCRIPTION	CHARGE ID	QTY. UNIT	RATE	AMOUNT
07/03/14	TRANSPORT 613C SCRAPER TO SITE	93200HL122754	5.75 HOUR	\$80.00	\$460.00
07/03/14	DUE TO THE RISING COST OF FUEL WE ARE FORCED TO ADD A 10% TEMPORARY SURCHARGE TO OUR TRANSPORTATION CHARGES WE ARE HOPEFUL THIS IS A TEMPORARY SITUATION. THANK YOU FOR YOUR UNDERSTANDING.	93200HL122754	0.10 SUR	\$460.00	\$46.00
07/03/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/04/14	HOLIDAY	93200RC39449	0.00 DAY	\$320.00	\$0.00
07/05/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/06/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/07/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/08/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/09/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/10/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/11/14	STANDBY	93200RC39484	0.00 DAY	\$320.00	\$0.00
07/12/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/13/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/14/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/15/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/16/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/17/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/18/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/19/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/20/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/21/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/22/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/23/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/24/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/25/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/26/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/27/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/28/14	STANDBY	93200RC39534	0.00 DAY	\$320.00	\$0.00
07/29/14	STANDBY	93200RC39534	0.00 DAY	\$320.00	\$0.00

SCANNED

TOTAL INVOICE AMOUNT: \$8,474.00
 PAYMENT RECEIVED: \$0.00
 TOTAL DUE: \$8,474.00

Any discrepancy found on this invoice must be reported to Downs Equipment Rentals, Inc. by first class mail postmarked on or before 09/07/14 or by facsimile date-stamped on or before 09/07/14. Failure to report any and all discrepancies within the time period specified herein constitutes Customer's acceptance of this invoice as submitted. Finance charges on unpaid balance after 60 days from this invoice date will be at the rate of 1.5% per month, which is an annual rate of 18%. If collection is made by an agency or collection agency, the renter agrees to pay all costs and attorney fees.

CCO #8 Backup

GRIFFITH COMPANY
DAILY EXTRA WORK REPORT



APPROVED

JOB NO. 30590

CONTRACT I.D. CODE _____ DATE PERFORMED 7/22/2014
 DATE OF REPORT 7/30/2014
 LOCATION OF WORK CHURCH AND SUNLAND INTERSECTION
 DESCRIPTION OF WORK ROUGH GRADE, COMPACT DIRT OVERTIME

CCO NO. 30 800.04 REPORT NO. 92410
 AUTHORIZED AMOUNT \$ T&M _____
 PREVIOUS EXPENDITURE _____
 Today \$ \$1,935.88
 To Date \$ \$1,935.88

#		Hour Type ST/OT/DT	HOURS	HOURLY RATE*	EXTENDED AMOUNTS
LABOR					
97646	CLARENCE PAUL SISCO	Operating Engineers	OT 2.00	89.93	179.86
97646	CLARENCE PAUL SISCO	Operating Engineers	DT 1.00	111.96	111.96
97905	PAUL ANDREW SISCO	Operating Engineers	OT 2.00	88.25	176.50
97584	DUSTIN D. HILLIARD	Operating Engineers	OT 2.00	88.43	176.86
99030	PRIMITIVO FELIX LUIS ORTEGA	Laborers	OT 2.00	64.90	129.80
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
SUBTOTAL					\$774.98

* LABOR SURCHARGE 12% STANDARD TIME LABOR SURCHARGE TOTAL 12% -
 * LABOR SURCHARGE 11% OVERTIME LABOR SURCHARGE TOTAL 11% 85.25
 SUBSISTENCE NO. @ \$ _____
 TRAVEL EXPENSE NO. @ \$ _____
 OTHER _____

TOTAL COST OF LABOR (A) \$860.23

EQUIPMENT					
8284	PICKUP TRUCK (F250 / 10000 LB)		2.00	27.33	54.66
3457	MOTOR GRADER - CAT 140H		2.00	99.44	198.88
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
TOTAL COST OF EQUIPMENT (B)					\$253.54

MATERIALS					
613	SCRAPER				320.00
4000	GALLON WATER TRUCK				100.00
TOTAL COST OF MATERIALS (C)					420.00

SUBCONTRACTORS					
TOTAL COST OF SUBCONTRACTORS (D)					-

The above record is complete and correct Contractor's Representative _____ Customer's Representative _____	FOR OFFICE USE ONLY	Labor markup: 35%	(A)	301.08
	Pd on Est. No. _____	Equipment markup: 15%	(B)	38.03
	Checked by _____	Material markup: 15%	(C)	63.00
		Markup on Approved Subcontractor		
		10% up to first \$5000		-
		5% above first \$5000		-
		Subtotal for Subcontractor Markup	(D)	-
		Subtotal		1,935.88
		Bond 1%		-
		TOTAL BILLING		1,935.88

Check here if agreement will be for hours of labor & equipment only Initial here if work is in accordance with Subsection 3-5, "Disputed Work" of the SSPWC.

GRIFFITH COMPANY
DAILY EXTRA WORK REPORT

No. 92410

JOB NO. 30590

DATE: 7-22-14

AUTHORIZATION: 800.04

TRACT/UNIT:

PERFORMED FOR: CITY of RIDGECREST

LOCATION OF WORK: Church & Sunland Intersection

DESCRIPTION OF WORK: ROUGH GRADY WITHIN 10' OF COMPACT & DIRT
LAWNS WORK PERFORMED AFTER FDR THIS DAY DUE TO RAINING
SCHEDULE WORKER & HAS O.T AFTER FDR ON SUNLAND

		HOURS	HOURLY RATE	EXTENDED AMOUNT
LABOR				
Paul Sisco	Foreman	2 OT		
Paul A Sisco	OPERATOR / SCRAPER	2 OT		
Duany Hillard	OPERATOR / BLADE	2 OT		
PRIMO OPERATOR	LABOR /	2 OT		
TOTAL COST OF LABOR				
EQUIPMENT				
F250 P/U TRK	8264	2		
623 SCRAPER	POUNDS / RENTAL	2		
AT 140 + BLADE	3457	2		
WOOD GRAD / HARTE TR	BERTRAM	2		
TOTAL COST OF EQUIPMENT				
MATERIALS AND/OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES				
TOTAL COST OF MATERIALS				
TOTAL THIS REPORT				

I HEREBY CERTIFY THE ABOVE REPORT TO BE CORRECT

Paul Sisco

GRIFFITH COMPANY

AUG 23 2014

*M. E. L. Verified for time at 6:07.
7/24/14 Final approval Per City of
Ridgecrest.*

George A. Bertrand Jr.
 BERTRAND ENTERPRISES
 1210 W. Graaf Ave.
 Ridgecrest, Calif. 93555
 (760) 446-6600 (760) 446-2669

#9112

GRIFFITH COMPANY
 1128 Carrier Parkway Ave.
 Bakersfield CA 93308-

SUNLAND ST
 # 30586

VIA	07/31/14	600525	08/30/14 30.4.2 1		YOUR #
FOB	Terms				
	NET 30				
DESCRIPTION	ORDERED	SHIPPED	UNIT PRICE	DISC.	EXTENDED
WATER TRUCK RENTAL ITEM # 4	9.0	9.0	100.0000		900.00

PAID
 AUG 25 2014

Sub-Total : 900.00
 Tax : 0.00
 Total : 900.00
 Net To Pay: 900.00

DOWN'S

Equipment Rentals, Inc.

Bakersfield • Santa Maria • Fresno
 P.O. BOX 80936 BAKERSFIELD, CA 93380-0836
 (800) 350-5528 • FAX (861) 399-9555

#19155

INVOICE NO. 463934

INVOICE DATE: 08/08/14
 Page 1 of 2

RENTAL: 1696 613C SCRAPER
 RENTAL PERIOD: 07/03/14 - 07/31/14
 RENTAL RATE: WEEKLY ; \$1,600.00
 RENTAL TERMS: NET 30 DAYS
 PAYMENT DUE: 09/07/14

JOB LOCATION: RIDGECREST BLVD AND
 SUNLAND, RIDGECREST

712

GRIFFITH CO.
 1128 CARRIER PARKWAY AVE.
 BAKERSFIELD, CA 93308-

P.O. REFERENCE: 11374793

DATE	CHARGE DESCRIPTION	CHARGE ID	QTY. UNIT	RATE	AMOUNT
07/03/14	TRANSPORT 613C SCRAPER TO SITE	93200HL122754	6.75 HOUR	\$60.00	\$460.00
07/03/14	DUE TO THE RISING COST OF FUEL WE ARE FORCED TO ADD A 10% TEMPORARY SURCHARGE TO OUR TRANSPORTATION CHARGES. WE ARE HOPEFUL THIS IS A TEMPORARY SITUATION. THANK YOU FOR YOUR UNDERSTANDING.	93200HL122754	0.10 SUR	\$460.00	\$46.00
07/03/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/04/14	HOLIDAY	93200RC39448	0.00 DAY	\$320.00	\$0.00
07/05/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/06/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/07/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/08/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/09/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/10/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/11/14	STANDBY	93200RC39484	0.00 DAY	\$320.00	\$0.00
07/12/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/13/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/14/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/15/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/16/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/17/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/18/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/19/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/20/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/21/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/22/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/23/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/24/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/25/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/26/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/27/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/28/14	STANDBY	93200RC39534	0.00 DAY	\$320.00	\$0.00
07/29/14	STANDBY	93200RC39534	0.00 DAY	\$320.00	\$0.00

SCANNED

TOTAL INVOICE AMOUNT: \$6,474.00
 PAYMENT RECEIVED: \$0.00
 TOTAL DUE: \$6,474.00

Any discrepancy found on this invoice must be reported to Downs Equipment Rentals, Inc. by first class mail postmarked on or before 02/07/14 or by facsimile date-stamped on or before 05/07/14. Failure to report any and all discrepancies within the time period specified herein constitutes Customer's acceptance of this invoice as submitted. Finance charges on unpaid balances after 60 days from this invoice date will be at the rate of 1.5% per month, which is an annual rate of 18%. If collection is made by an attorney or collection agency, the renter agrees to pay all costs and attorney fees.

DOWN'S
Equipment Rentals, Inc.
 Bakersfield • Santa Maria • Fresno
 P.O. BOX 80538 BAKERSFIELD, CA 93380-0538
 (800) 350-5526 • FAX (861) 399-9555

INVOICE NO. 463934

INVOICE DATE: 08/08/14
 Page 2 of 2

712 9

GRIFFITH CO.
 1128 CARRIER PARKWAY AVE.
 BAKERSFIELD, CA 93308-

RENTAL: 1696 613C SCRAPER
 RENTAL PERIOD: 07/03/14 - 07/31/14
 RENTAL RATE: WEEKLY ; \$1,600.00
 RENTAL TERMS: NET 30 DAYS
 PAYMENT DUE: 09/07/14
 JOB LOCATION: RIDGECREST BLVD AND
 SUNLAND, RIDGECREST

P.O. REFERENCE: 11374793

DATE	CHARGE DESCRIPTION	CHARGE ID	QTY. UNIT	RATE	AMOUNT
07/30/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/31/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
08/04/14	TRANSPORT 613C SCRAPER TO YARD	93200HL123366	6.00 HOUR	\$80.00	\$480.00
08/04/14	DUE TO THE RISING COST OF FUEL WE ARE FORCED TO ADD A 10% TEMPORARY SURCHARGE TO OUR TRANSPORTATION CHARGES. WE ARE HOPEFUL THIS IS A TEMPORARY SITUATION. THANK YOU FOR YOUR UNDERSTANDING.	93200HL123366	0.10 SUR	\$480.00	\$48.00

TOTAL INVOICE AMOUNT: \$6,474.00
 PAYMENT RECEIVED: \$0.00
 TOTAL DUE: \$6,474.00

Any discrepancy found on this invoice must be reported to Downs Equipment Rentals, Inc. by first class mail postmarked on or before 09/07/14 or by facsimile date-stamped on or before 09/07/14. Failure to report any and all discrepancies within the time period specified herein constitutes Customer's acceptance of this invoice as submitted. Finance charges on unpaid balance after 60 days from this invoice date will be at the rate of 1.5% per month, which is an annual rate of 18%. If collection is made by an attorney or collection agency, the renter agrees to pay all costs and attorney fees.

**GRIFFITH COMPANY
DAILY EXTRA WORK REPORT**

No. 92411

JOB NO 30590

DATE: 7-24-14

AUTHORIZATION: 800.24

TRACT/UNIT: _____

PERFORMED FOR: City of Ridgecrest

LOCATION OF WORK: CALIFORNIA'S SUNLAND / CHURCH & SUNLAND

DESCRIPTION OF WORK: FINEGRADE, TAVE A/C RAMP NEXT TO 7-COURT & RAMP OFF EXISTING A/C TIE-INS

		HOURS	HOURLY RATE	EXTENDED AMOUNT
LABOR				
<u>PAUL SISCO</u>	<u>FOREMAN</u>	<u>10</u>		
<u>PAUL A SISCO</u>	<u>OPERATOR</u>	<u>9</u>		
<u>DAVE HILLARIO</u>	<u>OPERATOR</u>	<u>9</u>		
<u>DAVID MASS</u>	<u>OPERATOR</u>	<u>9</u>		
<u>FRANK OSTERM</u>	<u>LABOR</u>	<u>9</u>		
<u>DAVID MASSEY</u>	<u>LABOR</u>	<u>9</u>		
TOTAL COST OF LABOR				
EQUIPMENT				
<u>#250 P. CRK</u>	<u>8264</u>	<u>10</u>		
<u>CAT 140 H BLADE</u>	<u>3457</u>	<u>9</u>		
<u>RENTAL 6'3 SCRAPER</u>	<u>DOVNS</u>	<u>8</u>		
<u>RENTAL POWER</u>	<u>DOVNS</u>	<u>8</u>		
<u>WATER TRUCK</u>	<u>4000 GAL / BERKEAN</u>	<u>4</u>		
TOTAL COST OF EQUIPMENT				
MATERIALS AND/OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES				
TOTAL COST OF MATERIALS				
TOTAL THIS REPORT				

I HEREBY CERTIFY THE ABOVE REPORT TO BE CORRECT

Paul Sisco

GRIFFITH COMPANY

*m. Est. Verified for Invoice
7/25/14 Final approval per City
of Ridgecrest*

George A. Bertrand Jr.
 BERTRAND ENTERPRISES
 1210 W. Graaf Ave.
 Ridgecrest, Calif. 93555
 (760) 446-6600 (760) 446-2669

#9112

GRIFFITH COMPANY
 1128 Carrier Parkway Ave.
 Bakersfield CA 93308-

SUNLAND ST
 # 30586

VIA	07/31/14	600525	08/30/14 30.4.2 1		YOUR #
FOB	Terms NET 30				
DESCRIPTION	ORDERED	SHIPPED	UNIT PRICE	DISC.	EXTENDED
WATER TRUCK RENTAL ITEM # 4	9.0	9.0	100.0000		900.00

~~PAID~~

AUG 06 2014

Sub-Total : 900.00
 Tax : 0.00
 Total : 900.00
 Net To Pay: 900.00

DOWN'S

Equipment Rentals, Inc.
 Bakersfield • Santa Maria • Fresno
 P.O. BOX 80558 BAKERSFIELD, CA 93380-0536
 (800) 350-5526 • FAX (881) 358-9565

INVOICE NO. 463934

INVOICE DATE: 08/08/14
 Page 1 of 2

19155

RENTAL: 1898 613C SCRAPER
 RENTAL PERIOD: 07/03/14 - 07/31/14
 RENTAL RATE: WEEKLY ; \$1,800.00
 RENTAL TERMS: NET 30 DAYS
 PAYMENT DUE: 09/07/14

712

GRIFFITH CO.
 1128 CARRIER PARKWAY AVE.
 BAKERSFIELD, CA 93308-

JOB LOCATION: RIDGECREST BLVD AND
 SUNLAND, RIDGECREST

P.O. REFERENCE: 11374793

DATE	CHARGE DESCRIPTION	CHARGE ID	QTY. UNIT	RATE	AMOUNT
07/03/14	TRANSPORT 613C SCRAPER TO SITE	93200HL122754	5.75 HOUR	\$80.00	\$460.00
07/03/14	DUE TO THE RISING COST OF FUEL WE ARE FORCED TO ADD A 10% TEMPORARY SURCHARGE TO OUR TRANSPORTATION CHARGES. WE ARE HOPEFUL THIS IS A TEMPORARY SITUATION. THANK YOU FOR YOUR UNDERSTANDING.	93200HL122754	0.10 SUR	\$480.00	\$48.00
07/03/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/04/14	HOLIDAY	93200RC30449	0.00 DAY	\$320.00	\$0.00
07/05/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/06/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/07/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/08/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/09/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/10/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/11/14	STANDBY	93200RC39484	0.00 DAY	\$320.00	\$0.00
07/12/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/13/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/14/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/15/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/16/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/17/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/18/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/19/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/20/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/21/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/22/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/23/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/24/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/25/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/26/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/27/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/28/14	STANDBY	93200RC39534	0.00 DAY	\$320.00	\$0.00
07/29/14	STANDBY	93200RC39534	0.00 DAY	\$320.00	\$0.00

SCANNED

TOTAL INVOICE AMOUNT: \$6,474.00
 PAYMENT RECEIVED: \$0.00
 TOTAL DUE: \$6,474.00

Any discrepancy found on this invoice must be reported to Downs Equipment Rentals, Inc. by first class mail postmarked on or before 08/07/14 or by facsimile date-stamped on or before 08/07/14. Failure to report any and all discrepancies within the time period specified herein constitutes Customer's acceptance of this invoice as submitted. Finance charges on unpaid balance after 60 days from this invoice date will be at the rate of 1.5% per month, which is an annual rate of 18%. If collection is made by an attorney or collection agency, the renter agrees to pay all costs and attorney fees.

DOWN'S
Equipment Rentals, Inc.
 Bakersfield • Santa Maria • Fresno
 P.O. BOX 80538 BAKERSFIELD, CA 93380-0536
 (800) 350-5528 • FAX (881) 399-9555

INVOICE NO. 463934

INVOICE DATE: 08/08/14
 Page 2 of 2

RENTAL: 1896 613C SCRAPER
 RENTAL PERIOD: 07/03/14 - 07/31/14
 RENTAL RATE: WEEKLY ; \$1,600.00
 RENTAL TERMS: NET 30 DAYS
 PAYMENT DUE: 09/07/14
 JOB LOCATION: RIDGECREST BLVD AND
 SUNLAND, RIDGECREST

712

0

GRIFFITH CO.
 1128 CARRIER PARKWAY AVE.
 BAKERSFIELD, CA 93308-

P.O. REFERENCE: 11374793

DATE	CHARGE DESCRIPTION	CHARGE ID	QTY. UNIT	RATE	AMOUNT
07/30/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/31/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
08/04/14	TRANSPORT 613C SCRAPER TO YARD	93200HL123366	6.00 HOUR	\$80.00	\$480.00
08/04/14	DUE TO THE RISING COST OF FUEL WE ARE FORCED TO ADD A 10% TEMPORARY SURCHARGE TO OUR TRANSPORTATION CHARGES. WE ARE HOPEFUL THIS IS A TEMPORARY SITUATION. THANK YOU FOR YOUR UNDERSTANDING.	93200HL123366	0.10 SUR	\$480.00	\$48.00

TOTAL INVOICE AMOUNT: \$6,474.00
 PAYMENT RECEIVED: \$0.00
 TOTAL DUE: \$6,474.00

Any discrepancy found on this invoice must be reported to Downs Equipment Rentals, Inc. by first class mail postmarked on or before 09/07/14 or by facsimile date-stamped on or before 09/07/14. Failure to report any and all discrepancies within the time period specified herein constitutes Customer's acceptance of this invoice as submitted. Finance charges on unpaid balance after 60 days from this invoice date will be at the rate of 1.5% per month, which is an annual rate of 18%. If collection is made by an attorney or collection agency, the renter agrees to pay all costs and attorney fees.

George A Bertrand Jr
 1210 W Graef Ave
 Ridgecrest, CA 93555

800323

SOLD TO <i>GRIZZARD</i>		SHIPTO <i>Son. L. Hub.</i>	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	
CUSTOMER ORDER NO.	SOLD BY <i>Don</i>	TERMS	DATE <i>7-31-74</i>
ORDERED	SHIPPED	DESCRIPTION	PRICE UNIT AMOUNT
		<i>WPT. EN 4 RUC. 1A.</i>	<i>9.00 900</i>
		<i>2000</i>	<i>18.00</i>
		<i>JOB # 30596</i>	
		<i>30.4.2</i>	
		<i>5/1/74</i>	
		<i>6/1/74</i>	

DOWN'S

Equipment Rentals, Inc.

Bakersfield • Santa Maria • Fresno
 P.O. BOX 80536 BAKERSFIELD, CA 93380-0538
 (800) 350-5628 • FAX (661) 399-9555

19155

INVOICE NO. 463946

INVOICE DATE: 08/08/14
 Page 1 of 1

712

GRIFFITH CO.
 1128 CARRIER PARKWAY AVE.
 BAKERSFIELD, CA 93308-

RENTAL: C392 67" CB534D VIB. DBL. SMO
 RENTAL PERIOD: 07/21/14 - 08/03/14
 RENTAL RATE: WEEKLY : \$1,450.00
 RENTAL TERMS: NET 30 DAYS
 PAYMENT DUE: 09/07/14

JOB LOCATION: RIDGECREST BLVD AND DOWNS,
 RIDGECREST

P.O. REFERENCE: 11375330

DATE	CHARGE DESCRIPTION	CHARGE ID	QTY.	UNIT	RATE	AMOUNT
07/18/14	TRANSPORT 67" CB534D VIB. DBL. SMOOTH DRUM TO SITE BY CUSTOMER	93360HL123016	1.00	N/C	\$0.00	\$0.00
07/21/14	67" CB534D VIB. DBL. SMOOTH DRUM RENTAL	93360RC1000	1.00	DAY	\$290.00	\$290.00
07/22/14	67" CB534D VIB. DBL. SMOOTH DRUM RENTAL	93360RC1000	1.00	DAY	\$290.00	\$290.00
07/23/14	67" CB534D VIB. DBL. SMOOTH DRUM RENTAL	93360RC1000	1.00	DAY	\$290.00	\$290.00
07/24/14	67" CB534D VIB. DBL. SMOOTH DRUM RENTAL	93360RC1000	1.00	DAY	\$290.00	\$290.00
07/25/14	67" CB534D VIB. DBL. SMOOTH DRUM RENTAL	93360RC1000	1.00	DAY	\$290.00	\$290.00
07/26/14	WEEKEND	93360RC1050	0.00	DAY	\$290.00	\$0.00
07/27/14	WEEKEND	93360RC1050	0.00	DAY	\$290.00	\$0.00
07/28/14	67" CB534D VIB. DBL. SMOOTH DRUM RENTAL	93360RC1000	1.00	DAY	\$290.00	\$290.00
07/29/14	67" CB534D VIB. DBL. SMOOTH DRUM RENTAL	93360RC1000	1.00	DAY	\$290.00	\$290.00
07/30/14	STANDBY	93360RC3951	0.00	DAY	\$290.00	\$0.00
07/31/14	67" CB534D VIB. DBL. SMOOTH DRUM RENTAL	93360RC1000	1.00	DAY	\$290.00	\$290.00
08/01/14	67" CB534D VIB. DBL. SMOOTH DRUM RENTAL	93360RC1000	1.00	DAY	\$290.00	\$290.00
08/02/14	WEEKEND	93360RC1050	0.00	DAY	\$290.00	\$0.00
08/03/14	WEEKEND	93360RC1050	0.00	DAY	\$290.00	\$0.00
08/03/14	TRANSPORT 67" CB534D VIB. DBL. SMOOTH DRUM FROM SITE-TO-SITE BY CUSTOMER	93360HL123423	1.00	N/C	\$0.00	\$0.00

TOTAL INVOICE AMOUNT: \$2,610.00

PAYMENT RECEIVED: \$0.00

TOTAL DUE: \$2,610.00

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CCO #8 Backup

GRIFFITH COMPANY
DAILY EXTRA WORK REPORT



GRIFFITH COMPANY

APPROVED

JOB NO. 30590 CCO NO. 30 800.04 REPORT NO. 92412
 CONTRACT I.D. CODE _____ DATE PERFORMED 7/25/2014 AUTHORIZED AMOUNT \$ T&M _____
 DATE OF REPORT 7/30/2014 PREVIOUS EXPENDITURE _____
 LOCATION OF WORK CITY OF RIDGECREST Today \$ \$2,685.13
 DESCRIPTION OF WORK FINEGRADE & PAVE AC RAMPS To Date \$ \$2,685.13

#		Hour Type ST/OT/DT	HOURS	HOURLY RATE*	EXTENDED AMOUNTS
LABOR					
97646	CLARENCE PAUL SISCO	Operating Engineers	ST 3.00	67.90	203.70
99030	PRIMITIVO FELIX LUIS ORTEGA	Laborers	ST 3.00	49.53	148.59
54977	DAVID C MASSEY	Laborers	ST 3.00	51.63	154.89
97584	DUSTIN D. HILLIARD	Operating Engineers	ST 3.00	66.90	200.70
99622	DAVID H MOSS	Operating Engineers	ST 3.00	66.90	200.70
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
		ST		-	-
SUBTOTAL					\$908.58

* LABOR SURCHARGE 12% STANDARD TIME LABOR SURCHARGE TOTAL 12% 109.03
 * LABOR SURCHARGE 11% OVERTIME LABOR SURCHARGE TOTAL 11% -
 SUBSISTENCE NO. @ \$ _____
 TRAVEL EXPENSE NO. @ \$ _____
 OTHER _____

TOTAL COST OF LABOR (A) \$1,017.61

EQUIPMENT					
8264	PICKUP TRUCK (F250 / 10000 LB)		3.00	27.33	81.99
3457	MOTOR GRADER - CAT 140H		3.00	99.44	298.32
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
				-	-
TOTAL COST OF EQUIPMENT (B)					\$380.31

MATERIALS					
DOWNS	613 SCRAPER				320.00
UNITED	SKIPLOADER				340.00
BERTRAN	4000 GALLON WATER TRUCK				100.00
TOTAL COST OF MATERIALS (C)					760.00

SUBCONTRACTORS					
TOTAL COST OF SUBCONTRACTORS (D)					-

<i>The above record is complete and correct</i>		FOR OFFICE USE ONLY	Labor markup: 35%	(A)	358.16
		Pd on Est. No. _____	Equipment markup: 15%	(B)	57.05
		Checked by _____	Material markup: 15%	(C)	114.00
<i>Contractor's Representative</i>			Markup on Approved Subcontractor		
			10% up to first \$5000		-
			5% above first \$5000		-
			Subtotal for Subcontractor Markup	(D)	-
			Subtotal		2,685.13
			Bond 1%		
<i>Customer's Representative</i>			TOTAL BILLING		2,685.13

Check here if agreement will be for hours of labor & equipment only

Initial here if work is in accordance with Subsection 3-5, "Disputed Work" of the SSPWC.

DOWN'S
Equipment Rentals, Inc.
 Bakersfield • Santa Maria • Fresno
 P.O. BOX 80638 BAKERSFIELD, CA 93380-0638
 (800) 350-6528 • FAX (861) 380-0556

INVOICE NO. 463934

INVOICE DATE: 08/08/14
 Page 2 of 2

712

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GRIFFITH CO.
 1128 CARRIER PARKWAY AVE.
 BAKERSFIELD, CA 93308-

RENTAL: 1896 613C SCRAPER
 RENTAL PERIOD: 07/03/14 - 07/31/14
 RENTAL RATE: WEEKLY ; \$1,800.00
 RENTAL TERMS: NET 30 DAYS
 PAYMENT DUE: 09/07/14

JOB LOCATION: RIDGECREST BLVD AND
 SUNLAND, RIDGECREST

P.O. REFERENCE: 11374793

DATE	CHARGE DESCRIPTION	CHARGE ID	QTY. UNIT	RATE	AMOUNT
07/30/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/31/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
08/04/14	TRANSPORT 613C SCRAPER TO YARD	93200HL123399	8.00 HOUR	\$80.00	\$480.00
08/04/14	DUE TO THE RISING COST OF FUEL WE ARE FORCED TO ADD A 10% TEMPORARY BURCHARGE TO OUR TRANSPORTATION CHARGES. WE ARE HOPEFUL THIS IS A TEMPORARY SITUATION. THANK YOU FOR YOUR UNDERSTANDING.	93200HL123366	0.10 SUR	\$480.00	\$48.00

TOTAL INVOICE AMOUNT: \$5,474.00
 PAYMENT RECEIVED: \$0.00
 TOTAL DUE: \$5,474.00

Any discrepancy found on this invoice must be reported to Downs Equipment Rentals, Inc. by first class mail postmarked on or before 09/07/14 or by facsimile date-stamped on or before 09/07/14. Failure to report any and all discrepancies within the time period specified herein constitutes Customer's acceptance of this invoice as submitted. Finance charges on unpaid balances after 60 days from this invoice date will be at the rate of 1.5% per month, which is an annual rate of 18%. If collection is made by an attorney or collection agency, the renter agrees to pay all costs and attorney fees.

George A. Bertrand Jr.
BERTRAND ENTERPRISES
1210 W. Graaf Ave.
Ridgecrest, Calif. 93555
(760) 446-6600 (760) 446-2669

#9112

GRIFFITH COMPANY
1128 Carrier Parkway Ave.
Bakersfield CA 93308-

SUNLAND ST
30586

VIA	FOB	Terms NET 30	YOUR #		
DESCRIPTION	ORDERED	SHIPPED	UNIT PRICE	DISC.	EXTENDED
WATER TRUCK RENTAL ITEM # 4	9.0	9.0	100.0000		900.00

~~PAID~~

PAID
AUG 05 2014
BANK OF AMERICA

Sub-Total : 900.00
Tax : 0.00
Total : 900.00
Net To Pay: 900.00

DOWN'S

Equipment Rentals, Inc.
 Bakersfield • Santa Maria • Fresno
 P.O. BOX 80536 BAKERSFIELD, CA 93380-0636
 (800) 350-6626 • FAX (661) 388-9555

INVOICE NO. 463934

INVOICE DATE: 08/08/14
 Page 1 of 2

19155

712

GRIFFITH CO.
 1128 CARRIER PARKWAY AVE.
 BAKERSFIELD, CA 93308-

RENTAL: 1698 613C SCRAPER
 RENTAL PERIOD: 07/03/14 - 07/31/14
 RENTAL RATE: WEEKLY ; \$1,800.00
 RENTAL TERMS: NET 30 DAYS
 PAYMENT DUE: 09/07/14

JOB LOCATION: RIDGECREST BLVD AND
 SUNLAND, RIDGECREST

P.O. REFERENCE: 11374793

DATE	CHARGE DESCRIPTION	CHARGE ID	QTY. UNIT	RATE	AMOUNT
07/03/14	TRANSPORT 613C SCRAPER TO SITE	93200HL122764	6.76 HOUR	\$80.00	\$460.00
07/03/14	DUE TO THE RISING COST OF FUEL WE ARE FORCED TO ADD A 10% TEMPORARY SURCHARGE TO OUR TRANSPORTATION CHARGES. WE ARE HOPEFUL THIS IS A TEMPORARY SITUATION. THANK YOU FOR YOUR UNDERSTANDING.	93200HL122764	0.10 BUR	\$460.00	\$46.00
07/03/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/04/14	HOLIDAY	93200RC39449	0.00 DAY	\$320.00	\$0.00
07/05/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/06/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/07/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/08/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/09/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/10/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/11/14	STANDBY	93200RC39484	0.00 DAY	\$320.00	\$0.00
07/12/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/13/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/14/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/15/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/16/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/17/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/18/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/19/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/20/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/21/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/22/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/23/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/24/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/25/14	613C SCRAPER RENTAL	93200RC1000	1.00 DAY	\$320.00	\$320.00
07/26/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/27/14	WEEKEND	93200RC1050	0.00 DAY	\$320.00	\$0.00
07/28/14	STANDBY	93200RC39534	0.00 DAY	\$320.00	\$0.00
07/29/14	STANDBY	93200RC39534	0.00 DAY	\$320.00	\$0.00

SCANNED

TOTAL INVOICE AMOUNT: \$6,474.00
 PAYMENT RECEIVED: \$0.00
 TOTAL DUE: \$6,474.00

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Equipment Rentals, Inc.
 Bakersfield • Santa Maria • Fresno
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INVOICE NO. 463934

INVOICE DATE: 08/08/14
 Page 2 of 2

712

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GRIFFITH CO.
 1128 CARRIER PARKWAY AVE.
 BAKERSFIELD, CA 93308-

RENTAL: 1896 613C SCRAPER
 RENTAL PERIOD: 07/03/14 - 07/31/14
 RENTAL RATE: WEEKLY ; \$1,600.00
 RENTAL TERMS: NET 30 DAYS
 PAYMENT DUE: 09/07/14
 JOB LOCATION: RIDGECREST BLVD AND
 SUNLAND, RIDGECREST

P.O. REFERENCE: 11374793

DATE	CHARGE DESCRIPTION	CHARGE ID	QTY.	UNIT	RATE	AMOUNT
07/30/14	613C SCRAPER RENTAL	93200RC1000	1.00	DAY	\$320.00	\$320.00
07/31/14	613C SCRAPER RENTAL	93200RC1000	1.00	DAY	\$320.00	\$320.00
08/04/14	TRANSPORT 613C SCRAPER TO YARD	93200HL123368	8.00	HOUR	\$80.00	\$480.00
08/04/14	DUE TO THE RISING COST OF FUEL WE ARE FORCED TO ADD A 10% TEMPORARY SURCHARGE TO OUR TRANSPORTATION CHARGES. WE ARE HOPEFUL THIS IS A TEMPORARY SITUATION. THANK YOU FOR YOUR UNDERSTANDING.	93200HL123368	0.10	HR	\$480.00	\$48.00

TOTAL INVOICE AMOUNT: \$6,474.00
 PAYMENT RECEIVED: \$0.00
 TOTAL DUE: \$6,474.00

Any discrepancy found on this invoice must be reported to Downs Equipment Rentals, Inc. by first class mail postmarked on or before 09/07/14 or by facsimile date-stamped on or before 09/07/14. Failure to report any and all discrepancies within the time period specified herein constitutes Customer's acceptance of this invoice as submitted. Finance charges on unpaid balance after 90 days from this invoice date will be at the rate of 1.5% per month, which is an annual rate of 18%. If collection is made by an attorney or collection agency, the renter agrees to pay all costs and attorney fees.



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

9

DATE: 2/2/2015

Project Name: Sunland Street Rehabilitation and Resurfacing Project

Willdan Project # : 102356

Contractor: Griffith Company

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

As directed by the City of Ridgecrest, Griffith Company is to provide all traffic control and quality control required for change order work.	Cost	(working days)
Original contract amount:	\$ 899,049.00	45
Previous Change Order No(s). amount(s) to:	\$ 55,145.91	0
Current Change Order No. (9) amounts to:	\$ 73,764.17	0
Total increase to contract to date:	\$ 128,910.08	0
Revised contract amount:	\$ 1,027,959.08	45
Percentage of total increase to contract amount to date:	14.34%	

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item	Description	Contract Qty	Previous Change Order Qty.	THIS Change Order Qty.	Adjusted Contract Quantity	Unit	Unit Cost	Change order Cost	Time Ext. Working Days
9.a	Quantity adjustment for actual quantities installed for Bid Item No. 7 (Remove & Reconstruct PCC Curb & Gutter)	210.00	0.00	119.00	329.00	LF	\$30.00	\$ 3,570.00	0
9.b	Quantity adjustment for actual quantities installed for Bid Item No. 10 (Sawcut, Demolish, & Remove Cross Gutter & Spandrel)	12,000.00	0.00	1,750.00	13,750.00	SF	\$3.25	\$ 5,687.50	0
9.c	Quantity adjustment for actual quantities installed for Bid Item No. 11 (Construct Cross Gutter)	12,500.00	0.00	1,250.00	13,750.00	SF	\$13.80	\$ 17,250.00	0
9.d	Quantity adjustment for actual quantities installed for Bid Item No. 12 (Remove and Reconstruct PCC Driveway)	60.00	0.00	340.00	400.00	SF	\$8.50	\$ 2,890.00	0
9.e	Quantity adjustment for actual quantities installed for Bid Item No. 13 (Remove and Reconstruct ADA Curb Ramps Type B)	8.00	0.00	2.00	10.00	EA	\$2,050.00	\$ 4,100.00	0
9.f	Quantity adjustment for actual quantities installed for Bid Item No. 15 (Roadway Excavation)	1,560.00	0.00	540.00	2,100	CY	\$14.35	\$ 7,749.00	0
9.g	Quantity adjustment for actual quantities installed for Bid Item No. 16 (Cement Treatment and Pulverized Material)	169,000.00	0.00	-16,331.00	152,669.00	SF	\$0.80	\$ (13,064.80)	0
9.h	Quantity adjustment for actual quantities installed for Bid Item No. 17 (Type B Hot Mix Asphalt Concrete Overlay)	3,100.00	0.00	501.77	3,601.77	TN	\$93.00	\$ 46,664.61	0
9.i	Quantity adjustment for actual quantities installed for Bid Item No. 18 (AC Pavement Reconstruct - Upjohn Ave)	1,000.00	0.00	-49.00	951.00	SF	\$15.86	\$ (777.14)	0
9.j	Quantity adjustment for actual quantities installed for Bid Item No. 19 (AC Pavement Reconstruct - Residential St Terry Ln & Debra Ln)	1,900.00	0.00	-20.00	1,880.00	SF	\$15.25	\$ (305.00)	0
TOTAL THIS CHANGE ORDER:								\$ 73,764.17	0

Requested: Michael R. [Signature]
Construction Manager/Resident Engineer

Date: 2/9/15

Approved: Loren E. [Signature]
City Engineer

Date: 2/18/15

Approved: _____
Public Works Director

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: [Signature]
GRIFFIN COMPANY
Contractor

Date: 2/3/15

By: [Signature]
LUCAS J. WALKER
REGIONAL MANAGER

Title: _____

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

SUBJECT: Approve Contract Change Order Numbers Twenty-One, Twenty-Two and Twenty-Three With The Contractor, Griffith Company, For The West Ridgecrest Boulevard Project And Authorize The City Manager, Dennis Speer To Sign The Change Order Numbers Twenty-One, Twenty-Two and Twenty-Three

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:
As the West Ridgecrest Boulevard Project is coming to an end, additions to the project required changes to the plans and specifications.

Change Order #21	Place temporary AC grindings a regrade curb And gutter at southwest corner of Downs St And Ridgecrest Blvd. Includes labor, materials And equipment	\$2,510.87
Change Order #22	Remove, replace, and recompact Class II base On cross gutter of north side of Norma St. Includes labor, materials and equipment	\$ 881.55
Change Order #23	Provide additional mobilization of cold milling Machine during Phase 3 to expedite paving schedule	\$1,121.25
	TOTAL	\$4,513.67

This dollar amount will be added to the existing PO #7344.

The funding source for this project will come from 018-4760-430-4601 ST1201.

FISCAL IMPACT: None

Reviewed by Finance Director

ACTION REQUESTED:
Approve Contract Change Order Numbers Twenty-One, Twenty-Two and Twenty-Three With The Contractor, Griffith Company, For The West Ridgecrest Boulevard Project And Authorize The City Manager, Dennis Speer, To Sign The Change Order Numbers Twenty-One, Twenty-Two and Twenty-Three

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

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RESOLUTION NO. 15-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING CONTRACT CHANGE ORDER NUMBERS TWENTY-ONE, TWENTY-TWO AND TWENTY-THREE WITH THE CONTRACTOR, GRIFFITH COMPANY, FOR THE WEST RIDGECREST BOULEVARD PROJECT AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE CHANGE ORDER NUMBERS TWENTY-ONE, TWENTY-TWO AND TWENTY-THREE

WHEREAS, the West Ridgecrest Boulevard Project is coming to an end, additions to the project required changes to the plans and specifications; and

WHEREAS, Change Order #21 was to place temporary AC grindings and re-grade curb and gutter at th southwest corner of Downs Street and West Ridgecrest Boulevard. This included labor, materials and equipment for a fee of \$2,510.87; and

WHEREAS, Change Order #22 was to remove, replace, and re-compact Class II base on cross gutter on the north side of Norma Street. This included labor, materials and equipment for a fee of \$ 881.55; and

WHEREAS, Change Order #23 was to provide additional mobilization of the cold milling machine during Phase 3 of construction to expedite the paving schedule for a fee of \$1,121.25;and

WHEREAS, the total dollar value for the change orders total is a positive \$4,513.67; and

WHEREAS, this dollar amount will be added to the existing PO #7344; and

WHEREAS, the funding source for this project will come from 018-4760-430-4601 ST1201.

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

1. Approves the Change Order Numbers Twenty-One, Twenty-Two And Twenty-Three to Griffith Company to provide additions to the West Ridgecrest Boulevard Project at the cost of \$4,513.67.
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 Change Order Numbers Twenty-One, Twenty-Two And Twenty-Three to Griffith Company

APPROVED AND ADOPTED this 4th day of March 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

Peggy Breeden, Mayor

Rachel J. Ford, CMC
City Clerk



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

21

DATE:

2/5/15

Project Name: West Ridgecrest Blvd Reconstruction Project, RPSTPL-5385(048)

Willdan Project # : 102225

Purchase Order No.: 007344

Contractor: Griffith Company

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Table with 3 columns: Description, Cost, (calendar days). Rows include Original contract amount, Previous Change Order No(s) amount(s), Current Change Order No. (21) amounts to, Total increase to contract to date, Revised contract amount, and Percentage of total increase to contract amount to date.

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Table with 9 columns: Item, Description, Contract Qty, Change Order Qty, Adjusted Contract Quantity, Unit, Unit Cost, Change order Cost, Time Ext. Calendar Days. Row 21: Time and materials to place temporary AC grindings and regrade curb and gutter due to conflicts with existing SCE power pole at the southwest corner of Downs St and Ridgecrest Blvd.

TOTAL THIS CHANGE ORDER: \$ 2,510.87 0

Requested: [Signature] Construction Manager/Resident Engineer

Date: 2/10/15

Approved: [Signature] City Engineer

Date: 2/12/15

Approved: Public Works Director

Date:

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: [Signature] GRIFITH COMPANY Contractor

Date: 2/9/15

By: [Signature] LUCAS J. WALKER REGIONAL MANAGER

Title:

Job 30586.30 - Approved #11332

Business Unit	Bakersfield Division	Foreman	CLARENCE SISCO
Work Start	11/6/2014 7:00 AM	Supervisor	Aaron Robinson
Work Stop	11/6/2014 3:30 PM	Work Hours	
Weather	Sunny	Breaks	First Break, Second Break
Safety Meeting []	Stretch & Flex []	Senior Inspector	
Site Safety Review		Add'l Inspectors	
Water Quality BMP			All Hands Safety Meeting []
Safety Meeting Notes			

Accident Report Filed [] Accident Occurance No

Activity and Diary

Finegrade H/C ramps norma S/W corner N/W corner , Downs N/E corner & S/E corner, then start grading C&G & spandral on downs S/W corner to new grades, Landscape crew still tying in bulb outs on ridgecrest blvd should be done by approx 2pm we will start backfilling the last 10 tomorrow, they will then start on tree wells today ??? I am also raising M/Hs on mayhan st 2 of them the city said not to raise Mon,t leave them as they are final clean up on mayhan

LaborDetail

Emp #	Employee Name	Inj	Sub	Start	Stop	Hours	Lunch
Phase	Phase Description			Reg	OT	DT	Total
10684	PHILLIP JASON BROWN	[]	[X]	7:00 AM	4:30 PM	9.50	0.50
30.64.1	Final Clean Up			8.00	1.00	0.00	9.00
	Subtotal - PHILLIP JASON BROWN			8.00	1.00	0.00	9.00
46610	MATTHEW JOYNER	[]	[]	7:00 AM	3:30 PM	8.50	0.50
30.800.01	Traffic Control			8.00	0.00	0.00	8.00
	Subtotal - MATTHEW JOYNER			8.00	0.00	0.00	8.00
97646	CLARENCE SISCO	[]	[X]	7:00 AM	4:30 PM	9.50	0.50
30.39.14	Finegrade For Cross/Gutter Stage 1			4.00	0.00	0.00	4.00
	Subtotal - CLARENCE SISCO			4.00	0.00	0.00	4.00
99006	RONALD HIGGINBOTHAM, JR	[]	[X]	7:00 AM	4:30 PM	9.50	0.50
30.39.08	Finegrade/Compact For Flatwork - Stage 1			4.00	1.00	0.00	5.00
30.39.14	Finegrade For Cross/Gutter Stage 1			4.00	0.00	0.00	4.00
	Subtotal - RONALD HIGGINBOTHAM, JR			8.00	1.00	0.00	9.00
99030	PRIMITIVO ORTEGA	[]	[]	7:00 AM	3:30 PM	8.50	0.50
30.64.1	Final Clean Up			8.00	0.00	0.00	8.00
	Subtotal - PRIMITIVO ORTEGA			8.00	0.00	0.00	8.00
99156	GREG BEAM	[]	[X]	7:00 AM	4:30 PM	9.50	0.50
30.900.3	Additional Foreman Days			8.00	1.00	0.00	9.00
	Subtotal - GREG BEAM			8.00	1.00	0.00	9.00

LaborDetail

Emp #	Employee Name	Inj	Sub	Start	Stop	Hours	Lunch
Phase	Phase Description			Reg	OT	DT	Total
99320	MIGUEL LOPEZ CRUZ	[]	[]	7:00 AM	3:30 PM	8.50	0.50
30.800.01	Traffic Control			8.00	0.00	0.00	8.00
	Subtotal - MIGUEL LOPEZ CRUZ			8.00	0.00	0.00	8.00
99515	FRANK OBIOLS	[]	[X]	7:00 AM	3:30 PM	8.50	0.50
30.39.08	Finegrade/Compact For Flatwork - Stage 1			2.00	0.00	0.00	2.00
30.39.14	Finegrade For Cross/Gutter Stage 1			2.00	0.00	0.00	2.00
	Subtotal - FRANK OBIOLS			4.00	0.00	0.00	4.00
99683	ZACHARY VANCE	[]	[]	7:00 AM	3:30 PM	8.50	0.50
30.39.08	Finegrade/Compact For Flatwork - Stage 1			4.00	0.00	0.00	4.00
30.39.14	Finegrade For Cross/Gutter Stage 1			4.00	0.00	0.00	4.00
	Subtotal - ZACHARY VANCE			8.00	0.00	0.00	8.00
				64.00	3.00	0.00	67.00

Labor Summary

Phase	Description	Reg	OT	DT	Total
30.39.08	Finegrade/Compact For Flatwork - Stage 1	10.00	1.00	0.00	11.00
30.39.14	Finegrade For Cross/Gutter Stage 1	14.00	0.00	0.00	14.00
30.64.1	Final Clean Up	16.00	1.00	0.00	17.00
30.800.01	Traffic Control	16.00	0.00	0.00	16.00
30.900.3	Additional Foreman Days	8.00	1.00	0.00	9.00
		64.00	3.00	0.00	67.00

Equipment Detail

Equip #	Equipment Description	Vendor	Rent EQ Name	Hours
Phase	Phase Description			
Griffith Equipment				
3398	BACKHOE			
30.58.2	Backfill Planters			4.00
30.39.14	Finegrade For Cross/Gutter Stage 1			4.00
	Subtotal - 3398			8.00
3512	SKIP LOADER			
30.64.1	Final Clean Up			4.00
	Subtotal - 3512			4.00
7537	AUTOMOBILE			
30.900.3	Additional Foreman Days			8.00
	Subtotal - 7537			8.00
8264	PICKUP TRUCK			
30.39.08	Finegrade/Compact For Flatwork - Stage 1			4.00
30.39.14	Finegrade For Cross/Gutter Stage 1			4.00
	Subtotal - 8264			8.00

Equipment Detail

<u>Equip #</u>	<u>Equipment Description</u>	<u>Vendor</u>	<u>Rent EQ Name</u>	
<u>Phase</u>	<u>Phase Description</u>			<u>Hours</u>
Griffith Equipment				
8285	PICKUP TRUCK			
30.39.08	Finegrade/Compact For Flatwork - Stage 1			4.00
30.39.14	Finegrade For Cross/Gutter Stage 1			4.00
	Subtotal - 8285			<u>8.00</u>
	Subtotal - Griffith Equipment			<u>36.00</u>
Rented Equipment				
rflighttwr	Light Towers -Rental			
30.800.01	Traffic Control			8.00
	Subtotal - rflighttwr			<u>8.00</u>
rflighttwr	Light Towers -Rental			
30.800.01	Traffic Control			8.00
	Subtotal - rflighttwr			<u>8.00</u>
rflighttwr	Light Towers -Rental			
30.800.01	Traffic Control			8.00
	Subtotal - rflighttwr			<u>8.00</u>
rflighttwr	Light Towers -Rental			
30.800.01	Traffic Control			8.00
	Subtotal - rflighttwr			<u>8.00</u>
	Subtotal - Rented Equipment			<u>32.00</u>
	Total - All Equipment			<u>68.00</u>

United Rentals

BRANCH 555
1241 WEST INYOKERN RD
RIDGECREST CA 93555-2356
760-446-7628
760-446-5132 FAX

99901
87305

4 WEEK BILLING INVOICE

120430937-003

Job Site

GRIFFITH COMPANY
RIDGECREST AND DOWNS
X: RIDGECREST@DOWNS
RIDGECREST CA 93555
Office: 661-392-6640 Cell: 661-392-6640

3.19911MB0.432 73099521.p05 631881 1-1 0



GRIFFITH COMPANY XXXXXXXXXXXX
3050 E BIRCH ST
BREA CA 92821-6248

Customer # : 1259048
Invoice Date : 08/03/14
Date Out : 06/16/14 11:00 AM
Billed Through : 08/11/14 00:00
UR Job Loc : RIDGECREST AND DOWNS
UR Job # : 19
Customer Job ID:
P.O. # : 30586
Ordered By : GREG BEAM
Written By : JODY GAUNT
Salesperson : GEORGE GARCIA

Invoice Amount: \$2,149.48

Terms: Due Upon Receipt
Payment options: Contact our credit office 761-599 2418
REMIT TO: UNITED RENTALS (NORTH AMERICA) INC
FILE 51122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:			Minimum	Day	Week	4 Week	Amount
Qty	Equipment	Description					
1	10015642	BACKHOE/LOADER 60-90HP 4WD EXT-A-HOE Make: JOHN DEERE Model: 310J 4WD EXTCAB Serial: 1T0310JXJBD215024 Meter out: 1228.20 Meter in: .00	384.00	384.00	950.00	1975.00	1,975.00
1	902/5036	BACKHOE BUCKET 36"					N/C
							1,975.00
							Extended Amt.
SALES/MISCELLANEOUS ITEMS:							
Qty	Item						
1	ENVIRONMENTAL CHARGE						10.66
							10.66
							1,985.66
							163.82
							2,149.48

WEST KERN MACHINERY

COMMENTS/NOTES:

BILLED FOR FOUR WEEKS 7/14/14 THRU 8/11/14 11:00 AM

PROFESSIONALS IN CUSTOMER SERVICE
1-800-464-4046

CORP

11 2014

RECEIVED
AUG 13 2014
BAKERSFIELD

SENT TO
AUG 12 2014
Bakersfield

SCANNED
AUG 11 2014

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.



Remit To:
 34921 PETROL ROAD
 BAKERSFIELD, CA 93308
 Phone: 661-587-0500

Job Site:
 GRIFFITH COMPANY
 1128 CARRIER PARKWAY AVE
 BAKERSFIELD, CA 93308
 C#: 661-392-6640 J#: 661-392-6640
#5254

4 WEEK BILL

Invoice #... 22273-0003
 Invoice date 8/08/14
 Date out... 6/23/14 7:00 AM
 Billed thru 8/18/14
 Job Loc... RIDGECREST
 Job No...
 P.O. #... ~~01371495~~
 Ordered By.. ERIC
 Terms..... Net 30 Days
 Written by..

Customer: 1016
 GRIFFITH COMPANY
 1128 CARRIER PARKWAY AVE
 BAKERSFIELD, CA 93308
 Sales Rep: TRENT MORRIS
Copy

3058.00 30-800.01

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	MESSAGE BOARD 211-701	150.00	150.00	500.00	1500.00	1500.00
	Make: WANCO Model: MESSAGE BOARD Ser #: 5F12S1616710058					
1	MESSAGE BOARD 211-907	150.00	150.00	500.00	1500.00	1500.00
	Make: WANCO Model: MESSAGE BOARD Ser #: 5F12S1616910021					
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	CA SVC	EA	45.000			45.00
	CA SERVICE FEE					
					Sub-total:	3045.00
					Total:	3045.00

BILLED FOR FOUR WEEKS 7/21/14 THRU 8/18/14 07:00 AM

RECEIVED
 SCANNED
 AUG 14 2014
 BAKERSFIELD

**CUSTOMER IS RESPONSIBLE FOR CONTACTING US WHEN THEY ARE FINISHED WITH THE EQUIPMENT.
 IT WILL REMAIN ON RENT UNTIL THE CUSTOMER CALLS OFF THE EQUIPMENT.
 WE CHARGE FOR TIME OUT - NOT TIME USED**

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE DELAYS OR OVERTIME RATES APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS

1. All equipment is rented on a basis of not more than eight hours metered time over a 24-hour period, with additional metered hours during the 24-hour period pro-rated. Rentals presume eight hours use per day, 40 hours per week, 160 hours per month.
 2. DAMAGE WAIVER CHARGE (DWC) IS 14% OF RENTAL CHARGE. RENTER MAY DECLINE BENEFITS OF DAMAGE WAIVER BY INITIALING ON THE REVERSE SIDE OF THIS CONTRACT. DWC IS NOT INSURANCE.
 3. DAMAGE WAIVER CLAIMS ARE AT THE TOTAL DISCRETION OF THE RENTING COMPANY.
 4. I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. I understand that this is NOT a rent-to-own agreement. I verify that the address given is my current and present address.

CUSTOMER SIGNATURE DATE NAME PRINTED DELIVERED BY DATE

Job 30586.30 - Approved Field Log #8525

Business Unit	Bakersfield Division	Foreman	GREG BEAM
Work Start	8/7/2014 6:00 AM	Supervisor	Aaron Robinson
Work Stop	8/7/2014 3:30 PM	Work Hours	
Weather	Hot	Breaks	First Break, Second Break
Safety Meeting []	Stretch & Flex []	Senior Inspector	Larry Brown
Site Safety Review		Add'l Inspectors	
Water Quality BMP			All Hands Safety Meeting []
Safety Meeting Notes			

Accident Report Filed [] Accident Occurance No

Activity and Diary

Mill asphalt from Norma to Alvord, asphalt in excess of 1" thick, grinder 2 hours late, in the ground at 8:10 AM
 Pothole gas lines behind grinder, varying depths from .85' to 3'
 Uncovered old concrete encasement or road in east bound lane under .15' of asphalt. It appears to be about 6' wide and runs thru the Alvord intersection

Labor Detail

Emp #	Employee Name	Inj	Sub	Start	Stop	Hours			Lunch
						Reg	OT	DT	
21150	JOSE ELIZONDO	[]	[X]	6:00 AM	6:00 PM	12.00			0.00
30.800.01	Traffic Control			8.00	4.00		0.50		12.50
	Subtotal - JOSE ELIZONDO			8.00	4.00		0.50		12.50
46610	MATTHEW JOYNER	[]	[]	6:00 AM	6:00 PM	12.00			0.00
30.34.10	Cold Plane Support			7.00	4.00		0.50		11.50
30.800.02	Misc. Utilities			1.00	0.00		0.00		1.00
	Subtotal - MATTHEW JOYNER			8.00	4.00		0.50		12.50
54977	DAVID MASSEY	[]	[]	6:00 AM	6:00 PM	12.00			0.00
30.800.01	Traffic Control			8.00	4.00		0.50		12.50
	Subtotal - DAVID MASSEY			8.00	4.00		0.50		12.50
97890	ROD WITTEN	[]	[X]	6:00 AM	2:30 PM	8.50			0.50
30.34.10	Cold Plane Support			7.00	0.00		0.00		7.00
30.800.02	Misc. Utilities			1.00	0.00		0.00		1.00
	Subtotal - ROD WITTEN			8.00	0.00		0.00		8.00
98069	BROCK FARNUM	[]	[]	4:30 PM	6:00 PM	1.50			0.00
30.34.10	Cold Plane Support			0.00	1.50		0.00		1.50
	Subtotal - BROCK FARNUM			0.00	1.50		0.00		1.50
99156	GREG BEAM	[]	[]	5:30 AM	6:30 PM	13.00			0.00
30.34.10	Cold Plane Support			6.00	4.00		1.50		11.50
30.850.02	Saw Cutting - Austln			1.00	0.00		0.00		1.00
30.800.02	Misc. Utilities			1.00	0.00		0.00		1.00
	Subtotal - GREG BEAM			8.00	4.00		1.50		13.50
99320	MIGUEL LOPEZ CRUZ	[]	[]	6:00 AM	2:30 PM	8.50			0.50
30.34.01	Potholing Crew			8.00	0.00		0.00		8.00
	Subtotal - MIGUEL LOPEZ CRUZ			8.00	0.00		0.00		8.00

Job 30586.30 - Approved Field Log #8525

Emp #	Employee Name	Inj	Sub	Start	Stop	Hours	Lunch
Phase	Phase Description			Reg	OT	DT	Total
99515	FRANK OBIOLS	[]	[]	6:00 AM	6:30 PM	12.50	0.00
30.34.10	Cold Plane Support			8.00	4.00	1.00	13.00
	Subtotal - FRANK OBIOLS			8.00	4.00	1.00	13.00
99681	MICHAEL GRIDER	[]	[]	6:00 AM	4:00 PM	10.00	0.00
30.800.01	Traffic Control			8.00	2.00	0.50	10.50
	Subtotal - MICHAEL GRIDER			8.00	2.00	0.50	10.50
99683	ZACHARY VANCE	[]	[]	6:00 AM	4:00 PM	10.00	0.00
30.34.01	Potholing Crew			8.00	2.00	0.50	10.50
	Subtotal - ZACHARY VANCE			8.00	2.00	0.50	10.50
				72.00	25.50	5.00	102.50

Labor Summary

Phase	Description	Reg	OT	DT	Total
30.34.01	Potholing Crew	16.00	2.00	0.50	18.50
30.34.10	Cold Plane Support	28.00	13.50	3.00	44.50
30.800.01	Traffic Control	24.00	10.00	1.50	35.50
30.800.02	Misc. Utilities	3.00	0.00	0.00	3.00
30.850.02	Saw Cutting - Austin	1.00	0.00	0.00	1.00
		72.00	25.50	5.00	102.50

Equipment Detail

Equip #	Equipment Description	Vendor	Rent EQ Name	Hours
Phase	Phase Description			
Griffith Equipment				
3366	CMS BOARD			
30.850.02	Saw Cutting - Austin			8.00
	Subtotal - 3366			8.00
3540	WHEEL LOADER			
30.34.10	Cold Plane Support			8.00
	Subtotal - 3540			8.00
8274	PICKUP TRUCK			
30.34.10	Cold Plane Support			6.00
30.850.02	Saw Cutting - Austin			1.00
30.800.02	Misc. Utilities			1.00
	Subtotal - 8274			8.00
	Subtotal - Griffith Equipment			24.00
Rented Equipment				
rcms	Changeable Message Sign - Rental			
30.850.02	Saw Cutting - Austin			8.00
30.850.02	Saw Cutting - Austin			8.00
30.850.02	Saw Cutting - Austin			8.00
	Subtotal - rcms			24.00
rjd310bare	Backhoe, 310 John Deere-Rental Bare			
30.34.10	Cold Plane Support			7.00

Job 30586.30 - Approved Field Log #8525

Equip #	Equipment Description	Vendor	Rent EQ Name	Hours
Phase	Phase Description			
Rented Equipment				
30.800.02	Misc. Utilities			1.00
	Subtotal - rjd310bare			8.00
	Subtotal - Rented Equipment			32.00
	Total - All Equipment			56.00



Quotation

Attn: Steve Devers sdevers@griffithcompany.n

Quote Name: 7th Standard & Buttonwillow Project
Quote #: 216559

GRIFFITH COMPANY
1128 CARRIER PARKWAY AVE
BAKERSFIELD, CA 93308
Acct#: 215186

FOB Panama Plant
8517 Panama Lane
BAKERSFIELD, CA 93311

Date: Friday, February 6, 2015
Quote Created: Friday, February 6, 2015

Sales Rep : Tony Smith

Effective From: Friday, February 6, 2015
Quote Expiration: Sunday, March 8, 2015
Price Expiration: Sunday, March 15, 2015

Phone: 661-835-4816
Fax : 661-834-8378
Email: smithtd@vmcmail.com

Special Instructions:

Tax not included.

ASPHALT

Table with 5 columns: Plant, Product Name, Product #, Qty U/M, F.O.B. Plant Per Unit. Row 1: BAKERSFIELD HMA, 3/4 MM 64-10 KERN CO, 210800, 70 Tons, \$58.50

Other Charges
Environmental Fee -Agg & Asphalt at \$5.00 / Load

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.
Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.
Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)
This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____ Date: _____

Sales Representative: _____ Date: _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <http://www.marsh.com/moi?client=D156>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its West Division in Los Angeles, California, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

ADDITIONAL TERMS - READY MIXED CONCRETE

POINT OF DELIVERY

Vulcan agrees to make ready mixed concrete delivery on the street adjacent to Customer's project at curbside unless otherwise ordered by Customer, and then only to point accessible to Vulcan's truck. In the event Customer orders delivery beyond curb line, Vulcan shall have no liability for damage to sidewalks, driveways or other property, and Customer hereby agrees to defend, indemnify and hold Vulcan harmless against all liability, loss and expense (including reasonable attorneys' fees) alleged to have arisen from any such damage. Customer agrees to pay any and all costs for repairs, necessitated by damage to Vulcan's trucks and/or equipment resulting from any cause whatever during the process of delivery on the project site or unloading on the project site, other than to the extent caused by the negligence of Vulcan's employee or mechanical failure of Vulcan's equipment.

CUSTOMER TO PAY FOR ALL BATCHED CONCRETE

Customer shall pay for all ready mixed concrete ordered by Customer that has left Vulcan's plant regardless of whether Customer is able to accept delivery of the concrete at the project, except that Customer may reject out-of-specification concrete if notice is given to Vulcan immediately upon discovery of such non-conformance.

MINIMUM LOAD

Unless otherwise expressly stated in the Vulcan Sales Documents, unit prices are based on delivery of a full load, deliveries of less than a full load will be charged a minimum load fee based on Vulcan's prevailing rates, and Vulcan will provide Customer with one daily "finish load" at no additional charge.

STANDBY TIME

Unless otherwise expressly stated in the Vulcan Sales Documents, excess unloading or delay time will be charged at the applicable rate.

LIMITED WARRANTY AND WARRANTY DISCLAIMER FOR READY-MIXED CONCRETE

Vulcan warrants for a period of one (1) year from date of delivery only that the concrete material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever for ready-mixed concrete with respect to (1) whether any aggregates in said concrete material are innocuous, non-deleterious, or non-reactive, (2) whether any concrete material is subject to pop-outs, expansion, checking, discoloring, spalling, fretting, consolidation, scaling, efflorescence or cracking, (3) the durability of the concrete, including but not limited to sulfate resistance, (4) whether any concrete material, both in its quality, quantity, characteristics, and proportions, including but not limited to cement type and water-to-cement ratio, is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. No warranty shall apply in the event that water or any other substance or material is added to the concrete either by or at the request of customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No. 22

22

DATE: 2/5/15

Project Name: West Ridgecrest Blvd Reconstruction Project, RPSTPL-5385(048)

Willdan Project #: 102225

Purchase Order No.: 007344

Contractor: Griffith Company

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

As directed by the City of Ridgecrest, Griffith Company is to provide all traffic control and quality control required for change order work.	Cost	(calendar days)
Original contract amount:	\$ 5,484,474.00	210
Previous Change Order No(s), amount(s) to:	\$ 217,805.34	36
Current Change Order No. (22) amounts to:	\$ 881.55	0
Total increase to contract to date:	\$ 218,686.89	36
Revised contract amount:	\$ 5,703,160.89	246
Percentage of total increase to contract amount to date:	3.99%	

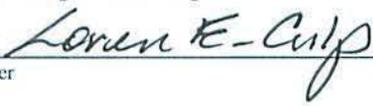
DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item	Description	Contract Qty	Change Order Qty	Adjusted Contract Quantity	Unit	Unit Cost	Change order Cost	Time Ext. Calendar Days
22	Time and materials to remove, replace, and recompact Class II base for the proposed cross gutter on the north side of Norma St at Ridgecrest Blvd. Material had to be removed and replaced due to a leaking water service that flooded the area and compromised the previously prepared subgrade. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markups, required to complete the extra work. Refer to DEWR #2245.	0	1	1	LS	\$881.55	\$ 881.55	0

TOTAL THIS CHANGE ORDER: \$ 881.55 0

Requested: 
Construction Manager/Resident Engineer

Date: 2/10/15

Approved: 
City Engineer

Date: 2/17/15

Approved: _____
Public Works Director

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted:  **GRIFFITH COMPANY**
Contractor

Date: 2/9/15

By: LUCAS J. WALKER
REGIONAL MANAGER

Title: _____

GRIFFITH COMPANY
DAILY EXTRA WORK REPORT

No. 2245

JOB NO 30586

DATE: 7-28-14

AUTHORIZATION _____

TRACT/UNIT: 30.800.02

PERFORMED FOR: C.O.R.

LOCATION OF WORK: NORMAN RIDGECREST BLVD

DESCRIPTION OF WORK: REMOVE C12, REPLACE AND RECOMPACT C12 DUE TO FLOODING CAUSED BY LEAKING WATER SERVICE

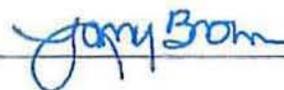
		HOURS	HOURLY RATE	EXTENDED AMOUNT
LABOR				
<u>R. WITTEN</u>	<u>Op</u>	<u>4</u>		
<u>R. Higginbotham</u>	<u>4-man</u>	<u>2</u>		
<u>M. Griser</u>	<u>labor</u>	<u>2</u>		
TOTAL COST OF LABOR				
EQUIPMENT				
<u>Rentco HOF</u>		<u>4</u>		
<u>Pick-up</u>		<u>2</u>		
TOTAL COST OF EQUIPMENT				
MATERIALS AND OR WORK DONE BY OTHER THAN CONTRACTOR'S FORCES				
<u>VERIFY HOURS ONLY</u>				
TOTAL COST OF MATERIALS				
TOTAL THIS REPORT				

I HEREBY CERTIFY THE ABOVE REPORT TO BE CORRECT



GRIFFITH COMPANY

RECEIVED AUG 14 2014



United Rentals

#97301

4 WEEK BILLING INVOICE

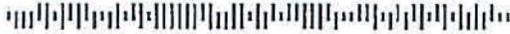
BRANCH 555
1241 WEST INYOKERN RD
RIDGECREST CA 93555-2356
760-446-7628
760-446-5132 FAX

120235046-002

GRIFFITH COMPANY
RIDGECREST AND DOWNS
x:RIDGECREST@DOWNS
RIDGECREST CA 93555
Office: 661-392-6640 Cell: 661-392-6640

Customer # : 1259048
Invoice Date : 07/27/14
Date Out : 06/09/14 07:30 AM
Billed Through : 08/04/14 00:00
UR Job Loc : RIDGECREST AND DOWNS
UR Job # : 19
Customer Job ID:
P.O. # : 30586
Ordered By : GREG BEAM
Written By : JODY GAUNT
Salesperson : GEORGE GARCIA

3.1.934 1 MB 0.432 7:128S21.p05 554031 1-1 0



GRIFFITH COMPANY XXXXXXXXXXXX
3050 E BIRCH ST
BREA CA 92821-6248

Invoice Amount: \$2,435.72

Terms: Due Upon Receipt
Payment options: Contact our credit office 763-509-2418
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:		Minimum	Day	Week	4 Week	Amount
Qty	Equipment Description					
1	10247279 LOADER LANDSCAPER 4WD Make: CASE Model: 570NXT Serial: JJGN570NPEC713071 Meter out: 39.20 Meter in: .00	340.00	340.00	983.00	2238.00	2,238.00
Rental Subtotal:						2,238.00
SALES/MISCELLANECUS ITEMS:		Price	Unit of Measure	Extended Amt.		
1	ENVIRONMENTAL CHARGE [ENV/MCI]	12.080	EACH	12.08		
Sales/Misc Subtotal:						12.08
Agreement Subtotal:						2,250.08
Tax:						185.64
Total:						2,435.72

COMMENTS/NOTES:

BILLED FOR FOUR WEEKS 7/07/14 THRU 8/04/14 07:30 AM

Rec'd CORP
AUG 04 2014

SENT TO
AUG 04 2014
Bakersfield

SCANNED
AUG 04 2014

RECEIVED

AUG 05 2014

BAKERSFIELD

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.



Remit To:
 34921 PETROL ROAD
 BAKERSFIELD, CA 93308
 Phone: 661-587-0500

Job Site:
 GRIFFITH COMPANY
 1128 CARRIER PARKWAY AVE
 BAKERSFIELD, CA 93308
 #5254
 C#: 661-392-6640 J#: 661-392-6640

4 WEEK BILL

Invoice #... 22273-0003
 Invoice date 8/08/14
 Date out... 6/23/14 7:00 AM
 Billed thru. 8/18/14
 Job Loc.... RIDGECREST
 Job No.....
 P.O. #..... ~~11374195~~
 Ordered By.. ERIC
 Terms..... Net 30 Days
 Written by..

Customer: 1016
 GRIFFITH COMPANY
 1128 CARRIER PARKWAY AVE
 BAKERSFIELD, CA 93308
 Sales Rep: TRENT MORRIS
 Copy

~~30586~~ 30-800-01

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	MESSAGE BOARD 211-701	150.00	150.00	500.00	1500.00	1500.00
	Make: WANCO Model: MESSAGE BOARD Ser #: 5F12S1616710058					
1	MESSAGE BOARD 211-907	150.00	150.00	500.00	1500.00	1500.00
	Make: WANCO Model: MESSAGE BOARD Ser #: 5F12S1616910021					

SALES ITEMS:
 Qty Item number Unit Price Amount
 1 CA SVC Arsenal EA 5.000 45.00
 CA SERVICE FEE

BILLED FOR FOUR WEEKS 7/21/14 THRU 8/18/14 07:00 AM
 Sub-total: 3045.00
 Total: 3045.00
Equipment Rentals

RECEIVED
 SCANNED
 AUG 14 2014
 BAKERSFIELD

**CUSTOMER IS RESPONSIBLE FOR CONTACTING US WHEN THEY ARE FINISHED WITH THE EQUIPMENT.
 IT WILL REMAIN ON RENT UNTIL THE CUSTOMER CALLS OFF THE EQUIPMENT.
 WE CHARGE FOR TIME OUT - NOT TIME USED**

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
 MULTIPLE SHIFTS OR OVERTIME RATES APPLY
 CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES OR REPAIRS

1. All equipment is rented on a basis of not more than eight hours metered time over a 24-hour period, with additional metered hours during the 24-hour period pro-rated. Rentals presume eight hours use per day, 48 hours per week, 168 hours per month.
 2. DAMAGE WAIVER CHARGE (DWC) IS 14% OF RENTAL CHARGE. RENTER MAY DECLINE BENEFITS OF DAMAGE WAIVER BY INITIALING ON THE REVERSE SIDE OF THIS CONTRACT. DWC IS NOT INSURANCE.
 3. DAMAGE WAIVER CLAIMS ARE AT THE TOTAL DISCRETION OF THE RENTING COMPANY.
 4. I have read and understand the terms and conditions on both sides of this agreement and certify that these printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. I understand that this is NOT a rent-to-own agreement. I verify that the address given is my current and present address.

CUSTOMER SIGNATURE DATE NAME PRINTED DELIVERED BY DATE

Job 30586.30 - Approved Field Log #8270

Business Unit	Bakersfield Division	Foreman	GREG BEAM
Work Start	7/28/2014 7:00 AM	Supervisor	Aaron Robinson
Work Stop	7/28/2014 3:30 PM	Work Hours	
Weather	Hot	Breaks	First Break, Second Break
Safety Meeting []	Stretch & Flex []	Senior Inspector	Larry Brown
Site Safety Review		Add'l Inspectors	
Water Quality BMP			All Hands Safety Meeting []
Safety Meeting Notes			

Accident Report Filed [] Accident Occurance No

Activity and Diary

FDR 47520 SQ FT, 5280 SQ YDS

Grade spandrel and x gutter at downs, 1100 sq ft

Water leak from water service up stream had entire Norma Intersection flooded when we arrived. We had to postpone our pour until later, removed ci2, installed dryer, recompact, regraded... THEN.. mixer hit 2" service in same Intersection, flooded out again, put off pour until tomorrow.. xtra work for fixing ..

Dustin on site to weld cap on water line encasement that was at wrong grade.. xtra work

Labor Detail

Emp #	Employee Name	Inj	Sub	Start	Stop	Hours		Lunch	Total
						Reg	OT		
21150	JOSE ELIZONDO	[]	[]	6:00 AM	4:00 PM	10.00	0.00	0.50	
30.800.01	Traffic Control			8.00	1.50	0.00	0.00	0.50	9.50
	Subtotal - JOSE ELIZONDO			8.00	1.50	0.00	0.00	0.50	9.50
46610	MATTHEW JOYNER	[]	[]	6:00 AM	2:30 PM	8.50	0.00	0.50	
30.35.1	Finegrade FDR Stage 2			8.00	0.00	0.00	0.00	0.50	8.00
	Subtotal - MATTHEW JOYNER			8.00	0.00	0.00	0.00	0.50	8.00
97890	ROD WITTEN	[]	[X]	6:00 AM	2:30 PM	8.50	0.00	0.50	
30.800.02	Misc. Utilities			4.00	0.00	0.00	0.00	0.50	4.00
30.36.5	Finegrade Agg Base- Report as SF not TON			4.00	0.00	0.00	0.00	0.50	4.00
	Subtotal - ROD WITTEN			8.00	0.00	0.00	0.00	0.50	8.00
98069	BROCK FARNUM	[]	[X]	6:00 AM	2:30 PM	8.50	0.00	0.50	
30.35.1	Finegrade FDR Stage 2			8.00	0.00	0.00	0.00	0.50	8.00
	Subtotal - BROCK FARNUM			8.00	0.00	0.00	0.00	0.50	8.00
99006	RONALD HIGGINBOTHAM, JR	[]	[X]	6:00 AM	4:30 PM	10.50	0.00	0.50	
30.800.02	Misc. Utilities			2.00	0.00	0.00	0.00	0.50	2.00
30.35.2	Finegrade FDR Stage 2			6.00	2.00	0.00	0.00	0.50	8.00
	Subtotal - RONALD HIGGINBOTHAM, JR			8.00	2.00	0.00	0.00	0.50	10.00
99156	GREG BEAM	[]	[X]	5:30 AM	4:30 PM	11.00	0.00	0.50	
30.35.2	Finegrade FDR Stage 2			8.00	2.50	0.00	0.00	0.50	10.50
	Subtotal - GREG BEAM			8.00	2.50	0.00	0.00	0.50	10.50
99280	LEROY GRIDER	[]	[X]	5:30 AM	4:30 PM	11.00	0.00	0.50	
30.35.2	Finegrade FDR Stage 2			8.00	2.50	0.00	0.00	0.50	10.50
	Subtotal - LEROY GRIDER			8.00	2.50	0.00	0.00	0.50	10.50

Job 30586.30 - Approved Field Log #8270

Emp #	Employee Name	Inj	Sub	Start	Stop	Hours	Lunch
Phase	Phase Description			Reg	OT	DT	Total
99281	BRANDON GRIDER	()	()	6:00 AM	4:00 PM	10.00	0.50
30.800.01	Traffic Control			8.00	1.50	0.00	9.50
	Subtotal - BRANDON GRIDER			8.00	1.50	0.00	9.50
99515	FRANK OBIOLS	()	(X)	6:00 AM	4:00 PM	10.00	0.50
30.35.2	Finegrade FDR Stage 2			8.00	1.50	0.00	9.50
	Subtotal - FRANK OBIOLS			8.00	1.50	0.00	9.50
99670	ADRIAN GUTIERREZ	()	()	6:00 AM	4:00 PM	10.00	0.50
30.800.01	Traffic Control			8.00	1.50	0.00	9.50
	Subtotal - ADRIAN GUTIERREZ			8.00	1.50	0.00	9.50
99681	MICHAEL GRIDER	()	()	6:00 AM	4:00 PM	10.00	0.50
30.800.02	Misc. Utilities			2.00	0.00	0.00	2.00
30.800.01	Traffic Control			2.00	0.00	0.00	2.00
30.35.2	Finegrade FDR Stage 2			4.00	1.50	0.00	5.50
	Subtotal - MICHAEL GRIDER			8.00	1.50	0.00	9.50
				88.00	14.50	0.00	102.50

Labor Summary

Phase	Description	Reg	OT	DT	Total
30.35.2	Finegrade FDR Stage 2	50.00	10.00	0.00	60.00
30.36.5	Finegrade Agg Base- Report as SF not TON	4.00	0.00	0.00	4.00
30.800.01	Traffic Control	26.00	4.50	0.00	30.50
30.800.02	Misc. Utilities	8.00	0.00	0.00	8.00
		88.00	14.50	0.00	102.50

Equipment Detail

Equip #	Equipment Description	Vendor	Rent EQ Name	Hours
Phase	Phase Description			
Griffith Equipment				
3366	CMS BOARD			
30.800.01	Traffic Control			8.00
	Subtotal - 3366			8.00
3377	MOTOR GRADER			
30.35.2	Finegrade FDR Stage 2			8.00
	Subtotal - 3377			8.00
8274	PICKUP TRUCK			
30.35.2	Finegrade FDR Stage 2			8.00
	Subtotal - 8274			8.00
8285	PICKUP TRUCK			
30.800.02	Misc. Utilities			4.00
30.35.2	Finegrade FDR Stage 2			4.00
	Subtotal - 8285			8.00
	Subtotal - Griffith Equipment			32.00

Job 30586.30 - Approved Field Log #8270

Equip #	Equipment Description	Vendor	Rent EQ Name	Hours
Phase	Phase Description			
Rented Equipment				
rac634roll	Roller, AC Cat 634C 10-12 -Rental Bare			
30.35.2	Finegrade FDR Stage 2			8.00
	Subtotal - rac634roll			<u>8.00</u>
rcms	Changeable Message Sign -Rental			
30.800.01	Traffic Control			8.00
30.800.01	Traffic Control			8.00
30.800.01	Traffic Control			8.00
	Subtotal - rcms			<u>24.00</u>
rjd310bare	Backhoe, 310 John Deere-Rental Bare			
30.800.02	Misc. Utilitles			4.00
30.36.5	Finegrade Agg Base- Report as SF not TON			4.00
	Subtotal - rjd310bare			<u>8.00</u>
rroller84inshpsfoot	Roller, 84" Sheepfoot -Rental Bare			
30.35.2	Finegrade FDR Stage 2			8.00
	Subtotal - rroller84inshpsfoot			<u>8.00</u>
rwtrtrk4000gl	Water Truck, 4000 Gal -Rental Operated			
30.35.4	Seal FDR			8.00
	Subtotal - rwtrtrk4000gl			<u>8.00</u>
	Subtotal - Rented Equipment			<u>56.00</u>
	Total - All Equipment			<u>88.00</u>



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

23

DATE:

2/5/15

Project Name: West Ridgecrest Blvd Reconstruction Project, RPSTPL-5385(048)

Willdan Project #: 102225

Purchase Order No.: 007344

Contractor: Griffith Company

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Table with 3 columns: Description, Cost, (calendar days). Rows include original contract amount, change order amounts, and revised contract amount.

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Table with 9 columns: Item, Description, Contract Qty, Change Order Qty, Adjusted Contract Quantity, Unit, Unit Cost, Change order Cost, Time Ext. Calendar Days. Row 23 describes mobilization of cold milling machine.

TOTAL THIS CHANGE ORDER: \$ 1,121.25 0

Requested: [Signature] Construction Manager/Resident Engineer

Date: 2/10/15

Approved: [Signature] City Engineer

Date: 2/17/15

Approved: Public Works Director

Date:

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: GRIFFITH COMPANY Contractor

Date: 2/9/15

By: LUCAS J. WALKER REGIONAL MANAGER

Title:

Mike Bustos

From: Eucce, Eric <eeucce@GriffithCompany.net>
Sent: Thursday, September 11, 2014 1:11 PM
To: Mike Bustos
Cc: Loren Culp
Subject: CCO Mill vs Earthwork & Mobe

Follow Up Flag: Follow up
Flag Status: Flagged

Mike,

The total breakdown for the milling operation VS the Earthwork operation is as follows:

16 days of milling @ \$831.54 = \$13,304.64

The additional mobilization for the grinder for the AC removal only is as follows:

1 mobilization = \$975.00

@ 15% = \$146.25

Total = \$1,121.25

Thanks

Eric Eucce

Estimator / Project Manager
Central Region
Griffith Company
P (661) 392-6640 ext. 6651
F (661) 393-9525
C (661) 529-1494
eeucce@griffithcompany.net
www.griffithcompany.net



GRIFFITH
COMPANY

Griffith Company is an employee-owned company and an equal opportunity employer

CONFIDENTIALITY NOTICE

5

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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 February 4, 2015

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of February 4, 2015

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**

**February 4, 2015
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 Peggy Breeden; Mayor Pro Tempore James Sanders; Vice Mayor Lori Acton; Council Members Eddie B. Thomas, and Mike Mower

Council Absent: None

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

APPROVAL OF AGENDA

Items Pulled From The Agenda:

- *Closed Session*
 - GC54956.8 Local Agency Real Property Negotiations – Negotiations For Sale, Lease, Or Purchase – Leroy Jackson Park – Agency Negotiators City Manager Dennis Speer And Recreation Supervisor Jason Patin
- *Regular Session*
 - Pulled Item No. 9 - **Waive Reading In Full And Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code Chapter 6, Article 24 With Regard To License Tax Rates And Classifications** McQuiston

Added to Closed Session as a need arose item

GC54956.1 (d) (1) Conference With Legal Counsel – Existing Litigation – Squillicote V. City Of Ridgecrest

Items Amended

- *Staff report for Item No. 4 of the Consent Calendar amended. Removed and replaced the staff report with copies provided for the public.*

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

PUBLIC COMMENT – CLOSED SESSION

- None presented

CLOSED SESSION

- GC5496.9 (d) (1) Conference With Legal Counsel – Existing Litigation – Squillicote v. City Of Ridgecrest
- GC54956.9 (d) (1) Conference With Legal Counsel – Existing Litigation – Balfour v. City Of Ridgecrest
- GC54956.9 (d) (4) Conference With Legal Counsel – Potential Litigation – Public Disclosure Of Potential Litigant Would Prejudice The City Of Ridgecrest

Item pulled from closed session prior to approval of agenda.

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

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
 - Balfour v. City Of Ridgecrest – Report received no reportable action.
 - Potential Litigation – Report received no reportable action.
 - Local Agency Real Property negotiations pulled from the agenda prior to approval.
 - Squillicote v. City Of Ridgecrest – Report received no reportable action.
- Other
 - None

PUBLIC COMMENT

Christina Witt

- Honored to attend patriot guard procession for unveiling of statue, movable wall honoring families members who died as a result of terrorism.
- Asking City Council to have the wall at Kerr McGee center for March of 1000 flags.
- Suggested donation of cash or in-kind facility use to bring the wall to Ridgecrest.
- Explained the display schedule.
- Commented on the war on terrorism.
- Asked for Council support and process to obtain use of the Kerr McGee center.
 - Mayor Breedon – asked for details
- Cost is 1000.00 and length is 125 feet. Right now schedule is open and trying to get this reserved now for March of 1000 Flags weekend.
- Biker procession chapters here to support the proposal.
 - Lori Acton – asked if the wall has to be inside or outside
- Inside due to weather and notes attached.
 - Eddie Thomas – asked if the plan was for September 11
- Hope to have the display concurrent with flag display.
 - Mayor Breedon – asked for item to be brought to the agenda.

Greg Benson

- Attended the function
- Retired navy and patriot guard member
- Went to Ronald Reagan library and was touched by the display
- Over 800 families in attendance
- Patriot guard was present to present arms for families who have lost loved ones due to terrorism since 9/11
- Watching these families, I recognized many who were on angel flights for sons and daughters returning from Iraq.
- Patriot guard members were given a standing ovation by the families.
- Bringing this exhibit to Ridgecrest, a military town, on the march of 1000 flags would bring two-fold to the families in the community. Never want to forget the fallen.
- This display is Iraq with pictures of service members and family mementos. 715 California veterans who have passed away since 9/11 due to terrorism.
- Plan to have a memorial for all 50 states.
- www.rememberourfallen.org
- Asked Council to try to make this happen.

Mayor Breedon

- City will check availability and if not will find a place.

David Reynolds

- Works on base and on the side does tree service.
- Problem within the community is nubbing or rounding the trees which some think is an appropriate pruning method for trees but is the worst thing that can be done to a tree.
- This practice shortens the life of a tree.
- Would hate to see this happen to public trees. Hoping to instigate a thought process that appropriate parties can help prevent this from happening.
- Have seen it a little bit but hopefully won't happen more.
- Ultimately will extend the life of the tree and save money if this practice is not done on trees.
- Started a small tree care consulting business to try and spread awareness to citizens.
 - Lori Acton – asked Mr. Reynolds to attend quality of life committee.
- Provided flyer and personal information.

Dave Matthews

- Asked why item no. 9 was pulled because he has comments on the item.
- Regarding the traveling wall, might want to ask the exchange club about the date for March of 1000 flags.
- Last Council discussed transparency of the City; this can include a number of things.
- Think it is time for the City to take a look at the website and telephone menu of the City.
- Related experience trying to reach the building department yesterday. Went thru telephone menu and no listing for planning or building department. Went completely thru the menu and finally pressed 0 for assistance which put me back to the top of the menu again. Went to website and looked up drop-down menu for departments and quickly became aware of inconsistency in the pages that come down. A good website should be consistent in the general layout so a person can go to a contact us section. Ours comes up with an email form. Webpage and phone menu is not customer/boss friendly. Newcomer's photos are not on the webpage and can't find their contact information.

Gary Maxwell

- Traffic control problem on Graaf Street, between Wayne St. and Norma St. Cars are speeding, running the stop sign at Wayne St. No speed limit sign, but there is a school zone.
- Asked if it was appropriate to put speed bumps or at least signs at that location.
- A lot of children and pets in the area
- Dirt bikes riding on the street.

Robert Eierman

- Complemented Council for the atmosphere in the chambers. Dramatically better than previous Councils and thanked Council for their efforts.
- Regarding IWV land use management plan environmental impact report, would like this to be a topic on a future agenda items for open discussion and to get Council's stand on this issue.
 - Mayor Breeden – thank you for the compliment but the attitude comes from you. You set the tone and we respond. Regarding the second question, Lorelei Oviatt will be here in April.
- Comments have to be in before March 16 so can't wait for this body to discuss at a time frame after that, so needs to be at next Council meeting.
 - Mayor Breeden – Lorelei also meeting with the groundwater management meeting.
- I care about what the citizens feel and what this Council's position is. We want to know where this Council stands.
 - Mayor Breeden – don't think a problem putting on the agenda.
 - Dennis Speer – can put on the agenda for February 18 but will not have the County's overview
 - Lori Acton – suggested a special meeting
 - Dennis Speer – could be done in an afternoon workshop
 - Mayor Breeden – don't feel afternoon appropriate, suggested evening
- This is the biggest Council in the impacted area which comes right up to the City limits. Feel we need to give input of whether we support or reject this.

Haley White

- Cameron McGrew with youth advisory committee. 3 subcommittees including youth work program helping teens 14-18 get job experience, human engagement which helps teens find fun things to do, and the BMX bike park next to the skate park.
- Members of the youth advisory represent the needs of the youth. Will be drafting a proposal to Council to have members of the youth advisory committee sit on the Council.
 - Eddie Thomas – think it is outstanding these young people want to be a part of the political process and would love to have the youth involved. Hoping we can look at the proposal and make it available for them to participate. Proud of these young ladies for coming forward and speaking up.
 - Lori Acton – suggested shadowing Council persons and other businesses providing similar services.
- Students in the program attend classes, do mock interviews, fill out applications, and work 30 hours for job experience.

MINUTES – RIDGECREST CITY COUNCIL/REDEVELOPMENT AGENCY - REGULAR

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Ronald Porter

- Commented on the EIR report. Cart before the horse, why doing an EIR before you know where you want to go. No public meeting until after comment time closes. Comments need to be presented in writing.
- Asked Council to call the county and slow down the process.

Mike Neel

- Regarding video of last Council meeting, letters submitted regarding Ms. Acton and concerned about an anonymous letter submitted. Asked about Brown Act violations.
 - Mayor Breedon – letter submitted but not read aloud, just wanted it to be attached.
- Feel this is improper.
 - Mayor Breedon – will take responsibility, honored the wishes of the writer.
 - Keith Lemieux – one letter was read and identified but the other was not read, just given to Clerk.
- If people are submitting things for the record then everyone should hear it. Same as if I wanted to come here and speak to the mayor privately.
- Referenced article January 20 at the democratic club of high desert. Is your quote accurate regarding public perception and the comment of same 5 people?
 - Lori Acton – quote is fairly accurate. I know there are people who don't like me but I can't make my decision unless other people speak up.
- Regardless of whether there are 5 or 2 people, they are the public and feel this is a disturbing attitude. Personally glad Steve Morgan and Chip Holloway are off the Council because of their poor attitude. Disparaging comments about the public over time. Hope Council will listen to all public.
 - Lori Acton – you are right and I apologize.
- Commented on bulb-outs on Ridgecrest Blvd. Bicycles and wheelchairs don't use Ridgecrest Blvd. because they have to play tag with cars to get around the bulb-outs. Have watched people negotiate turns in areas where the bulb-outs are in the street. If a bicycle is coming at the same time is likely to get hit because drivers are trying to navigate the turn. Feel these bulb-outs need to come out.

Tom Wiknich

- Supported comments about the new tone of the meetings.
- Asked if the letter should be a part of the minutes.

Al Huey

- Agreed with Mr. Eierman's comment about the environmental impact report
- Have talked to county supervisor about water and will be talking to Jean Fuller about water.
- Never let a good crisis go to waste. Seems to be happening in California.

MINUTES – RIDGECREST CITY COUNCIL/REDEVELOPMENT AGENCY - REGULAR

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Al Huey *(continued)*

- Discussion in county talking about meters for private wells and charging a pumping tax. All connected to the water sustainability act.
- Asked City to issue written request to county to extend the comment period.
- Hope to see this as a future agenda item. Serious violations to personal property rights and want to see how the county can demand meters and tax pumping someone's private wells.
 - Keith Lemieux – wisdom of what was just said, if City elects to take a position regarding the EIR, the time limit is very tight to get comments in. if Council is interested in considering this then might be wise to get extension on comments.
 - Lori Acton – even though time may close, they still listen. May not do anything about it and do believe we need to ask for an extension.

Jim Sanders

- Ms. Oviatt is requesting to come and brief the EIR at the water Ad Hoc committee. There is a possibility date may change but looking to hold this Ad Hoc meeting around the 19th of February at 5:00 p.m. Will provide better updates shortly.

PRESENTATIONS

1. **Council Presentation Of A Proclamation Declaring The Month Of February As Safely Surrendered Baby Month** Ford
- Council presented a proclamation to representatives of the Kern County Health Department and Kern County Fire Department recognizing February as Safely Surrendered Baby Month
2. **Presentation Of The City Of Ridgecrest Comprehensive Annual Financial Report (CAFR) By Kenneth Pun** McQuiston
- City auditor Kenneth Pun presented a PowerPoint presentation to Council regarding the City's Comprehensive Annual Financial Report for Fiscal Year 2013-2014. *(copy available in the City Clerk's office)*

Rachelle McQuiston

- Clarified difference in expenditures versus revenue as spending of TAB funds
- OPEB is paying for medical benefits after retirement so in a good position.
- We pay what PERS says we need to contribute on retirements. Next year PERS will look at current employees to determine how much someone will need to meet obligation. There may be a difference; we may have to pay more in the future.

Ken Pun

- CalPERS currently requires payment of 100% so no liability shows but next year the unfunded liability will show on the face of the balance sheet.

Rachelle McQuiston

- Regarding reserve, we have \$900,000 set aside but we also have the negative fund balance for wastewater. We have a reserve but it is not reported the same as the negative fund balance.

Ken Pun

- Long-term liability is paid over time for settlement of wastewater loan.

Dennis Speer

- Compared personal mortgage which you annually won't show the entire debt but what you owe for that year of your budget. GMBA requires the entire amount be shown as a negative fund balance.

Jim Sanders

- Requested clarification of TAB expenditures not being recorded.
 - Rachelle McQuiston – we got the money 5 years ago and it was recorded then, now we are recording the expenditures.

Mayor Breeden

- Asked about household comparison
 - Rachelle McQuiston – like doing home repairs and taking money saved from the savings account and putting into checking account.

Jim Sanders

- Noted several different listings of total expenditures
 - Rachelle McQuiston – all funds, governmental vs. business funds, and the general fund alone.
 - Ken Pun – a lot of different categories in government accounting. Each fund treated separately and then consolidated.

Eddie Thomas

- Asked about Measure 'L'
 - Rachelle McQuiston – what was shown is we have more taxes than previous because of Measure 'L' but have more expenditure which is actually TAB expenditure. This appears that while tax revenue has increased the expenditures went up greater because of TAB.
 - Ken Pun – Measure 'L' has been very helpful to regain some of the deficit.
 - Rachelle McQuiston – have made tremendous strides in getting rid of the negative fund balance but still looks bad even though we are solvent.

MINUTES – RIDGECREST CITY COUNCIL/REDEVELOPMENT AGENCY - REGULAR

February 4, 2015

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Mayor Breeden

- Asked for summary.

Rachelle McQuiston

- This past year would have had a small increase but at year end had a \$900,000 payment to county. We are paying the bills and slowly getting to a better financial place. Not ready to retire but are working and paying our bills.
- We knew this was going to happen so made appropriate adjustments.

Peggy Breeden

- Once we pay off the county we would have a surplus of \$300,000.
 - Rachelle McQuiston – correct and are not going to spend it.

Lori Acton

- What tax revenues are being referred to.

Ken Pun

- Property tax, sales tax, TOT, franchise tax, special assessment, in-lieu tax.

Rachelle McQuiston

- We get 1.5 percent of sales tax
- Online we only get 1.3 of the 1%
- Measure 'L' we get 100% of that tax

Lori Acton

- Compared to other cities how are we doing?
 - Ken Pun – you are doing ok.

Public Comment

Tom Wiknich

- Thanked Rachelle McQuiston for clarification regarding not having a reserve.
- Ken Pun says we have no reserve and Rachelle McQuiston says we have one.
 - Rachelle McQuiston – I show a \$900,000 reserve but our fund balance is a higher negative amount. If you add these together you will equal what Ken Pun is showing as his reserve.
 - Ken Pun – another way to show the liability. You do have a rainy day fund reserve.
 - Rachelle McQuiston – Showing the funds this way is not allowed in the CAFR.
- Wastewater loan was shown with last year's numbers, where is the loan shown in the 2014 numbers.
 - Rachelle McQuiston – only shown once as the effect on the fund balance. Carried over annually in the liability line.

Dave Matthews

- Accountants are one step above lawyers.
- Keep talking about GASB, is that law, a rule, or do we have to live by it.
 - Ken Pun – Government Accounting Standards Board (GASB) they are the ones who structure accounting for government.

Minute Motion To Receive And File The Annual CAFR Made By Council Member Acton, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

CONSENT CALENDAR

3. Adopt A Resolution Of The Ridgecrest City Council Authorizing The Application For And Acceptance Of The East Kern Air Pollution Control District – Department Of Motor Vehicle Emission Reduction Program Grant Strand
4. Adopt A Resolution Of The Ridgecrest Redevelopment Agency Successor Agency Approving The Recognized Obligation Payment Schedule (ROPS) 2015-16A Parsons
5. Adopt A Resolution Of The City Of Ridgecrest City Council And The Ridgecrest Successor Redevelopment Agency Authorizing The Modification Of A Disposition And Development Agreement (DDA) Dated 11/02/06 With CNM Holdings 1 Ltd. / K Partners And Authorizing The City Manager Or His Designee To Negotiate And Execute Any Needed Documents Parsons
6. Adopt A Resolution Authorizing The City Manager To Sign The Notice Of Completion, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention On The South China Lake Boulevard Project: Upjohn Avenue To Bowman Avenue Speer
7. Adopt A Resolution Of The Ridgecrest City Council Accepting A Right Of Way Agreement And Offer Of Dedication From Chaudhry A. Razaq And Shamin A. Razaq For APN 477-010-07, In The City Of Ridgecrest, County Of Kern, State Of California And Authorizing The Mayor To Sign The Escrow Instructions And Certificate Of Acceptance, And Authorizing The Mayor And City Manager To Sign The Right Of Way Agreement And Approve An Allocation Of \$32,187.00 For Fee Interest In The Dedicated Portion Of The Parcel Speer
8. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Meeting Dated January 21, 2015 Ford

Items Pulled From Consent Calendar

- Item Nos. 3, 4, 5 and 7

Motion To Approve Item Nos. 6 And 8 Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breedon, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

Item No. 3 Discussion

Dave Matthews

- Seems like price of vehicle could be lower and this is not a patrol car
 - Ron Strand – correct
- Vehicle being replace is a 1986 ford pickup
 - Ron Strand – originally a parks and recreation vehicle then transferred to IT and later transfers to police for grant purposes
- Vehicle has to be demolished
 - Ron Strand – correct
- This is another condition where we are being bribed. Don't see why we need to destroy the vehicle, there could be scrap value. Someone might make use of the vehicle and this isn't the only incident. We are getting this everywhere.
- Don't be bribed into doing something you don't want to do.

Mayor Breedon

- I sit on the board and will recuse myself from the vote but will say the job is to take vehicles off the road that emit high pollution.

Motion To Approve Item No.. 3 Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 4 Ayes (Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 1 Abstain (Mayor Breedon); And 0 Absent

Item No. 4 Discussion

Dave Matthews

- Asked for clarification
 - Gary Parsons - Responded with explanation
- Asked about items not approved
 - Gary Parsons – Correct, some loans structured by the RDA were deemed non-valid by the department of finance and City will continue to submit. Some may result in litigation. DOF has on one occasion has removed an item but we continue to list as an obligation.

Motion To Approve Item No. 4 Made By Council Member Mower, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden; Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

Item No. 5 Discussion

Dave Matthews

- This refers to property in Business Park. Mentions two lots and asked for clarification of where the lots are.
 - Gary parsons - Outlined the original development agreement with K-Partners and location of the lots.

Dave Matthews

- Commented that City Council has reviewed the amendment and asked when.
 - Gary Parsons – closed session last meeting.

Motion To Approve Item No. 5 Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden; Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

Item No. 7 Discussion

Jim Sanders

- Asked for location and if this was fair market value
 - Dennis Speer – explained relocation of poles for W Ridgecrest Blvd. The south west corner of Downs and Ridgecrest Blvd. at the substation. Pole was not on the easement and discussions with two surveys showed the pole not on the easement. Additional cost of paying for guide pole to support the transmission pole. In order to move the transmission pole, SCE is adamant that we have to provide location and guild pole. This is the guide pole to support the transmission pole on the southwest corner. Poles will be moved together.

Mike Mower

- Suggested a map in future agenda items to give Council a better idea of where these changes are located.

Jim Sanders

- Asked how the fair market value was attained
 - Dennis Speer – used an appraiser

Motion To Approve Item No. 7 Made By Council Member Thomas, Second By Council Member Sanders Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden; Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

ORDINANCES

9. Waive Reading In Full And Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code Chapter 6, Article 24 With Regard To License Tax Rates And Classifications McQuiston

- Item No. 9 pulled from agenda prior to approval.

COMMITTEE REPORTS

City Organization and Services Committee

Members: Lori Acton; Mike Mower
Meeting: 4th Wednesday each month at 5:00 p.m.
Location: Council Conference Room B

- No Report

Infrastructure Committee

Members: Jim Sanders; Mike Mower
Meeting: 2nd Thursday each month at 5:00 p.m.
Location: Council Conference Room B

- Next meeting 1 week from tomorrow at 5:00 p.m.

❖ Ad Hoc Water Conservation Committee

Members: Jim Sanders; Peggy Breeden
Meeting: 1st Monday each month at 5:00 p.m.
Location: Conference Room B

- Jim Sanders – have not met but asked staff to look into availability of room for February 19 at 5:00 p.m. for Lorelei Oviatt regarding the IWV land management report.

Parks, Recreation, and Quality of Life Committee

Members: Eddie Thomas; Lori Acton
Meeting: 1st Tuesday each month at 5:00 p.m.
Location: Kerr-McGee Center Meeting Rooms

- Mike Mower – requested Downs Street be added to agenda

❖ **Ad Hoc Youth Advisory Council**

Members: Eddie Thomas
Meeting: 2nd Wednesday of each month, 12:00 p.m.
Location: Kerr-McGee Center Meeting Rooms

- Eddie Thomas – have not met but youth have requested to participate as part of the Council. Meeting Friday and will determine a new regular meeting schedule.

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

Members: Eddie Thomas; Lori Acton
Meeting: 3rd Tuesday each month at 4:00 p.m.
Location: Kerr McGee Center Meeting Rooms

- Announced next meeting.

Ridgecrest Area Convention And Visitors Bureau (RACVB)

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

- Read Directors report from the RACVB meeting today *(Copy Available In The City Clerk's Office)*

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Peggy Breeden

- Kern COG regional award March 5 from 6-9 p.m. – two entities receiving awards and encourage attendance to support the City of Ridgecrest Petroglyph Festival and the Ridge Project
- League of California Cities meeting in Ridgecrest on Friday. Will tour the Petroglyph Park and Maturango Museum. Committee reports will be issued.
- February 17 will be going to Washington to meet Assistant Secretary of Navy with Supervisor Gleason. he has asked for projects and will be back here in April to report on progress for funding
- Have been asked to formally request County extend the comment time for the Land Use Management Plan.
- Thanked Chief and Police Department for rapid response to issues of people driving in front of the schools while in session. Both officers present, the children crossing the street, and the drivers. Mike Myers has talked to the media to get the word out that they will be strictly enforcing the speed limits. School has sent out notices to students on how to cross the street safely.

CITY MANAGER REPORT

Dennis Speer

- Attended League of California Cities City Manager session. A lot of good sessions and two in particular. One was session on economy and would like to share the PowerPoint. Second was idea of today's workplace has 4 generations and each has different values. Commented on speaker putting things into perspective, what happens with each generation.

MAYOR AND COUNCIL COMMENTS

Jim Sanders

- Feel the 'Remember the Fallen' wall is a fabulous idea and want to commend Christina Witt and others who came forward with the idea.
- Will be reading the EIR released by the County.

Lori Acton

- Excited to see the youth come forward and want to be engaged. I want to find a way to help them get the experience to sit up here and help make decisions.
- Regarding the 'Remember the Fallen' wall, I had a relative in the towers on 9/11. We have the veteran's stand-down, police officers and fire fighters are recognized. Think we should dedicate the month of September as our hero's month
- Suggested a town hall meeting to discuss the Land Use EIR.
 - Dennis Speer – town hall limits participation to two Council Members whereas a Council meeting does not.
- Excited about the public recognizing the different vibe at the Council meetings. Think we have a great leadership to partner with the community. We all want what's best for the community.

Eddie Thomas

- Proud this Council loves the community and pray we can continue the bond with the community
- Commend Parks and Recreation Supervisor for so quickly getting on the availability for the 'Remember the Fallen' wall.

Mike Mower

- Agree with a special Council meeting for the EIR
- Follow up on Jerry Taylor's comments about striping for bikes.
- Markings on only part of the streets. Staff was working on Downs Street but then didn't finish.
 - Dennis Speer – need certain temperatures for striping, will check on it.
- Think it is important to follow up on community comments.

Peggy Breeden

- Presented comments earlier in the meeting.
- Thanked everyone for attending.

ADJOURNMENT at 8:36 p.m.

Rachel J. Ford, CMC
City Clerk

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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 February 18, 2015

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of February 18, 2015

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**

**February 18, 2015
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 Peggy Breeden; Mayor Pro Tempore James Sanders; Vice Mayor Lori Acton; Council Members Eddie B. Thomas, and Mike Mower

Council Absent: None

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

APPROVAL OF AGENDA

Added

GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation - Balfour V City Of Ridgecrest

GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation - Squillacote V City Of Ridgecrest

Motion To Add Items To Closed Session As Announced And Approve The Agenda Made By Council Member Sanders, Second By Council Member Mower. Motion Passed By Roll Call Vote Of 3 Ayes (Mayor Breeden, Council Members Sanders And Mower); 0 Noes; 0 Abstain; And 2 Absent (Council Members Thomas And Acton)

PUBLIC COMMENT – CLOSED SESSION

- None presented

Council Member Thomas arrived prior to closed session discussions

CLOSED SESSION

GC54956.9 (d) (1) Conference With Legal Counsel – Liability Claim Of Southern California Edison – Claim No. 15-01

GC54956.9 (d) (4) *Conference With Legal Counsel – Existing Litigation - Balfour V City Of Ridgecrest*

GC54956.9 (d) (4) *Conference With Legal Counsel – Existing Litigation - Squillacote V City Of Ridgecrest*

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation – Mayor Breeden announced Council will be sending letters to all churches and organizations to receive volunteers for the invocation.

CITY ATTORNEY REPORT

- Closed Session
 - Liability Claim of Southern California Edison – Claim No. 15-01, Report received, denied claim and City Clerk to send notice of denial.
 - Added Belfour v. City Of Ridgecrest- report received, no reportable action taken
 - Added Squillacote v. City Of Ridgecrest – report received, matter has been dismissed against the City and employees without cost to the City.
- Other
 - Due to personal issues, staff is unavailable to respond to questions on Item No. 9 so will be tabled.
 - Undisclosed litigation previously in closed session. Attorney approved to file a lawsuit against the Department Of Finance and will be filed shortly.

PUBLIC COMMENT opened at 6:10 p.m.

Robert Eierman

- Land use plan is not on the agenda and asked if would be on the next agenda.
 - Lorelei Oviatt will be attending Council meeting on March 4
 - Peggy Breeden announced other meetings.
- Hopes Council will decide what their recommendation will be on the plan.
 - Peggy Breeden would like to hear the formal presentation before Council decision.
- Spoke on the constitution preventing persons from being deprived of life, liberty, and property.
- Suggested the county board of supervisors hold their meeting in Ridgecrest to interface with the people most affected by the plan

MINUTES – RIDGECREST CITY COUNCIL/REDEVELOPMENT AGENCY - REGULAR

February 18, 2015

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Robert Eierman *(continued)*

- Requested update on request for an extension.
 - Dennis Speer – county approached but due to the amount of people to be notified they are not prepared to move forward.

California Highway Patrol

- Hosting a child safety seat inspection February 26, 2015. Citizens may contact the office at 661-823-5500 Monday - Friday to schedule appointment
- Car seat replacement program available for seats that do not meet requirements.
- Owner is taught proper installation and funding available to replace car seats.
- Appointments range from 30-45 minutes

Dave Matthews

- Attended workshop on the water EIR and Ms. Oviatte made clear she would not allow an extension but comments made after the deadline would be incorporated and forwarded to the planning commission and staff recommendation to the board of supervisors.
- Planning commission meeting will be held in Ridgecrest.
- Past discussions about bicyclists on W. Ridgecrest Blvd. Had to maneuver and slow down today because of bicyclist riding between the parked cars.
- Regarding suggestion of sending letters to churches, good idea, however some pastors are not able to attend due to services on Wednesday.
- Infrastructure meeting tomorrow. Suggested Kerr McGee and City Hall parking lot be a topic of discussion. Condition may be improved with a seal.

Mike Neel

- Regarding W. Ridgecrest Blvd. bulb-outs. Related experience observing a bicyclist and vehicles pulling over to allow passage around bulb-outs. Concerned about drivers making left turns not being as observant or able to avoid bicycles.
- Regarding land use plan, meetings are informational; citizens need to write letters and emails to both Kern County planning commission and Board of Supervisors. Suggested letters be sent because a response is required. Comments are only thing that will change the land use plan. Encouraged people to speak up and enunciate their objections clearly.
- Commented on agriculture water use.

Tom Wiknich

- Commented on lights being out and effect on video.
- Asked if Infrastructure committee will be discussing ADA options for the doors.
 - Dennis Speer – staff is already working on options.
- Suggestion of County Board of Supervisors holding EIR decision meeting here is an excellent idea. Asked City Council to press for this to happen.
- Regarding City attorney report, asked for specifics on the claim that was dismissed.

Public Comment Closed at 6:26 p.m.

PRESENTATIONS

1. Economic Development Presentation By Kosmont

Parsons

Gary Parsons

- Presented staff report and introduced Kosmont Companies spokespersons

Ken Hira, Dan Massiello, and Joseph Dieguez

- Presented 'Retail Sector Strategy & Action Plan Update' *(Copy Available In The City Clerk's Office)*

Mike Mower

- Asked for outline of other locations included in Ridgecrest area.

Peggy Breeden

- Expressed surprise at the housing costs in outlying areas.

Mike Neel

- Requested future trend data.
- Commented that some numbers used are being disputed including unemployment, students living at home, and whether the economy is up-turning.

Gary Parsons

- Outlined efforts taken to attract retailers to Ridgecrest at various conferences.

Mike Neel

- Observations of retail leakage. Gasoline sales will not improve, have plenty of gas stations.
- Clothing and accessories, typical buyers are females who want to go to a mall and compare
- Suggested throwing these two numbers out of the formula
- Encouraged continued avoidance of spending tax dollars to bribe retailers to come into Ridgecrest.
- Asked about Kosmont contract cost.
 - Gary Parsons – approximately \$50,000 per year
- Suggested these numbers were already known and hope Kosmont's ability to bring businesses to Ridgecrest is worth \$50,000
- Suggested Chamber of Commerce is better qualified to do this type of work and not take tax dollars away from repairing streets.

Tom Wiknich

- Asked if there is an effort to recruit car dealers to the community.
 - Gary Parsons – have been in discussion with existing dealers regarding expansion and should investigate new dealers coming to the City.
- Agree with the need for apparel but suggested discussions with new car dealers.

Dan Massiello, and Joseph Dieguez

- Presented 'Refinancing Tax Allocation Bonds For Saving' *(Copy Available In The City Clerk's Office)*

Peggy Breeden

- Supports the City looking at this seriously. Against giving the money back to the state.

Gary Parsons

- Reducing the debt service cost frees up money and City needs to explore the options and determine what kind of funding is available.

Jim Sanders

- Refinancing debts the agency has now will lower the total amount paid into the debts, bringing a portion of the difference back to the City as general funds.

Dan Massiello

- Refinancing similar to refinancing a mortgage, money is then redistributed to taxing agencies and a portion comes back to the City. If there is a cost to the City to do the refinance then refinancing is not allowed by law. The State is encouraging successor agencies to explore the opportunity to refund the bonds and save money. All costs would be rolled into the loan and the approval process includes the successor agency, the oversight board, and the department of finance before refunding can proceed.
- Spoke on other refunding options for outstanding fiscal obligations, available for review.

Gary Parsons

- Commented on interest rates and funding options that reduces debt and increases general fund. Kosmont is willing to work with us at no cost to find ways of producing funding option that reduce City debt and increase general fund budget.

Dan Massiello

- Exploring opportunities while interest rates are low helps decide where to go in the future.

Mike Neel

- Realize redevelopment scenario is complicated. Hope to see clear figures on these proposals.
- Civic center debt refinance without pulling more capital out but only to reduce the debt can be beneficial. Taking out capital only increases debt.

Solomon Rajaratnam

- Good idea to refinance if saving money. Asked about current rating.
 - Gary Parsons – not talking about increasing the amount of the loan, just refinancing the debt at a lower interest rate, which allows money in the budget but having lower payments. Kosmont has reviewed the audit and our finance director believes we do not have a deficit.

Jim Sanders

- Thanked Kosmont for presenting the information and believe this information is helpful for every business in the community to receive this information to see where they can benefit the community.

Peggy Breeden

- Agree with Mr. Sanders. Every business needs to review this information and this item is to go before the City Organization committee.

CONSENT CALENDAR

2. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Approving Contract Change Order Numbers Fifteen, Sixteen, Seventeen, Eighteen, Nineteen, And Twenty With The Contractor, Griffith Company, For The West Ridgecrest Boulevard Project And Authorize The City Manager, Dennis Speer, To Sign The Change Order Numbers Fifteen, Sixteen, Seventeen, Eighteen, Nineteen, And Twenty Speer
3. Adopt A Resolution Awarding A Construction Contract For The Traffic Signal Modification Of 7 Intersections Utilizing Funds From Highway Safety Improvement Program (HSIP) Cycle 5 To Traffic Development Services And Authorizing The City Manager, Dennis Speer, To Execute The Contract Speer
4. Adopt A Resolution To Accept Funding From The California Department Of Transportation (Caltrans) And The Division Of Rail And Mass Transportation For The Low Carbon Transit Operations Program And Authorizing The City Manager, Dennis Speer Or His Designee To Execute All Documents To Obtain Funding Speer

5. Adopt A Resolution Of The Ridgecrest City Council Authorizing Recordation Of The Final Tract Map For Tract 6221 Unit B **Speer**

Items Pulled From Consent Calendar

- Item Nos. 2, 3, 4, and 5

Item No. 2 Discussion

Dave Matthews

- Asked City Manager to review each change.
 - Dennis Speer – complied.
- Questioned if City can get reimbursed for the additional expenses for utility delays

Motion To Approve Item No. 2 Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 4 Ayes (Mayor Breedon, Council Members Sanders, Thomas, And Mower); 0 Noes; 0 Abstain; And 1 Absent (Council Member Acton)

Item No. 3 Discussion

Mike Neel

- Asked for clarification of which seven intersections are being approved.
 - Dennis Speer – information from the contract will be provided.
- Asked what would be modified
 - Dennis Speer – outlined the scope of work.
- Commented on delays of traffic signal timing and recommended a blinking red light at Down and Ridgecrest Blvd.

Dave Matthews

- Commented the seven intersections are the City intersection and not Caltrans intersections.
- Observed additional traffic on Norma street due to work on China Lake Blvd.

Motion To Approve Item No. 3 Made By Council Member Mower, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 4 Ayes (Mayor Breedon, Council Members Sanders, Thomas, And Mower); 0 Noes; 0 Abstain; And 1 Absent (Council Member Acton)

Item No. 4 Discussion

Mike Neel

- Asked what these funds would accomplish
 - Dennis Speer – explained funds process and new funding based on population allocation. Money will be used for operations due to short application period.

Motion To Approve Item No. 4 Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 4 Ayes (Mayor Breeden, Council Members Sanders, Thomas, And Mower); 0 Noes; 0 Abstain; And 1 Absent (Council Member Acton)

Item No. 5 Discussion

Peggy Breeden

- Requested clarification of approved with the exception
 - Dennis Speer – improvement of security.

Motion To Approve Item No. 5 Made By Council Member Sanders, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 4 Ayes (Mayor Breeden, Council Members Sanders, Thomas, And Mower); 0 Noes; 0 Abstain; And 1 Absent (Council Member Acton)

DISCUSSION AND OTHER ACTION ITEMS

6. Confirmation Of Planning Commissioner Nominations To Standing Committees Ford

Rachel Ford

- Announced the names of Planning Commissioners nominated to serve on standing Council committees.

Minute Motion Approving Planning Commissioner Nominations To Council Committees As Announced Made By Council Member Thomas, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 4 Ayes (Mayor Breeden, Council Members Sanders, Thomas, And Mower); 0 Noes; 0 Abstain; And 1 Absent (Council Member Acton).

7. Discussion And Approval By Minute Motion Renaming The Ridgecrest Skate Park In Honor Of Former Mayor Ronald H. Carter **Speer**

Dennis Speer

- Presented staff report

Patrick Shappa

- Knew Mr. Carter a few months but felt like a lifetime, encouraged Council to support this nomination.

Dave Matthews

- Comments are not a reflection against Mr. Carter
- Recall an effort to rename the Denny's park after Rose Varga and much discussion.
- Thought we passed an ordinance stating parks and streets would not be named after people unless first going thru a review committee.
- Do not feel should go ahead with renaming at this time.
- When Skate Park was being developed, a lot of the effort behind it was Mr. Dan Clark when he was not on the Council. He had a lot to do with raising the money and incentivizing the youth to build the park.
- Not sure it is a good idea to name the park after a person. Don't want to rush into it and embarrass people whose names have been presented before and been denied.

Mike Neel

- What is the cost of changing or adding the sign for the park?
- Suggested letting the members of the public who want this renaming provide the sign.

Steven P. Morgan

- Mr. Carter was 100% a community servant in this City, both as Council, principal and mentor. More people in the community believe this honor is appropriate. His family would be honored because he was the primary driver in getting the skate park accomplished. Volunteered to donate \$250 toward the sign.
- Not sure if the ordinance exists and asks Council to make the appropriate decision and rename the park.

Peggy Breeden

- Sat on the committee to name the park, and there were no ordinances established.

Dave Matthews

- Not sure if this was an ordinance or resolution but thought the discussion ended with the thought that these things should go before committee.
- Suggest looking at the minutes.

Mike Mower

- Precedence was set with Pearson Park.
- Have no problem taking to committee but also volunteer to match Steve Morgan's donation.

Eddie Thomas

- Volunteered to match the \$250 donation, take to committee and return at next Council meeting.

Jim Sanders

- Do not oppose renaming but would like to postpone and hear from Mr. Patin.

Peggy Breeden

- Volunteered to match the \$250 donation.

Total donations committed:

- Steve Morgan \$250
- Mike Mower \$250
- Eddie Thomas \$250
- Peggy Breeden \$250
 - \$1000

Minute Motion To Refer Item To The Parks, Recreation, And Quality Of Life Committee And Bring Back To Council At The Second Meeting Of March Made By Council Member Mower, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 3 Ayes (Council Members Mower, Thomas, And Sanders), 1 Noes (Mayor Breeden) 1 Absent (Council Member Acton)

8. Presentation Of Funding Proposal For Downs Street Widening Project

Speer

Dennis Speer

- Presented staff report and PowerPoint presentation *(Copy Available In The City Clerk's Office)*

Peggy Breeden

- Clarified that Council decided not to do the work twice with working around the poles and then going back later after the poles were moved and doing the work again.
- Asked about time frame for design and construction
 - Dennis Speer – responded with timeline of 2-3 years for poles to be undergrounded. Spoke on CMAQ funding opportunities that are along the same timeline as moving the poles. Outlined the CMAQ process for projects that have been submitted and approved for CMAQ funding. If we respond with this project for future funding we would have opportunity to get the funding for the project sooner than the normal 2-3 years.

Mike Mower

- Asked total poles and which ones would not be underground.
 - Dennis Speer - 7 distribution poles could go underground but the 1 transmission pole cannot and would have to be relocated.
- Edison would take 3 years for undergrounding?
 - Dennis Speer – correct. Explained the cost breakdown.

Peggy Breeden

- Kern COG funding available for roads, as opposed to Transit, more is going to Transit.
 - Dennis Speer – concept is politically driven. Commented on complaints due to low ridership on transit buses. Commented on mass transportation which works well for dense populations but not for rural areas. Explained TDA funding being dedicated to transit first and roads second, based on fare box ratios. No indication they will give up on sustainability before considering road requests. Pedestrian and bicycle projects come first. Over 25% of the roadway is dedicated to bicycles who pay nothing toward maintenance of the roads.

Mike Mower

- Asked City Attorney about timeline for hearing in May on the AMG loan
 - Keith Lemieux – should have a ruling shortly after the hearing. Result within 60 days. State has lost similar lawsuits and has not appealed so is possible they would return the money by end of year.
- If we win AMG and lose the solar loan then is a wash.
- If project is submitted to Kern COG, will Edison begin process to underground utilities?
 - Dennis Speer – before they get started will need a resolution forming the underground utilities district, approved engineer plans, and other items which then go to long beach for approval which can take up to 18 months.
- Proposes doing the resolution to form the district and get our project on the list as soon as possible.

Tom Wiknich

- Other TAB funds have been allocated for parks and recreation, 2.5 million set aside for the ball field's expansion and this street is next to those fields. Suggested pulling some of the allocated funds for this street project. Can reduce the overall demand versus cutting Ridgcrest Blvd. and other street projects.

Mike Mower

- Asked for an enlarged version of this allocation listing.

Dennis Speer

- There are funds allocated to parks and a master plan has been prepared which is currently being updated. Mr. Patin will be coming back to Council with the updated master plan.

Mike Neel

- Asked about the total cost to do this street project?
 - Dennis Speer - \$2.5 million
- Regarding undergrounding, having to wait a long time and still have poles above ground. This project needs to be completed.
- Gave history of TAB allocations and Pavement Management Study. Need to spend \$15 million to fix the roads and then \$1.5 million annually to bring the grade up to a average PSI.
- With TAB funding, previous Council did not allocate the original \$13 million, allocation kept going down.
- Commented on police and Measure 'L'
- Could have used \$18 million TAB funding on roads including residential. No reason why Parks funds cannot be reallocated for this street project.
- Inappropriate allocations to sports fans in this town. \$2.5 million is being spent for a small interest group. 10% of needs for the streets is being done but 100% of the needs of sports is being served.

Jim Sanders

- Need time to digest a lot of the information provided. Need to take a look at all the allocations and prioritize them. Downs Street project takes priority over other things previously allocated. Also Richmond Road.

Mike Mower

- Can't prioritize without a paper I can read. Need to take some action toward getting on the Kern COG list, doesn't cost anything to get on the list or if we go another direction later. Agree with Mr. Neel; do not want to wait 3 years to see this project completed.
 - All poles north of Church Street are transmission and will not be underground.

MINUTES – RIDGECREST CITY COUNCIL/REDEVELOPMENT AGENCY - REGULAR

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Jim Sanders

- Do not feel it is worth spending the money to underground a couple of poles, move the poles. Agree with getting on the list.

Mike Mower

- Downs Project is on the infrastructure committee agenda, let's count the poles and discuss at that meeting.

Peggy Breeden

- Suggested curb, gutter, and sidewalk just for the crosswalk.
 - Dennis – infrastructure discussion also, have to have pavement in addition to curb, gutter, and sidewalk for that area. Charter school is supposed to put in the curb, gutter, and sidewalk and we will find the funds to do the pavement.
- This is the safety issue; a few weeks ago Sgt. Myers and a little girl were almost hit while trying to cross the street. Do not think there is any issue more important than doing what we need to do to make the children safe. Do not want to wait 3 years to do this.
- Direction to staff to start the process to get on the list and come back with agenda item to reprioritize the allocations
- Infrastructure will discuss tomorrow.

ORDINANCES

1. **Waive Reading In Full And Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code Chapter 6, Article 24 With Regard To License Tax Rates And Classifications** **McQuiston**

- **Pulled due to staff unavailable to present.**

COMMITTEE REPORTS

City Organization and Services Committee

Members: Lori Acton; Mike Mower

Meeting: 4th Wednesday each month at 5:00 p.m.

Location: Council Conference Room B

- No Report

Infrastructure Committee

Members: Jim Sanders; Mike Mower
Meeting: 2nd Thursday each month at 5:00 p.m.
Location: Council Conference Room B

- Announced meeting date and time. Next meeting March 12

❖ **Ad Hoc Water Conservation Committee**

Members: Jim Sanders; Peggy Breeden
Meeting: 1st Monday each month at 5:00 p.m.
Location: Conference Room B

Jim Sanders

- Special meeting tomorrow morning at 10:00 a.m.
- Lorelei Oviatt will present the Land Use Management Plan

Parks, Recreation, and Quality of Life Committee

Members: Eddie Thomas; Lori Acton
Meeting: 1st Tuesday each month at 5:00 p.m.
Location: Kerr-McGee Center Meeting Rooms

Eddie Thomas

- Have not established a meeting yet.

❖ **Ad Hoc Youth Advisory Council**

Members: Eddie Thomas
Meeting: 2nd Wednesday of each month, 12:00 p.m.
Location: Kerr-McGee Center Meeting Rooms

Eddie Thomas

- No Report

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

Members: Eddie Thomas; Lori Acton
Meeting: 3rd Tuesday every other month at 4:00 p.m.
Location: Kerr McGee Center Meeting Rooms

- No Report

Ridgecrest Area Convention And Visitors Bureau (RACVB)

Members: Lori Acton and Eddie Thomas

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

Next Meeting: To Be Announced

- No Report

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Peggy Breeden

- Requested volunteer to work with the Median Art Committee, 2nd Tuesday of each month. Volunteered to sit with the committee

CITY MANAGER REPORT

Dennis Speer

- Read letter from Kern COG congratulating Ridgecrest for receiving the regional award of merit. Thursday March 5 award dinner.
 - Peggy Breeden – purchased a table for the dinner and need to get a headcount of those who want to go to the dinner.

MAYOR AND COUNCIL COMMENTS

Jim Sanders

- Thanked staff for getting presentations available ahead of the meeting.
- Asked Mr. Speer about traffic lights. Asked if left turn can be configured with a solid green which yields to oncoming traffic. Seems like left turn arrow slows the flow of traffic.
 - Dennis Speer – Responded that if there is a dedicated turn lane it has an arrow. If there are a lot of people in the stacking lane, the cycle time can be shortened for the thru traffic. Is also a safety issue.
- Suggested future study of lighter traffic intersections to avoid wasted time.

Eddie Thomas

- Commend staff who have worked hard to have everything prepared for tonight. A lot of information.

Mike Mower

- Commend staff, spent the morning going thru financial presentations.
- Edison company has put in three drives into their property at Downs street
- Received a lot of comments from customers and employees about the length of time to cycle at the intersection of Downs. Understand the equipment malfunction and hope it will be fixed soon.
- West Ridgecrest Blvd. comments are 50/50. Many people still concerned with safety of bicyclists. Appreciate staff correcting the striping.
- Thanked the public participation tonight.

Peggy Breeden

- Reported on trip to Washington D.C., go as far as phoenix and flight was cancelled. Will reschedule because there are important projects that need to be discussed.
- My appreciation to staff. I used to wonder what you did all day and now I know.
- Thanked everyone for coming in and making comments and participating.

ADJOURNMENT at 9:55 p.m.

Rachel J. Ford, CMC
City Clerk

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

SUBJECT:

A Public Hearing and Resolution 15- regarding Unmet Transit needs. A Resolution of the Ridgecrest City Council to consider public comments and establish a finding for unmet needs that is reasonable to meet with the public transportation system.

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The Transportation Development Act of 1971 (TDA), as amended provides for the disbursement of funds from the Local Transportation Fund for various eligible transportation uses. The funds are distributed by the Kern Council of Governments (KCOG), in its capacity as the Regional Transportation Planning Agency. An eligible claimant wishing to receive TDA funding through KCOG must conduct an annual review of the transit needs of the individuals and groups in the community. The hearing was duly noticed 30 days (January 28, 2015) prior to this evening. It would be appropriate to open the Public Hearing and receive written and oral comments regarding any "unmet transit needs" and determine whether these needs are "reasonable to meet". The documentation of the Public Hearing will be forwarded to Kern COG.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Open the Public Hearing, consider all public comments, receive and approve Resolution 15 - , establishing a finding for unmet and reasonable to meet transit needs.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: March 4, 2015

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RESOLUTION NO. 15-XX

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL
ESTABLISHING A FINDING FOR UNMET TRANSIT NEEDS THAT ARE
REASONABLE TO MEET WITH THE PUBLIC TRANSPORTATION
SYSTEM**

WHEREAS, the City of Ridgecrest receives Transportation Development Act funds for various transportation uses; and

WHEREAS, before any allocation of Transportation Development Act funds is made for a purpose not related to public transportation services, a public hearing must be held to determine if there are any "Unmet Needs that are Reasonable to Meet" in the public transportation system; and

WHEREAS, a public hearing was advertised on January 28, 2015 and the public meeting was held on March 4, 2015, to receive public comments regarding unmet transit needs that are reasonable to meet; and

WHEREAS, the City Council considered all available information, including the information presented at the public hearing on March 5, 2014.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest, does hereby find that there are no unmet transit needs that are reasonable to meet within the City of Ridgecrest.

ADOPTED, AND APPROVED, this 4th day of March, 2015, by the following vote:

AYES:

NOES:

ABSENT:

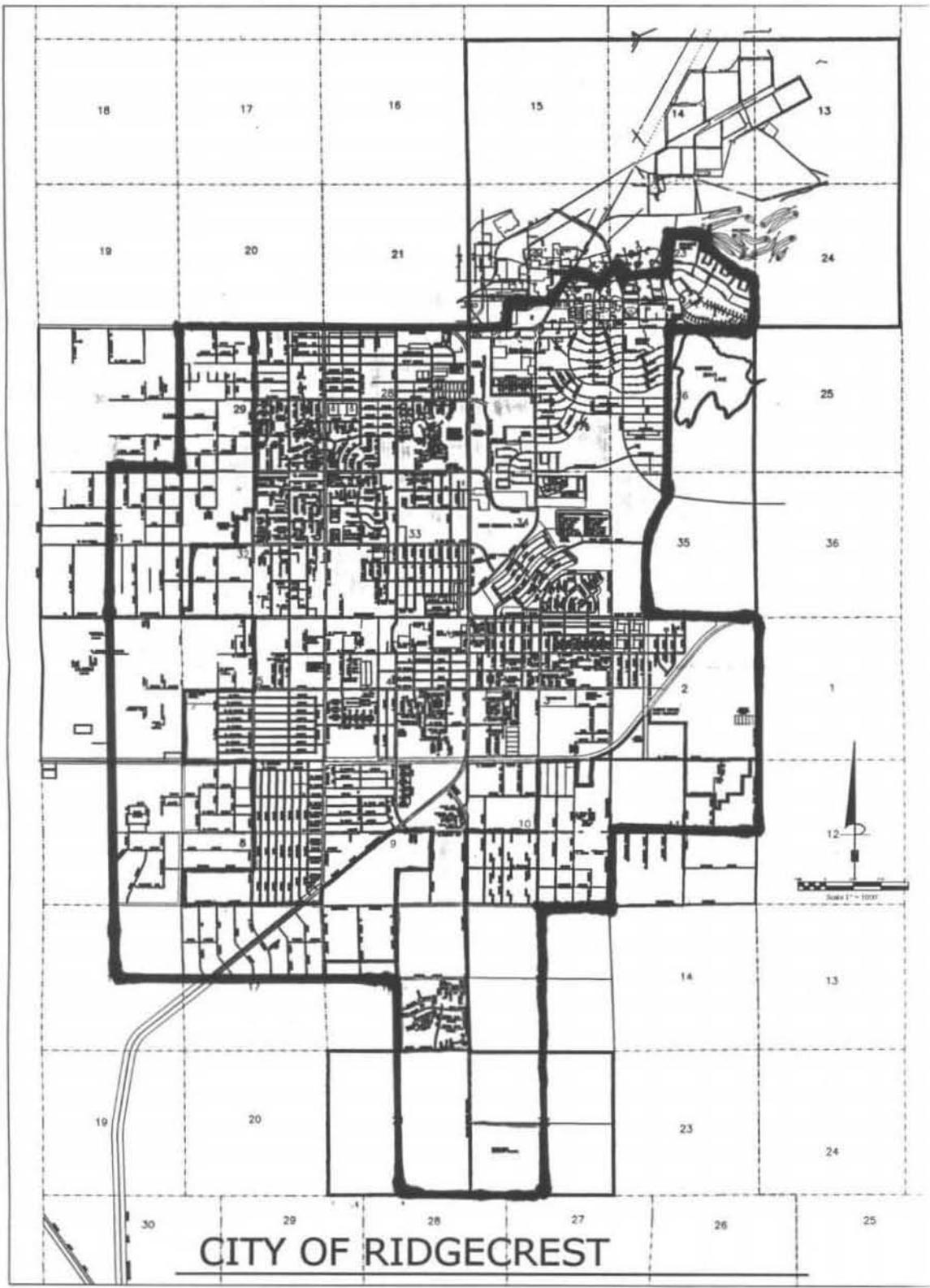
ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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CITY OF RIDGECREST

Ridgecrest Transit System (RTS) General Service Area

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RESOLUTION NO. 15-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
RIDGECREST SETTING THE PUBLIC HEARING FOR UNMET
TRANSIT NEEDS FINDINGS**

WHEREAS, the City of Ridgecrest receives Transportation Development Act funds for various transportation uses; and

WHEREAS, a public hearing must be held to determine if there are any "Unmet Needs that are Reasonable to Meet" in the public transportation system; and

WHEREAS, a Notice of Public Hearing must be published thirty days prior to the hearing date; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest does hereby set the public hearing for Unmet Transit Needs for March 4, 2015 at 6:00 pm, approves the Notice of Public Hearing, and directs the City Clerk to publish the notice.

ADOPTED, AND APPROVED, this 21st day of January, 2015, by the following vote:

AYES: Mayor Breeden, Council Members Sander, Acton, Thomas, and Mower

NOES: None

ABSENT: None

ABSTAIN: None



Peggy Breeden, Mayor

ATTEST:



Rachel J. Ford, CMC
City Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

Notice of
Public
Hearing

Case Number 90-04

DECLARATION
OF PUBLICATION
(2015.5 C.C.P.)

State of California, County of Kern, ss:

Declarant says:

That at all times, herein mentioned declarant is and was a citizen of the United States, over the age of twenty-one years, and not a party to nor interested in the within matter; that declarant is the principal clerk of the printer and the publisher of THE DAILY INDEPENDENT, a newspaper of general circulation printed and published daily in the City of Ridgecrest, Indian Wells Judicial District, County of Kern, State of California, which newspaper has been adjudged a newspaper of general circulation by the said Superior Court by order made and renewed July 8, 1952, in Civil Proceeding No. 58584 of said Court: that the instrument of which the annexed in a printed copy has been published in each regular and like issue of said newspaper (and not any supplement thereof) on the following dates, to-wit:

1-28-15

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED ON JANUARY 28, 2015, at
Ridgecrest California.

Declarant [Signature]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BEFORE THE CITY OF RIDGECREST CITY COUNCIL IN THE COUNCIL CHAMBERS, OF CITY HALL, 100 W. CALIFORNIA AVENUE, RIDGECREST, CALIFORNIA ON

WEDNESDAY, MARCH 4, 2015, AT 6:00 P.M. OR AS SOON THEREAFTER AS THE MATTERS MAY BE HEARD.

UNDER CONSIDERATION WILL BE a public hearing to receive comments related to unmet and

reasonable transit needs in the City of Ridgecrest and the surrounding county areas services by the Ridgecrest Transit System.

Kern COG is required to define "unmet needs" and "reasonable to meet," and has defined them by resolution 90-04.

Unmet needs:

An unmet need exists if an individual or any age or physical condition is unable to transport him or herself due to deficiencies in the existing transportation system.

Excluded are (1) those request for minor operational improvements, and (2) those improvements funded and scheduled for implementation in the following fiscal year.

Reasonable to meet:

A. Operational feasibility.

The requested improvement must be safe to operate and there must be adequate roadways for transit vehicles.

B. Duplication of

Service. The proposed services shall not duplicate other transit services.

C. Timing. The proposed service shall

be in response to an existing, rather than a future need.

D. Service must meet the legally required fare box ratio (PUC Sections 99288.2, 99288.5 and CAC Sections 8833.2, 8833.5 with fares of similar service.

All interested persons are invited to at-

tend and present testimony.

CITY OF RIDGECREST

Rachel J. Ford, CMC,
City Clerk

(01/28/2015)

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

SUBJECT:

Discussion and approval of development impact fee payment plan with Vimco Venture, Inc., approve resolution and authorize Finance Director to execute agreement.

PRESENTED BY:

Rachelle McQuiston, Director of Finance

SUMMARY:

Vimco Venture Inc. currently owes \$70,207.70 in development impact fees, which must be paid before a City business license can be issued.

Vimco Venture Inc. desires to begin conducting business at 553 South China Lake Boulevard, APN 480-010-06, and must have a business license to open.

As an agreement to receive monthly payments for the development impact fees would be mutually beneficial to the City and Vimco Venture Inc. so that the City can begin receiving Transient Occupancy Tax (TOT) and Vimco Venture Inc. can begin conducting business at 553 South China Lake Boulevard, APN 480-010-06.

For collateral, the City will hold a lien of \$72,000, on the property referenced above.

Therefore, the Finance Director requests the Council approve the attached resolution and authorize the Finance Director, V. Rachelle McQuiston, to execute this agreement.

FISCAL IMPACT:

Interest of \$1,792.19

Reviewed by Director of Finance

ACTION REQUESTED:

Approve resolution and authorize Finance Director to execute this agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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RESOLUTION NO. 15-xx

**A RESOLUTION OF THE CITY OF RIDGECREST CITY COUNCIL
CONCERNING THE PAYMENT OF UNPAID DEVELOPER IMPACT
FEES BY VIMCO VENTURE INC.**

WHEREAS, Vimco Venture Inc. (“Vimco”), owner of hotels, is indebted to City in the amount of \$72,000 in unpaid developer impact fees (“Debt”); and

WHEREAS, Vimco does not have sufficient resources to pay the Debt owed to the City of Ridgecrest in one installment; and

WHEREAS, the City Council’s mission is to improve the economic health of the City of Ridgecrest; and

WHEREAS, the City of Ridgecrest will receive Transit Occupancy Tax (“TOT”) once Vimco can begin conducting business; and

WHEREAS, Vimco has agreed in writing to pay the Debt in full by way of monthly installments of \$2,000; and

WHEREAS, Vimco has signed a Promissory Note and the City of Ridgecrest has a lien against real property owned by Vimco in the full amount of the Debt.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Finance Director to execute the agreement, attached hereto as Exhibit A, which incorporates the terms set forth above.

APPROVED AND ADOPTED this 4th Day of March 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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PROMISSORY NOTE SECURED BY DEED OF TRUST

On this ____ day of November, 2014, Vimco Venture, Inc. ("Vimco") and the City of Ridgecrest ("City"), hereinafter collectively referred to as "Parties," enter into this Promissory Note Secured by Deed of Trust ("Promissory Note").

RECITALS

WHEREAS, Vimco is indebted to City the amount of \$72,000 in unpaid developer impact fees ("Debt");

WHEREAS, City has agreed to accept a payment plan for Vimco to satisfy the Debt in full; and

WHEREAS, Vimco has agreed to secure the Debt by allowing City to place and record a lien against real property owned by Vimco, as described below;

The Parties hereto agree as follows:

AGREEMENT

1. For value received, Vimco hereby promises to pay City the Debt of \$72,000 from the date this note is signed until the date it is due or is paid in full, whichever date occurs last. The Debt shall be paid in installments of not less than \$2,000 per month, due on the 15th day of each month, until such time as the Debt has been paid off in full. If any installment payment due under this Promissory Note is not received by the holder within ten (10) days of its due date, the entire amount of unpaid Debt shall become immediately due and payable at the option of the City without prior notice to Vimco.

2. Vimco agrees that until such time as the Debt owed under this Promissory Note is paid in full, the Debt shall be secured by a deed of trust to real property commonly known as **553 South China Lake Boulevard, Ridgecrest, CA 93555, APN 480-010-06** ("Property"), owned in whole by Vimco and located in the County of Kern. The Property includes all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Promissory Note. This Promissory Note secures to City (a) the repayment of the Debt in full, along with any costs and attorneys' fees incurred in enforcing this Promissory Note and all renewals, and (b) the performance of Patel's obligations under this Promissory Note. For this purpose, Patel irrevocably grants and conveys to Trustee, in trust, with power of sale, the above-described Property.

3. Vimco and its selected signatory for this Promissory Note affirm that Vimco is the sole owner of the Property and that Vimco's selected signatory has the right to grant and convey the

Property. Vimco further affirms that the Property is unencumbered, except for encumbrances of record. Vimco warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

4. This Promissory Note shall be governed by and construed in accordance with the laws of the State of California.

5. This Promissory Note constitutes the entire agreement between the Parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the Parties with respect thereto.

6. This Promissory Note may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all Parties.

7. In the event any action or proceeding is instituted arising out of or relating to this Promissory Note or to the underlying Debt, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

8. This Promissory Note may be executed in counterparts.

9. Waiver by a party of any provision of this Promissory Note shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

10. This Promissory Note shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

11. If any term, provision, covenant or condition of this Promissory Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

12. City and Vimco each acknowledge that each party and their respective legal counsel have reviewed this Promissory Note and agree that this Promissory Note is the product of negotiations between the Parties. This Promissory Note shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting this agreement.

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

CITY:

VIMCO:

City of Ridgecrest

ATTN: City Manager

ATTN: Mike Patel

100 W. California Ave.

Ridgecrest, CA 93555-4054

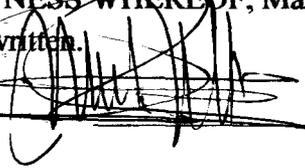
14. The occurrence of any of the following shall constitute an "Event of Acceleration":

- (a) Vimco's failure to pay any part of the principal or interest as and when due under this Promissory Note; or
- (b) Vimco becoming insolvent or not paying its debts as they become due.

15. Upon the occurrence of an Event of Acceleration under this Promissory Note, and in addition to any other rights and remedies that City may have, City shall have the right, at its sole and exclusive option, to declare this Promissory Note immediately due and payable.

IN WITNESS WHEREOF, Maker has executed this Promissory Note as of the day and year first above written.

Vimco: _____



(BORROWER SIGNATURE)

MAHESH, DATEC.

(BORROWER NAME)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

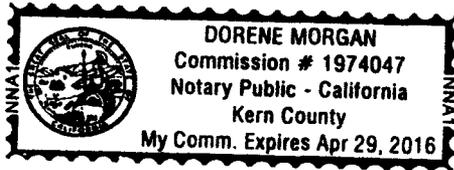
State of California

County of Kern }

On 12-18-14 before me, Dorene Morgan, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Mahesh Mani Patel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Dorene Morgan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

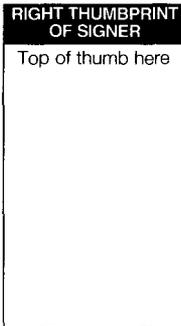
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

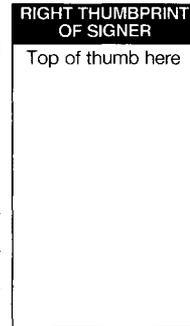
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

After Recording Return To:

[Space Above This Line For Recording Data] _____

SHORT FORM DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below, in the "Definitions" Section of the Fictitious Deed of Trust, and in Sections 3, 11, 13, 18, 20 and 21 of the Fictitious Deed of Trust. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 16 of the Fictitious Deed of Trust.

"Fictitious Deed of Trust" means that certain Fictitious Deed of Trust recorded in the Office of the Recorder on _____, 20____, in Book/Volume _____, beginning at Page ____, for land situate in the county of _____.
[Name of Recording Jurisdiction]

(A) "Security Instrument" means this document, which is dated _____, _____, together with all Riders to this document.

(B) "Borrower" is _____.
Borrower is the trustor under this Security Instrument.

(C) "Lender" is the City of Ridgecrest. Lender is a municipal corporation organized and existing under the laws of California. Lender's address is 100 W. California Avenue, Ridgecrest, CA 93555.

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Dennis Speer, City Manager, City of Ridgecrest.

(E) "Note" means the promissory note signed by Borrower and dated _____, _____. The Note states that Borrower owes Lender Seventy Two Thousand Dollars. (U.S. \$72,000). Borrower has promised to pay this debt in regular Periodic Payments (as defined in the Fictitious Deed of Trust) and to pay the debt in full as set forth in the Promissory Note dated _____.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

All references to section numbers in the Security Instrument that are contained in the Riders refer to those sections of the same number incorporated from the Fictitious Deed of Trust.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Promissory Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Kern:

PARCEL 2 OF PARCEL MAP 6994 IN THE CITY OF RIDGECREST, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED JUNE 28, 1985 IN BOOK 32, PAGE 47 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

which currently has the address of 553 South China Lake Boulevard, Ridgecrest, CA 93555, APN 480-010-06 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

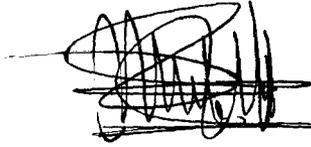
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above.

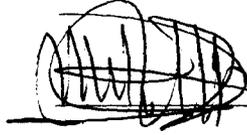
Witnesses:

X John Patel.



(Seal)
- Borrower

X John Patel.



(Seal)
- Borrower

_____ **[Space Below This Line For Acknowledgment]** _____

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

SUBJECT:

Executive Summary and Discussion of Fiscal Year 2014-2015 Budget Projections

PRESENTED BY:

Rachelle McQuiston, Finance Director/Agency Treasurer

BACKGROUND:

Pursuant to Council request, the Director of Finance has actively researched revenue and expenditure projections for the remaining Fiscal Year 2014-15 Budget.

At the time of posting, the supporting documents for this item were still in process and will be released as supplemental writings when completed.

FISCAL IMPACT:

No Fiscal Impact

Reviewed by Finance Director

ACTION REQUESTED:

Receive and File

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Rachelle McQuiston Finance Director

Action Date: 03/04/2015

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

SUBJECT: Discussion and possible termination of the Nossaman, LLP, Professional Services Agreement

PRESENTED BY:

Dennis Speer, City Manager

SUMMARY:

In December of 2011, the Ridgecrest City Council/Redevelopment Agency Board of Directors devoted considerable effort in examining the benefits of hiring a federal lobbying firm to enhance local redevelopment and economic development opportunities. It interviewed more than a dozen firms, evaluated funding options, and defined the scope of expected services for lobbying services. The result of this effort was the selection of the firm, Nossaman, LLP, to provide the desired services. The City entered into an agreement with the firm on January 9, 2012.

Pursuant to this agreement, the firm is to provide the City/Agency with federal lobbying services in support of City/Agency's infrastructure and economic development initiatives, military affairs associated with China Lake Naval Air Weapons Station, and other matters identified by City/Agency as federal priorities. Though the firm has been used occasionally to provide such services, these services do not correspond to the monthly retainer fee of \$3,500/month. Therefore, the Council should consider the value of this agreement against the cost.

Staff's recommendation is to terminate the agreement and eliminate the expense.

FISCAL IMPACT: None

Reviewed by Finance Director

ACTION REQUESTED: : Discussion and possible termination of the Nossaman, LLP, Professional Services Agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: March 4, 2015

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CONSULTANT AGREEMENT

As of January 9, 2012, the City of Ridgecrest, hereinafter called "Agency," and Nossaman, LLP, hereinafter called "Consultant," agree as follows:

1. Purpose and Services.

(a) Pursuant to this agreement, Consultant will provide Agency with federal lobbying services in support of Agency's infrastructure and economic development initiatives, military affairs associated with China Lake Naval Air Weapons Station, and other matters identified by Agency as federal priorities. In addition to performing said lobbying services, Consultant's duties include, but are not limited to, regularly communicating with Agency's City Manager and/or his assigned parties to determine Agency's needs and priorities, and providing status reports to Agency.

(b) The Consultant shall, in good workmanlike and professional manner, furnish the technical, administrative, professional and other labor, supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Paragraph "1" of this Agreement.

2. Consideration.

(a) In consideration for Consultant's work for Agency, as described within this Agreement, Agency shall compensate Consultant three thousand, five hundred dollars (\$3,500.00) per month, plus reimbursement of reasonable out of pocket expenses necessary in completing the work described in Paragraph "1" of this Agreement. The monthly fee of \$3,500.00 is a negotiated amount and not based upon hours worked at hourly rates.

(b) Consultant shall complete and submit invoices showing date(s) of work, description of work performed, amount of invoice, and supporting documentation. Agency shall be afforded a minimum of thirty (30) days to pay each of the above-referenced invoices.

3. Term.

This Agreement shall commence on the date above written. Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by Agency without cause, Agency shall pay Consultant for work performed and reasonable expenses incurred prior to the date the notice of termination is received by Consultant.

4. Ownership of Data, Reports, and Documents.

The Consultant shall deliver to Agency on demand or termination of this Agreement data, notes, reports, studies, and other materials and documents pertaining

to Consultant's work for Agency, which shall be the property of the Agency. If the Agency uses any of the data, notes, reports, studies, and other materials and documents furnished or prepared by the Consultant for projects other than the project described in paragraph 1 above, the Consultant shall be released from responsibility to third parties concerning the use of the data, notes, reports, studies, and other materials and documents. The Consultant may retain copies of the materials. The Agency may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

5. Subcontracts.

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

6. Independent Contractor.

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

7. Indemnification.

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

8. Miscellaneous.

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

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

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

City of Ridgecrest
ATTN: City Manager
100 W. California Ave.
Ridgecrest, CA 93555-4054

Nossaman, LLP
ATTN: Brent R. Heberlee
1666 K Street, NW, Suite 500
Washington, DC 20006

(d) If an action at law or in equity is brought to enforce this Agreement, the

prevailing party shall be entitled to reasonable attorney fees and costs.

9. Integration.

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

10. Governing Law.

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

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

APPROVED:
City of Ridgecrest

By: 
Kurt Wilson, City Manager

APPROVED:
Nossaman, LLP

By: 
Brent R. Heberlee

Attest:

By: 
Rachel Ford, Secretary

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**CITY COUNCIL/SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/BUSINESS LICENSE AGENDA ITEM**

SUBJECT:

Introduction And First Reading, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Municipal Code Section 6-24 With Respect To License Tax Rates And Classifications.

PRESENTED BY:

Rachelle McQuiston, Finance Director

SUMMARY:

This item was heard by Council at the regular meeting of January 21, 2015 and amended. At this time the item is brought back for first reading and introduction.

The intent of the following ordinance is to amend section 6-24 of the Ridgecrest Municipal code as it relates to the business license requirements of Residential and Mobile home Space Rentals. The current ordinance has a discrepancy between whether or not a business license is required to rent one to three units. This amended ordinance will require that a business license be obtained only if four or more units are rented.

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 §§ 6-24 Of The Ridgecrest Municipal Code With Respect To License Tax Rates And Classifications.

Requires A Second

Motion To Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Amending §§ 6-24 Of The Ridgecrest Municipal Code With Respect To License Tax Rates And Classifications.

Requires A Second

FISCAL IMPACT:

License tax revenue lost from Residential and Mobile home Space Rental businesses with one to three units.

ACTION REQUESTED:

Approve recommended motions

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Approve recommended motions

Submitted by: Kelly Morrison

Action Date: March 4, 2015

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ORDINANCE NO. 15-xx

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIDGECREST AMENDING THE
RIDGECREST MUNICIPAL CODE CHAPTER 6, ARTICLE 24 WITH REGARD TO LICENSE TAX RATES
AND CLASSIFICATIONS**

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 24 – License Tax Rates and Classifications as it relates to Residential and Mobilehome Space Rentals. The current ordinance has a discrepancy between whether or not a business license is required to rent one to three units. This amended ordinance will require that a business license be obtained only if four or more units are rented.

2. Amendment

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

Article 24. - License Tax Rates and Classifications.

6-24. – License Tax Rates and Classifications.

6-24.1. – Fees Designated; Increase or Decrease by Cost of Living Index.

6-24.2. – Rates.

6-24.3. – Classifications.

9-24. – License Tax Rates and Classifications.

6-24.1. – Fees Designated; Increase or Decrease by Cost of Living Index.

Every person who engages in business in the City shall pay a license tax based on the license tax rate specified in the Classification into which his business is placed by this chapter or by the Director of Finance in interpreting this chapter:

Beginning with the calendar year 1980, and each year thereafter, the license tax fees as hereinafter set forth for Classifications "A" through "T" shall be raised or lowered by the percentage of the cost of living index as determined by the Federal Government. The increase or decrease shall be to the nearest dollar according to the U.S. Department of Labor's adjusted, compound annual rate of the Consumer Price Index for all Urban consumers (CPI-U) for all items to be determined in October of each year.

6-24.2. – Rates.

- (a) Classification "A"—Retail Sales and Services—Base Permit Fee: Sixty dollars (\$60.00) per year for the first five (5) employees plus six dollars (\$6.00) per year for each employee over five (5).
- (b) Classification "B"—Professionals—Base Permit Fee: Sixty dollars (\$60.00) per year for each professional practicing as an individual, partner, member of an association, or employee plus six dollars (\$6.00) per year for each non-professional employee.
- (c) Classification "C"—Manufacturing, Hospitals, Utilities—Base Permit Fee: Eighty-four dollars (\$84.00) per year for the first five (5) employees plus six dollars (\$6.00) per year for each employee over six (6).
- (d) Classification "D"—Vending, etc.—Base Permit Fee: Sixty dollars (\$60.00) per year for the first employee plus sixty-six dollars (\$66.00) per year for each additional employee.
- (e) Classification "E"—Wholesale and Route—Base Permit Fee: Sixty dollars (\$60.00) per year for the first vehicle plus sixteen dollars (\$16.00) per year for each additional vehicle.
- (f) Classification "F"—Catering from Vehicle—Base Permit Fee: Sixty dollars (\$60.00) per year for the first vehicle and sixty-six dollars (\$66.00) per year for each additional vehicle.
- (g) Classification "G"—Itinerant/Theaters, Junk Dealers—Base Permit Fee: One hundred sixty dollars (\$160.00) per year.
- (h) Classification "H"—Residential Rentals—Base Permit Fee: ~~Sixty dollars (\$60.00)~~ **Sixty six dollars (\$66.00)** per year minimum for ~~one (1) to three (3)~~ **four (4)** units; six dollars (\$6.00) per year for every unit over ~~three (3)~~ **four (4)**.
- (i) Classification "I"—Mobilehome Space Rentals—Base Permit Fee: ~~Sixty dollars (\$60.00)~~ **Sixty six dollars (\$66.00)** per year minimum for ~~one (1) to three (3)~~ **four (4)** spaces; six dollars (\$6.00) per year for every unit over ~~three (3)~~ **four (4)**.
- (j) Classification "J"—Commercial Rentals—Base Permit Fee: Sixty dollars (\$60.00) per year for the first commercial parcel or structure plus sixteen dollars (\$16.00) per year for each additional parcel or structure.
- (k) Classification "K"—Pool Tables/Bowling Alleys—Base Permit Fee: Eighty dollars (\$80.00) per year for the first table or alley plus six dollars (\$6.00) per year for each additional table or alley.
- (l) Classification "L"—Card Rooms—Base Permit Fee: Three hundred ninety dollars (\$390.00) semi-annually for the first table plus forty dollars (\$40.00) semi-annually for each additional table.
- (m) Classification "M"—Billboards—Base Permit Fee: Sixty dollars (\$60.00) per year for one (1) sign; sixty dollars (\$60.00) per year for each sign over one (1).
- (n) Classification "N"—Carnivals/Circuses (Non-charitable Sponsor)—Base Permit Fee: Three hundred ninety dollars (\$390.00) per day plus sixteen dollars (\$16.00) per day for each concession as defined in Section 6-1.
- (o) Classification "O"—Carnival/Fortune Tellers, etc.—Base Permit Fee: One hundred dollars (\$100.00) per day.
- (p) Classification "P"—Shoe Shining—Base Permit Fee: Fifteen dollars (\$15.00) per year for the first chair and six dollars (\$6.00) per year for each additional chair.
- (q) Classification "Q"—Non-licensed Contractor—Base Permit Fee: Sixty-six dollars (\$66.00) per year for the first employee plus six dollars (\$6.00) per year for each additional employee.

- (r) Classification "R"—Licensed Contractor—Base Permit Fee: Sixty-six dollars (\$66.00) per year for each licensed contractor contracting as an individual, partner, or member of an association, plus six dollars (\$6.00) per year for each non-licensed employee.
- (s) Classification "S"—Part-time/Intermittent—Base Permit Fee: Nine dollars (\$9.00) per day per each day of retail sales.
- (t) Classification "T"—Swap Meets, etc.—Base Permit Fee: Three hundred ninety dollars (\$390.00) per day plus nine dollars (\$9.00) per day for each vendor not having a City license.

6-24.3. – Classifications.

- a) Classification "A" shall consist of:
 - (1) Retailing of goods, wares, or merchandise including, but not limited to, the following businesses selling tangible personal property at retail or conducting a business of a retail nature:
 - Air conditioning or cooler supplies
 - Appliance sales and service
 - Automobiles—New or used
 - Automobile tires, batteries, parts, and accessories
 - Automobile service station
 - Awning sales
 - Bakery
 - Bicycle sales and service
 - Book shop
 - Brush and toiletries
 - Catalogue and mail order sales
 - Carpet sales and installation
 - Clothing store
 - Cosmetics and toiletries
 - Dairy products delivery to customer service routes from an established place of business in the City, (Otherwise see Classification "E")
 - Department store
 - Drug store
 - Dry goods store
 - Electric supplies and appliances
 - Feed
 - Fence sales (not installation, see Classification "G")
 - Fish and poultry (not from vehicle, see Classification "G")
 - Fire extinguisher sales and service
 - Five and ten—variety store
 - Florist
 - Fruit and vegetable sales (not from vehicle, see Classification "G")
 - Furniture and home furnishings
 - Gasoline and gasoline tank sales

Gift and novelty shop
Glass and paint shop
Groceries and meats
Hardware, paint, and appliances
Health foods
Ice
Ice cream parlors
Ice cream sales from vehicles operated from an established place of business in the City
(otherwise see Class "E")
Jewelry store
Lapidary shop
Lumber and building materials
Motorcycle sales and service
Mobilehome sales and repairs (not towing, see Class "E")
Newspaper publishing (not distributors see Classification "E")
Nursery
Paint sales
Pet shop, pet food, pet supplies
Pharmacy
Photographer (not transient photographer, see Classification "G")
Photo shop
Plumbing supplies and appliances
Sewing machine sales and service
Shoe sales
Sporting goods
Stationery, office equipment, office supplies
Stamp redemption center
Wig sales

(2) Services including, but not limited to, the following businesses which are considered of a service nature:

Advertising and advertising agency (not billboards, see Classification "M")
Artist
Automobile or truck repairs (all types)
Automobile parking lot
Automobile or recreation vehicle or trailer rentals
Automobile towing service
Automobile wash
Animal kennels
Barber shop
Beauty shop
Bookkeeper (not public accountant, see Classification "B")
Bus depot

Cafe, restaurant, night club, tavern, without live entertainment or public dancing (with live entertainment or public dancing add twenty (\$20.00) dollars per year)

Carpet cleaning

Cemetery

Cesspool cleaning

Collection agency

Credit checking agency

Dancing school

Dressmaking and tailoring

Dry cleaning and laundry (not out-of City, see Class "E"); not coin-operated, see Class "D")

Finance company or loan company

Financial counselor

Gardener, yard cleaning (not landscaping, see Class "G")

Gunsmith

Gymnasium, health studio

Income tax service

Insurance broker or adjustor

Interior decorator

Janitorial service

Laundry (not coin-operated, see Classification "D")

Locksmith

Machine shop making repairs only (for fabricating machine shops, see Classification "C")

Musical instructor or school

Mutual fund broker

Moving and storage services

Nursery school

Printing, dry copying, mimeographing, multi-graphing, duplicating

Radio or television station

Real estate agent or broker

Repair services (all types except those under "contractor" in Classification "G" and those under Classification "Q")

Savings and loan institution

Saw sharpening

Steam cleaning

Stocks and bonds broker or agent

Sweeping service

Swimming pool, commercial operation

Telephone answering service

Travel services

Upholstering

(b) Classification "B" shall consist of:

Accountant

Architect
Appraiser
Attorney
Bacteriologist
Certified Public Accountant
Chemist
Chiropractor
Consultant
Clairvoyant
Dental or Medical Laboratory
Dentist
Detective
Engineer (all types)
Embalmer
Fortune Teller
Funeral Director
Geologist
Masseur
Medium
Mortician
Oculist
Optician
Optometrist
Osteopath
Palm Reader
Physician
Psychiatrist
Psychologist
Public Stenographer
Radiologist
Spiritualist
Surgeon
Surveyor
Veterinarian

(c) Classification "C" shall consist of:

- (1) Manufacturing, fabricating, processing, or other industrial businesses including data processing businesses, data analysis services and manufacturer's customer service representatives working in the City.
- (2) Hospitals of all types.
- (3) Telephone and other utility companies and communication companies not specifically classified in this ordinance or franchised by the City.

(4) Automobile dismantling yards including sale of used vehicle parts removed from dismantled vehicles.

(d) Classification "D" shall consist of:

(1) Coin-operated laundrettes, laundromats, dry cleaning establishments, wet wash businesses including persons conducting businesses in which the public is permitted to enter to wash, dry, or dry clean clothes or other materials in individual machines and the public uses coins in coin-operated machines.

(2) Persons distributing and maintaining vending and self-service machines including but not limited to:

Merchandise dispensing machines

Music dispensing machines

Amusement machines

Beverage dispensing machines

Food dispensing machines

Automobile car wash machines

Copying machines.

(e) Classification "E" shall consist of:

(1) Wholesaling including any person primarily selling goods, wares, or merchandise directly to retailers, and including, but not limited to:

Automobile parts distributors (TBA)

Bakery products distributors

Dairy products distributors

Grocery products distributors

Gasoline and oil distributors

Produce distributors

(2) Laundry, dry cleaning, and other services conducted over customer routes from locations outside the corporate limits of the City.

(3) Retail sales conducted from vehicles over customer routes from locations outside the corporate limits of the City (but not itinerant merchants as defined in Section 6-1).

(4) Pick-up and delivery services including, but not limited to:

Parcel and freight delivery (when delivery in the City is more than occasional and incidental to business conducted elsewhere)

Newspaper delivery (but not newspaper boys)

Mobilehome transport service

(5) Ice cream vending from vehicles.

(6) Bottled water distributors.

(7) Propane or other gas or fuel distributors.

(8) Pest exterminator services.

(f) Classification "F" shall consist of:

Food catering service when conducted primarily from a vehicle (otherwise see Classification "A").

(g) Classification "G" shall consist of:

- (1) Theater (motion picture or playhouse) except that only one license shall be required for a firm operating theaters at separate locations alternately and not simultaneously.
 - (2) Skating rink.
 - (3) Public dance hall (but not night club or restaurant with dancing, see Classification "A").
 - (4) Itinerant merchant as defined in Section 6-1, see also Section 6-31 of this chapter.
 - (5) Solicitor as defined in Section 6-1 of this chapter.
 - (6) Transient photographer as defined in Section 6-1 of this chapter.
 - (7) Junk dealer as defined in Section 6-1 of this chapter.
- (h) Classification "H" shall consist of: Persons regularly engaged in the business of renting residential property or accommodations including all those types of residential accommodations listed in Section 6-1 of this chapter but not including mobilehome park spaces and not including a residential accommodation usually rented which is being occupied by its owner.
- (i) Classification "I" shall consist of: Persons regularly engaged in the business of renting mobile-home park spaces. Persons owning mobilehome park spaces who rent out or lease out mobilehomes on those spaces shall also obtain a license under Classification "H" for the number of mobilehome units so rented or leased.
- (j) Classification "J" shall consist of: Persons regularly engaged in the business of renting commercial property or accommodations including offices, stores, shops, or other commercial structures and parcels of land occupied by any business use. Several parcels used together as part of the same local business (lessee) shall be considered one parcel for the purposes of applying the tax rate in this Classification.
- (k) Classification "K" shall consist of: Persons engaged in the business of providing recreation involving the following games:
Pool, billiards, or bagatelle
Bowling
Shuffleboard
Skee-ball
A table, alley, board, or device licensed under this Classification shall not be licensed under any other classification.
A person licensed under this Classification shall not be required to obtain an additional license under Classification "A" for the serving of food or beverages on the same premises.
- (l) Classification "L" shall consist of: Persons operating card rooms approved by the Chief of Police as prescribed by City Ordinance. See also Section 6-32.
- (m) Classification "M" shall consist of: Persons erecting and maintaining outdoor advertising structures as defined in Section 6-1 of this chapter.
- (n) Classification "N" shall consist of: Persons operating carnivals, circuses, animal shows, and exhibitions not sponsored by a local charitable organization.
- (o) Classification "O" shall consist of:
- (1) Persons operating carnivals, circuses, animal shows and exhibitions sponsored by a local church, school, PTA club, veteran's organization or other recognized local charitable organization.
 - (2) Fortune teller, clairvoyant, palm reader, spiritualist, medium or other prognosticator who provides such services in connection with an event described in the preceding paragraph (1).

(3) A masseur or masseuse who provides such services in connection with an event described in the preceding paragraph (1).

(p) Classification "P" shall consist of: Persons engaged in the business of shining shoes.

(q) Classification "Q" shall consist of: Persons engaged in businesses not required to be licensed under the California Contractors License Law but which involve maintenance or repair of structures, or installation, maintenance or repair of improvements to structures, including but not limited to:

Air conditioning

Building moving and wrecking

Cabinet making

Carpentry and building alterations

Concrete finishing

Coolers

Earth moving, grading, trenching, paving

Electrical alterations

Flooring and tiling

Heating

Landscaping

Masonry

Metal Working

Mobilehome installation and accessory building erection

Painting and decorating

Plumbing, including sewer repairing and rodding

Refrigeration

Roofing

Sign painting

Welding

Well drilling

All persons applying for a license under Classification "Q" shall be required by the City Clerk to sign a statement under penalty of perjury that they are exempt from and will not do any work in violation of the California Contractors License Law (Bus. & Prof. Code Secs. 7000 et seq.). If it appears that any person licensed under Classification "Q" has performed work different from that permitted hereunder, the City Clerk may, after conferring with the City Attorney notify such person in accordance with Section 6-25 that his business is being reclassified to Classification "G". Notwithstanding provisions of Section 6-25 to the contrary, such reclassification shall apply during the current licensing year and such person shall pay the difference in licensing fees. Procedures in Section 6-2 for appeal to the City Council shall apply to any such reclassification.

(r) Classification "R" shall consist of: Contractors as defined in Section 6-1.f.

(s) Classification "S" shall consist of: Persons who engage in business on a part-time or intermittent basis.

(t) Classification "T" shall consist of: Persons carrying on, conducting, or managing such events as arts exhibitions, crafts exhibitions, swap meets, flea markets, and similar events.

PASSED, APPROVED, AND ADOPTED by the Ridgecrest City Council on March 4, 2015, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST:

Rachel Ford, City Clerk

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

SUBJECT:

Discussion And Authorization To Submit A Letter Of Opposition Of The Department Of Finance Redevelopment Agency Dissolution Trailer Bill To The Honorable Adrin Nazarian, Assembly Budget Subcommittee On State Administration #4

PRESENTED BY:

Keith Lemieux – City Attorney

SUMMARY:

The League of California Cities has requested member agencies to oppose the proposed Department Of Finance RDA dissolution trailer bill, citing there are several provisions in the bill which could have a detrimental effect on cities and Successor Agencies. It seeks to invalidate loans from cities to former RDAs before dissolution and could negatively impact current and future litigation, as well as the administrative fees City of Ridgecrest receives to administer the dissolution of the former Redevelopment Agency.

- Attachment A is a summary digest of the bill outlining the proposed amendments.
- Attachment B is the League of California Cities key issues.
- Attachment C is the sample letter provided by the League of California Cities and amended to reflect the City of Ridgecrest concerns.
- Attachment D is the text of the proposed Department of Finance RDA Dissolution Trailer bill.

Staff and Legal Counsel have brought this item to the City Council and Successor Redevelopment Agency for discussion, public comment, and authorization to submit the letter of opposition to the Assembly Budget Subcommittee currently reviewing the bill.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Discussion, receive public comment, and authorization by minute motion to submit a letter of opposition of the Department of Finance RDA Dissolution Trailer Bill to the Assembly Budget Subcommittee

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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LEGISLATIVE COUNSEL'S DIGEST

Bill No.

as introduced, _____.

General Subject: Redevelopment.

(1) Existing law dissolved redevelopment agencies and community development agencies as of February 1, 2012, and provides for the designation of successor agencies to wind down the affairs of the dissolved redevelopment agencies and to, among other things, make payments due for enforceable obligations and to perform obligations required pursuant to any enforceable obligation.

This bill would provide that any action by the Department of Finance, that occurred on or after June 28, 2011, carrying out the department's obligations under the provisions described above constitute a department action for the preparation, development, or administration of the state budget and is exempt from the Administrative Procedures Act.

(2) Existing law defines "administrative cost allowance" for the purposes of successor agencies' duties in the winding down of the affairs of the dissolved



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redevelopment agencies to mean an amount that is payable from property tax revenues up to a certain percentage of the property tax allocated to the successor agency on the Recognized Obligation Payment Schedule covering a specified period, and up to a certain percentage of the property tax allocated to the Redevelopment Obligation Retirement Fund that is allocated to the successor agency for each fiscal year thereafter.

This bill would restate the definition of “administrative cost allowance” as the maximum amount of administrative costs that may be paid by a successor agency from the Redevelopment Property Tax Trust Fund in a fiscal year. This bill would, commencing July 1, 2016, and for each fiscal year thereafter, limit the administrative cost allowance to an amount not to exceed 3% of the actual property tax distributed to the successor agency for payment of approved enforceable obligations, reduced by the successor agency’s administrative cost allowance and loan payments made to the city, county, or city and county that created the redevelopment agency, as specified, and would limit a successor agency’s annual administrative costs to an amount not to exceed 50% of the total Redevelopment Property Tax Trust Fund distributed to pay enforceable obligations.

(3) Existing law excludes from the term “administrative cost allowance” any administrative costs that can be paid from bond proceeds or from sources other than property tax any expenses related to assets or obligations, settlements and judgments, and the costs of maintaining assets prior to disposition.

This bill would delete the exclusions described above and would further require the “administrative cost allowance” to be approved by the oversight board and to be the sole funding source for any legal expenses related to civil actions contesting the



validity of laws and actions dissolving and winding down the redevelopment agencies, as specified.

(4) Existing law specifies that the term “enforceable obligation” includes amounts borrowed from, or payments owing to, the Low and Moderate Income Housing Fund of a redevelopment agency that had been deferred as of a certain date.

This bill would provide that the enforceable obligation described above includes only amounts borrowed from, or payments owing to, the Low and Moderate Income Housing Fund of a redevelopment agency pursuant to specified provisions that had been deferred as of a certain date. This bill would provide that this definition applies retroactively to all enforceable obligations recognized above on or after June 28, 2011.

(5) Existing law also specifies that the term “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency, as specified. Notwithstanding this provision, existing law authorizes certain written agreements to be deemed enforceable obligations.

This bill would additionally authorize written agreements entered into at the time of issuance, but in no event later than June 27, 2011, for the financing or refinancing of indebtedness obligations that existed prior to January 1, 2011, and solely for the purpose of securing or repaying those indebtedness obligations, to be deemed enforceable obligations.

(6) Existing law authorizes the city, county, or city and county that authorized the creation of a redevelopment agency to loan or grant funds to a successor agency



for administrative costs, enforceable obligations, or project related expenses at the city's discretion.

This bill would limit the authorization to loans or grant funds to the payment of administrative costs or enforceable obligations excluding loans approved pursuant to specified provisions, and to the case in which the successor agency receives an insufficient distribution from the Redevelopment Property Tax Trust Fund to pay approved enforceable obligations, as specified. This bill would require the interest on these loans to be calculated on a fixed annual simple basis, and would specify the manner in which these loans are required to be repaid.

(7) Existing law authorizes the city, county, or city and county that created a redevelopment agency to elect to retain the housing assets and functions previously performed by the redevelopment agency. Existing law requires that any funds transferred to the housing successor, together with any funds generated from housing assets, to be maintained in a separate Low and Moderate Income Housing Asset Fund to be used in accordance with applicable housing-related provisions of the Community Redevelopment Law, except as specified. Existing law requires the housing successor annually to provide an independent financial audit of the fund to its governing body, and to post on its Internet Web site specified information.

This bill would require that posted information to also include specified amounts received by the city, county, or city and county.

(8) Existing law requires a successor agency to, among other things, prepare a Recognized Obligation Payment Schedule for payments on enforceable obligations for each 6-month fiscal period.



This bill would revise the timeline for the preparation of the required Recognized Obligation Payment Schedule to require the successor agency to prepare a schedule for a one year fiscal period, with the first of these periods beginning July 1, 2016, and would authorize the Recognized Obligation Payment Schedule to be amended by the oversight board once per Recognized Obligation Payment Schedule period, if the oversight board makes a finding that a revision is necessary for the payment of approved enforceable obligations, as specified.

This bill would, beginning August 1, 2015, require successor agencies to submit a Last and Final Recognized Obligation Payment Schedule, which shall list the remaining enforceable obligations of the successor agency and the total outstanding obligation and a schedule of remaining payments for each enforceable obligation, for approval by the oversight board and the Department of Finance if specified conditions are met. This bill would require the department to review the Last and Final Recognized Obligation Payment Schedule, as specified, and would require, upon approval by the department, the Last and Final Recognized Obligation Payment Schedule to establish the maximum amount of Redevelopment Property Tax Trust Funds to be distributed to the successor agency, as specified. This bill would authorize the successor agencies to submit no more than two requests to the department to amend the approved Last and Final Recognized Obligation Payment Schedule, as specified. This bill would also require the county auditor-controller to review the Last and Final Recognized Obligation Payment Schedule and to continue to allocate to allocate moneys in the Redevelopment Property Tax Trust Fund in a specified order of priority.



(9) Existing law prohibits successor agencies from creating new enforceable obligations, except in compliance with an enforceable obligation that existed prior to June 28, 2011. Notwithstanding this provision, existing law authorizes successor agencies to create enforceable obligations to conduct the work of winding down the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance. Existing law finds and declares that these provisions, when enacted, were declaratory of existing law.

This bill would exclude certain work from the authorization to create enforceable obligations, and would prohibit a successor agency that is the city, county, or city and county that formed the redevelopment agency from creating enforceable obligations to repay loans entered into between the redevelopment agency and the city, county, or city and county, except as otherwise provided. This bill would delete those findings and declarations, and would apply the provisions described above retroactively to any successor agency or redevelopment agency actions occurring after June 28, 2011.

(10) Existing law authorizes a successor agency to petition the Department of Finance, if an enforceable obligation provides for an irrevocable commitment of property tax revenue and the allocation of those revenues is expected to occur over time, to provide written confirmation that its determination of this enforceable obligation as approved in a Recognized Obligation Payment Schedule is final and conclusive.

This bill would require the successor agency to petition the department by electronic means and in a manner of the department's choosing, and would require the successor agency to provide a copy of the petition to the county auditor-controller, as



provided. This bill would require the department to provide written confirmation of approval or denial of the request within 100 days of the date of the request.

(11) Existing law provides that agreements, contracts, or arrangements between the city or county, or city and county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency, except that that a successor entity wishing to enter or reenter into agreements with the city, county, or city and county that formed the redevelopment agency may do so upon obtaining approval of its oversight board. Existing law prohibits a successor agency or an oversight board from exercising these powers to restore funding for an enforceable obligation that was deleted or reduced by the Department of Finance, as provided.

This bill would delete that prohibition, and would provide that a duly authorized written agreement entered into at the time of issuance, but in no event later than June 27, 2011, of indebtedness obligations for the refunding or refinancing of indebtedness obligations that existed prior to January 1, 2011, and solely for the purpose of securing or repaying those indebtedness obligations, is valid and may bind the successor agency.

This bill would prohibit an oversight board from approving any agreements between the successor agency and the city, county, or city and county that formed the redevelopment agency, except as otherwise provided, and would prohibit a successor agency from entering or reentering into any agreements with the city, county, or city and county that formed the redevelopment agency, except as otherwise provided. This bill would also prohibit a successor agency or an oversight board from exercising any powers to restore funding for any item that was denied or reduced by the Department



of Finance. This bill would apply these provisions retroactively to all agreements entered or reentered on and after June 28, 2011.

(12) Existing law authorizes the Department of Finance to review an oversight board action and requires written notice and information about all actions taken by an oversight board to be provided to the department by electronic means and in a manner of the department's choosing.

This bill would require the written notice and information described above to be provided to the department as an approved resolution. This bill would provide that oversight boards are not required to submit certain actions for department approval.

(13) Existing law requires, on and after July 1, 2016, in each county where more than one oversight board was created, as provided, that there be only one oversight board.

This bill would, if more than one oversight board exists within a county, require the oversight board to be staffed by the county auditor-controller, and would authorize the county auditor-controller to recover all associated costs, as specified. This bill would authorize the county auditor-controller, if only one successor agency exists within the county, to designate the successor agency to staff the oversight board.

(14) Existing law requires an oversight board for a successor agency to cease to exist when all of the indebtedness of the dissolved redevelopment agency has been repaid.

This bill would instead generally require an oversight board to cease to exist when the successor agency has been formally dissolved, as specified, and would require



a county oversight board to cease to exist when all successor agencies subject to its oversight have been formally dissolved, as specified.

(15) Existing law requires a request by a successor agency to enter into an agreement with the city, county, or city and county that formed the redevelopment agency to first be approved by the oversight board. Existing law requires actions to reestablish any other agreements that are in furtherance of enforceable obligations with the city, county, or city and county that formed the redevelopment agency to be invalid until they are included in an approved and valid Recognized Obligation Payment Schedule.

This bill would also require a request by the successor agency to reenter into an agreement as described above to first be approved by the oversight board. This bill would also require actions to establish any other authorized agreements, as specified, to be invalid until they are included in an approved and valid Recognized Obligation Payment Schedule.

(16) Existing law requires the oversight board to direct the successor agency to, among other things, dispose of all assets and properties of the former redevelopment agency, except that the oversight board is authorized to instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings, to the appropriate public jurisdiction, as provided.

This bill would expand that authorization to include public parking lots that do not include properties that generate revenues in excess of reasonable maintenance costs



of the properties. This bill would authorize a successor agency to amend its long-range property management plan once, solely to allow for retention of real properties that constitute public parking lots, as provided.

(17) Existing law requires certain estimates and accounts reported in recognized obligation payment schedules and transferred to the Redevelopment Obligation Retirement Fund to be subject to audit by the county auditor-controller and the Controller.

This bill would instead require the estimates and accounts described above to be reviewed by the county auditor-controller subject to the Department of Finance's review and approval. This bill would require a successor agency, commencing October 1, 2018, to submit the differences between actual payments and past estimated obligations on a Recognized Obligation Payment Schedule to the county auditor-controller for review, and would require the county-auditor controller to provide this information to the Department of Finance, as specified.

(18) Existing law requires, when all of the debt of a redevelopment agency has been retired or paid off, the successor agency to dispose of all remaining assets and terminate its existence within one year of the final debt payment.

This bill would instead require, when all of the enforceable obligations that had been identified in the Recognized Obligation Payment Schedule have been retired or paid off, all real property has been disposed of, and all outstanding litigation has been resolved, the successor agency to submit to the oversight board a request to formally dissolve the successor agency. This bill would also require, if a redevelopment agency was not previously allocated property tax revenue, as specified, the successor agency



to submit to the oversight board a request to formally dissolve the successor agency. This bill would require the oversight board to approve this request within 30 days and to submit the request to the Department of Finance for approval or denial, as specified. This bill would require the successor agency to take specified steps, including notifying the oversight board, when the department approves a request to formally dissolve a successor agency. This bill would require the oversight board, upon receipt of notification from the successor agency, to make certain verifications and adopt a final resolution of dissolution for the successor agency, as specified.

(19) Existing law, with respect to any successor agency that has been issued a finding of completion by the Department of Finance, deems loan agreements entered into between the redevelopment agency and the city, county, or city and county that created the redevelopment agency to be an enforceable obligation, as provided. Existing law specifies the manner in which the interest on the loan should be calculated and how the loan should be repaid. Existing law requires repayments received by the city, county, or city and county that formed the redevelopment agency to be used to retire certain outstanding amounts borrowed and owed, including a distribution to the Low and Moderate Income Housing Asset Fund, as provided.

This bill would define “loan agreements” for the purposes described above. This bill would change the manner in which the interest on the loan is calculated, and would require moneys repaid to be applied first to the principal and second to the interest. This bill would require distributions to the Low and Moderate Income Housing Asset Fund to be subject to specified reporting requirements. This bill would apply these provisions, and the provisions relating to any successor agency that has been issued a



finding of completion by the Department of Finance described above, retroactively to actions occurring on or after June 28, 2011.

(20) Existing law requires a successor agency to prepare a long-range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency.

This bill would require, if the former redevelopment agency did not have real properties, the successor agency to prepare a long-range property management plan, as provided.

(21) By imposing new duties upon local government officials with respect to the wind down of the dissolved redevelopment agencies, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

(22) This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.



League of California Cities

Key Issues with DOF RDA Dissolution Trailer Bill¹

The League of California Cities is **Opposed** to the following provisions due to their many harmful impacts on existing cities. We are asking legislators to either remove these provisions or reject the proposal in its entirety.

- 1) **Overturms recent Court of Appeal decision upholding reentered agreements approved by Oversight Boards.** This change seeks to overturn *Emeryville v. Cohen* and impacts and retroactively invalidates dozens of agreements validly entered into by cities and successor agencies around the state and approved by the governing Oversight Board in those jurisdictions based upon finding that the projects were in the best interests of all impacted taxing entities. (*Section 34178, page 46, 47, 48; Subdivision (h) page 57 and 58*). Many other cities are affected by this provision in addition to Emeryville: Bellflower; Citrus Heights; Coronado; Danville; Lawndale; Loma Linda; Petaluma; Riverside; San Leandro; Santa Rosa; Sunnyvale; Twenty-Nine Palms; Ukiah; Union City; and Watsonville.
- 2) **Undoes incentives previously offered to successor agencies to make three required payments to become eligible for a DOF “finding of completion.”** This proposal retroactively prohibits the reinstatement of reimbursement agreements between a city and a redevelopment agency for public improvements constructed by a third party; also makes these loans subject to RDA plan time limits that don’t apply to full repayment of other debts. (*Subparagraph (2), page 67*) also (*Section 34189, Page 64 and 65*)
- 3) **Retroactively undoes the effects of the February 13, 2015, ruling in *Glendale v. DOF* over the appropriate method of calculating interest rates on reinstated loans.** Judge Chang of the Sacramento Superior Court recently issued a ruling that holds that the LAIF rate that would apply to the accumulated balance on a loan was the rate in effect over the life of the loan since origination. The judge rejected DOF’s contention that the rate was the current rate on a fixed date. The language (*Subparagraph (3), on page 67*) deletes the pertinent language relied on by the Court and substitutes a rate “up to” one percent. Such a change would be a major loss of funds needed by local agencies to provide public safety and other vital services, and also significantly reduces the 20% set-aside for affordable housing.
- 4) **Undercuts local agency ability to protect legal rights by revoking statutory authority to recover legal costs outside of existing administrative cost cap.** Existing law provides that litigation costs related to assets, obligations, settlements, and judgments are not part of the administrative cost allowance. This change would be a complete reversal of previous legislative authority. (*Section 34171 (b), Page 2*). The dispute resolution process established is clear: (1) oversight board approval; (2) DOF review of the ROPS; (3) an opportunity to “meet and confer” with DOF on outstanding issues; and (4) an opportunity to appeal any final DOF decisions in a Court of Law. Successor agencies have also had to respond to lawsuits filed against the successor agency by other parties. For efficiency, all cases were directed to the Sacramento Superior Court. This proposal restricts any litigation expenses to a limited administrative cost

¹ Comments Based upon 02/18/15 version RN # 15 08847; this version currently has an urgency clause requiring a 2/3rds vote.

allowance, which is even further constrained in other areas of this proposal². Further limitations (*Subdivision (F), page 6*) prohibit a city's ability to independently assist with litigation costs³. The objective of these provisions can have no other purpose but to severely limit a community's ability to protect its legal rights.

- 5) **Retroactively repeals authority for cities to make loans to successor agencies approved by oversight boards for "project-related expenses." Imposes interest restrictions on other such loans and makes repayment subordinate to all other payments and only if funding available.** When redevelopment was eliminated, many projects were underway, incomplete or required routine maintenance, continuation of security services, etc. To ensure such public investments did not languish or deteriorate, AB 26 authorized cities to loan funds to the successor agencies with the approval of the oversight boards. This provision retroactively reverses such authority and restricts the ability of the city to recover other such loans which were made in compliance with existing law and good faith. (*Subdivision (h), Page 14*)
- 6) **Retroactively exempts all DOF actions from the Administrative Procedures Act.** Redevelopment dissolution law has put DOF in a position of making thousands of quasi-judicial decisions with enormous financial and other consequences for affecting individual communities, properties and third parties. The proposed language (Section 34170.1, Page 2) deems such actions equivalent to "the preparation, development or administration of the state budget." Should such a change be enacted --especially in combination with other aspects of this proposal which attempts to reduce an ability of a successor agency to challenge DOF actions in Court—it would insulate the department's quasi-judicial decisions from needed transparency, accountability and scrutiny. This is especially troubling when in over two dozen cases Courts have ruled that DOF abused its discretion when administering RDA Dissolution Law.
- 7) **Retroactively prohibits previously authorized work associated with "winding down" the work of a former redevelopment agency.** Successor agencies are empowered to hire staff to assist with the work of "winding down" the former redevelopment agency. All of this activity is, of course, subject to review and approval of the oversight board. This proposal (Section 34177.3, Page 38 and 39) creates a long list of exclusions including "site remediation, removal of graffiti... and other similar work" to the term "winding down" and makes it retroactive. This change is puzzling, since successor agencies have an obligation to maintain the assets of the former redevelopment agency.

² The amount available for the successor agency's administrative cost allowance is further restricted by language (Subparagraph (3), Page 3) which requires the amounts of loans repaid to a city as well as the amount of a prior administrative cost allowance to be deducted before applying the 3% factor. Subparagraph (4) on Page 3 further restricts possible funding by imposing a maximum 50% cap. All of these restrictions ignore the existing authority of an oversight board to review a successor agency's administrative cost allowance and reduce it where appropriate. This language should also be contrasted with (Subdivision (j) on Page 54) which authorizes a county auditor-controller to recover "all associated costs, including those of other county departments providing related services."

³ Subdivision (h) on Page 14, repeals existing authority for a city to loan or grant funds to a successor agency. This language also excludes "grants" which appears to work in tandem with other aspects of this proposal designed to limit the ability of the successor agency to carry out the work of dissolving redevelopment.

Other Issues: *Provided the aforementioned harmful provisions are removed*, many of the following provisions are, in isolation, potentially workable. The League is willing to work on these and other consensus-based changes to the dissolution process.

1. **2011 refunding bonds.** Agreements between a city and successor agency to refunding or refinancing of bonds prior to June 27, 2011, is considered an enforceable obligation. (Subparagraph (2), Page 7)
2. **Extension of RDA Time Limits to Repay Bond Debts:** An issue that has arisen is how debts will be repaid if the time limits of a former redevelopment agency have expired. This proposal waives those limits for bond repayments only, so the question remains what happens to other enforceable obligations that remain to be paid. (Section 34189, Page 64 and 65)
3. **Annual ROPS:** Changes from 6-month to annual ROPS process commencing July 1, 2016. (Subdivision (h), Page 8), Pages 34-37.
4. **Final and Conclusive:** Provides DOF with 100 days to render a decision on a final and conclusive request. (Subdivision (i), Page 45 and 46)
5. **Long Range Property Management Plans:** Provides some helpful clarification that DOF does not need to review either (1) transfers of governmental property or (2) transfers of property to be retained for development pursuant to a DOF approved Long Range Property Management Plans. It appears, however, that transfers to a third party are missing from this list. (Subdivision (h), Pages 52 and 53)
6. **Countywide Oversight Boards:** There are a number of issues that are raised with the planned transition to countywide oversight boards. (Subdivision (j), Page 54)
7. **Public Parking Lots:** Adds parking lots to the list of facilities deemed to be for a governmental purpose, provided they do not generate revenue in excess of reasonable maintenance costs. (Subparagraph (2), page 59). Agencies with previously approved plans may amend their plans to incorporate these parking lots. (Subdivision (b), Page 66).
8. **Auditor-Controller audits:** Makes revisions to the existing audit process. Section 34186, Page 60 and 61).
9. **Process for Dissolving Successor Agency following debt repayment:** (Page 62, 63 and 64)
10. **Optional Last and Final ROPS Process:** Offers a last and final ROPS process to those agencies where issues are resolved and debt repayment can be placed on autopilot. (Pages 72-79)



CITY OF RIDGECREST

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100 West California Avenue, Ridgecrest, California 93555-4054

March 5, 2015

The Honorable Adrin Nazarian, Chair
Assembly Budget Subcommittee on State Administration #4
State Capitol Building, Room 4146
Sacramento, CA 95814
FAX: (916) 319-2199

RE: **Governor's Budget Proposal Affecting Redevelopment Dissolution (RN#15 08847)**

Notice of Opposition

Dear Chairman Nazarian:

On behalf of City of Ridgecrest I regret to notify you of our opposition to the Governor's Budget Proposal Affecting Redevelopment Dissolution (RN#15 08847).

Collectively, the changes seek to reverse court decisions, change laws retroactively, undo previous incentives, and limit transparency, accountability and opportunities for local agencies to protect their legal rights; these provisions far overshadow other minor offerings. This proposal is so harmful to the interests of cities that we urge you to reject the entire proposal if they are not removed.

The Department of Finance had a full hand in drafting the laws the Courts are interpreting. If local governments are expected to comply with and respect these laws, then the state should as well and not seek to insert new retroactive provisions in an attempt to avoid Court rulings deemed unfavorable and stifle the ability of local agencies to protect their legal rights.

The City of Ridgecrest respectfully urges your opposition to this proposal unless all provisions harmful to cities are removed.

Peggy Breeden
Mayor
City of Ridgecrest

cc: Senator Jean Fuller, 5701 Truxtun Avenue, Suite 150, Bakersfield, CA 93309
Assembly Member Shannon Grove, 4900 California Avenue, Suite 100-B, Bakersfield, CA 93309
Meg Desmond, League of California Cities, mdesmond@cacities; FAX: (916) 658-8240

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02/18/15 11:48 AM
RN 15 08847 PAGE 1

An act to amend Sections 34171, 34173, 34176.1, 34177, 34177.3, 34177.5, 34178, 34179, 34180, 34181, 34186, 34187, 34189, 34191.3, 34191.4, and 34191.5 of, and to add Sections 34170.1 and 34191.6 to, the Health and Safety Code, relating to redevelopment, and declaring the urgency thereof, to take effect immediately.



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THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 34170.1 is added to the Health and Safety Code, to read:

34170.1. Any action by the department carrying out the department's obligations under this part and Part 1.8 (commencing with Section 34161) constitutes a department action for the preparation, development, or administration of the state budget pursuant to Section 11357 of the Government Code, and is exempt from Chapter 3.5 of Part 1 of Division 3 of Title 2 of the Government Code. This section applies retroactively to any action by the department described in this section that occurred on or after June 28, 2011.

SEC. 2. Section 34171 of the Health and Safety Code is amended to read:

34171. The following terms shall have the following meanings:

(a) "Administrative budget" means the budget for administrative costs of the successor agencies as provided in Section 34177.

(b) (1) "Administrative cost allowance" means an amount that, subject to the approval of the oversight board, is payable from property tax revenues of up to the maximum amount of administrative costs that may be paid by a successor agency from the Redevelopment Property Tax Trust Fund in a fiscal year.

(2) The administrative cost allowance shall be 5 percent of the property tax allocated to the successor agency on the Recognized Obligation Payment Schedule covering the period January 1, 2012, through June 30, 2012, and 2012. The administrative cost allowance shall be up to 3 percent of the property tax allocated to the Redevelopment Obligation Retirement Fund money that is allocated to the successor agency for each fiscal year thereafter, provided, however, that the amount thereafter



~~ending on June 30, 2016. However, the administrative cost allowance shall not be less than two hundred fifty thousand dollars (\$250,000); (\$250,000) in any fiscal year, unless this amount is reduced by the oversight board reduces this amount, for any fiscal year or such lesser amount as agreed to by or by agreement with the successor agency. However, the allowance amount shall exclude, and shall not apply to, any administrative costs that can be paid from bond proceeds or from sources other than property tax. Administrative cost allowances shall exclude any litigation expenses related to assets or obligations, settlements and judgments, and the costs of maintaining assets prior to disposition. Employee~~

(3) Commencing July 1, 2016, and for each fiscal year thereafter, the administrative cost allowance shall be up to 3 percent of the actual property tax distributed to the successor agency by the county auditor-controller in the preceding fiscal year for payment of approved enforceable obligations, reduced by the successor agency's administrative cost allowance and loan repayments made to the city, county, or city and county that created the redevelopment agency that it succeeded pursuant to subdivision (b) of Section 34191.4 during the preceding fiscal year. However, the administrative cost allowance shall not be less than two hundred fifty thousand dollars (\$250,000) in any fiscal year, unless this amount is reduced by the oversight board or by agreement between the successor agency and the department.

(4) Notwithstanding paragraph (3), commencing July 1, 2016, a successor agency's annual administrative costs shall not exceed 50 percent of the total Redevelopment Property Tax Trust Fund distributed to pay enforceable obligations in the preceding fiscal year. This limitation applies to administrative costs whether paid



within the administrative cost allowance or not, but does not apply to administrative costs paid from bond proceeds or grant funds.

(5) The administrative cost allowance shall be approved by the oversight board and shall be the sole funding source for any legal expenses related to civil actions, including writ proceedings, contesting the validity of Part 1.8 or Part 1.85 (commencing with Section 34170) or challenging acts taken pursuant to these parts. Employee costs associated with work on specific project implementation activities, including, but not limited to, construction inspection, project management, or actual construction, shall be considered project-specific costs and shall not constitute administrative costs.

(c) "Designated local authority" shall mean a public entity formed pursuant to subdivision (d) of Section 34173.

(d) (1) "Enforceable obligation" means any of the following:

(A) Bonds, as defined by Section 33602 and bonds issued pursuant to Chapter 10.5 (commencing with Section 5850) of Division 6 of Title 1 of the Government Code, including the required debt service, reserve set-asides, and any other payments required under the indenture or similar documents governing the issuance of the outstanding bonds of the former redevelopment agency. A reserve may be held when required by the bond indenture or when the next property tax allocation will be insufficient to pay all obligations due under the provisions of the bond for the next payment due in the following half of the calendar year.

(B) Loans of moneys borrowed by the redevelopment agency for a lawful purpose, to the extent they are legally required to be repaid pursuant to a required repayment schedule or other mandatory loan terms.



(C) Payments required by the federal government, preexisting obligations to the state or obligations imposed by state law, other than passthrough payments that are made by the county auditor-controller pursuant to Section 34183, or legally enforceable payments required in connection with the agencies' employees, including, but not limited to, pension payments, pension obligation debt service, unemployment payments, or other obligations conferred through a collective bargaining agreement. Costs incurred to fulfill collective bargaining agreements for layoffs or terminations of city employees who performed work directly on behalf of the former redevelopment agency shall be considered enforceable obligations payable from property tax funds. The obligations to employees specified in this subparagraph shall remain enforceable obligations payable from property tax funds for any employee to whom those obligations apply if that employee is transferred to the entity assuming the housing functions of the former redevelopment agency pursuant to Section 34176. The successor agency or designated local authority shall enter into an agreement with the housing entity to reimburse it for any costs of the employee obligations.

(D) Judgments or settlements entered by a competent court of law or binding arbitration decisions against the former redevelopment agency, other than passthrough payments that are made by the county auditor-controller pursuant to Section 34183. Along with the successor agency, the oversight board shall have the authority and standing to appeal any judgment or to set aside any settlement or arbitration decision.

(E) Any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. However, nothing in this act shall prohibit either the successor agency, with the approval or at the direction of



the oversight board, or the oversight board itself from terminating any existing agreements or contracts and providing any necessary and required compensation or remediation for such termination. Titles of or headings used on or in a document shall not be relevant in determining the existence of an enforceable obligation.

(F) Contracts or agreements necessary for the administration or operation of the successor agency, in accordance with this part, including, but not limited to, agreements concerning litigation expenses related to assets or obligations, settlements and judgments, and the costs of maintaining assets prior to disposition, and agreements to purchase or rent office space, equipment and supplies, and pay-related expenses pursuant to Section 33127 and for carrying insurance pursuant to Section 33134. Any legal expenses related to civil actions, including writ proceedings, contesting the validity of Part 1.8 or Part 1.85 (commencing with Section 34170) or challenging acts taken pursuant to these parts shall only be payable out of the administrative cost allowance.

(G) Amounts borrowed from, or payments owing to, the Low and Moderate Income Housing Fund of a redevelopment agency, which had been deferred as of the effective date of the act adding this part; provided, however, that the repayment schedule is approved by the oversight board. Repayments shall be transferred to the Low and Moderate Income Housing Asset Fund established pursuant to subdivision (d) of Section 34176 as a housing asset and shall be used in a manner consistent with the affordable housing requirements of the Community Redevelopment Law (Part 1 (commencing with Section 33000)). Enforceable obligations pursuant to this subparagraph include only amounts borrowed from, or payments owing to, the Low and Moderate Income Housing Fund of a redevelopment agency pursuant to subdivision (k) of Section



33334.2, subdivision (g) of Section 33334.6, subdivision (b) of Section 33681.7, subdivision (b) of Section 33681.9, subdivision (b) of Section 33681.12, subdivision (b) of Section 33685, subdivision (c) of Section 33690, or subdivision (c) of Section 33690.5, which had been deferred as of the effective date of the act adding this part and were approved by the department pursuant to paragraph (2) of subdivision (a) of section 34176. This definition applies retroactively to all enforceable obligations recognized under this subparagraph on or after June 28, 2011.

(2) For purposes of this part, “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency. However, written agreements entered into (A) at the time of issuance, but in no event later than December 31, 2010, of indebtedness obligations, and (B) solely for the purpose of securing or repaying those indebtedness obligations may be deemed enforceable obligations for purposes of this part. Additionally, written agreements entered into (A) at the time of issuance, but in no event later than June 27, 2011, of indebtedness obligations for the refunding or refinancing of indebtedness obligations that existed prior to January 1, 2011, and (B) solely for the purpose of securing or repaying those indebtedness obligations may be deemed enforceable obligations for purposes of this part. Notwithstanding this paragraph, loan agreements entered into between the redevelopment agency and the city, county, or city and county that created it, within two years of the date of creation of the redevelopment agency, may be deemed to be enforceable obligations.



(3) Contracts or agreements between the former redevelopment agency and other public agencies, to perform services or provide funding for governmental or private services or capital projects outside of redevelopment project areas that do not provide benefit to the redevelopment project and thus were not properly authorized under Part 1 (commencing with Section 33000) shall be deemed void on the effective date of this part; provided, however, that such contracts or agreements for the provision of housing properly authorized under Part 1 (commencing with Section 33000) shall not be deemed void.

(e) "Indebtedness obligations" means bonds, notes, certificates of participation, or other evidence of indebtedness, issued or delivered by the redevelopment agency, or by a joint exercise of powers authority created by the redevelopment agency, to third-party investors or bondholders to finance or refinance redevelopment projects undertaken by the redevelopment agency in compliance with the Community Redevelopment Law (Part 1 (commencing with Section 33000)).

(f) "Oversight board" shall mean each entity established pursuant to Section 34179.

(g) "Recognized obligation" means an obligation listed in the Recognized Obligation Payment Schedule.

(h) "Recognized Obligation Payment Schedule" means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period until June 30, 2016, as provided in subdivision (m) of Section 34177. On and after July 1, 2016, "Recognized Obligation Payment Schedule" means the document setting forth the minimum payment amounts



and due dates of payments required by enforceable obligations for each fiscal year as provided in subdivision (o) of Section 34177.

(i) "School entity" means any entity defined as such in subdivision (f) of Section 95 of the Revenue and Taxation Code.

(j) "Successor agency" means the successor entity to the former redevelopment agency as described in Section 34173.

(k) "Taxing entities" means cities, counties, a city and county, special districts, and school entities, as defined in subdivision (f) of Section 95 of the Revenue and Taxation Code, that receive passthrough payments and distributions of property taxes pursuant to the provisions of this part.

(l) "Property taxes" include all property tax revenues, including those from unitary and supplemental and roll corrections applicable to tax increment.

(m) "Department" means the Department of Finance unless the context clearly refers to another state agency.

(n) "Sponsoring entity" means the city, county, or city and county, or other entity that authorized the creation of each redevelopment agency.

(o) "Final judicial determination" means a final judicial determination made by any state court that is not appealed, or by a court of appellate jurisdiction that is not further appealed, in an action by any party.

(p) From July 1, 2014, to July 1, 2018, inclusive, "housing entity administrative cost allowance" means an amount of up to 1 percent of the property tax allocated to the Redevelopment Obligation Retirement Fund on behalf of the successor agency for



each applicable fiscal year, but not less than one hundred fifty thousand dollars (\$150,000) per fiscal year.

(1) If a local housing authority assumed the housing functions of the former redevelopment agency pursuant to paragraph (2) or (3) of subdivision (b) of Section 34176, then the housing entity administrative cost allowance shall be listed by the successor agency on the Recognized Obligation Payment Schedule. Upon approval of the Recognized Obligation Payment Schedule by the oversight board and the department, the housing entity administrative cost allowance shall be remitted by the successor agency on each January 2 and July 1 to the local housing authority that assumed the housing functions of the former redevelopment agency pursuant to paragraph (2) or (3) of subdivision (b) of Section 34176.

(2) If there are insufficient moneys in the Redevelopment Obligations Retirement Fund in a given fiscal year to make the payment authorized by this subdivision, the unfunded amount may be listed on each subsequent Recognized Obligation Payment Schedule until it has been paid in full. In these cases the five-year time limit on the payments shall not apply.

SEC. 3. Section 34173 of the Health and Safety Code is amended to read:

34173. (a) Successor agencies, as defined in this part, are hereby designated as successor entities to the former redevelopment agencies.

(b) Except for those provisions of the Community Redevelopment Law that are repealed, restricted, or revised pursuant to the act adding this part, all authority, rights, powers, duties, and obligations previously vested with the former redevelopment



agencies, under the Community Redevelopment Law, are hereby vested in the successor agencies.

(c) (1) If the redevelopment agency was in the form of a joint powers authority, and if the joint powers agreement governing the formation of the joint powers authority addresses the allocation of assets and liabilities upon dissolution of the joint powers authority, then each of the entities that created the former redevelopment agency may be a successor agency within the meaning of this part and each shall have a share of assets and liabilities based on the provisions of the joint powers agreement.

(2) If the redevelopment agency was in the form of a joint powers authority, and if the joint powers agreement governing the formation of the joint powers authority does not address the allocation of assets and liabilities upon dissolution of the joint powers authority, then each of the entities that created the former redevelopment agency may be a successor agency within the meaning of this part, a proportionate share of the assets and liabilities shall be based on the assessed value in the project areas within each entity's jurisdiction, as determined by the county assessor, in its jurisdiction as compared to the assessed value of land within the boundaries of the project areas of the former redevelopment agency.

(d) (1) A city, county, city and county, or the entities forming the joint powers authority that authorized the creation of each redevelopment agency may elect not to serve as a successor agency under this part. A city, county, city and county, or any member of a joint powers authority that elects not to serve as a successor agency under this part must file a copy of a duly authorized resolution of its governing board to that effect with the county auditor-controller no later than January 13, 2012.



(2) The determination of the first local agency that elects to become the successor agency shall be made by the county auditor-controller based on the earliest receipt by the county auditor-controller of a copy of a duly adopted resolution of the local agency's governing board authorizing such an election. As used in this section, "local agency" means any city, county, city and county, or special district in the county of the former redevelopment agency.

(3) (A) If no local agency elects to serve as a successor agency for a dissolved redevelopment agency, a public body, referred to herein as a "designated local authority" shall be immediately formed, pursuant to this part, in the county and shall be vested with all the powers and duties of a successor agency as described in this part. The Governor shall appoint three residents of the county to serve as the governing board of the authority. The designated local authority shall serve as successor agency until a local agency elects to become the successor agency in accordance with this section.

(B) Designated local authority members are protected by the immunities applicable to public entities and public employees governed by Part 1 (commencing with Section 810) and Part 2 (commencing with Section 814) of Division 3.6 of Title 1 of the Government Code.

(4) A city, county, or city and county, or the entities forming the joint powers authority that authorized the creation of a redevelopment agency and that elected not to serve as the successor agency under this part, may subsequently reverse this decision and agree to serve as the successor agency pursuant to this section. Any reversal of this decision shall not become effective for 60 days after notice has been given to the current successor agency and the oversight board and shall not invalidate any action



of the successor agency or oversight board taken prior to the effective date of the transfer of responsibility.

(e) The liability of any successor agency, acting pursuant to the powers granted under the act adding this part, shall be limited to the extent of the total sum of property tax revenues it receives pursuant to this part and the value of assets transferred to it as a successor agency for a dissolved redevelopment agency.

(f) Any existing cleanup plans and liability limits authorized under the Polanco Redevelopment Act (Article 12.5 (commencing with Section 33459) of Chapter 4 of Part 1) shall be transferred to the successor agency and may be transferred to the successor housing entity at that entity's request.

(g) A successor agency is a separate public entity from the public agency that provides for its governance and the two entities shall not merge. The liabilities of the former redevelopment agency shall not be transferred to the sponsoring entity and the assets shall not become assets of the sponsoring entity. A successor agency has its own name, can be sued, and can sue. All litigation involving a redevelopment agency shall automatically be transferred to the successor agency. The separate former redevelopment agency employees shall not automatically become sponsoring entity employees of the sponsoring entity and the successor agency shall retain its own collective bargaining status. As successor entities, successor agencies succeed to the organizational status of the former redevelopment agency, but without any legal authority to participate in redevelopment activities, except to complete any work related to an approved enforceable obligation. Each successor agency shall be deemed to be a local entity for



purposes of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

(h) The city, county, or city and county that authorized the creation of a redevelopment agency may loan or grant funds to a successor agency for the payment of administrative costs, costs or enforceable obligations, or project-related expenses at the city's discretion, but the obligations excluding loans approved under this subdivision or pursuant to Section 34191.4, and only to the extent that the successor agency receives an insufficient distribution from the Redevelopment Property Tax Trust Fund to pay approved enforceable obligations in the recognized obligation payment schedule period. The receipt and use of these funds shall be reflected on the Recognized Obligation Payment Schedule or the administrative budget and therefore are subject to the oversight and approval of the oversight board. An enforceable obligation shall be deemed to be created for the repayment of those loans. The interest payable on any loan created pursuant to this subdivision shall be calculated on a fixed annual simple basis and applied to the outstanding principal amount until fully paid, at a rate not to exceed the most recently published interest rate earned by funds deposited into the Local Agency Investment Fund during the previous fiscal quarter. Repayment of loans created under this subdivision shall be applied first to principal, and second to interest, and shall be subordinate to other approved enforceable obligations. Loans created under this subdivision shall be repaid to the extent property tax revenue allocated to the successor agency is available after fulfilling other enforceable obligations approved in the Recognized Obligation Payment Schedule.



(i) At the request of the city, county, or city and county, notwithstanding Section 33205, all land use related plans and functions of the former redevelopment agency are hereby transferred to the city, county, or city and county that authorized the creation of a redevelopment agency; provided, however, that the city, county, or city and county shall not create a new project area, add territory to, or expand or change the boundaries of a project area, or take any action that would increase the amount of obligated property tax (formerly tax increment) necessary to fulfill any existing enforceable obligation beyond what was authorized as of June 27, 2011.

SEC. 4. Section 34176.1 of the Health and Safety Code is amended to read:

34176.1. Funds in the Low and Moderate Income Housing Asset Fund described in subdivision (d) of Section 34176 shall be subject to the provisions of the Community Redevelopment Law (Part 1 (commencing with Section 33000)) relating to the Low and Moderate Income Housing Fund, except as follows:

(a) Subdivision (d) of Section 33334.3 and subdivision (a) of Section 33334.4 shall not apply. Instead, funds received from the successor agency for items listed on the Recognized Obligation Payment Schedule shall be expended to meet the enforceable obligations, and the housing successor shall expend all other funds in the Low and Moderate Income Housing Asset Fund as follows:

(1) For the purpose of monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and for the purpose of administering the activities described in paragraphs (2) and (3), a housing successor may expend per fiscal year up to an amount equal to 2 percent of the statutory value of real property owned by



the housing successor and of loans and grants receivable, including real property and loans and grants transferred to the housing successor pursuant to Section 34176 and real property purchased and loans and grants made by the housing successor. If this amount is less than two hundred thousand dollars (\$200,000) for any given fiscal year, the housing successor may expend up to two hundred thousand dollars (\$200,000) in that fiscal year for these purposes. The Department of Housing and Community Development shall annually publish on its Internet Web site an adjustment to this amount to reflect any change in the Consumer Price Index for All Urban Consumers published by the federal Department of Labor for the preceding calendar year. For purposes of this paragraph, "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer form approved by the ~~Department of Finance~~ department pursuant to paragraph (2) of subdivision (a) of Section 34176, the value of the properties transferred to the housing successor pursuant to subdivision (f) of Section 34181, and the purchase price of properties purchased by the housing successor.

(2) Notwithstanding Section 33334.2, if the housing successor has fulfilled all obligations pursuant to Sections 33413 and 33418, the housing successor may expend up to two hundred fifty thousand dollars (\$250,000) per fiscal year for homeless prevention and rapid rehousing services for individuals and families who are homeless or would be homeless but for this assistance, including the provision of short-term or medium-term rental assistance, housing relocation and stabilization services including housing search, mediation, or outreach to property owners, credit repair, security or utility deposits, utility payments, rental assistance for a final month at a location,



moving cost assistance, and case management, or other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.

(3) (A) The housing successor shall expend all funds remaining in the Low and Moderate Income Housing Asset Fund after the expenditures allowed pursuant to paragraphs (1) and (2) for the development of housing affordable to and occupied by households earning 80 percent or less of the area median income, with at least 30 percent of these remaining funds expended for the development of rental housing affordable to and occupied by households earning 30 percent or less of the area median income and no more than 20 percent of these remaining funds expended for the development of housing affordable to and occupied by households earning between 60 percent and 80 percent of the area median income. A housing successor shall demonstrate in the annual report described in subdivision (f), for 2019, and every five years thereafter, that the housing successor's expenditures from January 1, 2014, through the end of the latest fiscal year covered in the report comply with the requirements of this subparagraph.

(B) If the housing successor fails to comply with the extremely low income requirement in any five-year report, then the housing successor shall ensure that at least 50 percent of these remaining funds expended in each fiscal year following the latest fiscal year following the report are expended for the development of rental housing affordable to, and occupied by, households earning 30 percent or less of the area median income until the housing successor demonstrates compliance with the extremely low income requirement in an annual report described in subdivision (f).



(C) If the housing successor exceeds the expenditure limit for households earning between 60 percent and 80 percent of the area median income in any five-year report, the housing successor shall not expend any of the remaining funds for households earning between 60 percent and 80 percent of the area median income until the housing successor demonstrates compliance with this limit in an annual report described in subdivision (f).

(D) For purposes of this subdivision, “development” means new construction, acquisition and rehabilitation, substantial rehabilitation as defined in Section 33413, the acquisition of long-term affordability covenants on multifamily units as described in Section 33413, or the preservation of an assisted housing development that is eligible for prepayment or termination or for which within the expiration of rental restrictions is scheduled to occur within five years as those terms are defined in Section 65863.10 of the Government Code. Units described in this subparagraph may be counted towards any outstanding obligations pursuant to Section 33413, provided that the units meet the requirements of that section and are counted as provided in that section.

(b) Subdivision (b) of Section 33334.4 shall not apply. Instead, if the aggregate number of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years exceeds 50 percent of the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period, then the housing successor shall not expend these funds to assist additional senior housing units until the housing successor or its host jurisdiction assists,



and construction has commenced, a number of units available to all persons, regardless of age, that is equal to 50 percent of the aggregate number of units of deed-restricted rental housing units assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the time period described above.

(c) (1) Program income a housing successor receives shall not be associated with a project area and, notwithstanding subdivision (g) of Section 33334.2, may be expended anywhere within the jurisdiction of the housing successor or transferred pursuant to paragraph (2) without a finding of benefit to a project area. For purposes of this paragraph, "program income" means the sources described in paragraphs (3), (4), and (5) of subdivision (e) of Section 34176 and interest earned on deposits in the account.

(2) Two or more housing successors within a county, within a single metropolitan statistical area, within 15 miles of each other, or that are in contiguous jurisdictions may enter into an agreement to transfer funds among their respective Low and Moderate Income Housing Asset Funds for the sole purpose of developing transit priority projects as defined in subdivisions (a) and (b) of Section 21155 of the Public Resources Code, permanent supportive housing as defined in paragraph (2) of subdivision (b) of Section 50675.14, housing for agricultural employees as defined in subdivision (g) of Section 50517.5, or special needs housing as defined in federal or state law or regulation if all of the following conditions are met:

(A) Each participating housing successor has made a finding based on substantial evidence, after a public hearing, that the agreement to transfer funds will not cause or exacerbate racial, ethnic, or economic segregation.



(B) The development to be funded shall not be located in a census tract where more than 50 percent of its population is very low income, unless the development is within one-half mile of a major transit stop or high-quality transit corridor as defined in paragraph (3) of subdivision (b) of Section 21155 of the Public Resources Code.

(C) The completed development shall not result in a reduction in the number of housing units or a reduction in the affordability of housing units on the site where the development is to be built.

(D) A transferring housing successor shall not have any outstanding obligations pursuant to Section 33413.

(E) No housing successor may transfer more than one million dollars (\$1,000,000) per fiscal year.

(F) The jurisdictions of the transferring and receiving housing successors each have an adopted housing element that the Department of Housing and Community Development has found pursuant to Section 65585 of the Government Code to be in substantial compliance with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code and have submitted to the Department of Housing and Community Development the annual progress report required by Section 65400 of the Government Code within the preceding 12 months.

(G) Transferred funds shall only assist rental units affordable to, and occupied by, households earning 60 percent or less of the area median income.

(H) Transferred funds not encumbered within two years shall be transferred to the Department of Housing and Community Development for expenditure pursuant to



the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

(d) Sections 33334.10 and 33334.12 shall not apply. Instead, if a housing successor has an excess surplus, the housing successor shall encumber the excess surplus for the purposes described in paragraph (3) of subdivision (a) or transfer the funds pursuant to paragraph (2) of subdivision (c) within three fiscal years. If the housing successor fails to comply with this subdivision, the housing successor, within 90 days of the end of the third fiscal year, shall transfer any excess surplus to the Department of Housing and Community Development for expenditure pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program. For purposes of this subdivision, "excess surplus" shall mean an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater.

(e) Section 33334.16 shall not apply to interests in real property acquired on or after February 1, 2012. With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the ~~Department of Finance~~ department approved the property as a housing asset.

(f) Section 33080.1 of this code and Section 12463.3 of the Government Code shall not apply. Instead, the housing successor shall conduct, and shall provide to its governing body, an independent financial audit of the Low and Moderate Income Housing Asset Fund within six months after the end of each fiscal year, which may be



included in the independent financial audit of the host jurisdiction. If the housing successor is a city or county, it shall also include in its report pursuant to Section 65400 of the Government Code and post on its Internet Web site all of the following information for the previous fiscal year. If the housing successor is not a city or county, it shall also provide to its governing body and post on its Internet Web site all of the following information for the previous fiscal year:

(1) The amount the city, county, or city and county received pursuant to subparagraph (A) of paragraph (3) of subdivision (b) of Section 34191.4.

~~(1)~~

(2) The amount deposited to the Low and Moderate Income Housing Asset Fund, distinguishing any between amounts deposited pursuant to subparagraphs (B) and (C) of paragraph (3) of subdivision (b) of Section 34191.4, amounts deposited for other items listed on the Recognized Obligation Payment Schedule from Schedule, and other amounts deposited.

~~(2)~~

(3) A statement of the balance in the fund as of the close of the fiscal year, distinguishing any amounts held for items listed on the Recognized Obligation Payment Schedule from other amounts.

~~(3)~~

(4) A description of expenditures from the fund by category, including, but not limited to, expenditures (A) for monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering the activities



described in paragraphs (2) and (3) of subdivision (a), (B) for homeless prevention and rapid rehousing services for the development of housing described in paragraph (2) of subdivision (a), and (C) for the development of housing pursuant to paragraph (3) of subdivision (a).

(4)

(5) As described in paragraph (1) of subdivision (a), the statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts.

(5)

(6) A description of any transfers made pursuant to paragraph (2) of subdivision (c) in the previous fiscal year and, if still unencumbered, in earlier fiscal years and a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.

(6)

(7) A description of any project for which the housing successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule and the status of that project.

(7)

(8) For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with Section 33334.16. For interests in real property acquired on or after February 1, 2012, a status update on the project.

(8)



(9) A description of any outstanding obligations pursuant to Section 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor's progress in meeting those obligations, and of the housing successor's plans to meet unmet obligations. In addition, the housing successor shall include in the report posted on its Internet Web site the implementation plans of the former redevelopment agency.

~~(9)~~

(10) The information required by subparagraph (B) of paragraph (3) of subdivision (a).

~~(10)~~

(11) The percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.

~~(11)~~

(12) The amount of any excess surplus, the amount of time that the successor agency has had excess surplus, and the housing successor's plan for eliminating the excess surplus.

~~(12)~~

(13) An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an



adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3. This inventory shall include all of the following information:

(A) The number of those units.

(B) In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For all subsequent reports, the number of the units lost to the portfolio in the last fiscal year and the reason for those losses.

(C) Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund.

(D) Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity.

SEC. 5. Section 34177 of the Health and Safety Code is amended to read:

34177. Successor agencies are required to do all of the following:

(a) Continue to make payments due for enforceable obligations.

(1) On and after February 1, 2012, and until a Recognized Obligation Payment Schedule becomes operative, only payments required pursuant to an enforceable obligations payment schedule shall be made. The initial enforceable obligation payment schedule shall be the last schedule adopted by the redevelopment agency under Section 34169. However, payments associated with obligations excluded from the definition of enforceable obligations by paragraph (2) of subdivision (d) of Section 34171 shall be excluded from the enforceable obligations payment schedule and be removed from



the last schedule adopted by the redevelopment agency under Section 34169 prior to the successor agency adopting it as its enforceable obligations payment schedule pursuant to this subdivision. The enforceable obligation payment schedule may be amended by the successor agency at any public meeting and shall be subject to the approval of the oversight board as soon as the board has sufficient members to form a quorum. In recognition of the fact that the timing of the California Supreme Court's ruling in the case California Redevelopment Association v. Matosantos (2011) 53 Cal.4th 231 delayed the preparation by successor agencies and the approval by oversight boards of the January 1, 2012, through June 30, 2012, Recognized Obligation Payment Schedule, a successor agency may amend the Enforceable Obligation Payment Schedule to authorize the continued payment of enforceable obligations until the time that the January 1, 2012, through June 30, 2012, Recognized Obligation Payment Schedule has been approved by the oversight board and by the ~~Department of Finance~~ department. The successor agency may utilize reasonable estimates and projections to support payment amounts for enforceable obligations if the successor agency submits appropriate supporting documentation of the basis for the estimate or projection to the Department of Finance and the auditor-controller.

(2) The ~~Department of Finance~~ department, the county auditor-controller, and the Controller shall each have the authority to require any documents associated with the enforceable obligations to be provided to them in a manner of their choosing. Any taxing entity, the department, and the Controller shall each have standing to file a judicial action to prevent a violation under this part and to obtain injunctive or other appropriate relief.



(3) Commencing on the date the Recognized Obligation Payment Schedule is valid pursuant to subdivision (1), only those payments listed in the Recognized Obligation Payment Schedule may be made by the successor agency from the funds specified in the Recognized Obligation Payment Schedule. In addition, after it becomes valid, the Recognized Obligation Payment Schedule shall supersede the Statement of Indebtedness, which shall no longer be prepared nor have any effect under the Community Redevelopment Law (Part 1 (commencing with Section 33000)).

(4) Nothing in the act adding this part is to be construed as preventing a successor agency, with the prior approval of the oversight board, as described in Section 34179, from making payments for enforceable obligations from sources other than those listed in the Recognized Obligation Payment Schedule.

(5) From February 1, 2012, to July 1, 2012, a successor agency shall have no authority and is hereby prohibited from accelerating payment or making any lump-sum payments that are intended to prepay loans unless such accelerated repayments were required prior to the effective date of this part.

(b) Maintain reserves in the amount required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds.

(c) Perform obligations required pursuant to any enforceable obligation.

(d) Remit unencumbered balances of redevelopment agency funds to the county auditor-controller for distribution to the taxing entities, including, but not limited to, the unencumbered balance of the Low and Moderate Income Housing Fund of a former redevelopment agency. In making the distribution, the county auditor-controller shall



utilize the same methodology for allocation and distribution of property tax revenues provided in Section 34188.

(e) Dispose of assets and properties of the former redevelopment agency as directed by the oversight board; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of certain assets pursuant to subdivision (a) of Section 34181. The disposal is to be done expeditiously and in a manner aimed at maximizing value. Proceeds from asset sales and related funds that are no longer needed for approved development projects or to otherwise wind down the affairs of the agency, each as determined by the oversight board, shall be transferred to the county auditor-controller for distribution as property tax proceeds under Section 34188. The requirements of this subdivision shall not apply to a successor agency that has been issued a finding of completion by the ~~Department of Finance~~ department pursuant to Section 34179.7.

(f) Enforce all former redevelopment agency rights for the benefit of the taxing entities, including, but not limited to, continuing to collect loans, rents, and other revenues that were due to the redevelopment agency.

(g) Effectuate transfer of housing functions and assets to the appropriate entity designated pursuant to Section 34176.

(h) Expeditiously wind down the affairs of the redevelopment agency pursuant to the provisions of this part and in accordance with the direction of the oversight board.

(i) Continue to oversee development of properties until the contracted work has been completed or the contractual obligations of the former redevelopment agency can



be transferred to other parties. Bond proceeds shall be used for the purposes for which bonds were sold unless the purposes can no longer be achieved, in which case, the proceeds may be used to defease the bonds.

(j) Prepare a proposed administrative budget and submit it to the oversight board for its approval. The proposed administrative budget shall include all of the following:

(1) Estimated amounts for successor agency administrative costs for the upcoming six-month fiscal period.

(2) Proposed sources of payment for the costs identified in paragraph (1).

(3) Proposals for arrangements for administrative and operations services provided by a city, county, city and county, or other entity.

(k) Provide administrative cost estimates, from its approved administrative budget that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the county auditor-controller for each six-month fiscal period.

~~(l) (1) Before each six-month fiscal period, period set forth in subdivision (m) or (o), as applicable,~~ prepare a Recognized Obligation Payment Schedule in accordance with the requirements of this paragraph. For each recognized obligation, the Recognized Obligation Payment Schedule shall identify one or more of the following sources of payment:

(A) Low and Moderate Income Housing Fund.

(B) Bond proceeds.

(C) Reserve balances.

(D) Administrative cost allowance.



(E) The Redevelopment Property Tax Trust Fund, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or by the provisions of this part.

(F) Other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency, as approved by the oversight board in accordance with this part.

(2) A Recognized Obligation Payment Schedule shall not be deemed valid unless all of the following conditions have been met:

(A) A Recognized Obligation Payment Schedule is prepared by the successor agency for the enforceable obligations of the former redevelopment agency. The initial schedule shall project the dates and amounts of scheduled payments for each enforceable obligation for the remainder of the time period during which the redevelopment agency would have been authorized to obligate property tax increment had the a redevelopment agency not been dissolved.

(B) The Recognized Obligation Payment Schedule is submitted to and duly approved by the oversight board. The successor agency shall submit a copy of the Recognized Obligation Payment Schedule to the county administrative officer, the county auditor-controller, and the ~~Department of Finance~~ department at the same time that the successor agency submits the Recognized Obligation Payment Schedule to the oversight board for approval.

(C) A copy of the approved Recognized Obligation Payment Schedule is submitted to the county auditor-controller, the Controller's office, and the Department of Finance, and is posted on the successor agency's Internet Web site.



(3) The Recognized Obligation Payment Schedule shall be forward looking to the next ~~six months~~ months or one year pursuant to subdivision (m) or (o), as applicable. The first Recognized Obligation Payment Schedule shall be submitted to the Controller's office and the ~~Department of Finance~~ department by April 15, 2012, for the period of January 1, 2012, to June 30, 2012, inclusive. This Recognized Obligation Payment Schedule shall include all payments made by the former redevelopment agency between January 1, 2012, through January 31, 2012, and shall include all payments proposed to be made by the successor agency from February 1, 2012, through June 30, 2012. Former redevelopment agency enforceable obligation payments due, and reasonable or necessary administrative costs due or incurred, prior to January 1, 2012, shall be made from property tax revenues received in the spring of 2011 property tax distribution, and from other revenues and balances transferred to the successor agency.

(m) ~~The~~ Until December 31, 2015, the Recognized Obligation Payment Schedule for the period of January 1, 2013, to June 30, 2013, shall be submitted by the successor agency, after approval by the oversight board, no later than September 1, 2012. Commencing with the Recognized Obligation Payment Schedule covering the period July 1, 2013, through December 31, 2013, successor agencies shall submit an oversight board-approved Recognized Obligation Payment Schedule to the ~~Department of Finance~~ department and to the county auditor-controller no fewer than 90 days before the date of property tax distribution. The ~~Department of Finance~~ department shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations no later than 45 days after the Recognized Obligation Payment Schedule is submitted. Within five business days of the department's



determination, a successor agency may request additional review by the department and an opportunity to meet and confer on ~~disputed items.~~ items, except for those items which are the subject of litigation disputing the department's previous or related determination. The meet and confer period may vary; an untimely submittal of a Recognized Obligation Payment Schedule may result in a meet and confer period of less than 30 days. The department shall notify the successor agency and the county auditor-controllers as to the outcome of its review at least 15 days before the date of property tax distribution.

(1) The successor agency shall submit a copy of the Recognized Obligation Payment Schedule to the ~~Department of Finance~~ department electronically, and the successor agency shall complete the Recognized Obligation Payment Schedule in the manner provided for by the department. A successor agency shall be in noncompliance with this paragraph if it only submits to the department an electronic message or a letter stating that the oversight board has approved a Recognized Obligation Payment Schedule.

(2) If a successor agency does not submit a Recognized Obligation Payment Schedule by the deadlines provided in this subdivision, the city, county, or city and county that created the ~~redevelopment-agency~~ agency, if it is acting as the successor agency, shall be subject to a civil penalty equal to ten thousand dollars (\$10,000) per day for every day the schedule is not submitted to the department. The civil penalty shall be paid to the county auditor-controller for allocation to the taxing entities under Section 34183. If a successor agency fails to submit a Recognized Obligation Payment Schedule by the deadline, any creditor of the successor agency or the Department of



Finance or any affected taxing entity shall have standing to and may request a writ of mandate to require the successor agency to immediately perform this duty. Those actions may be filed only in the County of Sacramento and shall have priority over other civil matters. Additionally, if an agency does not submit a Recognized Obligation Payment Schedule within 10 days of the deadline, the maximum administrative cost allowance for that period shall be reduced by 25 percent.

(3) If a successor agency fails to submit to the department an oversight board-approved Recognized Obligation Payment Schedule that complies with all requirements of this subdivision within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations, the department may determine if any amount should be withheld by the county auditor-controller for payments for enforceable obligations from distribution to taxing entities, pending approval of a Recognized Obligation Payment Schedule. The county auditor-controller shall distribute the portion of any of the sums withheld pursuant to this paragraph to the affected taxing entities in accordance with paragraph (4) of subdivision (a) of Section 34183 upon notice by the department that a portion of the withheld balances are in excess of the amount of enforceable obligations. The county auditor-controller shall distribute withheld funds to the successor agency only in accordance with a Recognized Obligation Payment Schedule approved by the department. County auditor-controllers shall lack the authority to withhold any other amounts from the allocations provided for under Section 34183 or 34188 unless required by a court order.



(4) (A) The Recognized Obligation Payment Schedule payments required pursuant to this subdivision may be scheduled beyond the existing Recognized Obligation Payment Schedule cycle upon a showing that a lender requires cash on hand beyond the Recognized Obligation Payment Schedule cycle.

(B) When a payment is shown to be due during the Recognized Obligation Payment Schedule period, but an invoice or other billing document has not yet been received, the successor agency may utilize reasonable estimates and projections to support payment amounts for enforceable obligations if the successor agency submits appropriate supporting documentation of the basis for the estimate or projection to the department and the auditor-controller.

(C) A Recognized Obligation Payment Schedule may also include appropriation of moneys from bonds subject to passage during the Recognized Obligation Payment Schedule cycle when an enforceable obligation requires the agency to issue the bonds and use the proceeds to pay for project expenditures.

(n) Cause a postaudit of the financial transactions and records of the successor agency to be made at least annually by a certified public accountant.

(o) On and after January 1, 2016, commencing with the Recognized Obligation Payment Schedule covering the period from July 1, 2016, to June 30, 2017, inclusive, and for each July 1 to June 30, inclusive, thereafter, a successor agency shall submit an oversight board-approved Recognized Obligation Payment Schedule to the department and to the county auditor-controller no later than February 1, 2016, and each February 1 thereafter. The department shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable



obligations no later than April 15, 2016, and each April 15 thereafter. Within five business days of the department's determination, a successor agency may request additional review by the department and an opportunity to meet and confer on disputed items, except for those items which are the subject of litigation disputing the department's previous or related determination. An untimely submittal of a Recognized Obligation Payment Schedule may result in a meet and confer period of less than 30 days. The department shall notify the successor agency and the county auditor-controller as to the outcome of its review at least 15 days before the date of the first property tax distribution for that period.

(1) The successor agency shall submit a copy of the Recognized Obligation Payment Schedule to the department in the manner provided for by the department.

(2) If a successor agency does not submit a Recognized Obligation Payment Schedule by the deadlines provided in this subdivision, the city, county, or city and county that created the redevelopment agency, if acting as the successor agency, shall be subject to a civil penalty equal to ten thousand dollars (\$10,000) per day for every day the schedule is not submitted to the department. The civil penalty shall be paid to the county auditor-controller for allocation to the taxing entities under Section 34183. If a successor agency fails to submit a Recognized Obligation Payment Schedule by the deadline, any creditor of the successor agency or the department or any affected taxing entity shall have standing to, and may request a writ of mandate to, require the successor agency to immediately perform this duty. Those actions may be filed only in the County of Sacramento and shall have priority over other civil matters. Additionally, if an agency does not submit a Recognized Obligation Payment Schedule



within 10 days of the deadline, the maximum administrative cost for that period shall be reduced by 25 percent.

(3) If a successor agency fails to submit to the department an oversight board-approved Recognized Obligation Payment Schedule that complies with all requirements of this subdivision within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations, the department may determine if any amount should be withheld by the county auditor-controller for payments for enforceable obligations from distribution to taxing entities, pending approval of a Recognized Obligation Payment Schedule. The county auditor-controller shall distribute the portion of any of the sums withheld pursuant to this paragraph to the affected taxing entities in accordance with paragraph (4) of subdivision (a) of Section 34183 upon notice by the department that a portion of the withheld balances are in excess of the amount of enforceable obligations. The county auditor-controller shall distribute withheld funds to the successor agency only in accordance with a Recognized Obligation Payment Schedule approved by the department. County auditor-controllers do not have the authority to withhold any other amounts from the allocations provided for under Section 34183 or 34188 except as required by a court order.

(4) (A) The Recognized Obligation Payment Schedule payments required pursuant to this subdivision may be scheduled beyond the existing Recognized Obligation Payment Schedule cycle upon a showing that a lender requires cash on hand beyond the Recognized Obligation Payment Schedule cycle.



(B) When a payment is shown to be due during the Recognized Obligation Payment Schedule period, but an invoice or other billing document has not yet been received, the successor agency may utilize reasonable estimates and projections to support payment amounts for enforceable obligations if the successor agency submits appropriate supporting documentation of the basis for the estimate or projection to the department and the county auditor-controller.

(C) A Recognized Obligation Payment Schedule may also include a request to use proceeds from bonds expected to be issued during the Recognized Obligation Payment Schedule cycle when an enforceable obligation requires the agency to issue the bonds and use the proceeds to pay for project expenditures.

(5) Once per Recognized Obligation Payment Schedule period, and no later than October 1, a successor agency may submit one amendment to the Recognized Obligation Payment Schedule approved by the department pursuant to this subdivision, if the oversight board makes a finding that a revision is necessary for the payment of approved enforceable obligations during the second one-half of the Recognized Obligation Payment Schedule period, which shall be defined as January 1 to June 30, inclusive. A successor agency may only amend the amount requested for payment of approved enforceable obligations. The revised Recognized Obligation Payment Schedule shall be approved by the oversight board and submitted to the department by electronic means in a manner of the department's choosing. The department shall notify the successor agency and the county auditor-controller as to the outcome of the department's review at least 15 days before the date of the property tax distribution.

SEC. 6. Section 34177.3 of the Health and Safety Code is amended to read:



34177.3. (a) ~~Successor agencies shall lack the authority to, and shall not, create new enforceable obligations under the authority of the Community Redevelopment Law (Part 1 (commencing with Section 33000)) or begin new redevelopment work, except in compliance with an enforceable obligation obligation, as defined by subdivision (d) of Section 34171, that existed prior to June 28, 2011.~~

(b) ~~Successor~~ Notwithstanding subdivision (a), successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency, including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance. The work of winding down the redevelopment agency does not include planning, design, redesign, development, demolition, alteration, construction, construction financing, site remediation, site development or improvement, removal of graffiti, land clearance, seismic retrofits, and other similar work. Successor agencies may not create enforceable obligations to repay loans entered into between the redevelopment agency that it is succeeding and the city, county, or city and county that formed the redevelopment agency that it is succeeding, except as provided in Chapter 9 (commencing with Section 34191.1).

(c) Successor agencies shall lack the authority to, and shall not, transfer any powers or revenues of the successor agency to any other party, public or private, except pursuant to an enforceable obligation on a Recognized Obligation Payment Schedule approved by the department. Any such transfers of authority or revenues that are not made pursuant to an enforceable obligation on a Recognized Obligation Payment Schedule approved by the ~~Department of Finance~~ department are hereby declared to be void, and the successor agency shall take action to reverse any of those transfers.



The Controller may audit any transfer of authority or revenues prohibited by this section and may order the prompt return of any money or other things of value from the receiving party.

(d) Redevelopment agencies that resolved to participate in the Voluntary Alternative Redevelopment Program under Chapter 6 of the First Extraordinary Session of the Statutes of 2011 were and are subject to the provisions of Part 1.8 (commencing with Section 34161). Any actions taken by redevelopment agencies to create obligations after June 27, 2011, are ultra vires and do not create enforceable obligations.

(e) ~~The Legislature finds and declares that the provisions of this section are declaratory of existing law shall apply retroactively to any successor agency or redevelopment agency actions occurring after June 28, 2011.~~

SEC. 7. Section 34177.5 of the Health and Safety Code is amended to read:

34177.5. (a) In addition to the powers granted to each successor agency, and notwithstanding anything in the act adding this part, including, but not limited to, Sections 34162 and 34189, a successor agency shall have the authority, rights, and powers of the redevelopment agency to which it succeeded solely for the following purposes:

(1) For the purpose of issuing bonds or incurring other indebtedness to refund the bonds or other indebtedness of its former redevelopment agency or of the successor agency to provide savings to the successor agency, provided that (A) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the



remaining principal of the bonds or other indebtedness to be refunded, and (B) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance. If the foregoing conditions are satisfied, the initial principal amount of the refunding bonds or other indebtedness may be greater than the outstanding principal amount of the bonds or other indebtedness to be refunded. The successor agency may pledge to the refunding bonds or other indebtedness the revenues pledged to the bonds or other indebtedness being refunded, and that pledge, when made in connection with the issuance of such refunding bonds or other indebtedness, shall have the same lien priority as the pledge of the bonds or other obligations to be refunded, and shall be valid, binding, and enforceable in accordance with its terms.

(2) For the purpose of issuing bonds or other indebtedness to finance debt service spikes, including balloon maturities, provided that (A) the existing indebtedness is not accelerated, except to the extent necessary to achieve substantially level debt service, and (B) the principal amount of the bonds or other indebtedness shall not exceed the amount required to finance the debt service spikes, including establishing customary debt service reserves and paying related costs of issuance.

(3) For the purpose of amending an existing enforceable obligation under which the successor agency is obligated to reimburse a political subdivision of the state for the payment of debt service on a bond or other obligation of the political subdivision, or to pay all or a portion of the debt service on the bond or other obligation of the political subdivision to provide savings to the successor agency, provided that (A) the



enforceable obligation is amended in connection with a refunding of the bonds or other obligations of the political subdivision so that the enforceable obligation will apply to the refunding bonds or other refunding indebtedness of the political subdivision, (B) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal of the bonds or other indebtedness to be refunded, and (C) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves and to pay related costs of issuance. The pledge set forth in that amended enforceable obligation, when made in connection with the execution of the amendment of the enforceable obligation, shall have the same lien priority as the pledge in the enforceable obligation prior to its amendment and shall be valid, binding, and enforceable in accordance with its terms.

(4) For the purpose of issuing bonds or incurring other indebtedness to make payments under enforceable obligations when the enforceable obligations include the irrevocable pledge of property tax increment, formerly tax increment revenues prior to the effective date of this part, or other funds and the obligation to issue bonds secured by that pledge. The successor agency may pledge to the bonds or other indebtedness the property tax revenues and other funds described in the enforceable obligation, and that pledge, when made in connection with the issuance of the bonds or the incurring of other indebtedness, shall be valid, binding, and enforceable in accordance with its terms. This paragraph shall not be deemed to authorize a successor agency to increase



the amount of property tax revenues pledged under an enforceable obligation or to pledge any property tax revenue not already pledged pursuant to an enforceable obligation. This paragraph does not constitute a change in, but is declaratory of, the existing law.

(b) The refunding bonds authorized under this section may be issued under the authority of Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, and the refunding bonds may be sold at public or private sale, or to a joint powers authority pursuant to the Marks-Roos Local Bond Pooling Act (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code).

(c) (1) Prior to incurring any bonds or other indebtedness pursuant to this section, the successor agency may subordinate to the bonds or other indebtedness the amount required to be paid to an affected taxing entity pursuant to paragraph (1) of subdivision (a) of Section 34183, provided that the affected taxing entity has approved the subordinations pursuant to this subdivision.

(2) At the time the successor agency requests an affected taxing entity to subordinate the amount to be paid to it, the successor agency shall provide the affected taxing entity with substantial evidence that sufficient funds will be available to pay both the debt service on the bonds or other indebtedness and the payments required by paragraph (1) of subdivision (a) of Section 34183, when due.

(3) Within 45 days after receipt of the agency's request, the affected taxing entity shall approve or disapprove the request for subordination. An affected taxing entity may disapprove a request for subordination only if it finds, based upon substantial



evidence, that the successor agency will not be able to pay the debt service payments and the amount required to be paid to the affected taxing entity. If the affected taxing entity does not act within 45 days after receipt of the agency's request, the request to subordinate shall be deemed approved and shall be final and conclusive.

(d) An action may be brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure to determine the validity of bonds or other obligations authorized by this section, the pledge of revenues to those bonds or other obligations authorized by this section, the legality and validity of all proceedings theretofore taken and, as provided in the resolution of the legislative body of the successor agency authorizing the bonds or other obligations authorized by this section, proposed to be taken for the authorization, execution, issuance, sale, and delivery of the bonds or other obligations authorized by this section, and for the payment of debt service on the bonds or the payment of amounts under other obligations authorized by this section. Subdivision (c) of Section 33501 shall not apply to any such action. The Department of Finance shall be notified of the filing of any action as an affected party.

(e) Notwithstanding any other law, including, but not limited to, Section 33501, an action to challenge the issuance of bonds, the incurrence of indebtedness, the amendment of an enforceable obligation, or the execution of a financing agreement by a successor agency shall be brought within 30 days after the date on which the oversight board approves the resolution of the successor agency approving the issuance of bonds, the incurrence of indebtedness, the amendment of an enforceable obligation, or the execution of a financing agreement authorized under this section.



(f) The actions authorized in this section shall be subject to the approval of the oversight board, as provided in Section 34180. Additionally, an oversight board may direct the successor agency to commence any of the transactions described in subdivision (a) so long as the successor agency is able to recover its related costs in connection with the transaction. After a successor agency, with approval of the oversight board, issues any bonds, incurs any indebtedness, or executes an amended enforceable obligation pursuant to subdivision (a), the oversight board shall not unilaterally approve any amendments to or early termination of the bonds, indebtedness, or enforceable obligation. If, under the authority granted to it by subdivision (h) of Section 34179, the ~~Department of Finance~~ department either reviews and approves or fails to request review within five business days of an oversight board approval of an action authorized by this section, the scheduled payments on the bonds or other indebtedness shall be listed in the Recognized Obligation Payment Schedule and shall not be subject to further review and approval by the department or the Controller. The department may extend its review time to 60 days for actions authorized in this section and may seek the assistance of the Treasurer in evaluating proposed actions under this section.

(g) Any bonds, indebtedness, or amended enforceable obligation authorized by this section shall be considered indebtedness incurred by the dissolved redevelopment agency, with the same legal effect as if the bonds, indebtedness, financing agreement, or amended enforceable obligation had been issued, incurred, or entered into prior to June 29, 2011, in full conformity with the applicable provisions of the Community Redevelopment Law that existed prior to that date, shall be included in the successor agency's Recognized Obligation Payment Schedule, and shall be secured by a pledge



of, and lien on, and shall be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of Section 34172, as provided in paragraph (2) of subdivision (a) of Section 34183. Property tax revenues pledged to any bonds, indebtedness, or amended enforceable obligations authorized by this section are taxes allocated to the successor agency pursuant to subdivision (b) of Section 33670 and Section 16 of Article XVI of the California Constitution.

(h) The successor agency shall make diligent efforts to ensure that the lowest long-term cost financing is obtained. The financing shall not provide for any bullets or spikes and shall not use variable rates. The successor agency shall make use of an independent financial advisor in developing financing proposals and shall make the work products of the financial advisor available to the ~~Department of Finance~~ department at its request.

(i) If an enforceable obligation provides for an irrevocable commitment of ~~property tax~~ revenue and where allocation of such revenues is expected to occur over time, the successor agency may petition the ~~Department of Finance~~ department by electronic means and in a manner of the department's choosing to provide written confirmation that its determination of such enforceable obligation as approved in a Recognized Obligation Payment Schedule is final and conclusive, and reflects the department's approval of subsequent payments made pursuant to the enforceable obligation. The successor agency shall provide a copy of the petition to the county auditor-controller at the same time it is submitted to the department. The department shall have 100 days from the date of the request for a final and conclusive determination



to provide written confirmation of approval or denial of the request. For any pending final and conclusive determination requests submitted prior to June 30, 2015, the department shall have until September 30, 2015, to provide written confirmation of approval or denial of the request. If the confirmation of approval is granted, then the department's review of such payments in future Recognized Obligation Payment Schedules shall be limited to confirming that they are required by the prior enforceable obligation.

(j) The successor agency may request that the department provide a written determination to waive the two-year statute of limitations on an action to review the validity of the adoption or amendment of a redevelopment plan pursuant to subdivision (c) of Section 33500 or on any findings or determinations made by the agency pursuant to subdivision (d) of Section 33500. The department at its discretion may provide a waiver if it determines it is necessary for the agency to fulfill an enforceable obligation.

SEC. 8. Section 34178 of the Health and Safety Code is amended to read:

34178. (a) Commencing on the operative date of this part, agreements, contracts, or arrangements between the city or county, or city and county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; provided, however, that a successor entity wishing to enter or reenter into agreements with the city, county, or city and county that formed the redevelopment agency that it is succeeding may do so subject to the restrictions identified in subdivision (c), and upon obtaining the approval of its oversight board. ~~A successor agency or an oversight board shall not exercise the powers granted by this subdivision to restore funding for an enforceable obligation that was deleted or reduced~~



~~by the Department of Finance pursuant to subdivision (h) of Section 34179 unless it reflects the decisions made during the meet and confer process with the Department of Finance or pursuant to a court order.~~

(b) Notwithstanding subdivision (a), any of the following agreements are not invalid and may bind the successor agency:

(1) A duly authorized written agreement entered into at the time of issuance, but in no event later than December 31, 2010, of indebtedness obligations, and solely for the purpose of securing or repaying those indebtedness obligations.

(2) A written agreement between a redevelopment agency and the city, county, or city and county that created it that provided loans or other startup funds for the redevelopment agency that were entered into within two years of the formation of the redevelopment agency.

(3) A joint exercise of powers agreement entered into no later than December 31, 2010, in which the redevelopment agency is a member of the joint powers authority. However, upon assignment to the successor agency by operation of the act adding this part, the successor agency's rights, duties, and performance obligations under that joint exercise of powers agreement shall be limited by the constraints imposed on successor agencies by the act adding this part.

(4) A duly authorized written agreement entered into at the time of issuance, but in no event later than June 27, 2011, of indebtedness obligations for the refunding or refinancing of indebtedness obligations that existed prior to January 1, 2011, and solely for the purpose of securing or repaying those indebtedness obligations.



(c) An oversight board shall not approve any agreements between the successor agency and the city, county, or city and county that formed the redevelopment agency that it is succeeding, except for agreements for the limited purposes set forth in subdivision (b) of Section 34177.3. A successor agency shall not enter or reenter into any agreements with the city, county, or city and county that formed the redevelopment agency that it is succeeding, except for agreements for the limited purposes set forth in subdivision (b) of Section 34177.3. A successor agency or an oversight board shall not exercise the powers granted by subdivision (a) to restore funding for any item that was denied or reduced by the department. This subdivision shall apply retroactively to all agreements entered or reentered pursuant to this section on and after June 28, 2011. Any agreement entered or reentered pursuant to this section on and after June 28, 2011, that does not comply with this subdivision is ultra vires and void, and does not create an enforceable obligation. The Legislature finds and declares that this subdivision is necessary to promote the expeditious wind down of redevelopment agency affairs.

SEC. 9. Section 34179 of the Health and Safety Code is amended to read:

34179. (a) Each successor agency shall have an oversight board composed of seven members. The members shall elect one of their members as the chairperson and shall report the name of the chairperson and other members to the Department of Finance on or before May 1, 2012. Members shall be selected as follows:

- (1) One member appointed by the county board of supervisors.
- (2) One member appointed by the mayor for the city that formed the redevelopment agency.



(3) (A) One member appointed by the largest special district, by property tax share, with territory in the territorial jurisdiction of the former redevelopment agency, which is of the type of special district that is eligible to receive property tax revenues pursuant to Section 34188.

(B) On or after the effective date of this subparagraph, the county auditor-controller may determine which is the largest special district for purposes of this section.

(4) One member appointed by the county superintendent of education to represent schools if the superintendent is elected. If the county superintendent of education is appointed, then the appointment made pursuant to this paragraph shall be made by the county board of education.

(5) One member appointed by the Chancellor of the California Community Colleges to represent community college districts in the county.

(6) One member of the public appointed by the county board of supervisors.

(7) One member representing the employees of the former redevelopment agency appointed by the mayor or chair of the board of supervisors, as the case may be, from the recognized employee organization representing the largest number of former redevelopment agency employees employed by the successor agency at that time. In the case where city or county employees performed administrative duties of the former redevelopment agency, the appointment shall be made from the recognized employee organization representing those employees. If a recognized employee organization does not exist for either the employees of the former redevelopment agency or the city or county employees performing administrative duties of the former redevelopment



agency, the appointment shall be made from among the employees of the successor agency. In voting to approve a contract as an enforceable obligation, a member appointed pursuant to this paragraph shall not be deemed to be interested in the contract by virtue of being an employee of the successor agency or community for purposes of Section 1090 of the Government Code.

(8) If the county or a joint powers agency formed the redevelopment agency, then the largest city by acreage in the territorial jurisdiction of the former redevelopment agency may select one member. If there are no cities with territory in a project area of the redevelopment agency, the county superintendent of education may appoint an additional member to represent the public.

(9) If there are no special districts of the type that are eligible to receive property tax pursuant to Section 34188, within the territorial jurisdiction of the former redevelopment agency, then the county may appoint one member to represent the public.

(10) If a redevelopment agency was formed by an entity that is both a charter city and a county, the oversight board shall be composed of seven members selected as follows: three members appointed by the mayor of the city, if that appointment is subject to confirmation by the county board of supervisors, one member appointed by the largest special district, by property tax share, with territory in the territorial jurisdiction of the former redevelopment agency, which is the type of special district that is eligible to receive property tax revenues pursuant to Section 34188, one member appointed by the county superintendent of education to represent schools, one member appointed by the Chancellor of the California Community Colleges to represent



community college districts, and one member representing employees of the former redevelopment agency appointed by the mayor of the city if that appointment is subject to confirmation by the county board of supervisors, to represent the largest number of former redevelopment agency employees employed by the successor agency at that time.

(b) The Governor may appoint individuals to fill any oversight board member position described in subdivision (a) that has not been filled by May 15, 2012, or any member position that remains vacant for more than 60 days.

(c) The oversight board may direct the staff of the successor agency to perform work in furtherance of the oversight board's and the successor agency's duties and responsibilities under this part. The successor agency shall pay for all of the costs of meetings of the oversight board and may include such costs in its administrative budget. Oversight board members shall serve without compensation or reimbursement for expenses.

(d) Oversight board members are protected by the immunities applicable to public entities and public employees governed by Part 1 (commencing with Section 810) and Part 2 (commencing with Section 814) of Division 3.6 of Title 1 of the Government Code.

(e) A majority of the total membership of the oversight board shall constitute a quorum for the transaction of business. A majority vote of the total membership of the oversight board is required for the oversight board to take action. The oversight board shall be deemed to be a local entity for purposes of the Ralph M. Brown Act, the



California Public Records Act, and the Political Reform Act of 1974. All actions taken by the oversight board shall be adopted by resolution.

(f) All notices required by law for proposed oversight board actions shall also be posted on the successor agency's Internet Web site or the oversight board's Internet Web site.

(g) Each member of an oversight board shall serve at the pleasure of the entity that appointed such member.

(h) ~~The Department of Finance~~ (1) The department may review an oversight board action taken pursuant to this part. Written notice and information about all actions taken by an oversight board shall be provided to the department as an approved resolution by electronic means and in a manner of the department's choosing. An action shall become effective five business days after notice in the manner specified by the department is provided unless the department requests a review. Each Without abrogating the department's authority to review all matters related to the Recognized Obligation Payment Schedule pursuant to Section 34177, oversight boards are not required to submit the following oversight board actions for department approval:

(A) Meeting minutes and agendas.

(B) Administrative budgets.

(C) Changes in oversight board members, or the selection of an oversight board chair or vice chair.

(D) Transfers of governmental property pursuant to an approved Long Range Property Management Plan.



(E) Transfers of property to be retained by the sponsoring entity for future development pursuant to an approved long-range property management plan.

(2) An oversight board action submitted in a manner specified by the department shall become effective five business days after submission, unless the department requests a review of the action. Each oversight board shall designate an official to whom the department may make those requests and who shall provide the department with the telephone number and e-mail contact information for the purpose of communicating with the department pursuant to this subdivision. Except as otherwise provided in this part, in the event that the department requests a review of a given oversight board action, it shall have 40 days from the date of its request to approve the oversight board action or return it to the oversight board for reconsideration and the oversight board action shall not be effective until approved by the department. In the event that the department returns the oversight board action to the oversight board for reconsideration, the oversight board shall resubmit the modified action for department approval and the modified oversight board action shall not become effective until approved by the department. If the department reviews a Recognized Obligation Payment Schedule, the department may eliminate or modify any item on that schedule prior to its approval. The county auditor-controller shall reflect the actions of the department in determining the amount of property tax revenues to allocate to the successor agency. The department shall provide notice to the successor agency and the county auditor-controller as to the reasons for its actions. To the extent that an oversight board continues to dispute a determination with the department, one or more future recognized obligation schedules may reflect any resolution of that dispute. The



department may also agree to an amendment to a Recognized Obligation Payment Schedule to reflect a resolution of a disputed item; however, this shall not affect a past allocation of property tax or create a liability for any affected taxing entity.

(i) Oversight boards shall have fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188. Further, the provisions of Division 4 (commencing with Section 1000) of the Government Code shall apply to oversight boards. Notwithstanding Section 1099 of the Government Code, or any other law, any individual may simultaneously be appointed to up to five oversight boards and may hold an office in a city, county, city and county, special district, school district, or community college district.

(j) Commencing on and after July 1, 2016, in each county where more than one oversight board was created by operation of the act adding this part, there shall be only one oversight board, which shall be staffed by the county auditor-controller. The county auditor-controller may recover all associated costs, including those of other county departments providing related services on behalf of the auditor-controller, directly from the Redevelopment Property Tax Trust Fund pursuant to Section 34183. However, if only one successor agency exists within the county, the county auditor-controller may designate the successor agency to staff the oversight board. The oversight board is appointed as follows:

(1) One member may be appointed by the county board of supervisors.



(2) One member may be appointed by the city selection committee established pursuant to Section 50270 of the Government Code. In a city and county, the mayor may appoint one member.

(3) One member may be appointed by the independent special district selection committee established pursuant to Section 56332 of the Government Code, for the types of special districts that are eligible to receive property tax revenues pursuant to Section 34188.

(4) One member may be appointed by the county superintendent of education to represent schools if the superintendent is elected. If the county superintendent of education is appointed, then the appointment made pursuant to this paragraph shall be made by the county board of education.

(5) One member may be appointed by the Chancellor of the California Community Colleges to represent community college districts in the county.

(6) One member of the public may be appointed by the county board of supervisors.

(7) One member may be appointed by the recognized employee organization representing the largest number of successor agency employees in the county.

(k) The Governor may appoint individuals to fill any oversight board member position described in subdivision (j) that has not been filled by July 15, 2016, or any member position that remains vacant for more than 60 days.

(l) Commencing on and after July 1, 2016, in each county where only one oversight board was created by operation of the act adding this part, then there will be



no change to the composition of that oversight board as a result of the operation of subdivision (b).

(m) Any oversight board for a given successor agency, with the exception of county oversight boards, shall cease to exist when all of the indebtedness of the dissolved redevelopment agency has been repaid; the successor agency has been formally dissolved pursuant to Section 34187. A county oversight board shall cease to exist when all successor agencies subject to its oversight have been formally dissolved pursuant to Section 34187.

(n) An oversight board may direct a successor agency to provide additional legal or financial advice than what was given by agency staff.

(o) An oversight board is authorized to contract with the county or other public or private agencies for administrative support.

(p) On matters within the purview of the oversight board, decisions made by the oversight board supersede those made by the successor agency or the staff of the successor agency.

SEC. 10. Section 34180 of the Health and Safety Code is amended to read:

34180. All of the following successor agency actions shall first be approved by the oversight board:

(a) The establishment of new repayment terms for outstanding loans where the terms have not been specified prior to the date of this part. An oversight board shall not have the authority to reestablish loan agreements between the successor agency and the city, county, or city and county that formed the redevelopment agency except as provided in Chapter 9 (commencing with Section 34191.1).



(b) The issuance of bonds or other indebtedness or the pledge or agreement for the pledge of property tax revenues (formerly tax increment prior to the effective date of this part) pursuant to subdivision (a) of Section 34177.5.

(c) Setting aside of amounts in reserves as required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds.

(d) Merging of project areas.

(e) Continuing the acceptance of federal or state grants, or other forms of financial assistance from either public or private sources, if that assistance is conditioned upon the provision of matching funds, by the successor entity as successor to the former redevelopment agency, in an amount greater than 5 percent.

(f) (1) If a city, county, or city and county wishes to retain any properties or other assets for future redevelopment activities, funded from its own funds and under its own auspices, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained.

(2) If no other agreement is reached on valuation of the retained assets, the value will be the fair market value as of the 2011 property tax lien date as determined by an independent appraiser approved by the oversight board.

(g) Establishment of the Recognized Obligation Payment Schedule.

(h) A request by the successor agency to enter or reenter into an agreement with the city, county, or city and county that formed the redevelopment agency that it is ~~succeeding~~ succeeding pursuant to Section 34178. An oversight board shall not have



the authority to reestablish loan agreements between the successor agency and the city, county, or city and county that formed the redevelopment agency except as provided in Chapter 9 (commencing with Section 34191.1). Any actions to establish or reestablish any other agreements that are ~~in furtherance of enforceable obligations~~, authorized under this part, with the city, county, or city and county that formed the redevelopment agency are invalid until they are included in an approved and valid Recognized Obligation Payment Schedule.

(i) A request by a successor agency or taxing entity to pledge, or to enter into an agreement for the pledge of, property tax revenues pursuant to subdivision (b) of Section 34178.

(j) Any document submitted by a successor agency to an oversight board for approval by any provision of this part shall also be submitted to the county administrative officer, the county auditor-controller, and the Department of Finance at the same time that the successor agency submits the document to the oversight board.

SEC. 11. Section 34181 of the Health and Safety Code is amended to read:

34181. The oversight board shall direct the successor agency to do all of the following:

(a) (1) Dispose of all assets and properties of the former redevelopment agency; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, public parking lots, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of



such an asset. Any compensation to be provided to the successor agency for the transfer of the asset shall be governed by the agreements relating to the construction or use of that asset. Disposal shall be done expeditiously and in a manner aimed at maximizing value. Asset disposition may be accomplished by a distribution of income to taxing entities proportionate to their property tax share from one or more properties that may be transferred to a public or private agency for management pursuant to the direction of the oversight board.

(2) "Public parking lots" do not include properties that generate revenues in excess of reasonable maintenance costs of the properties.

(b) Cease performance in connection with and terminate all existing agreements that do not qualify as enforceable obligations.

(c) Transfer housing assets pursuant to Section 34176.

(d) Terminate any agreement, between the dissolved redevelopment agency and any public entity located in the same county, obligating the redevelopment agency to provide funding for any debt service obligations of the public entity or for the construction, or operation of facilities owned or operated by such public entity, in any instance where the oversight board has found that early termination would be in the best interests of the taxing entities.

(e) Determine whether any contracts, agreements, or other arrangements between the dissolved redevelopment agency and any private parties should be terminated or renegotiated to reduce liabilities and increase net revenues to the taxing entities, and present proposed termination or amendment agreements to the oversight board for its approval. The board may approve any amendments to or early termination of those



agreements if it finds that amendments or early termination would be in the best interests of the taxing entities.

(f) All actions taken pursuant to subdivisions (a) and (c) shall be approved by resolution of the oversight board at a public meeting after at least 10 days' notice to the public of the specific proposed actions. The actions shall be subject to review by the ~~Department of Finance~~ department pursuant to Section 34179 except that the department may extend its review period by up to 60 days. If the department does not object to an action subject to this section, and if no action challenging an action is commenced within 60 days of the approval of the action by the oversight board, the action of the oversight board shall be considered final and can be relied upon as conclusive by any person. If an action is brought to challenge an action involving title to or an interest in real property, a notice of pendency of action shall be recorded by the claimant as provided in Title 4.5 (commencing with Section 405) of Part 2 of the Code of Civil Procedure within a 60-day period.

SEC. 12. Section 34186 of the Health and Safety Code is amended to read:

34186. (a) Differences between actual payments and past estimated obligations on recognized obligation payment schedules shall be reported in subsequent recognized obligation payment schedules and shall adjust the amount to be transferred to the Redevelopment Obligation Retirement Fund pursuant to this part. These estimates and ~~accounts~~ accounts, as well as ~~cash balances~~, shall be subject to ~~audit review by the county auditor-controllers and the Controller.~~ auditor-controller. The county-auditor controller's review shall be subject to the department's review and approval.



(b) Differences between actual passthrough obligations and property tax amounts and the amounts used by the county auditor-controller in determining the amounts to be allocated under Sections 34183 and 34188 for a prior ~~six-month~~ annual period shall be applied as adjustments to the property tax and passthrough amounts in subsequent periods as they become known. County auditor-controllers shall not delay payments under this part to successor agencies or taxing entities based on pending transactions, disputes, or for any other reason, other than a court order, and shall use the Recognized Obligation Payment Schedule approved by the ~~Department of Finance~~ department and the most current data for passthroughs and property tax available prior to the statutory distribution dates to make the allocations required on the dates required.

(c) Commencing on October 1, 2018, the differences between actual payments and past estimated obligations on a Recognized Obligation Payment Schedule shall be submitted by the successor agency to the county auditor-controller for review. The county auditor-controller shall provide to the department in a manner of the department's choosing a review of the differences between actual payments and past estimated obligations no later than February 1, 2019, and each February 1 thereafter.

SEC. 13. Section 34187 of the Health and Safety Code is amended to read:

34187. (a) (1) Commencing May 1, 2012, whenever a recognized obligation that had been identified in the Recognized Payment Obligation Schedule is paid off or retired, either through early payment or payment at maturity, the county auditor-controller shall distribute to the taxing entities, in accordance with the provisions of the Revenue and Taxation Code, all property tax revenues that were associated with the payment of the recognized obligation.



(2) Notwithstanding paragraph (1), the ~~Department of Finance~~ department may authorize a successor agency to retain property tax that otherwise would be distributed to affected taxing entities pursuant to this subdivision, to the extent the department determines the successor agency requires those funds for the payment of enforceable obligations. Upon making a determination, the department shall provide the county auditor-controller with information detailing the amounts that it has authorized the successor agency to retain. Upon determining the successor agency no longer requires additional funds pursuant to this subdivision, the department shall notify the successor agency and the county auditor-controller. The county auditor-controller shall then distribute the funds in question to the affected taxing entities in accordance with the provisions of the Revenue and Taxation Code.

(b) When all of the ~~debt of a redevelopment agency has~~ enforceable obligations that had been identified in the Recognized Obligation Payment Schedule have been retired or paid off, all real property has been disposed of pursuant to Sections 34181 and 34191.4, and all outstanding litigation has been resolved, the successor agency shall ~~dispose of all remaining assets and terminate its existence within one year of the final debt payment. When the successor agency is terminated, all passthrough payment obligations shall cease and no property tax shall be allocated to the Redevelopment Property Tax Trust Fund for that agency.~~ shall, within 30 days of meeting the aforementioned criteria, submit to the oversight board a request to formally dissolve the successor agency. The oversight board shall approve the request within 30 days, and shall submit the request to the department.



(c) If a redevelopment agency was not allocated property tax revenue pursuant to either subdivision (b) of Section 16 of Article XVI of the California Constitution or Section 33670 prior to February 1, 2012, the successor agency shall, no later than September 1, 2015, submit to the oversight board a request to formally dissolve the successor agency. The oversight board shall approve this request within 30 days, and shall submit the request to the department.

(d) The department shall have 30 days to approve or deny a request submitted pursuant to subdivisions (b) or (c).

(e) When the department has approved a request to formally dissolve a successor agency, the successor agency shall take both of the following steps within 100 days of the department's notification:

(1) Dispose of all remaining assets as directed by the oversight board. Any proceeds from the disposition of assets shall be transferred to the county auditor-controller for distribution to the affected taxing entities pursuant to Section 34183.

(2) Notify the oversight board that it has complied with paragraph (1).

(f) Upon receipt of the notification required in paragraph (2) of subdivision (e), the oversight board shall verify all obligations have been retired or paid off, all outstanding litigation has been resolved, and all remaining assets have been disposed of with any proceeds remitted to the county auditor-controller for distribution to the affected taxing entities. Within 10 days of verification, the oversight board shall adopt a final resolution of dissolution for the successor agency, which shall be effective immediately. This resolution shall be submitted to the sponsoring entity, the county



auditor-controller, the State Controller's Office, and the department by electronic means and in a manner of each entity's choosing.

(g) Subdivisions (b) to (f), inclusive, does not apply to those entities specifically recognized as already dissolved by the department by August 1, 2015.

(h) When all enforceable obligations that had been approved in the Recognized Obligation Payment Schedule have been retired or paid off as specified in subdivision (b), all passthrough payment obligations required pursuant to Sections 33401, 33492.140, 33607, 33607.5, 33607.7, and 33676, or any passthrough agreement between a redevelopment agency and a taxing entity that was entered into prior to January 1, 1994, shall cease, and no property tax shall be allocated to the Redevelopment Property Tax Trust Fund for that agency.

SEC. 14. Section 34189 of the Health and Safety Code is amended to read:

34189. (a) Commencing on the effective date of this part, all provisions of the Community Redevelopment Law that depend on the allocation of tax increment to redevelopment agencies, including, but not limited to, Sections 33445, 33640, 33641, and 33645, and subdivision (b) of Section 33670, shall be inoperative, except as those sections apply to a redevelopment agency operating pursuant to Part 1.9 (commencing with Section 34192); inoperative. Solely for the purposes of the payment of enforceable obligations defined by subparagraph (A) of paragraph (1) of subdivision (d) of Section 34171, and for no other purpose whatsoever, a successor agency is not subject to the limitations relating to time, number of tax dollars, or any other matters set forth in Sections 33333.2, 33333.4, 33333.6, and 33334.1. This subdivision shall not result in the restoration or continuation of funding for projects whose contractual terms specified



that project funding would cease once the limitations specified in any of Section 33333.2, 33333.4, 33333.6, or 33334 were realized.

(b) To the extent that a provision of Part 1 (commencing with Section 33000), Part 1.5 (commencing with Section 34000), Part 1.6 (commencing with Section 34050), and Part 1.7 (commencing with Section 34100) conflicts with this part, the provisions of this part shall control. Further, if a provision of Part 1 (commencing with Section 33000), Part 1.5 (commencing with Section 34000), Part 1.6 (commencing with Section 34050), or Part 1.7 (commencing with Section 34100) provides an authority that the act adding this part is restricting or eliminating, the restriction and elimination provisions of the act adding this part shall control.

(c) It is intended that the provisions of this part shall be read in a manner as to avoid duplication of payments.

SEC. 15. Section 34191.3 of the Health and Safety Code is amended to read:

34191.3. (a) Notwithstanding Section 34191.1, the requirements specified in subdivision (e) of Section 34177 and subdivision (a) of Section 34181 shall be suspended, except as those provisions apply to the transfers for governmental use, until the Department of Finance has approved a long-range property management plan pursuant to subdivision (b) of Section 34191.5, at which point the plan shall govern, and supersede all other provisions relating to, the disposition and use of the real property assets of the former redevelopment agency. If the department has not approved a plan by January 1, 2016, subdivision (e) of Section 34177 and subdivision (a) of Section 34181 shall be operative with respect to that successor agency.



(b) If the department has approved a successor agency's long-range property management plan prior to January 1, 2016, the successor agency may amend its long-range property management plan once, solely to allow for retention of real properties that constitute "public parking lots," for governmental use pursuant to Section 34181. An amendment to a successor agency's long-range property management plan under this subdivision shall be submitted to its oversight board for review and approval pursuant to Section 34179, and any such amendment shall be submitted to the department prior to July 1, 2016.

SEC. 16. Section 34191.4 of the Health and Safety Code is amended to read:

34191.4. The following provisions shall apply to any successor agency that has been issued a finding of completion by the ~~Department of Finance~~: department:

(a) All real property and interests in real property identified in subparagraph (C) of paragraph (5) of subdivision (c) of Section 34179.5 shall be transferred to the Community Redevelopment Property Trust Fund of the successor agency upon approval by the Department of Finance of the long-range property management plan submitted by the successor agency pursuant to subdivision (b) of Section 34191.5 unless that property is subject to the requirements of any existing enforceable obligation.

(b) (1) Notwithstanding subdivision (d) of Section 34171, upon application by the successor agency and approval by the oversight board, loan agreements entered into between the redevelopment agency and the city, county, or city and county that created the redevelopment agency shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes.



(2) For purpose of this section, "loan agreements" shall mean loans for money entered into between the former redevelopment agency and the city, county, or city and county that created the former redevelopment agency under which the city, county, or city and county that created the former redevelopment agency transferred money to the former redevelopment agency for use by the former redevelopment agency for a lawful purpose, and where the former redevelopment agency was obligated to repay the money it received pursuant to a required repayment schedule. "Loan agreements" do not include agreements under which the former redevelopment agency was required to pay or reimburse the city, county, or city and county that created the former redevelopment agency for the cost of services provided by, or obligations incurred under contracts entered into with, third parties by the city, county, or city and county that created the former redevelopment agency.

(2)

(3) If the oversight board finds that the loan is an enforceable obligation, the accumulated any previously unpaid interest on the remaining principal amount of the loan shall be recalculated from origination at the quarterly at an interest rate earned by funds deposited into the Local Agency Investment Fund: not to exceed one percent. The recalculated loan shall be repaid to the city, county, or city and county in accordance with a defined schedule over a reasonable term of years at an a prospective interest rate not to exceed the interest rate earned by funds deposited into the Local Agency Investment Fund: one percent. Moneys repaid shall be applied first to the principal, and second to the interest. The annual loan repayments provided for in the recognized obligation payment schedules shall be subject to all of the following limitations:



(A) Loan repayments shall not be made prior to the 2013–14 fiscal year. Beginning in the 2013–14 fiscal year, the maximum repayment amount authorized each fiscal year for repayments made pursuant to this subdivision and paragraph (7) of subdivision (e) of Section 34176 combined shall be equal to one-half of the increase between the amount distributed to the taxing entities pursuant to paragraph (4) of subdivision (a) of Section 34183 in that fiscal year and the amount distributed to taxing entities pursuant to that paragraph in the 2012–13 base year, provided, however, that calculation of the amount distributed to taxing entities during the 2012–13 base year shall not include any amounts distributed to taxing entities pursuant to the due diligence review process established in Sections 34179.5 to 34179.8, inclusive. Loan or deferral repayments made pursuant to this subdivision shall be second in priority to amounts to be repaid pursuant to paragraph (7) of subdivision (e) of Section 34176.

(B) Repayments received by the city, county, or city and county that formed the redevelopment agency shall first be used to retire any outstanding amounts borrowed and owed to the Low and Moderate Income Housing Fund of the former redevelopment agency for purposes of the Supplemental Educational Revenue Augmentation Fund and shall be distributed to the Low and Moderate Income Housing Asset Fund established by subdivision (d) of Section 34176. Distributions to the Low and Moderate Income Housing Asset Fund are subject to the reporting requirements of subdivision (f) of Section 34176.1.

(C) Twenty percent of any loan repayment shall be deducted from the loan repayment amount and shall be transferred to the Low and Moderate Income Housing Asset Fund, after all outstanding loans from the Low and Moderate Income Housing



Fund for purposes of the Supplemental Educational Revenue Augmentation Fund have been paid. Transfers to the Low and Moderate Income Housing Asset Fund are subject to the reporting requirements of subdivision (f) of Section 34176.1.

(c) (1) Bond proceeds derived from bonds issued on or before December 31, 2010, shall be used for the purposes for which the bonds were sold.

(2) (A) Notwithstanding Section 34177.3 or any other conflicting provision of law, bond proceeds in excess of the amounts needed to satisfy approved enforceable obligations shall thereafter be expended in a manner consistent with the original bond covenants. Enforceable obligations may be satisfied by the creation of reserves for projects that are the subject of the enforceable obligation and that are consistent with the contractual obligations for those projects, or by expending funds to complete the projects. An expenditure made pursuant to this paragraph shall constitute the creation of excess bond proceeds obligations to be paid from the excess proceeds. Excess bond proceeds obligations shall be listed separately on the Recognized Obligation Payment Schedule submitted by the successor agency.

(B) If remaining bond proceeds cannot be spent in a manner consistent with the bond covenants pursuant to subparagraph (A), the proceeds shall be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation.

(d) This section shall apply retroactively to actions occurring on or after June 28, 2011.

SEC. 17. Section 34191.5 of the Health and Safety Code is amended to read:



34191.5. (a) There is hereby established a Community Redevelopment Property Trust Fund, administered by the successor agency, to serve as the repository of the former redevelopment agency's real properties identified in subparagraph (C) of paragraph (5) of subdivision (c) of Section 34179.5.

(b) The successor agency shall prepare a long-range property management plan that addresses the disposition and use of the real properties of the former redevelopment agency. If the former redevelopment agency did not have real properties, the successor agency shall prepare a long-range property management plan certifying that the successor agency does not have real properties of the former redevelopment agency for disposition or use. The ~~report~~ plan shall be submitted to the oversight board and the Department of Finance for approval no later than six months following the issuance to the successor agency of the finding of completion.

(c) The long-range property management plan shall do all of the following:

(1) Include an inventory of all properties in the trust. The inventory shall consist of all of the following information:

(A) The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.

(B) The purpose for which the property was acquired.

(C) Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

(D) An estimate of the current value of the parcel including, if available, any appraisal information.



(E) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

(F) The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

(G) A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

(H) A brief history of previous development proposals and activity, including the rental or lease of property.

(2) Address the use or disposition of all of the properties in the trust. Permissible uses include the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

(A) (i) If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.



(ii) For purposes of this subparagraph, the term “identified in an approved redevelopment plan” includes properties listed in a community plan or a five-year implementation plan.

(B) If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subparagraph (A), the proceeds from the sale shall be distributed as property tax to the taxing entities.

(C) Property shall not be transferred to a successor agency, city, county, or city and county, unless the long-range property management plan has been approved by the oversight board and the Department of Finance.

SEC. 18. Section 34191.6 is added to the Health and Safety Code, to read:

34191.6. (a) Beginning August 1, 2015, successor agencies may submit a Last and Final Recognized Obligation Payment Schedule for approval by the oversight board and the department if all of the following conditions are met:

(1) The remaining debt of a successor agency is limited to administrative costs and payments pursuant to enforceable obligations with defined payment schedules including, but not limited to, debt service, loan agreements, and contracts.

(2) All remaining obligations have been previously listed on a Recognized Obligation Payment Schedule and approved for payment by the department pursuant to subdivision (m) or (o) of Section 34177.

(3) The successor agency is not a party to outstanding or unresolved litigation.

(b) A successor agency that meets the conditions in subdivision (a) may submit a Last and Final Recognized Obligation Payment Schedule to its oversight board for



approval at any time. The successor agency may then submit the oversight board-approved Last and Final Recognized Obligation Payment Schedule to the department and only in a manner provided by the department. The Last and Final Recognized Obligation Payment Schedule shall not be effective until reviewed and approved by the department as provided for in subdivision (c). The successor agency shall also submit a copy of the oversight board-approved Last and Final Recognized Obligation Payment Schedule to the county administrative officer, the county auditor-controller, and post it to the successor agency's Internet Web site at the same time that the successor agency submits the Last and Final Recognized Obligation Payment Schedule to the department.

(1) The Last and Final Recognized Obligation Payment Schedule shall list the remaining enforceable obligations of the successor agency in the following order:

(A) Enforceable obligations to be funded from the Redevelopment Property Tax Trust Fund.

(B) Enforceable obligations to be funded from bond proceeds or enforceable obligations required to be funded from other legally or contractually dedicated or restricted funding sources.

(C) Loans or deferrals authorized for repayment pursuant to subparagraph (G) of paragraph (1) of subdivision (d) of Section 34171 or Section 34191.4.

(2) The Last and Final Recognized Obligation Payment Schedule shall include the total outstanding obligation and a schedule of remaining payments for each enforceable obligation listed pursuant to subparagraphs (A) and (B) of paragraph (1),



and the total outstanding obligation and interest rate, not to exceed 2 percent, for loans or deferrals listed pursuant to subparagraph (C) of paragraph (1).

(c) The department shall have 100 days to review the Last and Final Recognized Obligation Payment Schedule submitted pursuant to subdivision (b). The department may make any amendments or changes to the Last and Final Recognized Obligation Payment Schedule, provided the amendments or changes are agreed to by the successor agency in writing. If the successor agency and the department cannot come to an agreement on the proposed amendments or changes, the department shall issue a letter denying the Last and Final Recognized Obligation Payment Schedule. All Last and Final Recognized Obligation Payment Schedules approved by the Department shall become effective on the first day of the subsequent Redevelopment Property Tax Trust Fund distribution period.

(1) Upon approval by the department, the Last and Final Recognized Obligation Payment Schedule shall establish the maximum amount of Redevelopment Property Tax Trust Funds to be distributed to the successor agency for each remaining fiscal year until all obligations have been fully paid.

(2) Successor agencies may submit no more than two requests to the department to amend the approved Last and Final Recognized Obligation Payment Schedule. Requests shall first be approved by the oversight board and then submitted to the department for review. A request shall not be effective until reviewed and approved by the department. The request shall be provided to the department by electronic means and in a manner of the department's choosing. The department shall have 100 days from the date received to approve or deny the successor agency's request.



(3) Any revenues, interest, and earnings of the successor agency not authorized for use pursuant to the approved Last and Final Recognized Obligation Payment Schedule shall be remitted to the county auditor-controller for distribution to the affected taxing entities. Notwithstanding Sections 34191.3 and 34191.5, proceeds from the disposition of real property subsequent to the approval of the Last and Final Recognized Obligation Payment Schedule that are not necessary for the payment of an enforceable obligation shall be remitted to the county auditor-controller for distribution to the affected taxing entities.

(4) A successor agency shall not expend more than the amount approved for each enforceable obligation listed and approved on the Last and Final Recognized Obligation Payment Schedule.

(5) If a successor agency receives insufficient funds to pay for the enforceable obligations approved in the Last and Final Recognized Obligation Payment Schedule in any given period, the city, county, or city and county that created the redevelopment agency may loan or grant funds to a successor agency for that period at the successor agency's request for the sole purpose of paying for approved items on the Last and Final Recognized Obligation Payment Schedule that would otherwise go unpaid. Additionally, at the request of the department, the county treasurer may loan any funds from the county treasury to the Redevelopment Property Tax Trust Fund of the successor agency for the purpose of paying an item approved on the Last and Final Recognized Obligation Payment Schedule in order to ensure prompt payments of successor agency debts. A loan made under this section shall be repaid from the source of funds approved



for payment of the underlying enforceable obligation in the Last and Final Recognized Obligation Payment Schedule once sufficient funds become available from that source.

(6) Notwithstanding paragraph (6) of subdivision (e) of Section 34176 and subparagraph (A) of paragraph (2) of subdivision (b) of Section 34191.4, commencing on the date the Last and Final Recognized Obligation Payment Schedule becomes effective:

(A) Loan or deferrals authorized for repayment pursuant to subparagraph (G) of paragraph (1) of subdivision (d) of Section 34171 or Section 34191.4 and listed and approved on the Last and Final Recognized Obligation Payment Schedule, shall be recalculated to accrue annual simple interest not to exceed 2 percent.

(B) The maximum repayment amount of the total principal and interest on loans and deferrals authorized for repayment pursuant to subparagraph (G) of paragraph (1) of subdivision (d) of Section 34171 or Section 34191.4 and listed and approved in the Last and Final Recognized Obligation Payment Schedule shall be 15 percent of the moneys remaining in the Redevelopment Property Tax Trust Fund after the allocation of moneys in each six-month period pursuant to Section 34183 prior to the distributions under paragraph (4) of subdivision (a) of Section 34183.

(7) Commencing on the effective date of the approved Last and Final Recognized Obligation Payment Schedule, the successor agency shall not prepare or transmit Recognized Obligation Payment Schedules pursuant to Section 34177.

(8) Commencing on the effective date of the approved Last and Final Recognized Obligation Payment Schedule, oversight board resolutions shall not be submitted to the department pursuant to subdivision (h) of Section 34179. This paragraph shall not



apply to oversight board resolutions necessary for refunding bonds pursuant to Section 34177.5, long-range property management plans pursuant to Section 34191.5, amendments to the Last and Final Recognized Obligation Payment Schedule under paragraph (2) of subdivision (c), and the final oversight board resolutions pursuant to Section 34187.

(d) The county auditor-controller shall do the following:

(1) Review the Last and Final Recognized Obligation Payment Schedule and provide any objection to the inclusion of any items or amounts to the department.

(2) After the Last and Final Recognized Obligation Payment Schedule is approved by the department, the county auditor-controller shall continue to allocate moneys in the Redevelopment Property Tax Trust Fund pursuant to Section 34183; however, the allocation from the Redevelopment Property Tax Trust Funds in each fiscal period, after deducting auditor-controller administrative costs, shall be according to the following order of priority:

(A) Allocations pursuant to paragraph (1) of subdivision (a) of Section 34183.

(B) Debt service payments scheduled to be made for tax allocation bonds that are listed and approved in the Last and Final Recognized Obligation Payment Schedule.

(C) Payments scheduled to be made on revenue bonds that are listed and approved in the Last and Final Recognized Obligation Payment Schedule, but only to the extent the revenues pledged for them are insufficient to make the payments and only if the agency's tax increment revenues were also pledged for the repayment of bonds.

(D) Payments scheduled for debts and obligations listed and approved in the Last and Final Recognized Obligation Payment Schedule to be paid from the



Redevelopment Property Tax Trust Fund pursuant to subparagraph (A) of paragraph (1) of subdivision (b) and subdivision (c).

(E) Payments listed and approved pursuant to subparagraph (A) of paragraph (1) of subdivision (b) and subdivision (c) that were authorized but unfunded in prior periods.

(F) Repayment in the amount specified in paragraph (6) of subdivision (c) of loans and deferrals listed and approved on the Last and Final Recognized Obligation Payment Schedule pursuant to subparagraph (C) of paragraph (1) of subdivision (b) and subdivision (c).

(G) Any moneys remaining in the Redevelopment Property Tax Trust Fund after the payments and transfers authorized by subparagraphs (A) to (F), inclusive, shall be distributed to taxing entities in accordance with Section 34188.

(3) If the successor agency reports to the county auditor-controller that the total available amounts in the Redevelopment Property Tax Trust Fund will be insufficient to fund their current or future fiscal year obligations, and if the county auditor-controller concurs that there are insufficient funds to pay the required obligations, the county auditor-controller may distribute funds pursuant to subdivision (b) of Section 34183.

(4) The county auditor-controller shall no longer distribute property tax to the Redevelopment Property Tax Trust Fund once the aggregate amount of property tax allocated to the successor agency equals the total outstanding obligation approved in the Last and Final Recognized Obligation Payment Schedule.

(e) Successor agencies with a Last and Final Recognized Payment Schedule approved by the Department of Finance may amend or modify existing contracts,



agreements, or other arrangements identified on the Last and Final Recognized Obligation Payment Schedule which the Department of Finance has already determined to be enforceable obligations, provided:

(1) The outstanding payments owing from the successor agency are not accelerated or increased in any way.

(2) Any amendment to extend terms shall not include an extension beyond the last scheduled payment for the enforceable obligations listed and approved on the Last and Final Recognized Obligation Payment Schedule.

(3) This subdivision shall not be construed as authorizing successor agencies to create new or additional enforceable obligations or otherwise increase, directly or indirectly, the amount of Redevelopment Property Tax Trust Funds allocated to the successor agency by the county auditor-controller.

SEC. 19. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

SEC. 20. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to make the necessary statutory changes to implement the Budget Act of 2015 at the earliest possible time, it is necessary that this act take effect immediately.



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