

RESOLUTION NO. 93-44

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL
APPROVING A RETIREMENT AGREEMENT BETWEEN THE
CITY OF RIDGECREST AND JON C. LOVGREN**

WHEREAS, in order to assist the City in meeting viable staffing levels in accordance with budget cutbacks, Lieutenant Jon C. Lovgren has agreed to accept an early retirement from the City of Ridgecrest Police Department; and

WHEREAS, this agreement provides an annuity that pays Lovgren the value of his retirement for two years until he qualifies for a regular service retirement; and

WHEREAS, upon City Council approval, Lovgren's last day of employment will be July 4, 1993.

NOW, THEREFORE, THE RIDGECREST CITY COUNCIL does hereby approve the retirement agreement between the City of Ridgecrest and Jon C. Lovgren and authorizes the Mayor to sign said agreement.

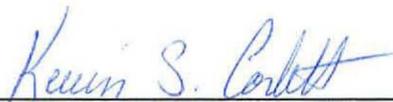
APPROVED AND ADOPTED this 8th day of July, 1993, by the following vote:

AYES: Mayor Corlett, Council Members Auld, Bitney, Bryan, and Parode.

NOES: None.

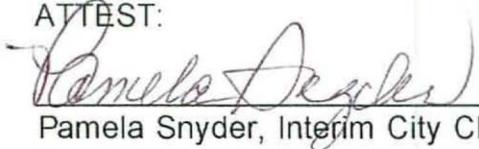
ABSTAIN: None.

ABSENT: None.



Kevin S. Corlett, Mayor

ATTEST:



Pamela Snyder, Interim City Clerk

RETIREMENT AGREEMENT

As of July 1, 1993, the **City of Ridgecrest**, hereinafter *City*, and Jon Lovgren, hereinafter *Lovgren*, agree as follows:

Section 1. Purpose

This agreement sets forth the terms and conditions of Lovgren's service retirement from the police department of the City of Ridgecrest.

Section 2. Date of retirement

Lovgren shall retire on July 4, 1993. If this agreement is not ratified by the City Council on July 7, 1993, Lovgren will continue employment on July 8, 1993 and be paid from July 5 through July 7, 1993.

Section 3. Retirement Annuity

City shall purchase an annuity from a firm approved by Lovgren capable of paying an annuity of \$180/month to Lovgren for the remainder of his life. City shall not be responsible for the payment to Lovgren after the purchase is made. The owner of the annuity shall be Lovgren.

Section 4. Expenses

City shall reimburse Lovgren for actual costs and expenses incurred by

(7)

Lovgren in the course of providing evidence in criminal or civil matters arising out of his employment.

Section 5. Personal Property

City shall transfer the following personal property to Lovgren on the date of retirement:

(a) Glock model 19, serial number GR939 handgun.

(b) Packard Bell model PB286LP, serial number M2Q100232 laptop computer.

(c) American Body Armor model ABP202, serial number 8921968 body armor.

(d) Retirement badge and identification card.

Section 6. Waivers

(a) This agreement shall not in any way be construed as an admission by parties of any unlawful or wrongful acts or other liability whatsoever against the other.

(b) Each party agrees to hold the other harmless from any action known, or which should have been known, prior to the date of this agreement.

Section 7. Other

(a) Lovgren shall be paid for accumulated, unused vacation, "comp"



time and sick leave benefits as provided by the City's personnel rules and regulations.

(b) Lovgren hereby waives any claim for additional payments for damages arising out of Lovgren's retirement as set fourth herein.

(c) City shall refer to this action only as a service retirement and, unless required by law, no other phrase may be used to describe this action.

APPROVED:

By Kevin S. Corbett
Mayor

ATTEST:

Patricia Arguelo
City Clerk

APPROVED AS TO FORM:

Donna Sommer
City Attorney

By Jon Lovgren
Jon Lovgren