



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

**AGENDA**

**Wednesday**

**Regular**

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

**June 4, 2014**

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

**(760) 499-5000**

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

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LAST ORDINANCE NO. 14-xx  
LAST RESOLUTION CITY COUNCIL NO. 14-55  
LAST RESOLUTION FINANCING AUTHORITY NO. 14-xx  
LAST RESOLUTION OF THE HOUSING AUTHORITY NO. 14-xx  
LAST RESOLUTION OF THE SUCCESSOR REDEVELOPMENT AGENCY NO. 14-xx

## **CITY OF RIDGECREST**

### **CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY**

#### **AGENDA**

Regular Council  
Wednesday June 4, 2014

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

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

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

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

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

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF AGENDA**

**PUBLIC COMMENT – CLOSED SESSION**

## AGENDA - CITY COUNCIL - REGULAR

June 4, 2014

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### CLOSED SESSION

- GC54957.6 Labor Negotiations – Police Employee Association of Ridgecrest (PEAR). Agency Negotiator City Manager Dennis Speer
- GC54957.6 Labor Negotiations – UFCW Golden State Local 8. Agency Negotiator City Manager Dennis Speer
- GC54956.9 (d) (1) Conference With Legal Counsel, Liability Claim Of Gregg Boske, Claim No. 14-1516

### 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
2. Presentation On Status Of Evaluation Of Currently Submitted Industrial Development Proposals Parsons

### CONSENT CALENDAR

3. Adopt A Resolution Of The City Council Of The City Of Ridgecrest To Cooperate With The County Of Kern Speer
4. Adopt A Resolution To Approve The Professional Service Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide The Construction Management For The South China Lake Boulevard Project From Upjohn Avenue To Bowman Avenue And Authorizing The City Manager, Dennis Speer, To Execute The Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement Speer
5. Adopt A Resolution To Approve The Professional Service Agreement With The Engineering Firm Of Quad Knopf Inc. To Provide The Construction Management For The Sunland Project From Upjohn Avenue To Bowman Avenue And Authorizing The City Manager, Dennis Speer, To Execute The

**AGENDA - CITY COUNCIL - REGULAR**

June 4, 2014

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**Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement** Speer

6. **Adopt A Resolution Of The City Of Ridgecrest City Council Approving The Land Purchase Contract For Construction Of A Transit Transfer Hub Station Located At APN 084-050-04, Inyokern, CA And Authorizing The City Manager To Execute The Agreement** Parsons
7. **Approval Of Draft Minutes Of The Regular City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Minutes Dated May 21, 2014** Ford
8. **Approval Of Draft Minutes Of The Special Adjourned Budget Hearing Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Minutes Dated May 27, 2014 Thru May 29, 2014** Ford

**DISCUSSION AND OTHER ACTION ITEMS**

9. **Discussion And Approval Of A Resolution Of The Ridgecrest City Council, The Ridgecrest Redevelopment Successor Agency, Ridgecrest Housing Authority And Ridgecrest Financing Authority Adopting The Annual Budget For Fiscal Year 2014-15, Establishing Appropriations, Estimating Revenues, And Establishing The Policies By Which The Budget May Be And Shall Be Amended** McQuiston

**COMMITTEE REPORTS**

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

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

**Veterans Advisory Committee**

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

**Ridgecrest Area Convention And Visitors Bureau (RACVB)**

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

**OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

**AGENDA - CITY COUNCIL - REGULAR**

**June 4, 2014**

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**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.

Anthony Brown	25 Years
Justin Dampier	15 Years
Christopher Bennett	5 Years
Hilary Hunt	5 Years
Seth Podell	5 Years

**FISCAL IMPACT: NONE**

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

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**  
Present Service Awards

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

**SUBJECT:**

Presentation on status of evaluation of currently submitted industrial development proposals

**PRESENTED BY:**

Gary Parsons

**SUMMARY:**

The City council has allocated TAB funds to provide incentives for the development of new industry within the city. Staff has received 5 proposals from different firms and is offering the attached blank matrix of data in an effort to provide council with an analytical way to evaluate these proposals. Staff will present this methodology and is seeking Council input on what, if any, additional information they would wish to receive on this subject.

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Recommend council give direction to staff on the process desired and information needed from staff

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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

Action Date: June 4, 2014

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## Industrial Economic Development Proposals Evaluation Matrix

Note: all data from proposers

By firm alphabetically	Firm #1	Firm #2	Firm #3	Firm #4	Firm #5
Number jobs Year 1					
Number jobs Year 5					
Estimated sales year 1					
Estimated sales year 5					
Estimated property use / Tax					
Estimated TOT numbers of room nights Year 1/year 5					
Estimated average salaries Year 1 / year 5					
Amount of private investment					
Total amount of TAB funds requested					
Cost per job 1 year					
Cost per job 5 year					
Other/summary					

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

**SUBJECT:** A Resolution Of The City Council Of The City Of Ridgecrest To Cooperate With The County Of Kern, Electing To Participate In The Community Development Block Grant (CDBG) And Home Investment Partnership Programs For Fiscal Years 2015- 2017 And Authorizing The Mayor, Daniel O Clark, To Sign The Cooperative Agreement

**PRESENTED BY:**  
Dennis Speer, City Manager

**SUMMARY:**  
Staff is presenting to the City Council the Cooperative Agreement with the County of Kern Planning and Community Development Department, electing to participate in the Community Development Block Grant (CDBG) and Home Investment Partnership Programs for Fiscal Years 2015 through 2017. The existing three year Agreement between the City of Ridgecrest and the County of Kern expires April 2015. The Cooperation Agreement and Resolution are required as part of the Urban County Qualifications. The Cooperation Agreement along with a Resolution must be filed with the County prior to June 20, 2014 to meet these critical deadlines for this essential funding. A copy of the time line for the qualification process along with the Cooperation Agreement and Resolution are attached for your consideration.

CDBG funding is directly related in assisting and undertaking, essential community projects for renewal to provide assistance in our low to moderate income housing areas within the community.

The Resolution authorizes the Mayor, Daniel O. Clark to execute the required Agreement.

**FISCAL IMPACT:** None

Reviewed by Finance Director

**ACTION REQUESTED:**  
Adopt A Resolution Of The City Council Of The City Of Ridgecrest To Cooperate With The County Of Kern, Electing To Participate In The Community Development Block Grant (CDBG) And Home Investment Partnership Programs For Fiscal Years 2015- 2017 And Authorizing The Mayor, Daniel O Clark, To Sign The Cooperative Agreement

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

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**RESOLUTION NO 14-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST TO COOPERATE WITH THE COUNTY OF KERN**

**WHEREAS**, the U.S. Department of Housing and Urban Development has identified this City as authorized to be included in the County of Kern's Community Development Block Grant program entitlement pursuant to Title I of the Housing and Community Development Act of 1974, as amended, (hereinafter the "Act"); and

**WHEREAS**, HUD has notified the County of Kern that it is a participant in the HOME Investment Partnerships program as defined in Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended; and

**WHEREAS**, HUD has notified the County of Kern that it is a participant in the Emergency Solutions Grants program; and

**WHEREAS**, the Act requires the execution of a Cooperation Agreement between this City and the County of Kern; and

**WHEREAS**, such Agreement allows this City's population to be included with the County of Kern's in determining a basic annual Community Development Block Grant, HOME Investment Partnerships program, and Emergency Solutions Grants program grant amounts; and

**WHEREAS**, it is the intention of this City to enter into such an Agreement with the County of Kern to cooperate in undertaking, or assist in undertaking, essential community renewal and lower income housing assistance activities in the incorporated area of this City.

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

1. Elects to participate in the Community Development Block Grant, HOME Investment Partnerships programs, and Emergency Solutions Grants programs for the three program years commencing with 2015-2016 and continuing through 2017-2018 in accordance with the regulations by the Act;
2. Directs the Mayor to sign the required Agreements; and
3. Authorizes Daniel O. Clark from this City to execute and/or perform all other appropriate acts necessary to accomplish the purpose of the Resolution.

**APPROVED AND ADOPTED** this 4<sup>th</sup> day of June 2014 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Daniel O. Clark, Mayor

ATTEST

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Rachel J. Ford, CMC  
City Clerk

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COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter "COUNTY") and the CITY OF RIDGECREST, a municipal corporation located within Kern County (hereinafter "CITY"),

W I T N E S S E T H

WHEREAS, the United States Department of Housing and Urban Development (hereinafter "HUD") has notified the COUNTY that it is considered to have the required qualifications (determination of essential powers) to participate in the Community Development Block Grant Entitlement (hereinafter "CDBG") program as an urban county as that term is defined in Title I of the Housing and Community Development Act of 1974, as amended (hereinafter the "Act"); and

WHEREAS, HUD has notified the COUNTY that it is a participant in the HOME Investment Partnerships Program (HOME) as defined in Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended; and

WHEREAS, HUD has notified the COUNTY that it is a participant in the Emergency Solutions Grants (ESG) Program; and

WHEREAS, the CDBG qualification process requires that following HUD's determination that a county possesses the essential powers to participate in the CDBG program as an urban county, the units of general local government within the county be notified of their opportunity to participate in the county's CDBG, HOME, and ESG programs by entering into a cooperation agreement with the designated urban county; and

WHEREAS, such cooperation agreements provide that the unit of general local government and the county will cooperate in essential community development and housing assistance activities and that the area and population of the unit of general local government will be included with that of the county by HUD in determining funding levels; and

WHEREAS, the COUNTY has notified the CITY of the opportunity to participate in the COUNTY's CDBG, HOME, and ESG programs; and

WHEREAS, the CITY desires to participate in and be a part of the COUNTY's CDBG, HOME, and ESG programs;

NOW, THEREFORE, it is mutually agreed between the COUNTY and the CITY as follows:

1. This Agreement shall remain in effect through the 2017 program year (a program year is the twelve month period commencing July 1 and continuing through and including the following June 30). Therefore the CITY shall participate in the COUNTY's CDBG, HOME, and ESG programs during federal fiscal years 2015, 2016, and 2017, and does therefore approve and acknowledge the COUNTY's authority to carry out activities that will be funded from annual CDBG, HOME, and ESG appropriations for the federal fiscal years for which the COUNTY is to qualify and from any program income generated from the expenditure of such funds, including such additional time as may be required for completion of funded activities and the expenditure of any such funds granted by the COUNTY to the CITY. The Cooperation Agreement must remain in effect until the CDBG (and HOME and ESG, where applicable) funds and program income received with respect to activities carried out during the three-year

qualification period are expended and the funding activities completed.

2. While it remains in effect, neither the COUNTY nor the CITY shall terminate or withdraw from this Agreement (other than as provided by rules and regulations of the Act adopted by the Federal government subsequent to this Agreement).

3. The COUNTY and the CITY shall cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

4. The COUNTY shall have final responsibility for selecting CDBG, HOME, and ESG activities, for the filing of the Consolidated Plan with HUD, and implementing the Consolidated Plan as approved by HUD.

5. The CITY shall undertake, without reservation or intent to obstruct, all actions determined by the COUNTY or HUD to be necessary to carry out the CDBG, HOME, and ESG programs and the approved Consolidated Plan and to comply with all CDBG, HOME, and ESG program requirements and applicable Federal and State laws and regulations during the three program years for which the COUNTY qualifies as an urban county and for such additional time as may be required for completion of funded activities and the expenditure of funds granted by the COUNTY for such period.

6. The COUNTY and CITY hereby assume the obligation to take all required actions necessary to assure compliance with the COUNTY's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing, section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and any and all other applicable laws, regulations and orders. By this assumption, the COUNTY and CITY recognize and accept the provisions of the Act prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY's actions to comply with its fair housing certification.

7. Pursuant to the requirements of the Act and implementing regulations found at 24 CFR 570.501(b), the CITY hereby agrees to be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as precedent to implementation of individual CDBG funded activities, as set forth at 24 CFR 570.503.

8. The CITY shall maintain appropriate record of and return to the COUNTY on receipt by the CITY, any income generated by the expenditure of CDBG, HOME, and ESG funds received by the CITY. In the event of the CITY's community development program close-out or change in the CITY's status, any such program income that is on hand or received by the CITY subsequent to such close-out or change in status shall immediately be paid to the COUNTY.

9. The CITY has adopted and is enforcing:

- a. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

10. The CITY shall comply with those provisions of the CDBG, HOME, and ESG program which apply to real property acquired or improved in whole or in part using CDBG, HOME, and ESG funds and which is within the control of the CITY. Such provisions include CITY responsibility to:

- a. make timely notification to the COUNTY of any modifications or change in the use of the real property from that planned and approved by the COUNTY at the time of acquisition or improvement, including its disposition;
- b. reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-HUD funds) of property acquired or improved with CDBG, HOME, or ESG funds and that is sold or transferred for a use which does not qualify under CDBG, HOME, or ESG program regulations; and
- c. immediately return to the COUNTY any program income generated from the disposition or transfer of property prior to or subsequent to close-out, change of status or termination of this Agreement of Cooperation.

11. The CITY understands and agrees that, as a part of the COUNTY's CDBG program:

- a. it may not apply (except as otherwise provided by legislation adopted by the Federal government subsequent to this Agreement) for grants under the HUD-Administered or State-Administered Small Cities or State CDBG programs from appropriations from a fiscal year for which it is participating in the Entitlement CDBG Program with the COUNTY; and
- b. it may receive a formula allocation under the HOME Investment Partnerships program or Emergency Solution Grants program only through the COUNTY, regardless of whether the COUNTY receives a HOME Investment Partnerships or Emergency Solutions Grant formula allocation.

12. CITY agrees that it may not sell, trade, or otherwise transfer all or any portion of its HUD funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

13. This Agreement may only be modified by an instrument in writing executed by the COUNTY and the CITY and approved by HUD.

14. Any and all notices sent pursuant to, or in furtherance of the purposes of, this Agreement shall be deemed delivered if personally served upon the Clerk of the Board of Supervisors of the COUNTY or upon the Clerk of the City Council of the CITY, or if sent via the United States Postal Service, postage prepaid, directed to COUNTY, addressed as follows:

Clerk of the Board of Supervisors  
County of Kern  
1115 Truxtun Avenue, Fifth Floor  
Bakersfield, California 93301

or directed to the CITY, addressed as follows:

Clerk of the City Council  
City of Ridgecrest  
100 West California Avenue  
Ridgecrest, CA 93555-4054

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

Recommended and Approved as to Content  
PLANNING AND COMMUNITY DEVELOPMENT  
DEPARTMENT

COUNTY OF KERN

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
"COUNTY"

Approved as to Form:  
OFFICE OF COUNTY COUNSEL

CITY OF RIDGECREST

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
"CITY"

Urban County Qualification Process  
County of Kern  
FY 2015-2017

- by 5/2/14 Draft of Cooperation Agreement and Resolution adopting the Agreement submitted to County Counsel AND to HUD Rep. Dave Larsen for review.
- by 5/16/14 Notify each participating and non-participating unit of general local government (incorporated cities) of its opportunity to elect to be included in the urban county via execution of Cooperation Agreement AND of its right to elect to be excluded from our Urban County.
- by 6/20/14 Last day for currently participating cities to notify County/HUD, in writing, of election to be excluded from our Urban County AND Deadline for currently non-participating cities to advise County of their intent to rejoin County program.
- 6/20/14 **Last day for units of general local government to adopt Resolution, sign Cooperation Agreement (5 copies), and deliver same to County.**
- 6/23/14 Resolutions and Cooperation Agreements submitted to County Counsel for approval as to form as executed by cities.
- 7/3/14 County Counsel's Letter of Certification and the request for approval of Cooperation Agreements to be filed with the Clerk of the Board by CD.
- 7/15/14 County Board of Supervisors takes action to accept HUD determination of urban county qualification, accept County Counsel's certification, approve and execute Cooperation Agreements.
- By 7/25/14 CD submits qualification documentation listed in HUD Notice CPD-14-07, Section IV, Documents to be Submitted to HUD. Cooperation Agreements and list of communities that elect to be included in the urban county CD program to HUD area office.

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

**SUBJECT:**

A Resolution To Approve the Professional Service Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide the Construction Management for the South China Lake Boulevard Project from Upjohn Avenue to Bowman Avenue and Authorizing the City Manager, Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

**PRESENTED BY:**

Loren Culp, City Engineer/Assistant Public Works Director

**SUMMARY:**

The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the South China Lake Boulevard Project from Upjohn Avenue to Bowman Avenue. The proposed services are on a time and materials basis not to exceed and include constructability review, bidding assistance, construction management, inspection, quality assurance testing, and federal documentation, invoicing and final close out documentation with Caltrans.

The City solicited proposals from qualified consulting firms to perform the subject professional services. A selection committee reviewed the proposals, scored the top firms, and ranked them. Willdan Engineering Inc. was among the top ranked firms. The proposed fee to complete the scope of work is \$70,000.00.

Funds for this expenditure will be taken from 018-4760-430-2109 ST14-02.

Staff recommends that the City Council approves the professional service agreement and authorize the City Manager, Dennis Speer, to execute the agreement with the engineering firm of Willdan Engineering Inc. upon the City Attorney's Review and Approval.

**FISCAL IMPACT:**

Reviewed by Finance Director

**ACTION REQUESTED:**

Adopt A Resolution To Approve the Professional Service Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide the Construction Management for the South China Lake Boulevard Project from Upjohn Avenue to Bowman Avenue and Authorizes the City Manager, Dennis Speer, To Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Loren Culp

Action Date: June 4, 2014

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**RESOLUTION NO. 14-**

**A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH THE ENGINEERING FIRM OF WILLDAN ENGINEERING INC. TO PROVIDE THE CONSTRUCTION MANAGEMENT FOR THE SOUTH CHINA LAKE BOULEVARD PROJECT FROM UPJOHN AVENUE TO BOWMAN AVENUE AND AUTHORIZING THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE AGREEMENT CONTINGENT UPON THE CITY ATTORNEY'S REVIEW AND APPROVAL OF THE AGREEMENT**

**WHEREAS**, The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the City of Ridgecrest; and

**WHEREAS**, the proposed services are on an time and materials basis; and

**WHEREAS**, the services are for the construction management of the South China Lake Boulevard Project from Upjohn Avenue to Bowman Avenue; and

**WHEREAS**, The City solicited proposals from qualified consulting firms to perform the subject professional services

**WHEREAS**, the staff reviewed and analyzed the proposal; and

**WHEREAS**, Willdan Engineering Inc. was among the top ranked firms; and

**WHEREAS**, the proposed fee to complete the scope of work is \$70,000.00; and

**WHEREAS**, the funds will be expended from account 018-4760-430-2109 ST14-02.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Ridgecrest Hereby:

1. Authorizes the Approval of a Professional Services Agreement with the Consulting Firm of Willdan Engineering Inc; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer, to execute the agreement upon the city attorney's review and approval of the agreement

**APPROVED AND ADOPTED** this 4<sup>th</sup> day of June 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Daniel O Clark, Mayor

ATTEST:

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Rachel J. Ford, CM, City Clerk

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## CONSULTANT AGREEMENT

South China Lake Boulevard Project Upjohn Avenue to Bowman Avenue (RSTP)

As of \_\_\_\_\_, 20\_\_\_\_, the City of Ridgecrest, hereinafter "City," and **Willdan Engineering Inc.**, hereinafter "Consultant," agree as follows:

1. Purpose.

(a) To Provide Construction Management and Inspection on the South China Lake Boulevard Project from Upjohn Avenue to Bowman Avenue.

(b) Consultant is uniquely trained, experienced, competent, and qualified to perform such professional services required by this agreement ("Agreement").

2. Services.

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

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

(c) Consultant must be expressly authorized to perform any of the required services under this Agreement by City or a designated representative who shall administer this Agreement. Consultant shall report progress of work on a monthly basis, or as determined by City or a designated representative.

3. Consideration.

(a) Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid Consultant under this Agreement exceed the sum of **Seventy Thousand Dollars (\$70,000.00)**.

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

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

4. Term.

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



## CONSULTANT AGREEMENT

South China Lake Boulevard Project Upjohn Avenue to Bowman Avenue (RSTP)

contract is terminated by Consultant without cause, Consultant shall reimburse City for additional costs to be incurred by City in obtaining the work from another consultant.

### 5. Ownership of Data, Reports, and Documents.

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

### 6. Subcontracts.

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

### 7. Independent Contractor.

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

### 8. Indemnification.

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

### 9. Insurance.

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

(b) The Consultant shall provide the following coverages:

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



## CONSULTANT AGREEMENT

South China Lake Boulevard Project Upjohn Avenue to Bowman Avenue (RSTP)

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

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

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

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

(1) Commercial general liability and automobile liability:

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

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

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

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

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

(vi) Prior to start of work under this Agreement, the Consultant shall file with the City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 2009 required above shall be attached to the Certificate of Insurance at the time it is filed with the City. Should the required coverage be furnished under more than one policy of insurance, the



## CONSULTANT AGREEMENT

South China Lake Boulevard Project Upjohn Avenue to Bowman Avenue (RSTP)

Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the City has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The City reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the City as to sufficiency of coverage.

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

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

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

### 10. Disadvantaged Business Enterprises ("DBE")

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, Consultant must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. A DBE may be terminated only with written approval by City and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting City's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

### 11. Records Retention

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the



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Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

### 12. Safety

(a) Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City and/or its representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

(b) Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(c) Any subcontract entered into as a result of this contract, shall contain all of the provisions of this article.

### 13. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

### 14. Statement of Compliance

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing



## CONSULTANT AGREEMENT

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Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

### 15. Debarment and Suspension Certification

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

### 16. State Prevailing Wage Rates

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

### 17. Prohibition of Expending Funds for Lobbying

(a) Consultant certifies to the best of his or her knowledge and belief that:

- (1) No state, federal, or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative



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agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

### 18. Miscellaneous.

(a) Copies of documents such as tracings, plans, specifications, and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City. These documents are instruments of service for this project only and are not intended or authorized for other use by City or third parties. Basic survey notes, sketches, charts, and computations shall be made available upon request to the owner without restrictions or limitations to their use. If the above-mentioned documents are reused by the City, revisions will be indicated and the Consultant will be released and held harmless of liabilities by City.

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

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

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



## CONSULTANT AGREEMENT

South China Lake Boulevard Project Upjohn Avenue to Bowman Avenue (RSTP)

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

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

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

Mike Bustos  
Resident Engineer  
Willdan Engineering  
374 Poli Street, Suite 101  
Ventura, CA 93301

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

### 19. Integration.

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

### 20. 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

APPROVED:

By: \_\_\_\_\_  
Dennis Speer, City Manager

By: \_\_\_\_\_  
Daniel Chow, President

**APPROVED AS TO FORM**  
City Attorney

By \_\_\_\_\_  
Attorney

**5**

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

**SUBJECT:**

A Resolution To Approve the Professional Service Agreement With The Engineering Firm Of Quad Knopf Inc. to Provide the Construction Management for the Sunland Project from Upjohn Avenue to Bowman Avenue and Authorize the City Manager, Dennis Speer, to Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

**PRESENTED BY:**

Dennis Speer, Public Works Director

**SUMMARY:**

The City of Ridgecrest requires the services of an engineering consulting firm to provide Construction Management for the Sunland Project from Upjohn Avenue to Bowman Avenue. The proposed services are on a time and materials basis not to exceed and include constructability review, bidding assistance, construction management, inspection, quality assurance testing, federal documentation, invoicing and final close out documentation with Caltrans.

The City solicited proposals from qualified consulting firms to perform the subject professional services. A selection committee reviewed the proposals, scored the top firms, and ranked them. Quad Knopf was among the top ranked firms. The proposed fee to complete the scope of work is \$50,000.00.

Funds for this expenditure will be taken from 018-4760-430-2109 ST13-04.

Staff recommends that the City Council approves the professional service agreement and authorize the City Manager, Dennis Speer, to execute the agreement with the engineering firm of Quad Knopf Inc. upon the City Attorney's Review and Approval.

**FISCAL IMPACT:**

Reviewed by Finance Director

**ACTION REQUESTED:**

Approve the Professional Service Agreement With The Engineering Firm Of Quad Knopf Inc. to Provide the Construction Management for the Sunland Project from Upjohn Avenue to Bowman Avenue and Authorizes the City Manager, Dennis Speer, to Execute the Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

Submitted by: Loren Culp

Action Date: June 4, 2014

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**RESOLUTION NO. 14-xx**

**A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH THE ENGINEERING FIRM OF QUAD KNOPF INC. TO PROVIDE THE CONSTRUCTION MANAGEMENT FOR THE SUNLAND PROJECT FROM UPJOHN AVENUE TO BOWMAN AVENUE AND AUTHORIZING THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE AGREEMENT CONTINGENT UPON THE CITY ATTORNEY'S REVIEW AND APPROVAL OF THE AGREEMENT**

**WHEREAS**, The City of Ridgecrest requires the services of an engineering consulting firm to provide construction management for the City of Ridgecrest; and

**WHEREAS**, the proposed services are on an time and materials basis; and

**WHEREAS**, the services are for the construction management of the Sunland Avenue Project from Upjohn Avenue to Bowman Avenue; and

**WHEREAS**, The City solicited proposals from qualified consulting firms to perform the subject professional services

**WHEREAS**, a selection committee reviewed and analyzed the proposal; and

**WHEREAS**, Quad Knopf Inc. was among the top ranked firms; and

**WHEREAS**, the proposed fee to complete the scope of work is \$50,000.00; and

**WHEREAS**, the funds will be expended from account 018-4760-430-2109 ST13-04.

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

1. Authorizes the Approval of a Professional Services Agreement with the Consulting Firm of Quad Knopf Inc.; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer, to execute the agreement upon the City Attorney's review and approval of the agreement

APPROVED AND ADOPTED this 4<sup>th</sup> day of June 2014 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Daniel O. Clark, Mayor

ATTEST:

---

Rachel J. Ford, CMC, City Clerk

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## CONSULTANT AGREEMENT

Sunland Avenue Project from Upjohn Avenue to Bowman Avenue (CMAQ)

As of \_\_\_\_\_, 20\_\_\_\_, the City of Ridgecrest, hereinafter "City," and **Quad Knoph Inc.** hereinafter "Consultant," agree as follows:

1. Purpose.

(a) To Provide Construction Management and Inspection on the South China Lake Boulevard Project from Upjohn Avenue to Bowman Avenue.

(b) Consultant is uniquely trained, experienced, competent, and qualified to perform such professional services required by this agreement ("Agreement").

2. Services.

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

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

(c) Consultant must be expressly authorized to perform any of the required services under this Agreement by City or a designated representative who shall administer this Agreement. Consultant shall report progress of work on a monthly basis, or as determined by City or a designated representative.

3. Consideration.

(a) Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid Consultant under this Agreement exceed the sum of **Fifty Thousand Dollars (\$50,000.00)**.

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

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

4. Term.

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



## CONSULTANT AGREEMENT

Sunland Avenue Project from Upjohn Avenue to Bowman Avenue (CMAQ)

contract is terminated by Consultant without cause, Consultant shall reimburse City for additional costs to be incurred by City in obtaining the work from another consultant.

### 5. Ownership of Data, Reports, and Documents.

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

### 6. Subcontracts.

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

### 7. Independent Contractor.

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

### 8. Indemnification.

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

### 9. Insurance.

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

(b) The Consultant shall provide the following coverages:

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



## CONSULTANT AGREEMENT

Sunland Avenue Project from Upjohn Avenue to Bowman Avenue (CMAQ)

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

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

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

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

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

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

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## CONSULTANT AGREEMENT

Sunland Avenue Project from Upjohn Avenue to Bowman Avenue (CMAQ)

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

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## CONSULTANT AGREEMENT

### Sunland Avenue Project from Upjohn Avenue to Bowman Avenue (CMAQ)

Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

#### 12. Audits

(The following AUDIT CLAUSE applies to all contracts of \$150,000 or greater).

Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by City to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### 13. Safety

(a) Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City and/or its representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

(b) Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(c) Any subcontract entered into as a result of this contract, shall contain all of the provisions of this article.

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In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a



## CONSULTANT AGREEMENT

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federal court that orders Consultant to comply with an order of the National Labor Relations Board.

### 15. Statement of Compliance

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

### 16. Debarment and Suspension Certification

(a) Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

(c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.



## CONSULTANT AGREEMENT

Sunland Avenue Project from Upjohn Avenue to Bowman Avenue (CMAQ)

### 17. State Prevailing Wage Rates

(Incorporate either Option 1 or Option 2.)

(Option 1 - For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws, use paragraphs A and B.)

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

(b) Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

(Option 2 - Use only paragraph A below when all of the proposed work in the contract is performed by crafts not affected by state labor laws or are not contemplated for use.)

(a) The State of California's General Prevailing Wage Rates are not applicable to this contract.

### 18. Prohibition of Expending Funds for Lobbying

(a) Consultant certifies to the best of his or her knowledge and belief that:

(1) No state, federal, or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts,



## CONSULTANT AGREEMENT

Sunland Avenue Project from Upjohn Avenue to Bowman Avenue (CMAQ)

which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

### 19. Miscellaneous.

(a) Copies of documents such as tracings, plans, specifications, and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City. These documents are instruments of service for this project only and are not intended or authorized for other use by City or third parties. Basic survey notes, sketches, charts, and computations shall be made available upon request to the owner without restrictions or limitations to their use. If the above-mentioned documents are reused by the City, revisions will be indicated and the Consultant will be released and held harmless of liabilities by City.

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

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

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

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

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

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

Jeff Coward  
Principal Engineer  
Quad Knopf  
5080 California Avenue, Suite 220  
Bakersfield, CA 93309

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

### 20. Integration.

This Agreement represents the entire understanding of City and Consultant as to



## CONSULTANT AGREEMENT

Sunland Avenue Project from Upjohn Avenue to Bowman Avenue (CMAQ)

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.

### 21. 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

APPROVED:

By: \_\_\_\_\_  
Dennis Speer, City Manager

By: \_\_\_\_\_

**APPROVED AS TO FORM**  
City Attorney

By \_\_\_\_\_  
Attorney

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

**SUBJECT:**

Review And Approve Purchase Agreement And Resolution To Purchase Vacant Land For Construction Of A Transit Transfer Hub Station Located At APN 084-050-04, Inyokern, CA and Authorizing the City Manager To Execute the Agreement.

**PRESENTED BY:**

Gary Parsons

**SUMMARY:**

The City of Ridgecrest Public Works/Transit Department is seeking to design and construct a Transit Transfer Hub Station to be located within the community of Inyokern. This Station will allow for our local Ridgerunner transit system to connect with the Eastern Sierra Transit Authority.

Staff has negotiated a 1.33 acre land purchase with the current property owner for \$25,000 plus costs. This project is to be funded with Public Transportation Modernization, Improvement and Service Enhancement Program (PTMISEA) funds provided through KernCOG.

Attached are the land purchase agreement and the proposed Transit Transfer Hub Station site plan for your review.

**FISCAL IMPACT:**

Project to be funded with Public Transportation Modernization, Improvement and Service Enhancement Program Funds (PTMISEA)

**ACTION REQUESTED:**

Approve The Attached Resolution Authorizing The City Manager To Execute A Land Purchase Agreement For 1.33 Acres For The Construction Of A Transit Transfer Hub Station.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Review and Comment :

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**RESOLUTION NO. 14-XX**

**A RESOLUTION OF THE CITY OF RIDGECREST CITY COUNCIL APPROVING THE LAND PURCHASE CONTRACT FOR CONSTRUCTION OF A TRANSIT TRANSFER HUB STATION LOCATED AT APN 084-050-04, INYOKERN, CA AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

**WHEREAS**, the 1.33 acres of vacant land (APN 084-050-04) is located in Inyokern, CA; and,

**WHEREAS**, the land is being purchased to design and build a Transit Transfer Hub Station; and,

**WHEREAS**, once completed, the Transfer Hub Station will connect the City of Ridgecrest Ridgerunner transit system with Eastern Sierra Transit Authority; and,

**WHEREAS**, provide the local community with an additional option for transportation throughout the valley; and,

**WHEREAS**, city staff has negotiated a purchase price of \$25,000 plus costs for the vacant land; and,

**WHEREAS**, this project is to be funded with Public Transportation Modernization, Improvement and Service Enhancement Program (PTMISEA) funds provided through KernCOG.

**NOW, THEREFORE, BE IT RESOLVED** by the Ridgecrest City Council as follows:

The City Council hereby adopts this Resolution authorizing the city manager to execute a real estate sales agreement to purchase 1.33 acres, APN 084-050-04, of vacant land for the price of \$25,000 plus costs using PTMISEA funds.

**APPROVED AND ADOPTED** at a meeting of the Ridgecrest City Council held on this 4th day of June, 2014, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Daniel O. Clark, Mayor

ATTEST:

\_\_\_\_\_  
Rachel J. Ford, CMC  
City Clerk

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VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form VLPA, Revised 4/10)

Date May 23, 2014

- 1. OFFER: A. THIS IS AN OFFER FROM City of Ridgecrest ("Buyer"). B. THE REAL PROPERTY TO BE ACQUIRED is described as APN 084-050-04 Inyokern Rd Inyokern, CA. 93527... C. THE PURCHASE PRICE offered is Twenty-Four Thousand (Dollars \$ 24,000.00). D. CLOSE OF ESCROW shall occur on (date) (or Days After Acceptance).

- 2. AGENCY: A. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent Coldwell Banker Best Realty (Print Firm Name) is the agent of (check one): [ ] the Seller exclusively; or [X] both the Buyer and Seller. Selling Agent Coldwell Banker Best Realty (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): [ ] the Buyer exclusively; or [ ] the Seller exclusively; or [X] both the Buyer and Seller. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 5,000.00

- (1) Buyer shall deliver deposit directly to Escrow Holder by personal check, [X] electronic funds transfer, [ ] Other within 3 business days after acceptance (or [ ] Other);

OR (2) (If checked) [ ] Buyer has given the deposit by personal check (or [ ] ) to the agent submitting the offer (or to [ ] ), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder (or [ ] into Broker's trust account) within 3 business days after Acceptance (or [ ] Other ).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance, or [ ] .

C. LOAN(S) (1) FIRST LOAN in the amount of \$ This loan will be conventional financing or, if checked, [ ] FHA, [ ] VA, [ ] Seller (C.A.R. Form SFA), [ ] assumed financing (C.A.R. Form PAA), [ ] Other . This loan shall be at a fixed rate not to exceed % or, [ ] an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

(2) [ ] SECOND LOAN in the amount of \$ This loan will be conventional financing or, if checked, [ ] Seller (C.A.R. Form SFA), [ ] assumed financing (C.A.R. Form PAA), [ ] Other . This loan shall be at a fixed rate not to exceed % or, [ ] an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

D. ADDITIONAL FINANCING TERMS: \$

E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT in the amount of \$ 19,000.00 to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL): \$ 24,000.00

Buyer's Initials ( X ) ( )

Seller's Initials ( XFT ) ( X )

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Reviewed by Date



**G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to 3H(1)) shall, within 7 (or  \_\_\_\_\_ ) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked,  verification attached.)

**H. LOAN TERMS:**

(1) **LOAN APPLICATIONS:** Within 7 (or  \_\_\_\_\_ ) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above. (If checked  letter attached.)

(2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) **LOAN CONTINGENCY REMOVAL:**

(i) Within 17 (or  \_\_\_\_\_ ) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing remove the loan contingency or cancel this Agreement;

OR (ii) if checked)  the loan contingency shall remain in effect until the designated loans are funded.

(4)  **NO LOAN CONTINGENCY** (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

**I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (OR, if checked,  is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or,  if checked, Buyer shall, as specified in paragraph 19B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or  \_\_\_\_\_ ) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 19B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or  \_\_\_\_\_ ) Days After Acceptance.

**J.  ALL CASH OFFER** (If checked): Buyer shall, within 7 (or  15 ) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked  verification attached.)

**K. BUYER STATED FINANCING:** Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

**L. SELLER FINANCING:** The following terms (or  (if checked) the terms specified in the attached Seller Financing Addendum (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.

(1) **BUYER'S CREDIT-WORTHINESS:** Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or  \_\_\_\_\_ ) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

(2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3C shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or  \_\_\_\_\_ ) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

**M. ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

**4. ALLOCATION OF COSTS** (If checked): Unless otherwise specified in writing, **this paragraph** only determines who is to pay for the inspection, test or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

**A. INSPECTIONS AND REPORTS:**

- (1)  Buyer  Seller shall pay to have existing septic or private sewage disposal system, if any, inspected \_\_\_\_\_
- (2)  Buyer  Seller shall pay for costs of testing to determine the suitability of soil for sewage disposal \_\_\_\_\_
- (3)  Buyer  Seller shall pay to have existing wells, if any, tested for water potability and productivity \_\_\_\_\_

Buyer's Initials (  \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials (  FT ) (  \_\_\_\_\_ )



- (4)  Buyer  Seller shall pay to have Property corners identified \_\_\_\_\_
- (5)  Buyer  Seller shall pay for a natural hazard zone disclosure report prepared by \_\_\_\_\_
- (6)  Buyer  Seller shall pay for the following inspection or report \_\_\_\_\_
- (7)  Buyer  Seller shall pay for the following inspection or report \_\_\_\_\_

**B. ESCROW AND TITLE:**

- (1)  Buyer  Seller shall pay escrow fee \_\_\_\_\_  
Escrow Holder shall be Placer Title
- (2)  Buyer  Seller shall pay for owner's title insurance policy specified in paragraph 15E \_\_\_\_\_  
Owner's title policy to be issued by Placer Title  
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed in writing.)

**C. OTHER COSTS:**

- (1)  Buyer  Seller shall pay County transfer tax or transfer fee \_\_\_\_\_
- (2)  Buyer  Seller shall pay City transfer tax or transfer fee \_\_\_\_\_
- (3)  Buyer  Seller shall pay Homeowners' Association ("HOA") transfer fees \_\_\_\_\_
- (4)  Buyer  Seller shall pay HOA document preparation fees \_\_\_\_\_
- (5)  Buyer  Seller shall pay for \_\_\_\_\_
- (6)  Buyer  Seller shall pay for \_\_\_\_\_

5. **POSSESSION AND KEYS:** Possession shall be delivered to Buyer at 5PM or \_\_\_\_\_  AM  PM,  on the date of Close Of Escrow;  on \_\_\_\_\_; or  no later than \_\_\_\_\_ Days After Close Of Escrow. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

**6. STATUTORY DISCLOSURES AND CANCELLATION RIGHTS:**

- A. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in paragraph 19, deliver to Buyer if required by Law: (i) earthquake guides (and questionnaire) and environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- B. **WITHHOLDING TAXES:** Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**7. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:**

- A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
  - (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
  - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
  - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
  - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
  - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
  - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
  - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
  - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
  - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
  - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
  - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
  - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
  - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
  - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
- B. **RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.
- C.  **TENANT ESTOPPEL CERTIFICATES:** (If checked) Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
- D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.

Buyer's Initials ( X ) ( \_\_\_\_\_ )

Seller's Initials ( XFT ) ( X )



**8. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:**

- A. **SELLER HAS: 7** (or  \_\_\_\_\_ ) **Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).
- B. If the Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has **3** (or  \_\_\_\_\_ ) **Days** After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures") and (vi) the following if Seller has actual knowledge: (a) any material defects in the condition of common area (such as pools, tennis courts, walkways or other areas co-owned in undivided interest with other); and (b) possible lack of compliance with HOA requirements. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3).

**9. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.**

**10. CHANGES DURING ESCROW:**

- A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 19: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B. At least **7** (or  \_\_\_\_\_ ) **Days** prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes.

**11. ITEMS INCLUDED AND EXCLUDED:**

- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in 11B or C.
- B. **ITEMS INCLUDED IN SALE:**
  - (1) All EXISTING fixtures and fittings that are attached to the Property;
  - (2) The following items: \_\_\_\_\_
  - (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
  - (4) All items included shall be transferred free of liens and without Seller warranty.
- C. **ITEMS EXCLUDED FROM SALE:** \_\_\_\_\_

**12. CONDITION OF PROPERTY:** Unless otherwise agreed: (i) **the Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer Investigation rights;** (ii) the Property is to be maintained in substantially the same condition as of the date of Acceptance and (iii)  (If checked) All debris and personal property not included in the sale shall be removed by Seller by Close Of Escrow.

- A. SELLER SHALL, within the time specified in paragraph 19, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS AFFECTING THE PROPERTY AND MAKE ALL OTHER DISCLOSURES REQUIRED BY LAW.
- B. Buyer has the right to inspect the Property and, as specified in paragraph 19B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

**13. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. **Buyer indemnity and Seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.

Buyer's Initials ( X ) ( \_\_\_\_\_ )

Seller's Initials ( XPT ) ( X )



- D. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 13, UNLESS OTHERWISE AGREED IN WRITING.**
- E. SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- F. ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- G. UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.
- H. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 14. SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:**
- A. Seller Disclosures (if checked):** Seller shall, within the time specified in paragraph 19A, complete and provide Buyer with a:
- Seller Vacant Land Questionnaire (C.A.R. Form VLQ)
- B. Addenda (if checked):**  Addendum # 1 (C.A.R. Form ADM)
- Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)
- Purchase Agreement Addendum (C.A.R. Form PAA)  Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
- Short Sale Addendum (C.A.R. Form SSA)  Other
- C. Advisories (if checked):**  Buyer's Inspection Advisory (C.A.R. Form BIA)
- Probate Advisory (C.A.R. Form PAK)  Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Trust Advisory (C.A.R. Form TA)  REO Advisory (C.A.R. Form REO)
- D. Other Terms:**
- 

Buyer's Initials ( X ) ( \_\_\_\_\_ )

Seller's Initials ( XFT ) ( X )

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**15. TITLE AND VESTING:**

- A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index, Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 19, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, survey requirements, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

**16. SALE OF BUYER'S PROPERTY:**

- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B.  (If checked) The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.
- 17.  **MANUFACTURED HOME PURCHASE** (If checked): The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer  has  has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (OR, if checked,  this contingency shall remain in effect until the Close Of Escrow of the Property).
- 18.  **CONSTRUCTION LOAN FINANCING** (If checked): The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan  will  will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or, if checked,  this contingency shall remain in effect until Close Of Escrow of the Property).
- 19. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**

A. **SELLER HAS: 7** (or  \_\_\_\_\_ ) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 4, 6A and B, 7, 8A, 12A, 14A and B, and 15. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.

B. (1) **BUYER HAS: 17** (or  \_\_\_\_\_ ) Days After Acceptance, unless otherwise agreed in writing, to complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all other matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 6 and insurability of Buyer and the Property).

(2) Within the time specified in 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.

(3) Within the time specified in 19B(1) (or as otherwise specified in this Agreement), Buyer shall, Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 19A, then Buyer has **5** (or  \_\_\_\_\_ ) Days After Delivery of any such items, or the time specified in 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) **Continuation of Contingency:** Even after the end of the time specified in 19B(1) and before Seller cancels this Agreement, if at all, pursuant to 19C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 19C(1).

**C. SELLER RIGHT TO CANCEL:**

(1) **Seller right to Cancel; Buyer Contingencies:** If, within the time specified in this Agreement, Buyer does not, in writing, Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a letter as required by 3H; (iv) if Buyer fails to Deliver verification as required by 3G or 3J; or (v) if Seller reasonably disapproves of the verification provided by 3G or 3J or the credit report or supporting documentation pursuant to 3M. In such event, Seller shall authorize return of Buyer's deposit.

(3) **Notice To Buyer To Perform:** The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least **2** (or  \_\_\_\_\_ ) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 19C(2).

**D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections or for inability to obtain financing.

Buyer's Initials ( **X** \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( **X FT** ) ( **X** \_\_\_\_\_ )



- E. CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first give the other a demand to close escrow (C.A.R. Form DCE).
- F. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award.**
- 20. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within **5 (or \_\_\_\_\_) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to paragraph 12; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. FORM VP).
- 21. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 22. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are a current lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are a current lien but not yet due. The Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller. See C.A.R. Form SPT or SBSA for further information. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 23. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be produced to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 25. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 26. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 31A.
- 27. DEFINITIONS:** As used in this Agreement:
- A. "Acceptance"** means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "C.A.R. Form"** means the specific form referenced or another comparable form agreed to by the parties.
- C. "Close Of Escrow"** means the date the grant deed, or other evidence of transfer of title, is recorded.
- D. "Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
- E. "Days"** means calendar days. However, after Acceptance, the last **Day** for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- F. "Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- G. "Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- H. "Deliver", "Delivered" or "Delivery",** regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8;
- OR** (ii) if checked,  per the attached addendum (C.A.R. Form RDN).
- I. "Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other party.
- J. "Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- K. "Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- L. "Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 28. BROKERS:**
- A. BROKER COMPENSATION** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

Buyer's Initials ( X ) ( \_\_\_\_\_ )Seller's Initials ( X FT ) ( X )

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**B. SCOPE OF BROKER DUTY:** Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Broker(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

**29. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

**A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6B, 14B and D, 15, 16B, 17, 18, 19F, 22, 27, 28A, 29, 33, 35, and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 28A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.

**B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance** (or  \_\_\_\_\_). Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.

**C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 28A and paragraph D of the section titled Real Estate Brokers on page 10.** Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 28A, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.

**D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.**

**30. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_      Seller's Initials FT / \_\_\_\_\_

**31. DISPUTE RESOLUTION:**

**A. MEDIATION:** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. **Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker.** Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 31C.**

**B. ARBITRATION OF DISPUTES:** Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 31C.

Buyer's Initials ( X ) ( \_\_\_\_\_ )

Seller's Initials ( X FT ) ( X )



**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ → Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.
- (2) **BROKERS:** Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

**32. TERMS AND CONDITIONS OF OFFER:**

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial such paragraph(s), a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

**33. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

**34. EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by \_\_\_\_\_, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked,  by 3  AM  PM, on May 28, 2014 (date)).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Date \_\_\_\_\_  
BUYER   
City of Ridgecrest  
(Print name)  
100 W. California Ave., Ridgecrest, CA. 93555  
(Address)

Date \_\_\_\_\_  
BUYER \_\_\_\_\_  
(Print name)

Additional Signature Addendum attached (C.A.R. Form ASA).

**35. ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED:** \_\_\_\_\_

Date 5/24/2014  
SELLER   
Francisca Torres  
(Print name)  
PO Box 1115, Inyokern, CA. 93527  
(Address)

Date \_\_\_\_\_  
SELLER   
Octavio Torres  
(Print name)

Additional Signature Addendum attached (C.A.R. Form ASA).

( \_\_\_\_\_ / \_\_\_\_\_ ) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_  AM  PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.**

Buyer's Initials (  ) ( \_\_\_\_\_ )

Seller's Initials ( XFT ) (  )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**REAL ESTATE BROKERS:**

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Coldwell Banker Best Realty BRE Lic. # 01208684  
 By David Eriksen BRE Lic. # 01325697 Date 24 May 2014  
 Address 710 N. China Lake Blvd. City Ridgecrest State CA Zip 93555  
 Telephone (760) 375-3855 XT 155 Fax \_\_\_\_\_ E-mail david@bestrealty.net

Real Estate Broker (Listing Firm) Coldwell Banker Best Realty BRE Lic. # 01208684  
 By David Eriksen BRE Lic. # 01325697 Date 24 May 2014  
 Address 710 N. China Lake Blvd City Ridgecrest State CA Zip 93555  
 Telephone (760) 375-3855 XT 155 Fax \_\_\_\_\_ E-mail david@bestrealty.net

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), counter offer(s) numbered \_\_\_\_\_  Seller's Statement of Information and  Other \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 29 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions, if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder is licensed by the California Department of  Corporations,  Insurance,  Real Estate. License # \_\_\_\_\_

**PRESENTATION OF OFFER:** ( \_\_\_\_\_ ) Listing Broker presented this offer to Seller on \_\_\_\_\_ (date).  
 Broker or Designee Initials

**REJECTION OF OFFER:** ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date).  
 Seller's Initials



ADDENDUM (C.A.R. Form ADM, Revised 4/12)

No. ONE -1-

The following terms and conditions are hereby incorporated in and made a part of the: [ ] Residential Purchase Agreement, [ ] Manufactured Home Purchase Agreement, [ ] Business Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [X] Vacant Land Purchase Agreement, [ ] Residential Income Property Purchase Agreement, [ ] Commercial Property Purchase Agreement, [ ] Other

dated May 23, 2014, on property known as APN 084-050-04 Inyokern Rd Inyokern, CA. 93527

in which City of Ridgecrest is referred to as ("Buyer/Tenant") and Francisca Torres, Octavio Torres is referred to as ("Seller/Landlord").

1.) The City of Ridgecrest is purchasing 1.33 Acres +- of APN 084-050-04 Located per Exhibit "A".

2.) The City of Ridgecrest Shall Pay all costs of this transaction including but not limited to, All Permits, Inspections, Studies, Engineering, Mapping (to create the 1.33 Acres +- per exhibit "A") Required to Close this Transaction. All Title and Escrow Fees and Coldwell Bankers Commission of Nine Hundred Dollars (\$900).

3.) The Close of Escrow Shall Be Ninety (90) Days from the opening of Escrow. With three (3) Thirty (30) Day Extensions if needed due to the Mapping process.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date Date 5/24/2014

Buyer/Tenant X City of Ridgecrest Seller/Landlord Francisca Torres

Buyer/Tenant Seller/Landlord X Deceased Octavio Torres

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ADM REVISED 4/12 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Reviewed by Date



Bayer

Saller ET

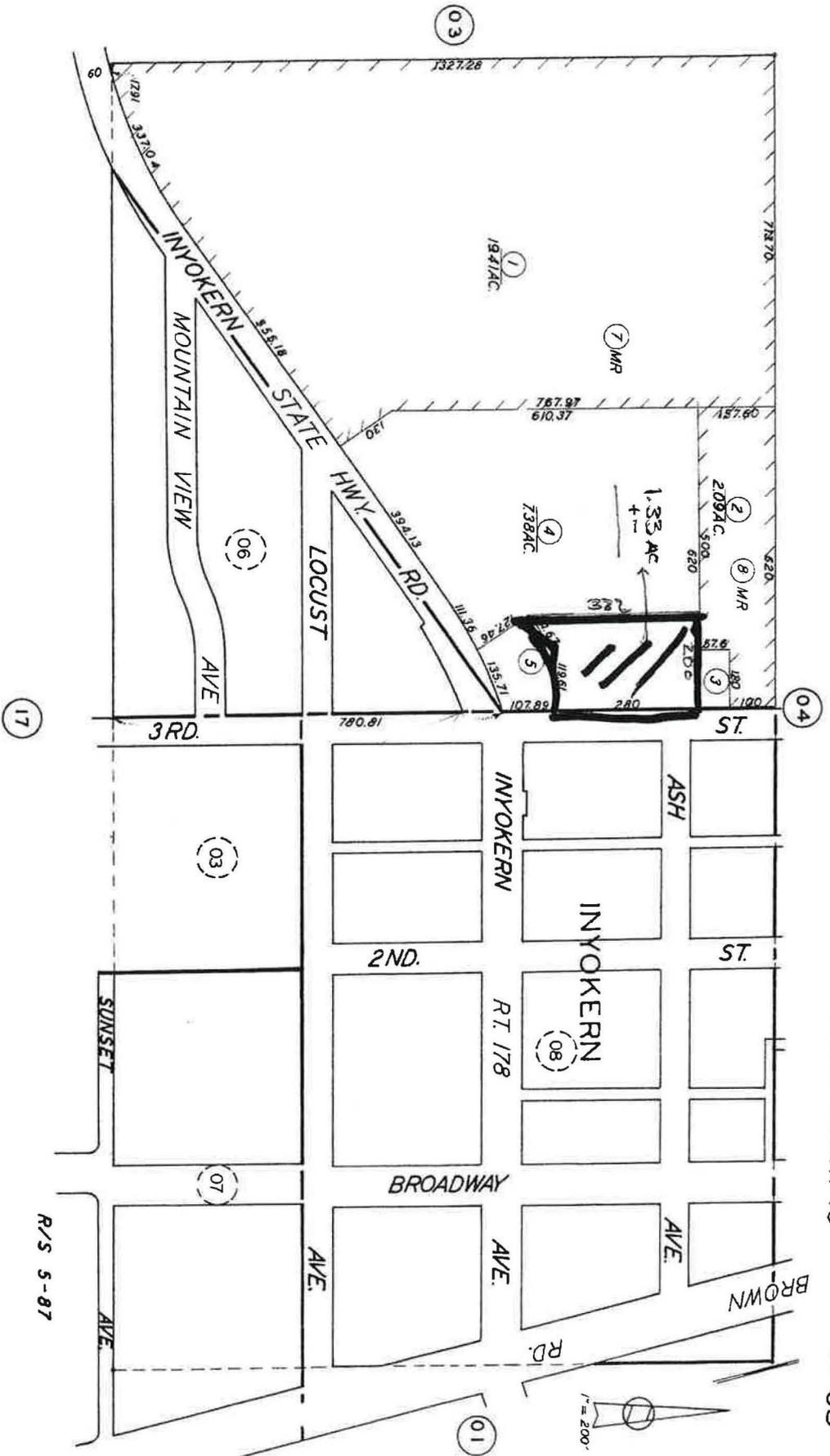
84-05

1/2 OF NE1/4 OF SEC. 30

T. 26 S. R. 39 E.

SCHOOL DIST. 111-16

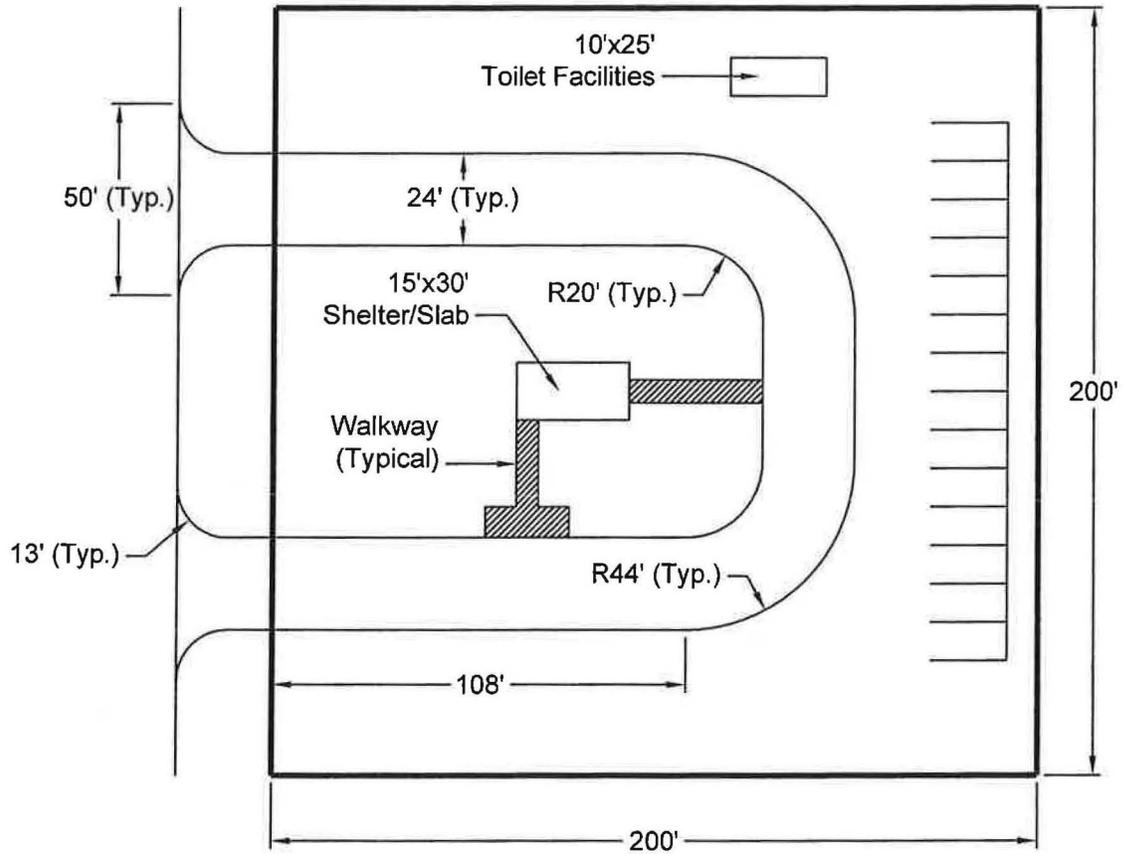
84-05



Note: This map is for assessment purposes only. It is not to be construed as purporting legal ownership or divisions of land for purposes of zoning or subdivision law.

ASSESSORS MAP NO. 84-05  
COUNTY OF KERN

# RIDGECREST TRANSIT TRANSFER STATION AT INYOKERN



Scale: 1" = 50'

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**7**

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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 May 21, 2014

**PRESENTED BY:**

Rachel J. Ford, City Clerk

**SUMMARY:**

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of May 21, 2014

**FISCAL IMPACT:**

None

Reviewed by Finance Director:

**ACTION REQUESTED:**

Approve minutes

**CITY MANAGER 'S RECOMMENDATION:**

Action as requested: Approve Draft Minutes

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

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

**May 21, 2014  
6:00pm**

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 6:00pm**

**ROLL CALL**

Council Present: Mayor Dan Clark, Vice Mayor Marshall ‘Chip’ Holloway, Council Members Jim Sanders and Lori Acton

Council Absent: Council Member Steve Morgan

Staff Present: Acting City Clerk Ricca Charlon, Acting City Manager Chief Ron Strand, City Attorney Keith Lemieux, and other staff

**APPROVAL OF AGENDA**

- Item #5 – Amend staff report to change “from Economic Development TAB funds” to “from to be determined source next fiscal year”.
- Item #4 - Note change in contract language for Sunland Project – new contract showing changes became available today and presented to Council at meeting and available to public at meeting.

*Motion To Approve Agenda as amended By Council Member Sanders, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 4 Ayes; 0 Noes; 0 Abstain; 1 Absent (Morgan).*

**REGULAR SESSION – 6:00 p.m.**

- Pledge Of Allegiance
- Invocation

**CITY ATTORNEY REPORT - None**

**PUBLIC COMMENT - Opened and Closed At 6:07pm**

## AGENDA - CITY COUNCIL - REGULAR

May 21, 2014

Page 2

### PRESENTATIONS

1. **Presentation Of Proclamations To Members Of Local Clubs Recognizing Motorcycle Awareness Week** Clark

- Council presented proclamations to five (5) local motorcycle groups – Eastern Sierra Harley Owners, Worn & Weathered, Disturbed Souls, High Desert Hotties and Iron Order

1(a). **Presentation Regarding May 14, 2014 Letter From Kern County Auditor-Controller-County Clerk (KCACCC) Regarding AB1484 And Corresponding Property Tax Allocation Adjustment By KCACCC Staff**

Clark

- Mary Bedard, of the Kern County Auditor-Controller's office gave a history concerning legislation pertaining to the RDA and the reason for the letter. Revenue and Taxation Code Section 96.1 allows an auditor controller to make corrections over a three year period. She plans to make that adjustment to our allocation and spread it out over three years. RDA dissolution legislation determines the amount and we just enforce.
- Holloway – who recognized this overpayment - KCACC or DOF?
- Bedard – KCACC county counsel office noticed it and had to report it. Auditor's office is still having discussions with the state regarding this adjustment.
- Lemieux – I understand the county counsel did the analysis; could you have the analysis sent to my office?
- Bedard – yes, I will talk with them and have it sent.
- Clark – payments hit the cap, anything above that goes to schools – is there any option to pay up to the cap and pay the money the following year?
- Bedard – dissolution legislation does not allow for what you are suggesting but again her office is still talking to the DOF.
- Sanders – what is the due date on this?
- Bedard – \$294,000 this year and assuming the DOF agrees with this action after our discussions, 2 additional payments will be taken in consecutive years.
- Clark – what is the cap? How did they figure it?
- Bedard – it is based on what each entity would have gotten had there been no RDA and I don't have the number with me.

2. **Presentation Of The City Of Ridgecrest Sales Tax And Economic Review By Bret Harmon Of Muni-Services** McQuiston

- Bret Harmon of Muni-Services gave a power point presentation regarding City of Ridgecrest Sales Tax and Economic Review. (copy available in the City Clerk's office)

**AGENDA - CITY COUNCIL - REGULAR**

**May 21, 2014**

**Page 3**

**Public comment opened at 7:10**

- D. Mathews – regarding top 25 businesses that top in sales tax – surprised to see some and not others, is there a way of finding out how some rank? Slide 11 – where is that info from?
- Harmon – I can give a top 100 but it would be in alpha order and you would not be able to see the percentage. Slide 11 info is from census data.

**Public comment closed at 7:14**

**CONSENT CALENDAR**

3. Adopt A Resolution Rejecting All Bids On A Construction Contract For The Federal Safe Routes To School Cycle 3 Project Culp
4. Adopt A Resolution To Approve The Professional Service Agreement With The Engineering Firm Of Willdan Engineering Inc. To Provide The Construction Management For The Sunland Avenue Project From East Ridgecrest Boulevard (SR 178) To East Upjohn Avenue And Authorizing The City Manager, Dennis Speer, To Execute The Agreement Contingent Upon The City Attorney's Review And Approval Of The Agreement Culp
5. Adopt A Resolution To Approve A Professional Service Agreement With The Consulting Firm Of PMC World For A Housing Element Update For The City Of Ridgecrest And Authorize The City Manager, Dennis Speer, To Sign The Agreement Upon Approval Of The City Attorney Alexander
6. Adopt A Resolution By The City Council Of The City Of Ridgecrest, Sanitary District And The City Of Ridgecrest Approve The Grant Of Easement On Three Separate Parcels To Southern California Edison Company As Part Of The Downs Substation Project And Authorize The Mayor To Sign The Grant Of Easement And Offer Of Acceptance Culp
7. Accept For File The Quarterly Investment Report For Quarter Ending March 31, 2014 McQuiston
8. Adopt A Resolution Of The City Council Of The City Of Ridgecrest, Approving The Salary Schedules For Employee Classification McQuiston
9. Adopt A Resolution Of The Ridgecrest City Council Authorizing The City Manager To Execute A Real Estate Sales Agreement To Purchase Property Located At 602 W. Ridgecrest Blvd. Parsons

**AGENDA - CITY COUNCIL - REGULAR**

**May 21, 2014**

**Page 4**

**10. Adopt A Resolution Designating Voting Delegates And Alternates To Attend The League Of California Cities Annual Conference In Los Angeles On September 3-5, 2014** Ford

**11. Approval Of Draft Minutes Of The Regular City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Minutes Dated May 7, 2014** Ford

Items Pulled from Consent Calendar

- Item Nos. 5, 6, 9

*Motion To Approve Consent Calendar Items 3, 4, 7, 8, 10, And 11 Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 4 Ayes; 0 Noes; 0 Abstain; 1 Absent (Morgan).*

Item No. 5 Discussion

Sanders- Asked for explanation in regards to funding. When is this contract payable?

M. Alexander – payments are in increments based on work performed. This fiscal year's budget has 35k in it so it will pay the majority of the contract.

D. Mathews – why do we still need a housing element?

M. Alexander – it is a provision by the State and if we don't we would be putting into jeopardy CDBG grants and various other grants.

Holloway – page 2.2 – Regional Housing Needs Progress and doesn't believe this is accurate.

Alexander – not sure how KernCOG came up with this number. But bear in mind they used 2002 data and since then we have built Larkspur and others so we should be much closer to meeting the needs and that number lower than reported.

Acton – Can certain housing not in the subsidized area still be used in this data?

Alexander – yes, it can still be considered.

*Motion To Approve Consent Calendar Item No. 5 Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 4 Ayes; 0 Noes; 0 Abstain; 1 Absent (Morgan).*

Item No. 6 Discussion

D. Mathews – is this the infamous pole at Downs and R/c Blvd SW corner?

Culp – No, this is in regards to pole relocation and the Downs substation improvements

*Motion To Approve Consent Calendar Item No. 6 Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 4 Ayes; 0 Noes; 0 Abstain; 1 Absent (Morgan).*

## AGENDA - CITY COUNCIL - REGULAR

May 21, 2014

Page 5

### Item No. 9 Discussion

D. Mathews – does the city own the west side of the corporate yard?

Parsons – interesting question because the State says the RDA owns it and not the city so we are not sure of that.

*Motion To Approve Consent Calendar Item No. 9 Made By Council Member Acton, Second By Vice Mayor Holloway. Motion Carried By Roll Call Vote Of 4 Ayes; 0 Noes; 0 Abstain; 1 Absent (Morgan).*

## PUBLIC HEARING

### **12. Conduct A Public Hearing And Approval Of Two Resolutions Confirming The Annual Report And Levying And Collecting On Landscape And Lighting District 2012-01** Culp

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

Holloway – are we required to get a reconciliation report of the funds?

Culp – we will once we get actual costs associated with the project.

Public Hearing opened and closed at 7:31

*Motion To Approve A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA, CONFIRMING THE ANNUAL ENGINEER'S REPORT AND THE ASSESSMENT DIAGRAM CONNECTED THEREWITH; AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2014/2015 Made By Council Member Acton, Second By Council Member Sanders . Motion Carried By Roll Call Vote Of 4 Ayes; 0 Noes; 0 Abstain; 1 Absent (Morgan).*

*Motion To Approve A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LANDSCAPING AND LIGHTING DISTRICT NO. 2012-1, FOR FISCAL YEAR 2014/2015 Made By Council Member Sanders, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 4 Ayes; 0 Noes; 0 Abstain; 1 Absent (Morgan).*

## DISCUSSION AND OTHER ACTION ITEMS

### **13. Adopt A Resolution Of The City Council Of The City Of Ridgcrest To Approve The Revised Rate Request For Solid Waste Services (Attached) And Adjust The Administrative Fee By 1.8% For FY 14/15** Culp

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

Acton – Did we build these adjustments into the contract so we have to do this?

Lemieux – You do have the option of when you change them, but you do have to do it.

**AGENDA - CITY COUNCIL - REGULAR**

**May 21, 2014**

**Page 6**

Public Comment opened and closed at 7:40

*Motion To Adopt A Resolution Of The City Council Of The City Of Ridgecrest To Approve The Revised Rate Request For Solid Waste Services And Adjust The Administrative Fee By 1.8% For FY 14/15 Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 4 Ayes; 0 Noes; 0 Abstain; 1 Absent (Morgan).*

**14. Adopt A Resolution Of The Ridgecrest City Council Approving The Economic Development Proposed Uses And Budget For The Departments \$2 Million Dollar Allocation Of 2010 Tax Allocation Bond (TAB) Funds**

**Parsons**

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

Acton – On property abatement, does that take into account that property owners need to be held accountable?

Strand – primary use will be on dilapidated buildings. The department has 9 properties in mind right now - 933 W. Inyokern rd., S. Sunset St., Upjohn Ave., W. St. George, corner of St. George and Guam, W. Benson, two on W. Boston, and corner of Church and Warner. We have found a lot of them the owners are deceased and there are no living heirs.

Acton – will the signage being considered be consistent through town?

Parsons – yes, that is the plan. We are working in conjunction with RACVB and other entities.

Clark – What is the time frame for the blight abatement once allocation is made?

Strand – We could do several very soon and believe that most could be done within 18 months. ....

Clark- Is there a consideration for some old town signage on Balsam?

Parsons – this would be a joint project and I have not heard RACVB mention that. It is not to say that is not his plan. I would not think you will see a lot of signage for Balsam.

Sanders – how far can you go with 55k?

Parsons – depends on the size, design, etc. of the signs.

Acton – if we allocate these funds and these proposals come forward, are we locked in?

Parsons – no you can change it I am just looking for a working base.

Holloway – Based on the option we are able to change the distribution, why are we being asked to approve a resolution? I am confused about the numbers – Economic Developments (ED) original allocation you were supposed to get compared to the 2 million we are talking about here is a big difference – less going to ED. Of your original 4.7 million allocated to ED how are you left with 2 million? I think these numbers are wrong and we need to be rock solid on them before we allocate and vote on them.

**Public Comment opened at 8:10pm**

J. O'Neill – He caught Bret Harmon from Muni Services in the hall and asked what would be the best tax multiplier? He stated brick and mortar, so I agree with chip – the numbers should be solid prior to vote.

## **AGENDA - CITY COUNCIL - REGULAR**

**May 21, 2014**

**Page 7**

S. Rajtora – looking at last CAFR our property tax in FY10 was 10million and this year's projected budget is set for 2.3million. We are in a hole and we need the industrial development to get the most leverage. In regards to abatement, it is necessary but we have a limited amount of money and he feels we are shorting the budget for industrial. Additionally, what is the status of getting the 3million back from the State?

Lemieux – we are moving forward on the legal stance and it is still in process. Don't expect to see anything in the next 6 months.

C. Vaughn - Council has nothing more important to do but do something about the economic development in the city. We need a plan, not just words, someone doing the work. We need diversity and job growth. We have lived too long with one major employer that does not pay taxes.

B. Campbell – agrees with Vaughn. Council needs to figure out what type of business.

S. Gorman – agrees with Vaughn. What will go on between now and the selection of funding? Will the proposers be allowed to go head to head? Agrees with Chip that council should be sure on the amounts they are allocating.

Parsons – intention is to provide Council with a table identifying data along with the proposals so we can have discussions. We do need to decide on how we should analyze- should the proposers be here to answer questions?

### **Public Comment closed at 8:40pm**

Acton – believes we need to follow Chips train of thought and examine the funds allocation discrepancy – hoping for an increase to Economic Development.

Sanders – He is open to as much industrial funding as possible but agrees with some abatement use of funds. Are the funds for abatement actual or estimated? Thinks we should not fund signage.

Strand – The funds needed are just a ball park. He estimates 8-12K per property and about 20-25 properties in the city need to be abated.

Holloway – the numbers don't make sense. Economic development should have more money than this. Do you have enough direction without us passing the resolution? He does not think it is necessary. Retail is not what we need except for what we have, and are, spending on Kosmont. That is enough. We need diversity and economic development to help our tax base succeed. He wants to table the topic.

Clark – agrees with everyone so far but wants to pass the resolution. Believes we should use the matrix not have the presenters here for a popularity contest. He agrees with some signage allocation. Could we change industrial and retail development to business development and eliminate signage then pass it?

Sanders – believes we need to have the numbers correct before moving forward.

Acton – also believes we need to have better understanding of the numbers/allocation.

Holloway –Wants a minimum of 1.5M to business industrial development but wants to table the idea.

Parsons – I am getting the idea. You want to maximize the amount of money into industrial development.

## AGENDA - CITY COUNCIL - REGULAR

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Holloway- pick an idea and present it to us... tell us to find the money. If they are good projects, tell us that! Are they viable? Is there a growth potential? SOMEBODY MAKE A DECISION!

Alexander – 4 years ago the Economic Development conference had a key note speaker who was here a day early and drove the town. He mentioned he could not find the downtown and the community was on board with how important it was along with directional signage to get there. Matthew agrees with this philosophy and he doesn't believe we should throw out the signage allocation.

Council agrees to table the topic till future meeting.

*Motion To Adopt A Resolution Of The Ridgecrest City Council Approving The Economic Development Proposed Uses And Budget For The Departments \$2 Million Dollar Allocation Of 2010 Tax Allocation Bond (TAB) Funds Made By Council Member Sanders, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 4 Ayes; 0 Noes; 0 Abstain; 1 Absent (Morgan).*

### **15. Presentation Of Budget Projections For Fiscal Year 2013-14**      **McQuiston**

Rachelle McQuiston - Presented the report as published in the posted agenda. (copy available in City Clerk's office)

## **COMMITTEE REPORTS**

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

Members: Jim Sanders, Dan Clark

Meetings: 3<sup>rd</sup> Tuesday of the Month at 4:00 P.M., Kerr-McGee Center

Next Meeting: To Be Announced

Sanders – Committee talked about truancy, School attendance review board (SARB), juvenile arrests are down. Preventative measures are working and good job to the police dept. Next meeting July 15<sup>th</sup> @ 4pm.

### **Veterans Advisory Committee**

Members: Dan Clark

Meetings: 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the Month At 6:00 p.m., Kerr McGee Center

Next Meeting: To Be Announced

Clark – missed the meeting

### **Ridgecrest Area Convention And Visitors Bureau (RACVB)**

Members: Chip Holloway

Meetings: 1<sup>st</sup> Wednesday Of The Month, 8:00 A.M.

Next Meeting: To Be Announced - June 4<sup>th</sup>

Have not met.

## AGENDA - CITY COUNCIL - REGULAR

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### OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Acton – Jawbone and the Ridgecrest Roundtable are both discussing the bill for Cuddieback.

IWV Coop water management did not meet because of the Special water meeting held this month.

There will be a meeting Tuesday June 3<sup>rd</sup> @ Noon in City Hall for Special Project Consultant Discussions – open to the public.

### CITY MANAGER REPORT - None

### MAYOR AND COUNCIL COMMENTS

Sanders –

- Had fun doing R/C Blvd. groundbreaking. Happy to see it moving forward. Thanked Loren for his help with it.
- Appreciate the discussions on economic development and thanked Gary for bringing it forward. Would like to see an ED plan that defines a strategy.

Holloway –

- Went to Taft with Speer to ED meeting. They have an ED plan and he feels like we need a plan and then figure out how to pay for it. We need to do a regional plan to capitalize and leverage our community. Wants to see the special project consultant because he has ideas for grants that he could work on.
- Thanked Loren for his groundbreaking efforts today.
- Commented and thanked Steve Morgan on efforts throughout the ENTIRE Ridgecrest Blvd. project.
- Banner in council chambers – would like to put a challenge out to the community and special interest groups – He wants to see the ‘in god we trust’ banner become a permanent in council chambers.
- One of the biggest obstacles is the STEP program for city employees. It should be grandfathered to current staff but going forward we need to adjust it.
- We don’t have drive by shootings, massage parlors, gangs. We have created a culture that we don’t accept those things – thanked Chief for his efforts.
- **Will not be at the next Council meeting**

Acton –

- Budget hearings next week
- Present for Marshall’s opening and was excited to see public lined up to get in.
- Harris Brokke retired and he has been an icon in our community – thanked him for his efforts.
- Happy to see that Fairgrounds dedicated one of their buildings to the Auld family.
- Idea symposium was amazing.
- Let’s not drag out the use of TAB funds and Economic development – the community needs it.

## **AGENDA - CITY COUNCIL - REGULAR**

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Clark –

- There is staff that has not had a COLA in eight years – we need to keep that in mind going forward talking about STEP program and the upcoming budget.
- Petroglyph festival breakfast made about \$1300. The committee has about \$58,000 in income so far with approximately \$55,000 in expenditures.
- Jodi Rummer retired and thanked her for her commitment.
- Clark, Parsons, Alexander met with seniors at the senior housing. Talked about how one lady made a comment about making only 900/month and they are looking for an expansion on the garden they have access to. Think about dropping off food or little things for them as they barely are making it. Staff is working on a Transit adjustment to the route to better serve our seniors.
- Budget meetings 27 – 29; 9am – 6pm each day.
- Groundbreaking for Ridgecrest Blvd. was exciting. Working on going for Drummond, Norma and other streets and this excites us and the community. Asked the public to be patient and conscious of the work – drive safe.

**ADJOURNMENT – 9:33pm**



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

**SUBJECT:**

Draft Minutes of the Special Adjourned Budget Hear of City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Dated May 27, 2014 Thru May 29, 2014

**PRESENTED BY:**

Rachel J. Ford, City Clerk

**SUMMARY:**

Draft Minutes of the Special Adjourned Budget Hear of City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Dated May 27, 2014 Thru May 29, 2014

**FISCAL IMPACT:**

None

Reviewed by Finance Director:

**ACTION REQUESTED:**

Approve minutes

**CITY MANAGER 'S RECOMMENDATION:**

Action as requested: Approve Draft Minutes

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

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

**May 27, 2014  
9:00am**

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 9:00am**

**ROLL CALL**

Council Present: Mayor Dan Clark, Vice Mayor Marshall 'Chip' Holloway, Council Members Jim Sanders and Lori Acton

Council Absent: Council Member Steve Morgan

Staff Present: City Manager Dennis Speer, Acting City Clerk Ricca Charlton, Chief Ron Strand

**APPROVAL OF AGENDA**

*Motion To Approve Agenda By Vice Mayor Holloway, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 4 Ayes; 0 Noes; 0 Abstain; 1 Absent (Morgan).*

**SPECIAL SESSION – 9:00 a.m.**

- Pledge Of Allegiance
- Invocation

**PUBLIC COMMENT - None**

**DISCUSSION AND OTHER ACTION ITEMS**

**1. Budget Hearings for Fiscal Year 2014-2015 Budget**

**McQuiston**

- City Manager Speer gave a power point presentation regarding a Review of Goals, Perspective, Process, Factors, Observations, Principles, Conditions, Controls, Considerations, Challenges, & Priorities. (copy available in the City Clerk's office)

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

May 27, 2014 thru May 29, 2014

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- McQuiston –
  - This is a balanced budget being presented.
  - One notable change is Measure L has surpassed anticipated revenues so we did show higher anticipated number for 14/15.
  - No ISF funds charged to any departments except for fleet maintenance.
  - Used Muni-Services estimated recommendation for sales tax in general government 4199 (with the new Marshalls, Joann's, etc.) – we will need to monitor that closely.
  - Rebates from solar field about to expire so adjustments have been made for that under 4199 'other revenue'.
  - Kern County building inspections has not billed us for many years. We have tried to get invoiced and due to no response we are not allocating money towards that in the budget for FY14/15. Believes when we are billed we should be given ample time to pay and so she will budget in the next appropriate budget.
  - Two years left on Leroy Jackson County Park (LJCP) so that should reduce parks maintenance in the future if we don't negotiate to keep it. Decision should be made sooner rather than later as Patin struggling with putting TAB funds into that facility.
    - Acton – how much revenue if any comes from LJCP?
      - Patin - We have an agreement with Youth softball partially this year and looking to be full time next year.
    - Acton - With B&G club closing are you doing any after school program?
      - Patin - Just found out about them closing and summer plans already made for this year so looking forward we are looking to do this to take up the loss and generate more revenue.

### Action Items:

- Do we get election reimbursements? If so, how much? If not, when did it stop and how much was it?
- IT staff do a pros/cons list for laptops vs. desktops
- Does chamber payment of \$2500 not need be paid for 3, 5, or 10 years?
- Parks & Rec formula on how to increase capital outlay account
- Break down for 9XXX transfers of \$352,034 & 1,310,663

### Council comments:

Sanders – would like to see Measure L dollars swapped and not spent on salaries. It is temporary revenue and spending that on salaries is not wise.

Clark - estimated reserve with this budget?

McQuiston - \$900,000 this year FY13/14. Next year FY14/15 \$215,000 for the good but this needs to be set aside for Auditor-Controller. We are lucky to hopefully not have to dig into reserve to pay them back.

## **AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING**

**May 27, 2014 thru May 29, 2014**

**Page 3**

Clark – stated that he believes the pursuit of the \$722 from solid waste is necessary.

Holloway – so the budget lines are swept and tight, correct?

McQuiston – with the \$117,000 from Kern County building being put off and the Muni-services projected revenue in sales tax we have balanced the budget. TOT has taken off this year and she is anticipating \$300,000 more than budgeted. Revenues are increasing and having the time to review the grant opportunities and manage the reporting are going to really help going forward in her department. Also, the cost accounting system would cut her time in making the budget process more productive.

Holloway- is the TOT showing in the budget?

McQuiston – it is reflected in this budget.

Sanders – If Kern County building inspections were billed to us we would require a mid-year adjustment, correct?

McQuiston – I am hoping that sales tax rockets and we should be okay.

### **Public Comments:**

Stan Rajtora – Congrats to Mr. Patin on making Recreation self-supporting. We need to look at future stability of our budget and Measure L is one time monies. How it is being spent and 1.35 million is going to salaries he is concerned about setting someone up for a real fall in a couple years and it needs to be considered before budget is finalized. Additionally, there is going to be an end to the \$250,000 coming from the RDA. Looking at City Manager budget – 4120- His salary should come from overhead funds. How much of the spread from city manager salary is coming from Admin or PW? Or P\$R? (None). or PD? (None) It would be nice to know how salaries are proportioned and council should see this before passing the budget.

McQuiston – City Manager salary is coming from (indirect cost) in PW (about 10% from WW) and (direct cost) in City Manager account line.

### **Council comments:**

Holloway – reviewed his concerns since he will not be here tomorrow.

- Concerned is there anything in the details that are sacred to the Council that are not showing here?
- \$722 from Solid waste outstanding accounts doesn't want to throw good money after bad money. Good with selling to a collector for about the 8 cents on the dollar.
- Does the budget include actual streets light costs?
- WW water recycling is definitely something to pursue.
- Strategic plan implementation needs to be discussed
- Did we increase base line budgets before we added in measure L? The answer is no and we need to reiterate that for the public.
- Are there any anticipated allocations for any increase in costs for bargaining and PERS?
- What is the trend and percent of budget for payroll and benefits and how is increase or decreases reflected?

**AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING**

**May 27, 2014 thru May 29, 2014**

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Holloway *(continued)*

- CDBG money designated to B&G club – did it get paid?
  - Acton - No it went to handicap access.
- Still on the table is sole source contract that is not budgeted. – 26K is shown as a professional service agreement under city council.
- We are not looking at staff reductions, ED is safe for at least one more year, etc. so from what he sees there is really not that much to do.
- Would like to see Long Beach presentation (Pro portioned share) done at council meeting.

Acton – How will CDBG money be affected by the remodel monies that will need to be paid back if they do not stay in the building?

McQuiston – don't believe there are any cuts that were not shown from last year.

- We have utility audit company coming on board and they say they can negotiate with SCE so we are not looking to pay 10K next year and it is not included in budget recommendation.
- We had other areas that showed an increase besides measure L. I will highlight any increases.
- Debt service line is just expense revenue transaction. I can show something that shows how our cash flow goes in and out. WW loan does not hit a revenue and expense account but does affect cash flow.
- PERS will not affect this upcoming year and no allowance is given for bargaining units at this time.
- Will come back with requests and resolution to approve budget. Would you like to approve budget at Council meeting or budget hearing?
  - Holloway- Council meeting to allow public comment

Non general fund will be presented tomorrow at 10am.

**CITY MANAGER REPORT** - Reserving comments till after requests to staff are brought back tomorrow.

**MAYOR AND COUNCIL COMMENTS** – Reserving comments till after requests to staff are brought back tomorrow.

**ADJOURNMENT** – adjourn @ 12:00 noon to 10am Wednesday.

**RECONVENED** – Meeting reconvened @ 10:00 a.m. Wednesday, May 28, 2014

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

May 27, 2014 thru May 29, 2014

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### ROLL CALL

Council Present: Mayor Clark, Council Members Sanders and Acton

Council Absent: Vice Mayor Holloway, Council Member Morgan

Staff Present: City Manager Dennis Speer; City Clerk Rachel J. Ford;  
Finance Director Rachelle McQuiston; and other staff

### PLEDGE AND INVOCATION

### PUBLIC COMMENT OPENED AT 10:16

- No comments presented

### CONTINUATION OF BUDGET DISCUSSION

Dennis Speer

- PowerPoint presentation. *(Copy Available In The City Clerk's Office)*
  - Review of Public Works budget allocations
  - FY 2013-14 accomplishments.

Dan Clark

- Inquired about signs for pavement projects
  - Dennis Speer responded will be available at next council meeting

Lori Acton

- Inquired if crack and pothole repair counts as pavement
  - Dennis Speer responded preparation for paving
- Clarified difference between paving and maintaining roads
  - Dennis Speer responded with process used to estimate cost for maintaining roads at a minimum level.

Rachelle McQuiston

- Reviewed proposed detail budget for the Gas Tax Fund
- Includes Streets, Transit, and Wastewater.

Dan Clark

- Inquired about the engineer position and increases to maintenance for streets
  - Dennis Speer responded with explanation of reorganization of streets division.

Lori Acton

- Expressed appreciation for the increases to streets

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

May 27, 2014 thru May 29, 2014

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Jim Sanders

- Inquired why the budgeted amount for Gas Tax was lower than anticipated
  - Rachelle McQuiston – number is not complete, still transferring funds over.
- Questioned amount paid to SCE for street light rentals.
  - Dennis Speer responded with rating
  - Rachelle McQuiston responded current utility audit in hopes of lowering the rating
- Inquired about taking ownership of the lights
  - Dennis Speer commented on previous proposal and explained the LS1 and LS2 rates and desire to bring proposal back to council for further discussions.
- Inquired if the pole is purchased from SCE and converted to solar, would payments to SCE continue
  - Dennis Speer responded on differences between types of poles and feasibility.
- Could TAB funds be used for conversion
  - Dennis Speer responded affirmatively

Lori Acton

- Inquired about costs for converting from SCE
  - Dennis Speer responded.
- Lori Acton questioned possibility of solar street lights
  - Dennis Speer responded will come back with information

Dan Clark

- Reviewed increase to benefit package for street maintenance
  - Rachelle McQuiston responded direct increase proportionate to increased salaries.

Lori Acton

- Clarified if the salaries included the extra help budgeted.
  - Rachelle McQuiston responded it included the extra help and reviewed the increases for previous years.

Jim Sanders

- Inquired how much Measure 'L' dollars were put into the Gas Tax Fund
  - Rachelle McQuiston responded approximately \$800
- Asked for the total anticipated or received this year
  - Rachelle McQuiston responded
  - Dennis Speer spoke on the allocations made by council and funds designated. Overage is to go toward streets.
  - Rachelle McQuiston noted the general fund has both police and engineering allocations from Measure 'L'

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

May 27, 2014 thru May 29, 2014

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Jim Sanders *(continued)*

- Reviewed figures, approximately 35% toward streets last year and this year approximately 60% is budgeted toward streets.
- Commented on approval that funds are moving in the right direction.
  - Dan Clark inquired how Jim Sanders arrived at the percentages
    - Jim Sanders responded with process used.

Rachelle McQuiston

- Reviewed street sweeping allocation as only as necessary therefore \$1000 was budgeted
- Commented future street sweeping needs to be in a special district
- Dennis Speer referenced City of Fresno street sweeping costs being collected as a utility fund and offered to bring back to council
- Jim Sanders commented on loose gravel on the road and danger for motorcycle riders, expressed approval to bring back street sweeping and possibility of negotiating the costs.
- Dennis Speer reviewed dump tipping costs in excess of \$90,000 and EPA water studies which resulted in the loss of street sweeping services due to hazardous materials.
- Jim Sanders suggested trying to find a way to get around that determination of hazardous materials getting into the aquifer. Suggested looking for solutions and bringing back to council

Rachelle McQuiston

- Reviewed budget transfers
- Reviewed Transit Fund budget
- Jim Sanders requested clarification of the revenues
  - Rachelle McQuiston reviewed breakdown of revenue sources for Transit
  - Dennis Speer clarified TDA fund.
- Lori Acton inquired about the funding from Prop 1B
  - Dennis Speer responded with information on bus garage and transfer station.
- Rachelle McQuiston revised the intergovernmental revenue to \$300,000 as Prop 1B funding had already been received.
- Jim Sanders inquired on Capital outlet
  - Dennis Speer responded the bus garage construction project which has begun.
- Jim Sanders inquired about transfer to other funds in the amount of \$400,000
  - Rachelle McQuiston – risk management and general fund administration.
- Jim Sanders inquired about the significant increase
  - Rachelle McQuiston calculated on actual expenditures and if not spent city will not get total funds.
- Jim Sanders inquired about risk management

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

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- Rachelle McQuiston includes workers compensation, claims, damages, judgments, insurance premiums, etc.

### Rachelle McQuiston

- Reviewed wastewater fund
- Dan Clark inquired about the fee increase for the Navy
  - Dennis Speer Navy has not paid since January, currently waiting for negotiations. Legitimate concerns about the rate increase and numbers have been recalculated. Currently suggesting adjustment to \$1.05
- Dan Clark asked if the new plant building project is reduced to 5 years what impact would it have on the budget
  - Dennis Speer increase need to use reserve and speed up the need to line up other funding sources. Discussion of need to reach further into reserves and expectations in the first 5 years of fee increases.
- Dan Clark commented on the need to be proactive and attempt to get the new plant up and running sooner.
- Lori Acton calculated the acre square feet
- Dennis Speer Navy agreement allows up to 50% of the processed water.
- Lori Acton hoping Navy and County will help us meet the tertiary rates
- Lori Acton asked about the overtime needs
  - Dennis Speer plant requires a certain level of treatment operator for 24 hours and efforts to obtain more than the two we have has been ineffective.
- Lori Acton inquired about the laundry, telephone, and electric costs
- Lori Acton asked for explanation of testing supplies and difference between lab and medical
  - Dennis Speer explained the difference between well monitoring and water testing.
- Lori Acton requested explanation of the high telephone bill.
- Dan Clark inquired in the increase to materials and supplies expenditure to wastewater
  - Rachelle McQuiston explained collections and treatment cost breakdown and reclamation costs.
  - Dennis Speer responded the cost of maintenance and repairs of the existing plant and will provide a breakdown to Mayor
- Dan Clark asked if the new plant was not on the base and the impact to the new facility project.
- Lori Acton commented the Chub might be an issue.
  - Dennis Speer stated the Navy would still have flow and would have to compete with the Chub for water.
- Dan Clark commented on the impact of water levels and benefit to City of we look at lease option

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

May 27, 2014 thru May 29, 2014

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### Wastewater Fund *(continued)*

- Jim Sanders inquired about consultant for rate analysis and plant expansion project
  - Dennis Speer responded main consultant brought in a sub to do part of the analysis and will return to council with 30% design and RFP for design build. Council will review the alternatives and sighting. Trying to expedite, agreement gives 18 months which began in September.

### Rachelle McQuiston

- Reviewed reclamation budget
- Noted equipment needed to replace the 20+ year old tractor, bailer, and hay wagon.
- Jim Sanders inquired on revenue received from reclamation
  - Rachelle McQuiston responded
- Dan Clark questioned expenditure in the event the plant is moved and no longer utilize the alfalfa field
  - Dennis Speer equipment is beyond use life and are looking at used equipment as a replacement

### Rachelle McQuiston

- Reviewed wastewater transfers budget
- Overhead cost is less than the allowed 15%
- Dan Clark inquired on the loan repayment.
- Rachelle McQuiston explained the accounting process of declaring the loss in one year showing as a negative fund balance then annually payments are made which are gradually offsetting the negative fund balance. Will provide a cash flow
- Rachelle McQuiston commented on the HVAC loan. Will get back to council on why some expenditures/loans are handled differently.
- Still processing the RDA resolution.

### Jim Sanders

- Requested clarification on wastewater transfers
  - Rachelle McQuiston clarified administrative overhead costs and risk management.
  - Rachelle McQuiston explained the differences between balance sheet and cash flow loan documents available and will present to council at next projections discussion.

### Gary Parsons

- Reviewed the RDA dissolution which is controlled by DOF and oversight boards thru the ROPS.
- Commented on the oversight board's authority to reduce the CAP of \$250,000.
- Salaries and benefits must be related to RDA wind down and cannot be used for other salaries.

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

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Gary Parsons *(continued)*

- Highlighted school district payment, state controller's office payments, debt services TAB funds.
  - Jim Sanders inquired why only shown this year and not previous
    - Rachelle McQuiston commented on previous year transfers.
- Dan Clark clarified remaining timeline for completing the dissolution wind down
  - Gary Parsons responded that regulations are not clear on time line but potential of losing funding in 2017 while accounting obligations for Bonds would remain.
- Cautioned Council that in future will have to show expenditures more diligently in order to justify the need for \$250,000
- State controller's office is coming here for 3 weeks to audit RDA.
  - Dan Clark clarified the process and impact for City when a new oversight board will be selected. Potential budget reductions in future.
- Noted potential issues for use lease of the city hall buildings between City and RDA. State is claiming these properties as State and should be liquidated rather than public use building which we are challenging.
- Lori Acton noted a duplication of numbers
  - Rachelle McQuiston confirmed and will adjust before presenting to public.

Dennis Speer

- Requested council to make determination for staff direction
- Requested council discuss possible revisions
- Offered option to adopt the draft budget with amendments

Dan Clark

- Suggested Council could return at 2:00 p.m. and discuss further
- Could adopt today
- Could adopt tomorrow
- Could return at next council

### PUBLIC COMMENT

Stan Rajtora

- Discussed Measure 'L' Funding allocations between Police and Streets
  - Rachelle McQuiston – split is 50/50 after correcting an error
- Breakout of 9xxx transfer to other funds of administrative overhead
  - Rachelle McQuiston – two parts where other divisions give money for overhead, expense part is for Measure 'L'. do not have answer yet but hoping to have it in next couple of days.
- Requested a breakout of overhead expenditures
- Page 1 of wastewater, net wastewater reserve, requested total
  - 10.3 million but has to see what amount is in a reserve

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

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Stan Rajtora *(continued)*

- Referenced the 2010 CAFR where more than 11 million was in cash and a fiduciary fund loan for 2.7 million.
  - Rachelle McQuiston – solar field loan
- Asked if this would be repaid before new plant construction
  - Dennis Speer responded that is currently being discussed in the ROPS. Original payback was for 5 years and due in 2015.
- Commented on previous reports on reserve.
  - Rachelle McQuiston clarified the differences between budget and CAFR documents.
- Requested an updated version of the document.
  - Dennis Speer stated staff can produce an updated cash reserve.
- Stated this reserve number drives the fee and public needs an updated reserve document.
- Requested real numbers on paper.
  - Dan Clark commented on data as outdated
  - Lori Acton stated consultant did real time calculations which showed a miniscule change if the amounts were changed.
- Commented the assumptions may change the numbers but public has a right to know the actual numbers.
- Questioned changes in revenues
  - Rachelle McQuiston reviewed anticipated costs and factors which can increase or decrease the anticipated revenues.
- Asked for specific breakout of revenue coming from the navy.
  - Rachelle McQuiston reviewed anticipated revenue from the Navy which may change due to current negotiations.
- Requested clarification of administration and treatment regarding the Navy and calculated in excess of \$400,000. No need for us to subsidize the Navy.
  - Dennis Speer responded
- Sheet 2 under administration a charge in excess of \$700,000. Asked if this was collection rather than administration
  - Rachelle McQuiston responded it is engineering.
  - Dennis Speer commented on the original Provost and Pritchard contract which is phased with specific task orders. Commented on a delay due to EPA.
- Referenced \$800,000 for collection system in FY 2013-14
  - Dennis Speer responded the video survey of the lines. Estimate came in higher than anticipated. This is a carry over for the agreement.
- Questioned reclamation requirements.
  - Dennis Speer responded.

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

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Jim Sanders

- Requested a review of the Measure 'L' numbers before break
- Requested Council Member Morgan be present for adoption and prefers that take place at a regular meeting
- Comment the budget does not have much wiggle room so feels can continue at the next council meeting

Lori Acton

- Would like to approve at Wednesday council meeting but allow council to email questions for answers and suggested a short meeting on Monday before Wednesday approval.

Dan Clark

- Council Member Morgan not available until Wednesday so email questions and continue at next Wednesday meeting.
- Chip Holloway available tomorrow but gone on June 4 meeting date.

Lori Acton

- Concerned about passing before public can provide input.

Dan Clark

- Goal would be to meet tomorrow with Council Member Holloway's input and then a presentation to community on Wednesday.

Jim Sanders

- No doubt Council Member Morgan is staying abreast of the discussions.
- Have not had members of the public attend so would like more opportunity for public input.
- Suggested meeting tomorrow and gather Council Member Holloway's input then adopt on Wednesday with Council Member Morgan

Lori Acton

- Agree with meeting tomorrow with Council Member Holloway and then adjourn to regular council meeting with Council Member Morgan. Publish the proposed budget.

**ADJOURNMENT:** meeting adjourned at 12:43 p.m. to Thursday, May 29 at 10:00 a.m.

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

May 27, 2014 thru May 29, 2014

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**RECONVENED:** Meeting reconvened at 10:00 a.m. on Thursday, May 20.

### ROLL CALL

Council Present: Mayor Clark, Vice Mayor Holloway, Council Member Sanders

Council Absent: Council Members Acton and Morgan

*Motion To Approve Agenda Made By Council Member Holloway, Seconded By Council Member Sanders. Motion Carried By Roll Call Vote Of 3 Ayes (Mayor Clark, Council Members Holloway And Sanders); 0 Noes; 2 Absent (Council Members Acton And Morgan); 0 Abstain.*

### BUDGET HEARING CONTINUED

Dennis Speer

- Corrected wastewater budget handout page 44 in the amount of \$800,000 includes repair and rehabilitation of lines.
- Page 43 year end for FY 13-14 includes Houston & Harris contracts for hydro-flushing and camera mapping of the lines.

Jim Sanders

- Requested review of the Measure 'L' allocations.
  - Rachelle McQuiston – when including the engineer into general fund, neglected to subtract from Measure 'L' streets fund so number was duplicated

Chip Holloway

- Questioned Measure 'L' rollover and asked where it is shown in the projected budget
  - Rachelle McQuiston – not reflected, if there is carryover will show at closing of the FY 13-14 budgets.

Rachelle McQuiston

- Distributed new documents with correction and is available to respond to questions.
- Telephone question for wastewater is budgeted based on projections for dedicated internet line, regular phone line, and cell phones for FY 13-14 to date expenditures.
- Final budget will be ready for approval at June 4 council meeting.

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

May 27, 2014 thru May 29, 2014

Page 14

Jim Sanders

- Question on page 30, street maintenance PMS study indicates 1.5 million should be budgeted annually to maintain roads however new pavement has not been completed. Will city be ok without this budgeted amount in FY 14-15?
  - Dennis Speer – what is in this budget is a blended pool of funding for both paving and maintenance.
  - Rachelle McQuiston – City Manager Measure ‘L’ under gas tax will be amended to match Measure ‘L’.
  - Dennis Speer – found discrepancy in line items of solid waste administration originally indicated \$91,000 however HF&H contract, with periodic needs with Cal Recycle, will be kept at \$40,000 and free up \$51,000 from this fund.

Chip Holloway

- Requested telephone explanation again
  - Rachelle McQuiston – 4551 & 4554 each had \$2000 budgeted. Based on current year expenditures for cell phones, land line, and internet.
- Requested breakdown of transfers.
  - Tess is compiling now and should be completed this afternoon.
- Requested clarification of ‘Aid to Outside Agencies’
  - Rachelle McQuiston – Fire Contract
- Questioned Uniforms and Laundry
  - Rachelle McQuiston - Clothing for transit includes jackets and not a uniform allowance. Employees don’t get the full amount but are taxed on the full amount. Fund 2 budget units 3803 and 2805.
  - Dennis Speer – 3803 is safety equipment such as orange vests.
- This budget is so tight and little room for flexibility and has been vetted thru department heads twice and city manager three times. Requests continue to strive to get more clarity for the public. Wastewater does not affect general fund but feel anything we can do in light of increased fees should be a clear accounting of how we spend that money.
  - Rachelle McQuiston – increments are a suggestion, can’t go over them but can go under them.
- Question came up that didn’t show on the CAFR.
  - Rachelle McQuiston – Stan Rajtora was referring to the projections which are only estimates whereas the CAFR is actuals so these figures will vary.
- I can hear people equating that to a deception in order to try to lower the fees. This new accounting system will give us numbers in an easier understandable form.
- Will not be here on June 4 but comfortable with council moving forward with adoption. Agree with waiting for June 4 to adopt and do not have concerns about drastic changes because this budget is so tight.

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

May 27, 2014 thru May 29, 2014

Page 15

Jim Sanders

- Comfortable. Measure 'L' number match.
- Hope to put larger portion of Measure 'L' into streets but can't see how that will happen
- Comfortable with this budget.

Dan Clark

- Questioned account numbers for building maintenance
- Suggested line item 4150 professional services amount of \$50,000, approximately \$33,000 this fiscal year and want to put money into 4191 and 4630 to fund building maintenance.
  - Rachelle McQuiston – already spent \$40,000 this year and listed next year's obligations.
- Requested FY 13-14 projections for professional services.
- 4574 solid waste \$51,000 savings and suggests putting \$40,000 into buildings maintenance 4191 and/or 4630.
  - Rachelle McQuiston – ok with that
- Requested additional \$10,000 to reserve.
  - Rachelle McQuiston – reminded council we still have \$85,000 to come up with to repay Kern County.
- Inquired if the budget eliminated a payment to Chamber of \$500
  - Rachelle McQuiston – responded yes
- Currently negotiating wastewater contract with Navy and have not received payment since January. If going after \$722k in debt collection for trash collection then should also sit down with Navy and negotiate a fair rate. Suggested direction to staff to continue negotiations.
- Commented on debt collection of \$722,000 for solid waste unpaid invoices, suggested giving direction to staff to pursue collection process. Get bids on collection agencies and feel this is an obligation that cannot be let go.
- Street sweeping, suggested looking at a utility tax under Prop 218 hearing. If this is a service community wants then should take a look at providing it. Suggested giving direction to staff to measure the pulse of the community and ways to bill for the service.
  - Chip Holloway – staff is already looking at this. Been doing the legwork with City Manager in the loop. Working with waste management. Largest cost for street sweeper is the cost for dumping the tailings. Original price seemed reasonable but concerns this cost might not contain dumping fees. Waste management legal is researching the kern county rate as it is higher than the remainder of the state. Not willing to research other alternatives until waste management is completed
  - Dennis Speer – agree with Council Member Holloway and should Waste Management offer the service there would be a Prop 218 hearing
  - Chip Holloway – should have real numbers in the next 30 days and will bring to council.

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

May 27, 2014 thru May 29, 2014

Page 16

Dan Clark *(continued)*

- Reference expediting wastewater treatment facility. Read annual water use numbers. Not addressing an issue in excess of \$5 million dollars in water that is going into evaporation ponds. If we expedite the plant, then could sell or reuse that water. Suggested direction to staff to research expediting the new plant. Also direct staff to address the location of the new facility. Engineering does not make sense to move the plant off the base but other areas it is beneficial. Could knock 3 years off the wait time and up to \$15 million dollars in water savings. Huge value for this city that needs to be pursued.
  - Chip Holloway – agree in theory, think the numbers are inflated. Spoke on costs with Dennis. Need to get the real number and save every drop of water we can.
- Not focusing on the money but more on the conservation of water. Huge commodity we need to be addressing.

Jim Sanders

- Agree, need to save as much water as possible and preserve our resources.

Chip Holloway

- The dilemma is the cost of water ranges from \$70 to millions of dollars.

Dan Clark

- Suggested setting a goal of reducing legal fees by 15%. Current legal fees are higher than other cities which are larger than Ridgecrest.
- Suggested that any revenue from Measure 'L' Above \$2.5 million be put toward streets.
- Suggested putting ideas before council on June 4

Jim Sanders

- Disagree with building idea until further research. Might be a good Eagle Scout project. A lot of maintenance can be done without skilled labor.

Chip Holloway

- Identified \$65,000 which could be used to pay for engineer instead of Measure 'L' funds.
  - Rachelle McQuiston – unless we can get people to stop suing us, cannot reduce legal cost. Not in our control, there is a small group of people who keep suing us. Cut it last year and then had to double it.
  - Dennis Speer – as of the first of year will begin using a form, before any requests go to the attorney staff will forward questions to city manager with justification. This should reduce some of the cost.

Dan Clark

- Commented on costs just to maintain a home and stated the need to take care of Kerr McGee as a revenue source.

## AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING

May 27, 2014 thru May 29, 2014

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### Chip Holloway

- Asked about development impact fees.
  - Rachelle McQuiston – impact fees are designated for soccer fields and other facilities, buildings are not included.
- Suggested impact fees for pool
  - Dan Clark – would support that for the pool but still concerned about the buildings.
  - Jason Patin – reviewed current budget of \$72,000 for facilities. Additional funds would cover other buildings such as Boys and Girls Club. Exterior of Kerr McGee center could use the current budget in a short time. Looking at a long term (5 year) plan to put funds aside to address structure issues. Commented on resurfacing courts and floors. Suggested doing smaller projects over 5 years.
  - Jim Sanders – hope next year will have a better budget by living within our means now.
  - Dan Clark – appalled with the condition of the buildings, could decide as council to put TAB funds into those types of projects.
    - Dennis Speer – could potentially use allocated TAB funds for those repairs. Project specific and will have Gary and Jason research.

### Dan Clark

- Depending on what information was received, suggest this proposal of reallocation of funds be brought to council.
  - Chip Holloway – In terms of public perception, need the most positive outcome out of every expenditure in the budget.
- Do not want revenue stream to decrease because of condition of the building

### Jim Sanders

- Requested staff looks into purple pipe system.
- Not comfortable with setting a goal to decrease legal fees, fine with systematic things that can be done to decrease fees but not a lot of room.

### Dan Clark

- Requested bringing proposed budget with suggested modifications

### Jim Sanders

- Requested looking at the suggestion of paying for engineering with found savings rather than Measure 'L' and if possible would like to do this. Public perception is negative, even though the expenditure is allowable under Measure 'L'.

**AGENDA - CITY COUNCIL – SPECIAL ADJOURNED BUDGET HEARING**

**May 27, 2014 thru May 29, 2014**

**Page 18**

Chip Holloway

- Do not want a draconian collection agency for the Solid Waste debt collection and suggested council review an amnesty program. Need to do this in the gentlest way possible with respect for the community.
  - Dan Clark – Agreed with having compassion for disadvantaged and seniors. Not here to impose a hardship on someone but a contract is a contract. Commented on transition time difficulty paying a bill so may also be on the list.

Rachelle McQuiston

- Recapped suggested changes
  1. \$40,000 from waste budget savings for building maintenance account OR street engineer.
  2. Direction to staff to pursue a Collection Agency RFP for solid waste accounts receivable.
  3. Suggested Measure 'L' revenue in excess of \$2.5 million be allocated to streets
  4. Direction to staff to research street sweeping alternatives
  5. Direction to staff to continue wastewater negotiation with navy

**ADJOURNMENT at 11:19 a.m. on Thursday, May 29, 2014**

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Rachel J. Ford, CMC  
City Clerk



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

**SUBJECT:**

A RESOLUTION OF THE RIDGECREST CITY COUNCIL, THE RIDGECREST REDEVELOPMENT SUCCESSOR AGENCY, RIDGECREST HOUSING AUTHORITY AND RIDGECREST FINANCING AUTHORITY ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2014-15, ESTABLISHING APPROPRIATIONS, ESTIMATING REVENUES, AND ESTABLISHING THE POLICIES BY WHICH THE BUDGET MAY BE AND SHALL BE AMENDED

**PRESENTED BY:**

Rachelle McQuiston, Director of Finance

**SUMMARY:**

City Council met beginning May 27, 2014 for a series of budget hearings to review and amend the draft budget for Fiscal Year 2014-2015. Budget Hearings adjourned on May 29, 2014 with direction to staff to bring the final draft budget to City Council meeting of June 4, 2014 for final review and adoption, noting minor revisions recommended during the budget hearing.

This agenda item is brought before council for discussion and adoption of the draft budget, establishing appropriations, estimating revenues, and establishing policies by which the budget may and shall be amended for Fiscal Year 2014-2015

**FISCAL IMPACT:**

None

Reviewed by Finance Director

**ACTION REQUESTED:**

Approval of a resolution adopting the budget for Fiscal Year 2014-2015, establishing policies by which the budget may and shall be amended.

**CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:**

Action as requested:

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**RESOLUTION NO. 14-xx**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL, THE RIDGECREST REDEVELOPMENT SUCCESSOR AGENCY, RIDGECREST HOUSING AUTHORITY AND RIDGECREST FINANCING AUTHORITY ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2014-15, ESTABLISHING APPROPRIATIONS, ESTIMATING REVENUES, AND ESTABLISHING THE POLICIES BY WHICH THE BUDGET MAY BE AND SHALL BE AMENDED.**

**WHEREAS**, the City Council, Ridgecrest Redevelopment Successor Agency, Ridgecrest Housing Authority, and Ridgecrest Financing Authority have received and reviewed the proposed Fiscal Year 2014-15 City of Ridgecrest and Ridgecrest Redevelopment Successor Agency budget; and

**WHEREAS**, public budget review meetings were held during which the public was provided opportunities to comment on the proposed budget; and

**WHEREAS**, final adjustments to the budget have been made.

**NOW, THEREFORE, BE IT RESOLVED,**

1. That the fiscal year 2014-15 City of Ridgecrest/Ridgecrest Redevelopment Successor Agency/Ridgecrest Housing Authority/Ridgecrest Financing Authority budget is hereby adopted;
2. Tax Increment, TOT, and Sales Tax Sharing Agreements currently in force and duly approved by the City of Ridgecrest City Council/Ridgecrest Redevelopment Successor Agency/Housing Authority/Financing Authority are hereby amended and appropriated for Fiscal Year 2014-2015;
3. The Budget Revision Policy, herein identified as Exhibit "A" is hereby adopted;
4. The purchasing limits reflected in Exhibit "B" are reaffirmed and adopted;
5. The Fee Schedule reflected in Exhibit "C" is reaffirmed and adopted; and the City Council reaffirms that the fees reflected therein do not exceed the cost for collection and or administration;
6. All "Temporary Employment Services", formerly "Contract Labor", shall require City Manager written authorization prior to budget amendment or expenditure;
7. Funding for specific Capital Construction Projects shall be identified and certified by the City Manager or Finance Director prior to the expenditure of any funds on said projects;

8. Fiscal Year-end Encumbrances from prior fiscal years are hereby appropriated;
9. The Director of Finance and City Treasurer is herein authorized to conduct all Fiscal Year 2013-2014 year-end transfers and budget adjustments as required under governmental accounting rules.
10. The Appropriations Limit herein identified as Exhibit "D" is hereby approved;
11. The Table of Authorized Full-Time Equivalent Positions presented in Exhibit "E" is hereby approved;
12. All previous and conflicting resolutions are hereby rescinded, revoked, and made of null effect.

**APPROVED AND ADOPTED** this 28<sup>th</sup> Day of May 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Daniel O. Clark, Mayor

ATTEST:

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Rachel J. Ford, CMC  
City Clerk

2014 ~ 2015  
Draft Budget



City of  
Ridgecrest

# City of Ridgecrest

City Council  
Redevelopment Agency

City Manager/Executive Director  
RDA Successor Agency

Police  
Ron Strand

City Clerk  
Rachel Ford

Parks &  
Recreation

Public Works  
Dennis Speer

Successor  
Agency

Finance  
V. Rachelle  
McQuiston

# Administration

City Manager  
Dennis Speer

City Clerk

Contract  
Services

Economic  
Development

Information  
Technology

Successor  
Agency

Risk  
Management

# Finance

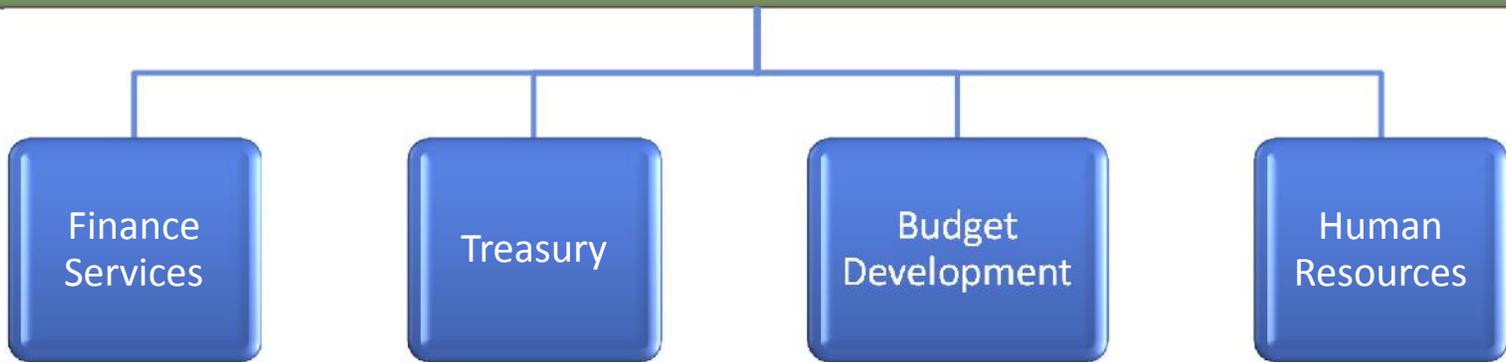
Finance Director  
V. Rachelle McQuiston

Finance  
Services

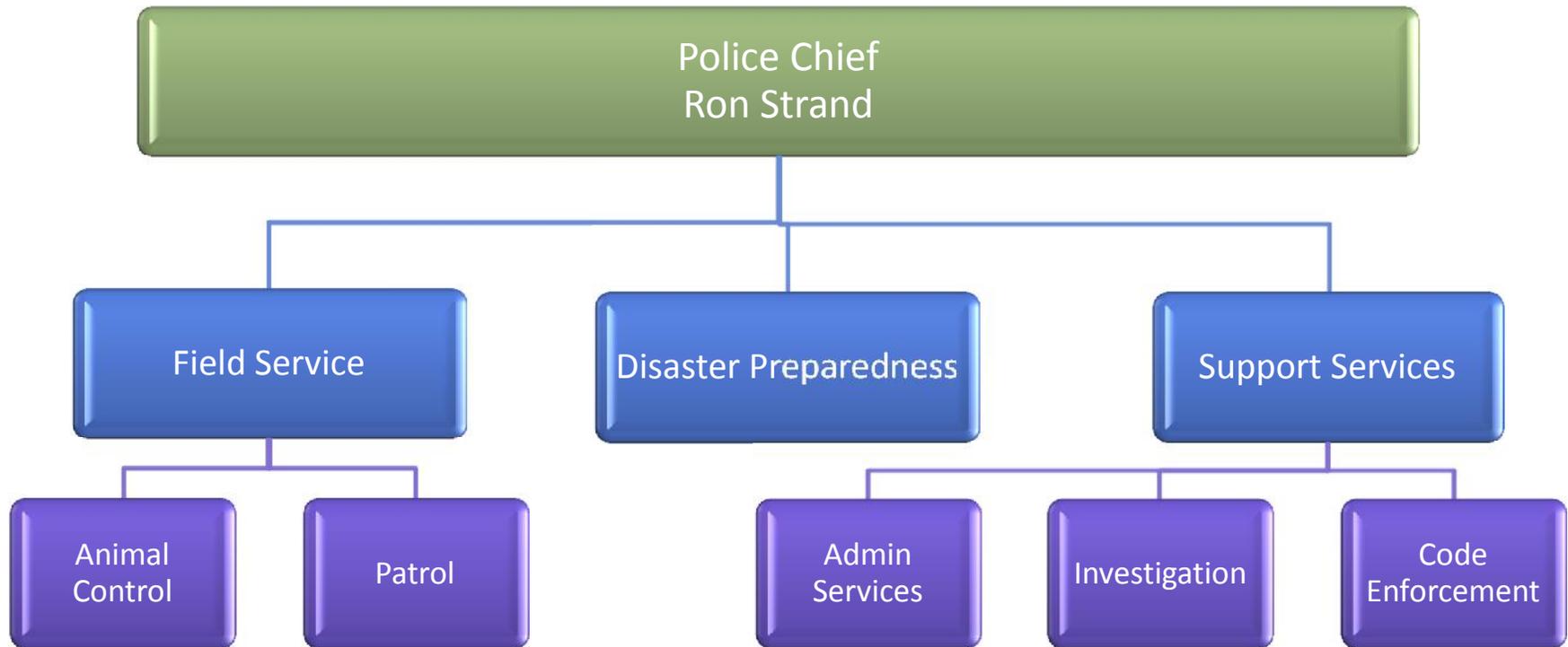
Treasury

Budget  
Development

Human  
Resources



# Police Department



# Public Services

Assistant Public Works Director  
Loren Culp

Development Services

Planning Services

Building  
Operations

Planning

Planning  
Commission

# Parks & Recreation

Recreation Supervisor  
Jason Patin

Recreation Programs

Building Maintenance

Parks Maintenance

# Public Works

Public Works Director  
Dennis Speer





CITY OF RIDGECREST  
100 West California Avenue  
Ridgecrest, California 93555

May 23, 2014

Honorable Mayor, Council Members, and Residents of Ridgecrest

#### **BUDGET MESSAGE - FY 2014-15**

The City's Fiscal Year has maintained a stable financial position and is in a position to absorb a \$300,000 RDA correction from the Kern County's Auditor's office, while maintaining the \$900,000 reserve. The FY 14-15 outlook is looking positive with an expected small increase in revenue is evidence of the stabilization and minimal expected growth within the City. Sales tax has experienced a respectable increase, whereas property taxes have come in marginally lower, as detailed below.

#### **REVENUE**

Transient Occupancy Tax (TOT) and Sales tax, both Measure L and non-Measure L, have come in 10% higher, while Property Taxes has come in 10% lower than expected. With the respectful gain in Sales Tax and the new Marshalls and JoAnn's stores, the City is expecting modest growth in Sales Tax.

The City Departments are actively searching for grant opportunities to continue to grow the revenue base of the City of Ridgecrest.

#### **EXPENSES**

The Finance Department has reviewed spending trends and work distribution, and made appropriate adjustments to each department, while accounting for only annual increments with

no anticipated contract increases. Each department has prioritized costs and consistently reviewing cost cutting opportunities.

## **PERSONNEL CHANGES**

- Police
  - Add 1 Captain
  - Delete 1 Patrol Officer
- Finance
  - Add 1 Account Clerk
  - Add 1 Account Tech
  - Delete 1 Accountant

## **FUTURE OUTLOOK**

As the City moves forward from the economic downturn and looking for a stabilized, and gradually increasing economy, the City Manager is committed to maintaining a balanced budget and incrementally establishing a 20% general fund reserve.

- The proposed budget has taken a conservative approach in estimating revenues and closely monitoring spending.
- Monthly, projection reports will be presented to the Council to constantly monitor budget position and make appropriate adjustments.
- City anticipates absorbing the \$294,000 refund to the County of Kern, but will unfortunately prevent any growth to the City reserve.

This budget document was created based on assumptions that revenue streams and expected price levels will remain stable, and not foreseeing any significant cuts in revenue, or increases in expenditures. If any significant issues arise, the budget will be revised and brought before the Council for discussion.

Uncertainty of the future necessitates continual monitoring of the budget, as well as, considering the possibility of further reducing next year's budget throughout the fiscal year in preparation for the following year's budget. Such discussions should include:

- increases in TOT rate to match the California average,
- review of all fees to determine cost recovery and appropriate rate,
- review of all General Fund subsidized programs and determine the appropriate level of subsidization,
- continued reduction of programs and/or staff to balance reoccurring revenues with operating expenditures.

We will continue to provide up-to-date information throughout the year so as we conduct City business we can make informed decisions. With your direction we hope to implement solutions to ensure the viability of this City and reduce the dependence on one-time-only funds.

Respectively Submitted,

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Dennis Speer  
City Manager

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Rachelle McQuiston  
Finance Director

**RESOLUTION NO. 14-**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL, THE RIDGECREST REDEVELOPMENT SUCCESSOR AGENCY, RIDGECREST HOUSING AUTHORITY AND RIDGECREST FINANCING AUTHORITY ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2014-15, ESTABLISHING APPROPRIATIONS, ESTIMATING REVENUES, AND ESTABLISHING THE POLICIES BY WHICH THE BUDGET MAY BE AND SHALL BE AMENDED.**

**WHEREAS**, the City Council, Ridgecrest Redevelopment Successor Agency, Ridgecrest Housing Authority, and Ridgecrest Financing Authority have received and reviewed the proposed Fiscal Year 2014-15 City of Ridgecrest and Ridgecrest Redevelopment Successor Agency budget; and

**WHEREAS**, public budget review meetings were held during which the public was provided opportunities to comment on the proposed budget; and

**WHEREAS**, final adjustments to the budget have been made.

**NOW, THEREFORE, BE IT RESOLVED,**

1. That the fiscal year 2014-15 City of Ridgecrest/Ridgecrest Redevelopment Successor Agency/Ridgecrest Housing Authority/Ridgecrest Financing Authority budget is hereby adopted;
2. Tax Increment, TOT, and Sales Tax Sharing Agreements currently in force and duly approved by the City of Ridgecrest City Council/Ridgecrest Redevelopment Successor Agency/Housing Authority/Financing Authority are hereby amended and appropriated for Fiscal Year 2014-2015;
3. The Budget Revision Policy, herein identified as Exhibit "A" is hereby adopted;
4. The purchasing limits reflected in Exhibit "B" are reaffirmed and adopted;
5. The Fee Schedule reflected in Exhibit "C" is reaffirmed and adopted; and the City Council reaffirms that the fees reflected therein do not exceed the cost for collection and or administration;
6. All "Temporary Employment Services", formerly "Contract Labor", shall require City Manager written authorization prior to budget amendment or expenditure;

7. Funding for specific Capital Construction Projects shall be identified and certified by the City Manager or Finance Director prior to the expenditure of any funds on said projects;
8. Fiscal Year-end Encumbrances from prior fiscal years are hereby appropriated;
9. The Director of Finance and City Treasurer is herein authorized to conduct all Fiscal Year 2013-2014 year-end transfers and budget adjustments as required under governmental accounting rules.
10. The Appropriations Limit herein identified as Exhibit "D" is presented and will be approved subsequently;
11. The Table of Authorized Full-Time Equivalent Positions presented in Exhibit "E" is hereby approved;
12. All previous and conflicting resolutions are hereby rescinded, revoked, and made of null effect.

**APPROVED AND ADOPTED** this 4<sup>th</sup> Day of June 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Daniel O. Clark, Mayor

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Rachel J. Ford, CMC  
City Clerk

**EXHIBIT 'A'**  
**BUDGET REVISION POLICY**

1. All funds are appropriated at the fund level; No expenditure, encumbrance, or contract shall be made or agreed to that exceeds total Fund Appropriations without prior Council/Agency Authorization as appropriate. All increases in appropriations shall be made by Council/Agency Resolution.
2. All Appropriations within said funds are managed at the Department level. The City Manager is herein authorized to make transfers within and between Departments as appropriate.
3. All Temporary Employment Services shall require City Manager written Authorization prior to expenditure of such funds or prior to transferring such funds to other accounts.
4. Estimated Revenues may be administratively increased in excess of the original estimate once the City Manager and Finance Director certify that such estimates at the fund and source levels have been exceeded. Notwithstanding the requirement in item 1 above, subsequent increases in appropriations stemming from the increases in estimated revenues, may be granted from increased estimated revenues administratively.
5. Un-liquidated outstanding encumbrances from the prior year are hereby appropriated.
6. Unexpended and unobligated capital projects' funds' budgets from the prior fiscal year are hereby appropriated.

## **EXHIBIT 'B'**

### **Purchasing Authority and Limits**

The positions authorized to make purchases or purchasing decisions for the City are:

- Department Heads (purchases of up to \$3,000 with purchase requisitions required at \$2,000; purchasing authority, including payment requests may be delegated by the Department Head to appropriate mid-management and supervisory-level employees);
- Finance Director (authorization of purchases up to \$15,000);
- City Manager (authorization of purchases up to \$30,000, purchases above \$30,000 which have been approved within the budget);
- City Council (all public improvement contracts requiring sealed bids and approval by the City Council)
- A purchase is defined as cost of acquisition, shipping, tax, installation, and all associated ancillary costs.

Exhibit "D"  
City of Ridgecrest  
Fee Schedule

NAME OF FEE	DESCRIPTION OF FEE	FY 2015 FEE	FY 2014 FEE	FY 2013 FEE	FY 2012 FEE	FY 2011 FEE	FY 2010 FEE	FY 2009 FEE	FY 2008 FEE	ACCOUNT NUMBER
<b>DEPARTMENT: FINANCE</b>										
<b>Bus Passes</b>										
	<b>Regular/Adult</b>									
	Single Ride - Ridgecrest	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.00	003-0000-361-131X
	Single Ride - Inyokern	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	003-0000-361-1365
	Single Ride - County	\$ 1.25	\$ 1.25	\$ 1.25						003-0000-361-1363
	Monthly - Ridgecrest	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 35.00	003-0000-223-0363
	Monthly - Inyokern	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	003-0000-223-0363
	Monthly - County	\$ 35.00	\$ 35.00	\$ 35.00						003-0000-223-0363
	<b>Senior/Handicapped/Youth</b>									
	Single Ride - Ridgecrest	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.00	003-0000-361-131X
	Single Ride - Inyokern	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	003-0000-361-1365
	Single Ride - County	\$ 1.25	\$ 1.25	\$ 1.25						003-0000-361-1363
	Monthly - Ridgecrest	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 25.00	003-0000-223-0365
	Monthly - Inyokern	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	003-0000-223-0365
	Monthly - County	\$ 35.00	\$ 35.00	\$ 35.00						003-0000-223-0365
	Deviated Ride - City Routes	\$ 2.00	\$ 2.00	\$ 2.00						003-0000-361-131X
	Punch Pass	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	003-0000-223-0362
<b>Business Licenses Admin Fees (Not the Ordinance Governed Tax)</b>										
	New License Fee	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 20.00	001-0000-316-0000
	Renewal Fee	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 15.00	001-0000-369-8000
<b>Miscellaneous</b>										
	Copies	Varies	Varies	Varies						XXX-0000-369-3000
	Returned Check Fee	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 20.00	001-0000-110-0200
<b>DEPARTMENT: PARKS &amp; RECREATION</b>										
<b>KMCC Banquet Hall (12 hour rental period)</b>										
	Half Hall (includes setup/cleanup)	\$ 330.00	\$ 330.00	\$ 330.00	\$ 365.00	\$ 365.00	\$ 300.00	\$ 240.00	\$ 230.00	001-0000-352-2202
	Half Hall w/Kitchen	\$ 440.00	\$ 440.00	\$ 440.00	\$ 475.00	\$ 475.00	\$ 400.00	\$ 340.00	\$ 330.00	001-0000-352-2202
	<b>Non-Profit Groups</b>									
	Half Hall w/o Kitchen	\$ 300.00	\$ 300.00	\$ 300.00	\$ 330.00	\$ 330.00	\$ 270.00	\$ 210.00	\$ 200.00	001-0000-352-2202
	Half Hall w/Kitchen	\$ 410.00	\$ 410.00	\$ 410.00	\$ 440.00	\$ 440.00	\$ 370.00	\$ 310.00	\$ 300.00	001-0000-352-2202
	Deposits for Half Hall Rentals	\$ 300.00	\$ 300.00	\$ 300.00	\$ 275.00	\$ 275.00	\$ 250.00	\$ 250.00	\$ 250.00	
	Staff Hours (over 12 hours)	\$30/hour	\$30/hour	\$30/hour						
	Day Before/Day After use (if available)	\$ 165.00	\$ 165.00	\$ 165.00						
	Change Over Fee	\$ 240.00	\$ 240.00	\$ 240.00						
	Full Hall	\$ 600.00	\$ 600.00	\$ 600.00	\$ 660.00	\$ 660.00	\$ 550.00	\$ 510.00	\$ 495.00	001-0000-352-0201
	Full Hall w/Kitchen	\$ 710.00	\$ 710.00	\$ 710.00	\$ 770.00	\$ 770.00	\$ 650.00	\$ 615.00	\$ 595.00	001-0000-352-0201
	<b>Non-Profit Groups</b>									
	Full Hall w/o Kitchen	\$ 550.00	\$ 550.00	\$ 550.00	\$ 605.00	\$ 605.00	\$ 500.00	\$ 465.00	\$ 450.00	001-0000-352-0201
	Full Hall w/Kitchen	\$ 660.00	\$ 660.00	\$ 660.00	\$ 715.00	\$ 715.00	\$ 600.00	\$ 465.00	\$ 450.00	001-0000-352-0201
	Deposits for Full Hall Rentals	\$ 500.00	\$ 500.00	\$ 500.00	\$ 275.00	\$ 275.00	\$ 250.00	\$ 250.00	\$ 250.00	
	Staff Hours (over 12 hours)	\$60/hour	\$60/hour	\$60/hour						
	Day Before/Day After use (if available)	\$ 275.00	\$ 275.00	\$ 275.00						
	Change Over Fee	\$ 360.00	\$ 360.00	\$ 360.00						
	Alcohol	\$50 / per day	\$50 / per day	\$50 / per day						001-0000-352-0201
<b>KMCC Banquet Hall &amp; Gymnasium (12 hour rental period)</b>										
	Full Hall & Gymnasium	\$ 1,340.00	\$ 1,340.00	\$ 1,340.00						
	Full Hall & Gymnasium w/Kitchen	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00						
	Deposit Full Hall & Gymnasium	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00						
<b>KMCC Gymnasium</b>										
	Half Court Practice	\$22/hr	\$22/hr	\$22/hr	\$22/hr	\$22/hr	\$20/hr	\$20/hr	\$18/hr	001-0000-352-0211
	Full Court Practice	\$28/hr	\$28/hr	\$28/hr	\$28/hr	\$28/hr	\$25/hr	\$25/hr	\$23/hr	
	Full Court Tournament (per day)	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 130.00	\$ 130.00	\$ 125.00	
	Deposit - Full Court Tournament	\$ 250.00	\$ 250.00	\$ 250.00	\$ 275.00	\$ 275.00	\$ 250.00	\$ 250.00	\$ 250.00	
	Game Set Up Fee	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 30.00	\$ 30.00	\$ 25.00	
	Long Term Rate - schools & clubs	\$22/hr	\$22/hr	\$22/hr						
<b>KMCC Meeting Rooms</b>										
	Single Room (including setup)	\$20/hr (max \$140)	\$20/hr (max \$140)	\$20/hr (max \$140)	\$20/hr (max \$120)	\$20/hr (max \$120)	\$18/hr (max \$115)	\$15/hr (max \$90)	\$12/hr (max \$75)	001-0000-352-0204
	Double Room (including setup)	\$25/hr (max \$175)	\$25/hr (max \$175)	\$25/hr (max \$175)	\$25/hr (max \$160)	\$25/hr (max \$160)	\$23/hr (max \$160)	\$20/hr (max \$140)	\$18/hr (max \$125)	001-0000-352-0209
	Deposit (Food)	\$ 100.00	\$ 100.00	\$ 100.00						
<b>KMCC Kitchen</b>										
	Kitchen	\$ 110.00	\$ 110.00	\$ 110.00						
	Deposit	\$ 500.00	\$ 500.00	\$ 500.00						
<b>Senior Center Hall (weekends only-no kitchen)</b>										
	Parties & Group Functions	\$ 200.00	\$ 200.00	\$ 200.00	\$ 220.00	\$ 220.00	\$ 200.00	\$ 95.00	\$ 90.00	001-0000-352-1650
	Deposit	\$ 300.00	\$ 300.00	\$ 300.00	\$ 275.00	\$ 275.00	\$ 250.00	\$ 100.00	\$ 100.00	001-0000-352-1650







Exhibit "D"  
City of Ridgecrest  
Fee Schedule

NAME OF FEE	DESCRIPTION OF FEE	FY 2015 FEE	FY 2014 FEE	FY 2013 FEE	FY 2012 FEE	FY 2011 FEE	FY 2010 FEE	FY 2009 FEE	FY 2008 FEE	ACCOUNT NUMBER
Set by Veterinarians	Dog - Females	Set by Vet	Set by Vet	\$ 54.00	\$ 54.00	\$ 54.00	\$ 54.00	\$ 54.00	\$ 54.00	001-0000-220-0500
Set by Veterinarians	Dog - Males	Set by Vet	Set by Vet	\$ 43.00	\$ 43.00	\$ 43.00	\$ 43.00	\$ 43.00	\$ 43.00	001-0000-220-0500
Set by Veterinarians	Cats - Females	Set by Vet	Set by Vet	\$ 29.00	\$ 29.00	\$ 29.00	\$ 29.00	\$ 29.00	\$ 29.00	001-0000-220-0500
Set by Veterinarians	Cats - Males	Set by Vet	Set by Vet	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50	001-0000-220-0500
<b>OTHER FEES</b>										
	Euthanasia	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	001-0000-368-8000
	Disposal (Dogs and Cats)	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	001-0000-368-8000
	Disposal: Other Animals									
	Animals Less Than 25 Pounds	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	25.00
	Animals From 26 to 100 Pounds	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	50.00
	Animals over 100 Pounds	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	100.00
	*Animal Pick Up Fee: Owner Animals	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	001-0000-368-1256
	Voluntary/public Micro Chlp	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	30.00
	Female Dog in Heat At-Large	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	100.00
	*Animal Drop Off Fee: Owner	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	15.00
	Relinquished Animals at Shelter									
	*These fees may be waived due to hardship by the ACO Supervisor									
<b>PARKING PENALTIES AND FEES</b>										
Ridgecrest Municipal Code and the California Vehicle Code authorize the City of Ridgecrest to adopt penalties and fees for parking violations. This resolution adopts such penalties and fees. This resolution is exempt from CEQA on the basis of Public Resources Code Section 21080.										
(a) The following fee and penalties are established for municipal code parking violations within the city:										
<b>RMC SECTION:</b>	<b>NATURE OF OFFENSE</b>									
4-1.1202	Angle Parking – Obedience to signs and markings	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 45.00				
4-1.1302 (a) - (h)	Improper Parking – Red zones and no parking zones	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 50.00				
4-1.1303	Improper Parking – Obstructing traffic	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 45.00				
4-1.1304	Improper Parking – Obstructing alley ways	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 40.00				
4-1.1305	Parking For Certain Purposes – Display vehicle for sale - Washing, repairing vehicle	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 40.00				
4-1.1306	Parking near schools, signs posted	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 45.00				
4-1.1307	Parking on narrow st with no parking signs posted	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 45.00				
4-1.1308	Left side parking on one way st where prohibited	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 45.00				
4-1.1311	Unlawful parking – Peddlers, vendors and taxicabs	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 40.00				
4-1.1314	Unlawful parking of city/public lots	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 45.00				
4-1.1504	Time limits – Parking in excess of	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 50.00				
4-1.1706	Unlawful parking in handicapped space	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00	\$ 300.00				
4-1.1803	Oversized vehicle prohibited parking	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 80.00				
4-1.1804	Heavy vehicle parking – Vehicle with GVWR in excess of 26,000 lbs on st or highway in resid zone	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 80.00				
4-8.102.1	Abandoned vehicles: public highways 72 (seventy-two) hour parking	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 80.00				
(b) The following fee and penalties are established for violation of California vehicle code parking laws:										
<b>VEHICLE CODE SECTION:</b>										
5200	License plate missing	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 45.00				
5204 (a)	No current tags displayed	\$ 83.00	\$ 83.00	\$ 83.00	\$ 83.00	\$ 75.00				
21113 (a)	Unlawful parking – public grounds	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 45.00				
22500.1	Parking in fire zone	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 50.00				
22500 (a) - (h), (k)	Improper parking	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 45.00				
22500 (i)	Improper parking – Bus zone	\$ 278.00	\$ 278.00	\$ 278.00	\$ 278.00	\$ 270.00				
22500 (l)	Improper parking – Wheelchair access ramp	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00	\$ 300.00				
22502 (a)	Curb parking – Within eighteen inches of curb	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 40.00				
22505 (b)	Improper parking – State highways	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 45.00				
22507.8 (a) - (c)	Unlawful parking in handicapped space	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00	\$ 300.00				
22514	Parking within fifteen feet of fire hydrant	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 50.00				
22515 (a) & (b)	Unattended vehicles – Motor running or not setting brakes or not in park	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 45.00				
22522	Parking within three feet of disabled person sidewalk access ramp	\$ 308.00	\$ 308.00	\$ 308.00	\$ 308.00	\$ 300.00				
22523 (a) & (b)	Vehicle abandonment	\$ 133.00	\$ 133.00	\$ 133.00	\$ 133.00	\$ 125.00				
22526 (a) & (b)	Blocking an Intersection	\$ 78.00	\$ 78.00	\$ 78.00	\$ 78.00	\$ 70.00				
24401	Improper parking – highbeams lighted	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 50.00				
26300 (a) - (c), (e)	Warning device on disabled or parked vehicle	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 45.00				



Exhibit "E"  
CITY OF RIDGECREST 2012 BUDGET  
STAFFING SUMMARY - FULL TIME EQUIVALENT POSITIONS

DEPARTMENT	POSITION TITLE	FISCAL YEAR 2012									
		DRAFT BUDGET	DRAFT BUDGET	FY14	FY12	FY11	FY10	FY09	FY08		
City Council	City Council Members	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Administration Services	City Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Assistant City Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Executive Secretary	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	City Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Deputy City Clerk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Administrative Assistant - Human Resources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Administrative Assistant RM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Administrative Assistant - HR/RM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Administrative Secretary	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Administrative Analyst III	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Administrative Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Economic Development Project Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Human Resources Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Information Systems Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Information Systems Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Information Systems Technician	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Systems Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	WIA Coordinator (GRANT FUNDED)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	P/T Computer Technician	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	P/T Office Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	P/T Clerk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	P/T WIA/YES Participants (GRANT FUNDED)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		6.00	6.00	2.00	6.50	10.98	11.73	14.73	15.73		
Finance	Administrative Services Director	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Director of Finance	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Assistant Finance Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Accounting Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Accounting Technician	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Accountant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Accountant - Authorized but Unfunded	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Administrative Aide Finance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Administrative Assistant Finance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Account Clerk I	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Account Clerk II	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Administrative Clerk II Finance	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
	Administrative Assistant Human Resources	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Administrative Clerk II Human Resources	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
	Human Resources Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Information Systems Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Information Systems Specialist	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Information Systems Technician	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Payroll Technician I	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Systems Analyst	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		7.00	6.00	8.00	7.00	7.00	7.00	7.50	7.50		
Police	Chief of Police	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Deputy Chief of Police	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Captain	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
	Captain - Authorized but Unfunded	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Lieutenant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Sergeant	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
	Police Officer	23.00	23.00	23.00	24.00	25.00	25.00	27.00	29.00	29.00	29.00
	Police Officer - Authorized but Unfunded	2.00	2.00	1.00	5.00	4.00	5.00	2.00	5.00	2.00	5.00



Exhibit "E"  
CITY OF RIDGECREST 2012 BUDGET  
STAFFING SUMMARY - FULL TIME EQUIVALENT POSITIONS

DEPARTMENT	POSITION TITLE	FISCAL YEAR 2016 DRAFT BUDGET	FY 14 DRAFT BUDGET	FY 13	FY 12	FY 11	FY 10	FY 09	FY 08
	Engineering Technician II	0.00	0.00	0.00	0.00	0.00	1.00	1.50	2.00
	Engineering Technician III	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00
	Engineer	1.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00
	Engineer - Authorized but Unfunded	0.00	0.00	0.00	1.00	1.00	1.00	0.00	0.00
		<b>3.00</b>	<b>2.00</b>	<b>2.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.50</b>	<b>3.00</b>
<b>Public Works - Streets</b>									
	Public Works Supervisor	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00
	Public Works Maintenance Coordinator	0.00	0.00	1.00	1.00	0.00	0.00	0.00	0.00
	Garage Foreman	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00
	Mechanic	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00
	Fleet Mechanic II	1.00	1.00	1.00	2.00	2.00	1.00	0.00	0.00
	Equipment Operator	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00
	Maintenance Worker I	1.00	1.00	1.00	1.00	1.00	1.00	2.00	0.00
	Maintenance Worker I - Authorized but Unfunded	0.00	0.00	0.00	1.00	1.00	1.00	0.00	0.00
	Maintenance Worker II	4.00	3.00	3.00	3.00	3.00	3.00	2.00	3.00
	Maintenance Worker III	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00
		<b>7.00</b>	<b>6.00</b>	<b>7.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>	<b>8.00</b>
<b>Public Works - Transit</b>									
	Transit Supervisor	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00
	Transit Coordinator	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
	Administrative Analyst I	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00
	Administrative Analyst III	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00
	Senior Bus Driver/Dispatcher	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Driver	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
	P/T Driver	0.50	0.50	0.50	0.50	0.50	1.50	0.50	0.50
		<b>8.50</b>	<b>8.50</b>	<b>8.50</b>	<b>8.50</b>	<b>8.50</b>	<b>10.50</b>	<b>8.50</b>	<b>8.50</b>
<b>Public Works - Wastewater</b>									
	Chief Plant Operator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Wastewater Operator I	2.00	2.00	2.00	2.00	2.00	2.00	2.00	1.00
	Wastewater Operator II	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
	Wastewater Operator III	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
	Wastewater Operator Trainee	2.00	2.00	2.00	2.00	2.00	3.00	3.00	1.00
	Maintenance Worker I	0.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00
		<b>6.00</b>	<b>6.00</b>	<b>6.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>	<b>5.00</b>
	Total Full Time	102.00	99.00	97.90	119.50	120.25	125.75	126.00	124.00
	Total Part Time FTE	30.26	30.26	28.26	27.76	29.74	29.74	36.47	35.95
	Grand Total All Positions FTE	<b>132.26</b>	<b>129.26</b>	<b>126.16</b>	<b>147.26</b>	<b>149.99</b>	<b>155.49</b>	<b>162.47</b>	<b>159.95</b>

**ADMINISTRATION****CITY COUNCIL**

The City Council serves the City of Ridgecrest's citizens as elected representatives and provides for organized City government.

**FY 14-15 Program Objectives**

- Governing body for the City that determines and implements policies as related to personnel, finance, public services and public safety.
- Set goals and procedures and instruct staff as to implementation
- Protect the general welfare of the community in all decisions
- Represent the City and participate in inter-governmental discussions concerning issues that affect the City and surrounding areas
- Perform ceremonial duties and public appearances on behalf of the City

Fund	001					
Budget Unit	4110					
<b>ADMINISTRATION</b>	<b>CITY COUNCIL</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		74,568.58	76,606.00	75,927.00	85,263.06	
BENEFITS		14,713.04	13,829.00	13,582.69	14,322.97	
SERVICES AND CHARGES		29,763.75	16,784.00	23,126.50	52,784.00	
MATERIALS AND SUPPLIES		-	-	-	-	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		43,438.12	-	-	-	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>162,483.49</b>	<b>107,219.00</b>	<b>112,636.19</b>	<b>152,370.03</b>	
<b>REVENUES</b>						
TAXES						
INTERGOVERNMENTAL						
LICENSES AND PERMITS						
FINES AND FORFEITURES						
USE OF PROPERTY AND MONEY						
CURRENT SERVICE CHARGES						
TRANSFER FROM OTHER FUNDS						
OTHER REVENUE						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>NET CITY GENERAL FUND COST</b>		<b>162,483.49</b>	<b>107,219.00</b>	<b>112,636.19</b>	<b>152,370.03</b>	
% CHANGE FROM 11/12 ACTUAL					(0.06)	
% CHANGE FROM 12/13 BUDGET					0.42	
% CHANGE FROM 12/13 EST ACT					0.35	

**ADMINISTRATION****CITY MANAGER**

The City Manager is the Chief Executive Officer of the City of Ridgecrest. The Manager is charged with oversight over all City Departments and is responsible for implementing the policies and desires of the City Council.

**FY 14-15 Program Objectives**

- Chief Executive Officer for the City of Ridgecrest
- Chief Negotiator in matters of real estate, labor agreements, and Economic Development initiatives.

Fund Budget Unit <b>ADMINISTRATION</b>	001 4120 <b>CITY MANAGER</b>	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		92,593.29	107,433.00	105,546.76	89,451.18	
BENEFITS		26,741.42	28,613.00	30,539.58	27,864.83	
SERVICES AND CHARGES		4,270.62	9,308.00	3,008.74	9,400.00	
MATERIALS AND SUPPLIES		56.36	100.00	86.07	100.00	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		33,980.56	-	-	-	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>157,642.25</b>	<b>145,454.00</b>	<b>139,181.15</b>	<b>126,816.01</b>	
<b>REVENUES</b>						
<b>TAXES</b>						
<b>INTERGOVERNMENTAL</b>						
<b>LICENSES AND PERMITS</b>						
<b>FINES AND FORFEITURES</b>						
<b>USE OF PROPERTY AND MONEY</b>						
<b>CURRENT SERVICE CHARGES</b>						
<b>TRANSFER FROM OTHER FUNDS</b>						
<b>OTHER REVENUE</b>						
<b>TOTAL REVENUE</b>		-	-	-	-	-
<b>NET CITY GENERAL FUND COST</b>		<b>157,642.25</b>	<b>145,454.00</b>	<b>139,181.15</b>	<b>126,816.01</b>	-
% CHANGE FROM 11/12 ACTUAL					(0.20)	
% CHANGE FROM 12/13 BUDGET					(0.13)	
% CHANGE FROM 12/13 EST ACT					(0.09)	

**ADMINISTRATION****CITY CLERK**

The City Clerk maintains all City records, provides copies of public records upon request. This office also prepares an accurate record of the proceeding of the Council in books devoted exclusively to such proceedings; maintains a comprehensive general index to recorded proceedings and notices; publishes, posts and advertises meetings and items as required by law. The City Clerk's office is custodian of the City Seal, conducts and administers elections for the City, administers oaths or affirmations, takes and certifies affidavits and depositions pertaining to City Affairs, receives claims and provides notice of action on the claims, receives all services for suits against the City, and provides Notary Public services to the Public. Risk Management activities providing comprehensive risk financing claims management, safety and regulatory compliance.

**FY 13-14 Program Objectives**

- Re-codification of the City's Municipal Code
- Cross training of employees to cover staffing shortages.
- Protect the general welfare of the community in all decisions
- Continued document imaging of historical records to enhance research and record request capabilities.
- Complete new candidate handbooks for election.

Fund	001					
Budget Unit	4130					
<b>ADMINISTRATION</b>	<b>CITY CLERK</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		65,074.77	71,575.00	69,986.29	90,771.67	
BENEFITS		18,666.25	19,820.00	20,312.89	26,585.55	
SERVICES AND CHARGES		34,156.05	32,000.00	35,397.18	37,200.00	
MATERIALS AND SUPPLIES		375.28	200.00	150.00	200.00	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		25,490.96	-	-	-	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>143,763.31</b>	<b>123,595.00</b>	<b>125,846.36</b>	<b>154,757.22</b>	
<b>REVENUES</b>						
<b>TAXES</b>						
<b>INTERGOVERNMENTAL</b>						
<b>LICENSES AND PERMITS</b>						
<b>FINES AND FORFEITURES</b>						
<b>USE OF PROPERTY AND MONEY</b>						
<b>CURRENT SERVICE CHARGES</b>						
<b>TRANSFER FROM OTHER FUNDS</b>						
<b>OTHER REVENUE</b>						
<b>TOTAL REVENUE</b>		-	-	-	-	
<b>NET CITY GENERAL FUND COST</b>		<b>143,763.31</b>	<b>123,595.00</b>	<b>125,846.36</b>	<b>154,757.22</b>	
% CHANGE FROM 11/12 ACTUAL					0.08	
% CHANGE FROM 12/13 BUDGET					0.25	
% CHANGE FROM 12/13 EST ACT					0.23	

Salary was split between Clerk and HR, now 100% in City Clerk

**ADMINISTRATION****LEGAL**

To provide effective legal representation and advice consistent with the highest professional and ethical standards.

**FY 13-14 Program Objectives**

- Provide competent and timely legal representation and advice to clients.
- Defend the City, its officers, and employees in civil actions.

Fund	001					
Budget Unit	4140					
<b>ADMINISTRATION</b>	<b>LEGAL</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		-	-	-	-	
BENEFITS		-	-	-	-	
SERVICES AND CHARGES		203,706.44	96,000.00	199,688.87	150,000.00	
MATERIALS AND SUPPLIES		-	-	-	-	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		-	-	-	-	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>203,706.44</b>	<b>96,000.00</b>	<b>199,688.87</b>	<b>150,000.00</b>	
<b>REVENUES</b>						
TAXES						
INTERGOVERNMENTAL						
LICENSES AND PERMITS						
FINES AND FORFEITURES						
USE OF PROPERTY AND MONEY						
CURRENT SERVICE CHARGES						
TRANSFER FROM OTHER FUNDS						
OTHER REVENUE						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>NET CITY GENERAL FUND COST</b>		<b>203,706.44</b>	<b>96,000.00</b>	<b>199,688.87</b>	<b>150,000.00</b>	
% CHANGE FROM 11/12 ACTUAL					(0.26)	
% CHANGE FROM 12/13 BUDGET					0.56	
% CHANGE FROM 12/13 EST ACT					(0.25)	

**ADMINISTRATION**

**INFORMATION TECHNOLOGY**

The Information Technology Department is responsible for developing, organizing, directing and administering a wide variety of technology tools, services and programs including: local and wide area networks, computers systems, websites, programming, client-servers, telephone, email and wireless communications, project management, technology purchasing and project implementation.

**FY 14-15 Program Objectives**

- Includes cost accounting system
- Replace desktop computer systems.
- Replace financial system.
- Create failover for system/file storage.
- Upgrade Office to 2010.
- Upgrade desktops to Windows 7.
- Rebuild government broadcast channel.
- Add more cameras for video surveillance.
- Continue upgrade of access control systems.

Fund 001  
 Budget Unit 4192

**ADMINISTRATION**

**INFORMATION TECHNOLOGY**

	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>					
SALARIES AND WAGES	161,067.23	186,848.00	157,132.29	160,353.04	
BENEFITS	50,039.71	55,057.00	47,817.43	49,609.75	
SERVICES AND CHARGES	233,654.75	193,200.00	231,367.56	173,500.00	
MATERIALS AND SUPPLIES	112,377.37	44,000.00	36,603.28	21,700.00	
CAPITAL OUTLAY	-	38,000.00	35,648.62	56,000.00	
DEBT SERVICE	-	-	-	-	
ISF SUPPORT	30,306.44	-	-	-	
TRANSFER TO OTHER FUNDS					
<b>TOTAL NET EXPENDITURES</b>	<b>587,445.50</b>	<b>517,105.00</b>	<b>508,569.18</b>	<b>461,162.79</b>	
<b>REVENUES</b>					
TAXES					
INTERGOVERNMENTAL					
LICENSES AND PERMITS					
FINES AND FORFEITURES					
USE OF PROPERTY AND MONEY					
CURRENT SERVICE CHARGES					
TRANSFER FROM OTHER FUNDS					
OTHER REVENUE					
<b>TOTAL REVENUE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CITY GENERAL FUND COST</b>	<b>587,445.50</b>	<b>517,105.00</b>	<b>508,569.18</b>	<b>461,162.79</b>	<b>-</b>
% CHANGE FROM 11/12 ACTUAL				(0.21)	
% CHANGE FROM 12/13 BUDGET				(0.11)	
% CHANGE FROM 12/13 EST ACT				(0.09)	

**ADMINISTRATION****ADVERTISING**

To contribute to the City's economy and quality of life.

**FY 14-15 Program Objectives**

- Contribute to City's economy through marketing the region as a tourism destination.
- Includes \$10,000 for Petroglyph festival
- Took out \$500 for Chamber of Commerce

Fund	001					
Budget Unit	4193					
<b>ADMINISTRATION</b>	<b>ADVERTISING</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		-	-	-	-	
BENEFITS		-	-	-	-	
SERVICES AND CHARGES		50,000.00	2,500.00	2,500.00	10,000.00	
MATERIALS AND SUPPLIES		-	-	-	-	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		-	-	-	-	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>50,000.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>10,000.00</b>	
<b>REVENUES</b>						
TAXES						
INTERGOVERNMENTAL						
LICENSES AND PERMITS						
FINES AND FORFEITURES						
USE OF PROPERTY AND MONEY						
CURRENT SERVICE CHARGES						
TRANSFER FROM OTHER FUNDS						
OTHER REVENUE						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>NET CITY GENERAL FUND COST</b>		<b>50,000.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>10,000.00</b>	
% CHANGE FROM 11/12 ACTUAL					(0.80)	
% CHANGE FROM 12/13 BUDGET					3.00	
% CHANGE FROM 12/13 EST ACT					3.00	

**ADMINISTRATION**

**GENERAL GOVERNMENT**

General government/non budget unit specific revenue and expenses, including Tax Revenue and General Fund Debt Repayment.

**FY 14-15 Program Objectives**

Fund Budget Unit <b>ADMINISTRATION</b>	001 4199 <b>GENERAL GOVERNMENT</b>	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES			-	-	-	
BENEFITS			-	-	-	
SERVICES AND CHARGES		117,041.82	53,500.00	195,827.26	76,600.00	
MATERIALS AND SUPPLIES		-	-	-	-	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		19,812.40	-	3,351.64	1,000.00	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>136,854.22</b>	<b>53,500.00</b>	<b>199,178.90</b>	<b>77,600.00</b>	
<b>REVENUES</b>						
TAXES		9,452,741.36	7,633,127.00	8,324,264.00	7,244,384.90	1,020,000.00 \$230,000 in Engineering
INTERGOVERNMENTAL		66,618.61	43,000.00	35,373.15	3,000.00	
LICENSES AND PERMITS			-		-	
FINES AND FORFEITURES		212.76	250.00	949.25	250.00	
USE OF PROPERTY AND MONEY		728.16	-	2,213.52	-	
CURRENT SERVICE CHARGES		32,302.40	31,275.00	168,955.73	91,225.00	
TRANSFER FROM OTHER FUNDS			-		-	
OTHER REVENUE		934,425.26	251,600.00	350,531.29	225,600.00	
<b>TOTAL REVENUE</b>		<b>10,487,028.55</b>	<b>7,959,252.00</b>	<b>8,882,286.94</b>	<b>7,564,459.90</b>	<b>1,020,000.00</b>
<b>NET CITY GENERAL FUND COST</b>		<b>(10,350,174.33)</b>	<b>(7,905,752.00)</b>	<b>(8,683,108.04)</b>	<b>(8,506,859.90)</b>	
% CHANGE FROM 11/12 ACTUAL					(0.18)	
% CHANGE FROM 12/13 BUDGET					0.08	
% CHANGE FROM 12/13 EST ACT					(0.02)	

**PUBLIC WORKS/SERVICES**

**RDA CD**

The Ridgecrest Redevelopment Successor Agency assumed the obligations, assets, objectives and goals of winding down and completing the affairs of the former Ridgecrest Redevelopment Agency. Enforceable obligations, existing agreements, and the disposition and sale of existing properties and assets are the primary actions of the successor agency.

**FY 14-15 Program Objectives**

- Staffing of the Oversight Board to the RRSA.
- Super Walmart Retail Center and associated new development.
- Finish the allowable programs and projects as approved by the Oversight Board.
  - Implementation of the recognized obligation payment schedule (ROPS).
  - Status of the Tax Allocation Bond (TAB) funding.
- Disposition of assets and real property.
- Ridgecrest Business Park development.

Fund 001  
 Budget Unit 4460  
**PUBLIC WORKS/SERVICES RDA CD**

	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>					
SALARIES AND WAGES	207,054.32	73,216.00	74,728.52	72,806.69	
BENEFITS	60,464.75	21,248.00	23,624.70	23,603.00	
SERVICES AND CHARGES	84,209.66	90,000.00	81,341.56	157,500.00	
MATERIALS AND SUPPLIES	-	-	-	-	
CAPITAL OUTLAY	-	-	-	-	
DEBT SERVICE	-	-	-	-	
ISF SUPPORT	3,303.09	-	503.47	-	
TRANSFER TO OTHER FUNDS					
<b>TOTAL NET EXPENDITURES</b>	<b>355,031.82</b>	<b>184,464.00</b>	<b>180,198.25</b>	<b>253,909.69</b>	
<b>REVENUES</b>					
TAXES	310				
INTERGOVERNMENTAL	320				
LICENSES AND PERMITS	330				
FINES AND FORFEITURES	340				
USE OF PROPERTY AND MONEY	350				
CURRENT SERVICE CHARGES	360				
TRANSFER FROM OTHER FUNDS	-	-	-	-	
OTHER REVENUE	390				
<b>TOTAL REVENUE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>NET CITY GENERAL FUND COST</b>	<b>355,031.82</b>	<b>184,464.00</b>	<b>180,198.25</b>	<b>253,909.69</b>	
% CHANGE FROM 11/12 ACTUAL				(0.28)	
% CHANGE FROM 12/13 BUDGET				0.38	
% CHANGE FROM 12/13 EST ACT				0.41	

**FINANCE**

**HUMAN RESOURCES**

The focus of Human Resources is to provide information and services to the employee and public.

**FY 13-14 Program Objectives**

- Recruit employees for departments as needed, ensuring that the highest qualified and knowledgeable applicant is selected with impartiality and fairness.
- Serve as a point of contact for general questions pertaining to employment, personnel issues, personnel records, employee benefits and retirement.
- Support and provide back-up to the City's Department of Transportation Drug and Alcohol Policy and Program.
- Provide service to employees in areas of pay, evaluations, benefits, retirement and information.
- Assist management with Union Negotiations and labor contracts include CalPERS Retirement.
- Records management for all Personnel Records.
- Provide support for Management and serve as a Liasion between the Public, Employees, Council and Management.

Fund	001					
Budget Unit	4125					
<b>FINANCE</b>	<b>HUMAN RESOURCES</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		28,561.69	62,650.00	72,823.12	88,721.79	
BENEFITS		12,195.93	27,355.00	31,727.44	42,004.91	
SERVICES AND CHARGES		44,197.62	9,160.00	7,965.14	8,480.00	
MATERIALS AND SUPPLIES		596.81	400.00	400.00	400.00	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		7,838.96	-	-	-	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>93,391.01</b>	<b>99,565.00</b>	<b>112,915.70</b>	<b>139,606.70</b>	
<b>REVENUES</b>						
TAXES						
INTERGOVERNMENTAL						
LICENSES AND PERMITS						
FINES AND FORFEITURES						
USE OF PROPERTY AND MONEY						
CURRENT SERVICE CHARGES						
TRANSFER FROM OTHER FUNDS						
OTHER REVENUE						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>NET CITY GENERAL FUND COST</b>		<b>93,391.01</b>	<b>99,565.00</b>	<b>112,915.70</b>	<b>139,606.70</b>	
% CHANGE FROM 11/12 ACTUAL					0.49	
% CHANGE FROM 12/13 BUDGET					0.40	
% CHANGE FROM 12/13 EST ACT					0.24	

**FINANCE****FINANCE**

Finance is responsible for the financial management of the City, including production of financial reports, administration of all debt financing, revenue collection, accounts payable, payroll, investment of the City's idle cash, and business license administration. This activity is responsible for preparing, monitoring and analyzing the City's budget, financial trend monitoring, management analysis, auditing function and comprehensive annual financial reporting. All required Federal, State and other agency reports pertaining to the City's financial status are upheld.

**FY 13-14 Program Objectives**

- Maintain a high level of professionalism in all the City's financial practices and procedures and provide timely and accurate financial information for City departments to make sound fiscal decisions.
- Manage the City's investment portfolio within the guidelines adopted by the City investment policy.
- Provide sound financial planning for the City through the budget process.
- Prepare the City's CAFR, obtain an unqualified audit opinion.
- Prepare an Annual Operating Budget on the City's Website.
- Provide businesses with information regarding compliance with the Business License Tax Code.
- Provide businesses with information regarding compliance with the Transient Occupancy Tax Code.
- Process invoices, deposits, vendor payments, purchase contracts and claims in a timely and accurate manner.

Fund 001  
 Budget Unit 4150  
**FINANCE FINANCE**

	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>					
SALARIES AND WAGES	297,015.89	319,064.00	309,715.53	356,008.11	
BENEFITS	104,134.74	102,713.00	109,793.24	124,013.39	
SERVICES AND CHARGES	77,871.53	88,850.00	116,791.16	109,600.00	
MATERIALS AND SUPPLIES	5,935.26	6,500.00	3,418.56	7,500.00	
CAPITAL OUTLAY	-	-	-	-	
DEBT SERVICE	-	-	-	-	
ISF SUPPORT	108,752.74	-	-	-	
TRANSFER TO OTHER FUNDS					
<b>TOTAL NET EXPENDITURES</b>	<b>593,710.16</b>	<b>517,127.00</b>	<b>539,718.49</b>	<b>597,121.50</b>	
<b>REVENUES</b>					
TAXES					
INTERGOVERNMENTAL					
LICENSES AND PERMITS					
FINES AND FORFEITURES					
USE OF PROPERTY AND MONEY					
CURRENT SERVICE CHARGES					
TRANSFER FROM OTHER FUNDS					
OTHER REVENUE					
<b>TOTAL REVENUE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>NET CITY GENERAL FUND COST</b>	<b>593,710.16</b>	<b>517,127.00</b>	<b>539,718.49</b>	<b>597,121.50</b>	
% CHANGE FROM 11/12 ACTUAL				0.01	
% CHANGE FROM 12/13 BUDGET				0.15	
% CHANGE FROM 12/13 EST ACT				0.11	

**PUBLIC SAFETY****POLICE**

The Ridgecrest Police Department is responsible for law enforcement services and other related activities within the City. The major projects of the Police Department are animal control, disaster preparedness, patrol, investigations, school resource officer, PACT program and code enforcement.

**FY 14-15 Program Objectives**

- Proactively enforce violations of city, state and federal laws, and investigate all forms of criminal activity to increase the quality of life for those living in and visiting the Indian Wells Valley.
- Integrate the Community Oriented Policing (COP) philosophy into every day duties.
- Continue to provide a full-time school resource officer to deter formation and development of gangs in our community.
- Protection of the public health and the regulation, registration, and disposition of domestic pets such as dogs and cats.
- Containment, control, and disposition of problem feral or wild animals.

Fund Budget Unit <b>PUBLIC SAFETY</b>	001 4210 <b>POLICE SERVICES</b>	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		3,365,282.52	3,341,194.00	3,682,595.27	3,004,874.41	850,000.00
BENEFITS		1,674,944.58	1,668,007.00	1,872,984.51	1,361,400.86	400,000.00
SERVICES AND CHARGES		239,122.35	383,050.00	473,005.31	440,400.00	
MATERIALS AND SUPPLIES		49,471.53	94,465.00	75,867.81	92,350.00	
CAPITAL OUTLAY		160,945.60	185,000.00	255,184.01	331,836.00	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		661,143.87	155,000.00	170,956.03	155,000.00	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>6,150,910.45</b>	<b>5,826,716.00</b>	<b>6,530,592.94</b>	<b>5,385,861.27</b>	<b>1,250,000.00</b>
<b>REVENUES</b>						
TAXES		212,201.92	1,154,117.48	1,234,117.48	193,647.00	1,250,000.00
INTERGOVERNMENTAL		233,252.72	387,750.00	558,170.25	343,550.00	
LICENSES AND PERMITS		41,904.00	39,500.00	44,570.00	41,800.00	
FINES AND FORFEITURES		115,176.39	96,950.00	67,207.52	66,050.00	
USE OF PROPERTY AND MONEY			-			
CURRENT SERVICE CHARGES		164,592.18	165,090.00	188,043.96	204,916.00	
TRANSFER FROM OTHER FUNDS			-		105,000.00	
OTHER REVENUE		18,903.37	17,300.00	17,506.24	117,300.00	
<b>TOTAL REVENUE</b>		<b>786,030.58</b>	<b>1,860,707.48</b>	<b>2,109,615.45</b>	<b>1,072,263.00</b>	<b>1,250,000.00</b>
<b>NET CITY GENERAL FUND COST</b>		<b>5,364,879.87</b>	<b>3,966,008.52</b>	<b>4,420,977.49</b>	<b>4,313,598.27</b>	<b>-</b>
% CHANGE FROM 11/12 ACTUAL					(0.20)	
% CHANGE FROM 12/13 BUDGET					0.09	
% CHANGE FROM 12/13 EST ACT					(0.02)	

**PUBLIC SAFETY****DISASTER PREPAREDNESS**

To be proactive in our efforts to be better prepared for future disasters and emergencies and it will aid us in recovering expenditures through FEMA, in the event of a disaster.

**FY 14-15 Program Objectives**

- Host the Indian Wells Valley Emergency Services committee meetings.
- Remain proactive in preparation for future disasters and emergency aid.

Fund	001					
Budget Unit	4260					
<b>PUBLIC SAFETY</b>	<b>DISASTER PREPAREDNESS</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		-	-	-	-	
BENEFITS		-	-	-	-	
SERVICES AND CHARGES		843.00	843.00	843.00	843.00	
MATERIALS AND SUPPLIES		-	1,028.00	843.00	1,528.00	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		-	-	-	-	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>843.00</b>	<b>1,871.00</b>	<b>1,686.00</b>	<b>2,371.00</b>	
<b>REVENUES</b>						
TAXES						
INTERGOVERNMENTAL						
LICENSES AND PERMITS						
FINES AND FORFEITURES						
USE OF PROPERTY AND MONEY						
CURRENT SERVICE CHARGES						
TRANSFER FROM OTHER FUNDS						
OTHER REVENUE						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CITY GENERAL FUND COST</b>		<b>843.00</b>	<b>1,871.00</b>	<b>1,686.00</b>	<b>2,371.00</b>	<b>-</b>
% CHANGE FROM 11/12 ACTUAL					1.81	
% CHANGE FROM 12/13 BUDGET					0.27	
% CHANGE FROM 12/13 EST ACT					0.41	

**PUBLIC SAFETY****FIRE PROTECTION**

To protect life and property by providing effective public education, fire prevention and emergency services.

**FY 14-15 Program Objectives**

- Preservation of life, property and the environment.
- Fire, rescue and medical aid response.
- Fire and injury prevention.

Fund	001					
Budget Unit	4280					
PUBLIC SAFETY	FIRE PROTECTION					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		-	-	-	-	
BENEFITS		-	-	-	-	
SERVICES AND CHARGES		-	382,557.00	782,557.00	400,000.00	
MATERIALS AND SUPPLIES		-	-	-	-	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		-	-	-	-	
TRANSFER TO OTHER FUNDS		-	-	-	-	
<b>TOTAL NET EXPENDITURES</b>		-	382,557.00	782,557.00	400,000.00	
<b>REVENUES</b>						
TAXES						
INTERGOVERNMENTAL						
LICENSES AND PERMITS						
FINES AND FORFEITURES						
USE OF PROPERTY AND MONEY						
CURRENT SERVICE CHARGES						
TRANSFER FROM OTHER FUNDS						
OTHER REVENUE						
<b>TOTAL REVENUE</b>		-	-	-	-	
<b>NET CITY GENERAL FUND COST</b>		-	382,557.00	782,557.00	400,000.00	
% CHANGE FROM 11/12 ACTUAL					#DIV/0!	
% CHANGE FROM 12/13 BUDGET					0.05	
% CHANGE FROM 12/13 EST ACT					(0.49)	

**PUBLIC SERVICES****BUILDING**

The Building Division provides building and safety services for building permits and inspections. Coordinates with County of Kern contracted staff, Building Inspector, and Plan Check. Provide Public Service Counter staffing and will be redirected to assist Planning inquiries.

**FY 14-15 Program Objectives**

- County of Kern Building Inspector and support staff.
- County of Kern Fire Prevention Marshall interface.
- Building Permit & Inspection consideration and review of outsourcing.

Fund	001					
Budget Unit	4430					
<b>PUBLIC WORKS/SERVICES</b>	<b>BUILDING</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		73,480.44	149,813.00	150,968.82	152,160.81	
BENEFITS		27,890.97	61,705.00	77,071.08	67,532.70	
SERVICES AND CHARGES		2,504.19	117,275.00	2,757.00	5,200.00	
MATERIALS AND SUPPLIES		169.27	150.00	147.24	200.00	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		42,443.02	-	-	-	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>146,487.89</b>	<b>328,943.00</b>	<b>230,944.14</b>	<b>225,093.51</b>	
<b>REVENUES</b>						
TAXES			-			
INTERGOVERNMENTAL			-			
LICENSES AND PERMITS		140,205.53	125,500.00	118,101.31	126,500.00	
FINES AND FORFEITURES			-			
USE OF PROPERTY AND MONEY			-			
CURRENT SERVICE CHARGES		47,856.30	64,500.00	53,137.28	59,440.00	
TRANSFER FROM OTHER FUNDS			-			
OTHER REVENUE			-			
<b>TOTAL REVENUE</b>		<b>188,061.83</b>	<b>190,000.00</b>	<b>171,238.59</b>	<b>185,940.00</b>	
<b>NET CITY GENERAL FUND COST</b>		<b>(41,573.94)</b>	<b>138,943.00</b>	<b>59,705.55</b>	<b>39,153.51</b>	
% CHANGE FROM 11/12 ACTUAL					(1.94)	
% CHANGE FROM 12/13 BUDGET					(0.72)	
% CHANGE FROM 12/13 EST ACT					(0.34)	

**PUBLIC WORKS/SERVICES**

**PLANNING**

The Planning Division provides short term, long term and advance planning. Responsible for review of all applications, site plan review, Conditional Use Permits, Variances, Tract Maps, General Plan and/or Zoning Amendments, CEQA, Sign Permits and Home Occupations. Support staff for the Planning Commission and Web Site updates.

**FY 14-15 Program Objectives**

- Review applications, Site Plan Review, Conditional Use Permits, Variances, Tract Maps, General Plan and/or Zoning Amendments, CEQA, Sign Permits and Home Occupation permits.
- Support staff for the Planning Commission and Web Site updates.
- Implementation of the 2007-2027 General Plan, Old Towne Action Plan , Housing Element Update, Zoning and Sign Ordinance Update and day-to-day planning activities.

Fund	001					
Budget Unit	4480					
<b>PUBLIC WORKS/SERVICES</b>	<b>PLANNING</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		120,602.04	133,542.00	116,448.83	111,842.41	
BENEFITS		32,703.59	33,439.00	42,133.91	40,218.05	
SERVICES AND CHARGES		1,254.10	36,700.00	42,411.15	2,900.00	
MATERIALS AND SUPPLIES		101.29	300.00	100.00	300.00	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		59,166.96	-	-	-	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>213,827.98</b>	<b>203,981.00</b>	<b>201,093.89</b>	<b>155,260.46</b>	
<b>REVENUES</b>						
<b>TAXES</b>						
<b>INTERGOVERNMENTAL</b>						
LICENSES AND PERMITS					-	
<b>FINES AND FORFEITURES</b>						
<b>USE OF PROPERTY AND MONEY</b>						
CURRENT SERVICE CHARGES				-		
<b>TRANSFER FROM OTHER FUNDS</b>						
<b>OTHER REVENUE</b>						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>NET CITY GENERAL FUND COST</b>		<b>213,827.98</b>	<b>203,981.00</b>	<b>201,093.89</b>	<b>155,260.46</b>	
% CHANGE FROM 11/12 ACTUAL					(0.27)	
% CHANGE FROM 12/13 BUDGET					(0.24)	
% CHANGE FROM 12/13 EST ACT					(0.23)	

**PUBLIC WORKS/SERVICES****PLANNING**

The Planning Division provides short term, long term and advance planning. Responsible for review of all applications, site plan review, Conditional Use Permits, Variances, Tract Maps, General Plan and/or Zoning Amendments, CEQA, Sign Permits and Home Occupations. Support staff for the Planning Commission and Web Site updates.

**FY 14-15 Program Objectives**

- Review applications, site plan review, Conditional Use Permits, Variances, Tract Maps, General Plan and/or Zoning Amendments, CEQA, Sign permits and Home Occupation permits.
- Bi monthly Meetings to felicitate development and review of community standards and goals.

Fund	001					
Budget Unit	4492					
<b>PUBLIC WORKS/SERVICES</b>	<b>PLANNING COMMISSION</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		11,827.04	12,000.00	11,400.00	12,000.00	
BENEFITS		700.15	710.00	699.96	736.80	
SERVICES AND CHARGES		350.00	350.00	350.00	350.00	
MATERIALS AND SUPPLIES		-	-	-	-	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		-	-	-	-	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>12,877.19</b>	<b>13,060.00</b>	<b>12,449.96</b>	<b>13,086.80</b>	
<b>REVENUES</b>						
TAXES						
INTERGOVERNMENTAL						
LICENSES AND PERMITS						
FINES AND FORFEITURES						
USE OF PROPERTY AND MONEY						
CURRENT SERVICE CHARGES						
TRANSFER FROM OTHER FUNDS						
OTHER REVENUE						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CITY GENERAL FUND COST</b>		<b>12,877.19</b>	<b>13,060.00</b>	<b>12,449.96</b>	<b>13,086.80</b>	<b>-</b>
% CHANGE FROM 11/12 ACTUAL					0.02	
% CHANGE FROM 12/13 BUDGET					0.00	
% CHANGE FROM 12/13 EST ACT					0.05	

**PARKS AND RECREATION****BUILDING MAINTENANCE**

Parks and Recreation Building Maintenance responsibility is to Provide responsive maintenance services to ensure that all City facilities are kept in a safe and fully operational condition.

**FY14-15 Program Objectives**

- Provide responsive maintenance services to ensure that all City facilities are kept in a safe and fully operational condition.

Fund	001					
Budget Unit	4191					
<b>PARKS AND RECREATION</b>	<b>BUILDING MAINTENANCE</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		45,627.40	102,678.00	56,308.70	70,238.74	
BENEFITS		25,400.47	45,761.00	29,648.21	34,934.53	
SERVICES AND CHARGES		163,694.99	144,525.00	91,585.04	80,000.00	
MATERIALS AND SUPPLIES		22,830.84	28,700.00	12,461.08	18,300.00	
CAPITAL OUTLAY		-	18,123.00	-	46,526.73	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		-	-	-	-	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>257,553.70</b>	<b>339,787.00</b>	<b>190,003.03</b>	<b>250,000.00</b>	
<b>REVENUES</b>						
<b>TAXES</b>						
<b>INTERGOVERNMENTAL</b>						
<b>LICENSES AND PERMITS</b>						
<b>FINES AND FORFEITURES</b>						
<b>USE OF PROPERTY AND MONEY</b>						
<b>CURRENT SERVICE CHARGES</b>						
<b>TRANSFER FROM OTHER FUNDS</b>						
<b>OTHER REVENUE</b>						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CITY GENERAL FUND COST</b>		<b>257,553.70</b>	<b>339,787.00</b>	<b>190,003.03</b>	<b>250,000.00</b>	<b>-</b>
<b>% CHANGE FROM 11/12 ACTUAL</b>					<b>(0.03)</b>	
<b>% CHANGE FROM 12/13 BUDGET</b>					<b>(0.26)</b>	
<b>% CHANGE FROM 12/13 EST ACT</b>					<b>0.32</b>	

**PUBLIC SERVICES**

**PARKS AND RECREATION**

The Parks and Recreation Department is responsible for facility management and maintenance for all City parks and facilities. The Department also offers a variety of sports and recreational activities for all ages.

**FY 14-15 Program Objectives**

- Repair over used play areas with a turf and weed control program.
- New playgrounds at Pearson Park and Upjohn Parks.
- Tree and plant replacements on medians.

Fund 001  
 Budget Unit 4610  
**Parks & Recreation**

	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>					
SALARIES AND WAGES	149,066.48	85,321.00	88,070.21	78,133.99	
BENEFITS	50,629.27	26,135.00	24,234.25	19,064.47	
SERVICES AND CHARGES	2,140.73	2,625.00	256.49	3,425.00	
MATERIALS AND SUPPLIES	244.68	-	220.00	700.00	
CAPITAL OUTLAY	-	-	-	-	
DEBT SERVICE	-	-	-	-	
ISF SUPPORT	33,645.92	-	3,854.33	2,000.00	
TRANSFER TO OTHER FUNDS					
<b>TOTAL NET EXPENDITURES</b>	<b>235,727.08</b>	<b>114,081.00</b>	<b>116,635.28</b>	<b>103,323.46</b>	
<b>REVENUES</b>					
TAXES	310				
INTERGOVERNMENTAL	320				
LICENSES AND PERMITS	330				
FINES AND FORFEITURES	340				
USE OF PROPERTY AND MONEY	350				
CURRENT SERVICE CHARGES	360				
TRANSFER FROM OTHER FUNDS	380				
OTHER REVENUE	390				
<b>TOTAL REVENUE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>NET CITY GENERAL FUND COST</b>	<b>235,727.08</b>	<b>114,081.00</b>	<b>116,635.28</b>	<b>103,323.46</b>	
% CHANGE FROM 11/12 ACTUAL				(0.56)	
% CHANGE FROM 12/13 BUDGET				(0.09)	
% CHANGE FROM 12/13 EST ACT				(0.11)	

**PUBLIC SERVICES**

**PARKS AND RECREATION**

The Parks and Recreation Department is responsible for facility management and maintenance for all City parks and facilities. The Department also offers a variety of sports and recreational activities for all ages.

**FY 14-15 Program Objectives**

- Repair over used play areas with a turf and weed control program.
- New playgrounds at Pearson Park and Upjohn Parks.
- Tree and plant replacements on medians.

Fund 001  
 Budget Unit 4620  
**Parks & Recreation**

	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>					
SALARIES AND WAGES	236,897.33	427,447.00	220,678.80	187,565.75	
BENEFITS	52,411.93	72,752.00	53,714.23	50,433.97	
SERVICES AND CHARGES	60,978.91	64,381.00	42,435.97	51,131.00	
MATERIALS AND SUPPLIES	22,974.12	8,600.00	16,208.92	30,000.00	
CAPITAL OUTLAY	-	-	-	-	
DEBT SERVICE	-	-	-	-	
ISF SUPPORT	27,865.20	-	-	-	
TRANSFER TO OTHER FUNDS					
<b>TOTAL NET EXPENDITURES</b>	<b>401,127.49</b>	<b>573,180.00</b>	<b>333,037.92</b>	<b>319,130.72</b>	
<b>REVENUES</b>					
TAXES	310	-			
INTERGOVERNMENTAL	320 14,944.14	16,363.00	31,637.00	31,637.00	
LICENSES AND PERMITS	330	-			
FINES AND FORFEITURES	340	-			
USE OF PROPERTY AND MONEY	350 -	-	-	-	
CURRENT SERVICE CHARGES	360 326,929.82	353,384.00	298,483.67	341,830.00	
TRANSFER FROM OTHER FUNDS	380	-			
OTHER REVENUE	390 7,500.00	-	5,000.00	5,000.00	
<b>TOTAL REVENUE</b>	<b>349,373.96</b>	<b>369,747.00</b>	<b>335,120.67</b>	<b>378,467.00</b>	
<b>NET CITY GENERAL FUND COST</b>	<b>51,753.53</b>	<b>203,433.00</b>	<b>(2,082.75)</b>	<b>(59,336.28)</b>	
% CHANGE FROM 11/12 ACTUAL				(2.15)	
% CHANGE FROM 12/13 BUDGET				(1.29)	
% CHANGE FROM 12/13 EST ACT				27.49	

**PUBLIC SERVICES**

**PARKS AND RECREATION**

The Parks and Recreation Department is responsible for facility management and maintenance for all City parks and facilities. The Department also offers a variety of sports and recreational activities for all ages.

**FY 14-15 Program Objectives**

- Repair over used play areas with a turf and weed control program.
- New playgrounds at Pearson Park and Upjohn Parks.
- Tree and plant replacements on medians.

Fund 001  
 Budget Unit 4630  
**Parks & Recreation**

	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>					
SALARIES AND WAGES	254,521.30	203,851.00	240,366.66	252,404.00	
BENEFITS	118,484.44	118,228.00	108,583.82	109,459.54	
SERVICES AND CHARGES	322,621.56	181,600.00	290,827.69	321,450.00	
MATERIALS AND SUPPLIES	111,441.55	104,790.00	81,220.55	104,670.00	
CAPITAL OUTLAY	127,356.53	16,000.00	14,388.77	72,129.28	
DEBT SERVICE	-	-	-	-	
ISF SUPPORT	35,382.39	36,179.00	12,365.43	20,000.00	
TRANSFER TO OTHER FUNDS					
<b>TOTAL NET EXPENDITURES</b>	<b>969,807.77</b>	<b>660,648.00</b>	<b>747,752.92</b>	<b>880,112.82</b>	
<b>REVENUES</b>					
TAXES	310				
INTERGOVERNMENTAL	320				
LICENSES AND PERMITS	330				
FINES AND FORFEITURES	340				
USE OF PROPERTY AND MONEY	350				
CURRENT SERVICE CHARGES	360				
TRANSFER FROM OTHER FUNDS	380				
OTHER REVENUE	390				
<b>TOTAL REVENUE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>NET CITY GENERAL FUND COST</b>	<b>969,807.77</b>	<b>660,648.00</b>	<b>747,752.92</b>	<b>880,112.82</b>	
% CHANGE FROM 11/12 ACTUAL				(0.09)	
% CHANGE FROM 12/13 BUDGET				0.33	
% CHANGE FROM 12/13 EST ACT				0.18	

**GAS TAX**

**STREETLIGHTS**

Maintenance and upkeep of City Streetlights.

**FY 14-15 Program Objectives**

- Maintain and upkeep of City streetlights.

Fund  
 Budget Unit  
**GAS TAX**

002  
 4270  
**STREETLIGHTS**

	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>					
SALARIES AND WAGES	-	-	-	-	-
BENEFITS	-	-	-	-	-
SERVICES AND CHARGES	230,470.62	240,000.00	230,865.58	240,000.00	
MATERIALS AND SUPPLIES	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-
ISF SUPPORT	-	-	-	-	-
<b>TOTAL NET EXPENDITURES</b>	<b>230,470.62</b>	<b>240,000.00</b>	<b>230,865.58</b>	<b>240,000.00</b>	
<b>REVENUES</b>					
TAXES					
INTERGOVERNMENTAL					
LICENSES AND PERMITS					
FINES AND FORFEITURES					
USE OF PROPERTY AND MONEY					
CURRENT SERVICE CHARGES					
TRANSFER FROM OTHER FUNDS					
OTHER REVENUE					
<b>TOTAL REVENUE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CITY GENERAL FUND COST</b>	<b>230,470.62</b>	<b>240,000.00</b>	<b>230,865.58</b>	<b>240,000.00</b>	<b>-</b>
% CHANGE FROM 11/12 ACTUAL				0.04	
% CHANGE FROM 12/13 BUDGET				-	
% CHANGE FROM 12/13 EST ACT				0.04	

**GAS TAX**

**TRAFFIC SIGNALS**

Upkeep and Maintenance of City Traffic Signals.

**FY 14-15 Program Objectives**

- Maintain and upkeep of City traffic signals.

Fund  
 Budget Unit  
**GAS TAX**

002  
 4310  
**TRAFFIC SIGNALS**

	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>					
SALARIES AND WAGES	-	-	-	-	-
BENEFITS	-	-	-	-	-
SERVICES AND CHARGES	39,141.39	60,000.00	42,268.27	52,500.00	
MATERIALS AND SUPPLIES	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-
ISF SUPPORT	-	-	-	-	-
<b>TOTAL NET EXPENDITURES</b>	<b>39,141.39</b>	<b>60,000.00</b>	<b>42,268.27</b>	<b>52,500.00</b>	
<b>REVENUES</b>					
TAXES					
INTERGOVERNMENTAL					
LICENSES AND PERMITS					
FINES AND FORFEITURES					
USE OF PROPERTY AND MONEY					
CURRENT SERVICE CHARGES					
TRANSFER FROM OTHER FUNDS					
OTHER REVENUE					
<b>TOTAL REVENUE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CITY GENERAL FUND COST</b>	<b>39,141.39</b>	<b>60,000.00</b>	<b>42,268.27</b>	<b>52,500.00</b>	<b>-</b>
% CHANGE FROM 11/12 ACTUAL				0.34	
% CHANGE FROM 12/13 BUDGET				(0.13)	
% CHANGE FROM 12/13 EST ACT				0.24	

**GAS TAX**

**STREET MAINTENANCE**

The street crew provides maintenance, repair and street sweeping services for 262 curb miles of streets. This includes repair of infrastructure such as curbs, gutters, sidewalks, drainage systems, signs and painting.

**FY 14-15 Program Objectives**

- To respond expeditiously to the needs of the community.
- To identify and mitigate possible street hazards with available resources.
- To apply a Cape Seal to Las Flores Avenue between China Lake Blvd and Norma St.

Fund	002					
Budget Unit	4340					
GAS TAX	STREET MAINTENANCE					
	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L	FY 2014-15 CITY MANAGER TAB
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES	247,577.08	330,615.00	336,179.76	361,637.41		
BENEFITS	113,159.53	153,673.00	154,903.30	154,830.73		
SERVICES AND CHARGES	12,722.55	13,800.00	132,536.35	168,500.00		
MATERIALS AND SUPPLIES	97,131.28	447,897.00	1,337,032.91	45,070.00	890,000.00	2,700,000.00
CAPITAL OUTLAY	-	140,000.00	140,000.00	-		
DEBT SERVICE	-	-	-	-		
ISF SUPPORT	128,355.02	130,000.00	93,345.96	130,000.00		
<b>TOTAL NET EXPENDITURES</b>	<b>598,945.46</b>	<b>1,215,985.00</b>	<b>2,193,998.28</b>	<b>860,038.14</b>	<b>890,000.00</b>	<b>2,700,000.00</b>
<b>REVENUES</b>						
TAXES	612,967.31	1,395,000.00	557,822.22	595,000.00	1,020,000.00	2,854,000.00
INTERGOVERNMENTAL		-				
LICENSES AND PERMITS		-				
FINES AND FORFEITURES		-				
USE OF PROPERTY AND MONEY	164.72	-	281.67			
CURRENT SERVICE CHARGES		-				
TRANSFER FROM OTHER FUNDS	-	-	-	-		
OTHER REVENUE	230.00	-				
<b>TOTAL REVENUE</b>	<b>613,362.03</b>	<b>1,395,000.00</b>	<b>558,103.89</b>	<b>595,000.00</b>	<b>1,020,000.00</b>	<b>2,854,000.00</b>
<b>NET CITY GENERAL FUND COST</b>	<b>(14,416.57)</b>	<b>(179,015.00)</b>	<b>1,635,894.39</b>	<b>(18,961.86)</b>		
% CHANGE FROM 11/12 ACTUAL				0.32		
% CHANGE FROM 12/13 BUDGET				(0.89)		
% CHANGE FROM 12/13 EST ACT				(1.01)		

**PUBLIC SERVICES**

**STREET SWEEPING**

To provide only necessary Street Sweeping services as needed.

**FY 14-15 Program Objectives**

- Provide necessary street sweeping services as necessary.

Fund	002					
Budget Unit	4346					
<b>GAS TAX</b>	<b>STREET SWEEPING</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		-	-	-	-	
BENEFITS		-	-	-	-	
SERVICES AND CHARGES		620.73	5,000.00	24,830.55	1,000.00	
MATERIALS AND SUPPLIES		-	-	-	-	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		-	-	-	-	
<b>TOTAL NET EXPENDITURES</b>		<b>620.73</b>	<b>5,000.00</b>	<b>24,830.55</b>	<b>1,000.00</b>	
<b>REVENUES</b>						
TAXES						
INTERGOVERNMENTAL						
LICENSES AND PERMITS						
FINES AND FORFEITURES						
USE OF PROPERTY AND MONEY						
CURRENT SERVICE CHARGES						
TRANSFER FROM OTHER FUNDS						
OTHER REVENUE						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CITY GENERAL FUND COST</b>		<b>620.73</b>	<b>5,000.00</b>	<b>24,830.55</b>	<b>1,000.00</b>	<b>-</b>
% CHANGE FROM 11/12 ACTUAL					0.61	
% CHANGE FROM 12/13 BUDGET					(0.80)	
% CHANGE FROM 12/13 EST ACT					(0.96)	

**TRANSIT**

**PUBLIC TRANSIT**

The Transit Department operates a Demand Responsive Transit System within Ridgecrest and the surrounding area. The main funding source for Ridgecrest's transit comes from the State Transportation Development Act, which is a restricted share of the State sales tax. Other sources include the Federal Transit Administration programs, Kern County, and a small share from passenger fares.

**FY 14-15 Program Objectives**

- As funding becomes available, begin construction of new Transit Maintenance Facility utilizing Transportation PTMISEA funding grant (\$830,000.00).
- As funding becomes available, begin Transit Hub Station in Inyokern for the Inter-City connection with Crest Route System utilizing Transportation PTMISEA funding grant (\$300,000.00).
- Complete design and implement an ADA (Americans with Disabilities Act) compliant Deviated Flex Route System.
- Implement a marketing strategy to alert community of new Ridgerunner route system.
- Work with service agencies to transition them to new system policies and procedures.
- Purchase software for new route buses to meet with ADA hearing impaired regulations.

Fund	003					
Budget Unit	4360					
<b>TRANSIT</b>	<b>PUBLIC TRANSIT</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		379,548.43	442,517.00	422,893.27	383,348.90	
BENEFITS		184,693.47	209,446.00	203,474.30	182,480.29	
SERVICES AND CHARGES		187,675.29	132,255.00	228,476.12	169,700.00	
MATERIALS AND SUPPLIES		16,139.37	22,000.00	4,452.13	10,900.00	
CAPITAL OUTLAY		-	90,000.00	861,310.64	137,000.00	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		119,360.85	72,000.00	53,173.47	35,000.00	
<b>TOTAL NET EXPENDITURES</b>		<b>887,417.41</b>	<b>968,218.00</b>	<b>1,773,779.93</b>	<b>918,429.19</b>	
<b>REVENUES</b>						
TAXES	310	768,613.34	825,000.00	825,000.00	825,000.00	
INTERGOVERNMENTAL	320	225,974.00	62,733.00	834,248.00	362,733.00	
LICENSES AND PERMITS	330					
FINES AND FORFEITURES	340					
USE OF PROPERTY AND MONEY	350	1,051.52	750.00	1,622.89	750.00	
CURRENT SERVICE CHARGES	360	346,510.55	178,950.00	158,431.92	277,908.00	
TRANSFER FROM OTHER FUNDS	380					
OTHER REVENUE	390	1,260.00	1,200.00	1,260.00	1,200.00	
<b>TOTAL REVENUE</b>		<b>1,343,409.41</b>	<b>1,068,633.00</b>	<b>1,820,562.81</b>	<b>1,467,591.00</b>	-
<b>NET CITY GENERAL FUND COST</b>		<b>(455,992.00)</b>	<b>(100,415.00)</b>	<b>(46,782.88)</b>	<b>(549,161.81)</b>	-
% CHANGE FROM 11/12 ACTUAL					0.20	
% CHANGE FROM 12/13 BUDGET					4.47	
% CHANGE FROM 12/13 EST ACT					10.74	

**WASTEWATER****ADMINISTRATION**

The Wastewater division operates and maintains the sewage collection system and treatment facility in accordance with health and safety laws and compliance directives issued by the California Water Quality Control Board, Lahontan Region. As an "enterprise" fund, this budget seeks preservation of its capital base, and is prepared on a "working capital" focus. The alfalfa fields are also a source of income.

**FY 14-15 Program Objectives**

To accommodate present and future population by concept design and siting of an expanded element of the wastewater treatment pipeline delivery system and the wastewater treatment plant facility.

Fund	005					
Budget Unit	4551					
WASTEWATER	ADMINISTRATION					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		272,046.87	168,003.00	183,589.61	175,293.63	
BENEFITS		98,608.79	56,409.00	65,882.22	59,451.48	
SERVICES AND CHARGES		181,566.41	146,730.00	745,911.20	120,250.00	
MATERIALS AND SUPPLIES		518.18	7,800.00	2,701.58	6,000.00	
CAPITAL OUTLAY		-	3,674.00	3,674.00	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		87,660.22	34,458.00	23,489.79	35,000.00	
<b>TOTAL NET EXPENDITURES</b>		<b>640,400.47</b>	<b>417,074.00</b>	<b>1,025,248.40</b>	<b>395,995.11</b>	
<b>REVENUES</b>						
TAXES	310					
INTERGOVERNMENTAL	320			38,816.30		
LICENSES AND PERMITS	330					
FINES AND FORFEITURES	340					
USE OF PROPERTY AND MONEY	350	39,231.83	20,000.00	90,384.48	40,000.00	
CURRENT SERVICE CHARGES	360	1,814,934.69	1,633,500.00	2,242,364.75	2,048,500.00	
TRANSFER FROM OTHER FUNDS	380	-	-	-	-	
OTHER REVENUE	390	34,585.56	15,000.00	10,928.78	15,000.00	
<b>TOTAL REVENUE</b>		<b>1,888,752.08</b>	<b>1,668,500.00</b>	<b>2,382,494.31</b>	<b>2,103,500.00</b>	-
<b>NET CITY GENERAL FUND COST</b>		<b>(1,248,351.61)</b>	<b>(1,251,426.00)</b>	<b>(1,357,245.91)</b>	<b>(1,707,504.89)</b>	-
% CHANGE FROM 11/12 ACTUAL					0.37	
% CHANGE FROM 12/13 BUDGET					0.36	
% CHANGE FROM 12/13 EST ACT					0.26	

**WASTEWATER****COLLECTION**

The mission of the Wastewater Division is to provide for the health, safety and welfare of the public by the operation and maintenance of the wastewater collection and treatment facilities in accordance with health and safety laws.

**FY 14-15 Program Objectives**

- To accommodate present and future population by concept design and siting of an expanded element of the wastewater treatment pipeline delivery system and the wastewater treatment plant.
- Complete the project planning reports for the wastewater treatment plant.
- Continued implementation of Pretreatment Program (Fats, Oils & Grease) for compliance with the state mandated Sanitary Sewer Management Plan (SSMP) for the control of illegal or harmful substances which interfere with the safe effective operation of the WWTF.
- Continued routine collection system maintenance (Hydro-Flushing) and visual inspection of the collection system.
- The department will continue the Geographic Information System (GIS) program. This program will allow the department to upload line condition video recordings, flow composites and as built construction details into a layered data base.
- Comply with state audit requirements contained in the SSMP.

Fund	005					
Budget Unit	4552					
<b>WASTEWATER</b>	<b>COLLECTION</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		-	-	-	-	
BENEFITS		-	-	-	-	
SERVICES AND CHARGES		129,639.73	800,100.00	800,035.00	800,100.00	
MATERIALS AND SUPPLIES		2,434.46	10,100.00	3,350.04	10,100.00	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		-	-	-	-	
<b>TOTAL NET EXPENDITURES</b>		<b>132,074.19</b>	<b>810,200.00</b>	<b>803,385.04</b>	<b>810,200.00</b>	
<b>REVENUES</b>						
TAXES						
INTERGOVERNMENTAL						
LICENSES AND PERMITS						
FINES AND FORFEITURES						
USE OF PROPERTY AND MONEY						
CURRENT SERVICE CHARGES						
TRANSFER FROM OTHER FUNDS						
OTHER REVENUE						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CITY GENERAL FUND COST</b>		<b>132,074.19</b>	<b>810,200.00</b>	<b>803,385.04</b>	<b>810,200.00</b>	<b>-</b>
% CHANGE FROM 11/12 ACTUAL					5.13	
% CHANGE FROM 12/13 BUDGET					-	
% CHANGE FROM 12/13 EST ACT					0.01	

**WASTEWATER****TREATMENT**

The mission of the Wastewater Division is to provide for the health, safety and welfare of the public by the operation and maintenance of the wastewater collection and treatment facilities in accordance with health and safety laws.

**FY 14-15 Program Objectives**

- To accommodate present and future population by concept design and siting of an expanded element of the wastewater treatment pipeline delivery system and the wastewater treatment plant.
- Complete the project planning reports for the wastewater treatment plant.
- Continued implementation of Pretreatment Program (Fats, Oils & Grease) for compliance with the state mandated Sanitary Sewer Management Plan (SSMP) for the control of illegal or harmful substances which interfere with the safe effective operation of the WWTF.
- Continued routine collection system maintenance (Hydro-Flushing) and visual inspection of the collection system.
- The department will continue the Geographic Information System (GIS) program. This program will allow the department to upload line condition video recordings, flow composites and as built construction details into a layered data base.
- Comply with state audit requirements contained in the SSMP.

Fund	005					
Budget Unit	4554					
<b>WASTEWATER</b>	<b>TREATMENT</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		173,470.23	228,796.00	230,682.56	225,027.67	
BENEFITS		86,079.22	108,242.00	123,341.73	120,931.65	
SERVICES AND CHARGES		455,321.18	288,175.00	260,608.14	307,375.00	
MATERIALS AND SUPPLIES		57,652.25	84,550.00	30,055.09	92,650.00	
CAPITAL OUTLAY		-	101,900.00	65,691.72	100,000.00	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		-	-	-	-	
<b>TOTAL NET EXPENDITURES</b>		<b>772,522.88</b>	<b>811,663.00</b>	<b>710,379.24</b>	<b>845,984.32</b>	
<b>REVENUES</b>						
<b>TAXES</b>						
<b>INTERGOVERNMENTAL</b>						
<b>LICENSES AND PERMITS</b>						
<b>FINES AND FORFEITURES</b>						
<b>USE OF PROPERTY AND MONEY</b>						
<b>CURRENT SERVICE CHARGES</b>						
<b>TRANSFER FROM OTHER FUNDS</b>						
<b>OTHER REVENUE</b>						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CITY GENERAL FUND COST</b>		<b>772,522.88</b>	<b>811,663.00</b>	<b>710,379.24</b>	<b>845,984.32</b>	<b>-</b>
% CHANGE FROM 11/12 ACTUAL					0.10	
% CHANGE FROM 12/13 BUDGET					0.04	
% CHANGE FROM 12/13 EST ACT					0.19	

**WASTEWATER****RECLAMATION****FY 14-15 Program Objectives**

Fund Budget Unit <b>WASTEWATER</b>	005 4556 <b>RECLAMATION</b>	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		-	-	-	-	
BENEFITS		-	-	-	-	
SERVICES AND CHARGES		8,608.31	11,000.00	8,945.25	14,000.00	
MATERIALS AND SUPPLIES		4,537.37	10,350.00	6,389.99	12,450.00	
CAPITAL OUTLAY		-	-	-	200,000.00	
DEBT SERVICE		-	-	-		
ISF SUPPORT		-	-	-		
<b>TOTAL NET EXPENDITURES</b>		<b>13,145.68</b>	<b>21,350.00</b>	<b>15,335.24</b>	<b>226,450.00</b>	
<b>REVENUES</b>						
TAXES						
INTERGOVERNMENTAL						
LICENSES AND PERMITS						
FINES AND FORFEITURES						
USE OF PROPERTY AND MONEY						
CURRENT SERVICE CHARGES						
TRANSFER FROM OTHER FUNDS						
OTHER REVENUE						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CITY GENERAL FUND COST</b>		<b>13,145.68</b>	<b>21,350.00</b>	<b>15,335.24</b>	<b>226,450.00</b>	<b>-</b>
% CHANGE FROM 11/12 ACTUAL					16.23	
% CHANGE FROM 12/13 BUDGET					9.61	
% CHANGE FROM 12/13 EST ACT					13.77	

**PUBLIC WORKS/SERVICES**

**ENGINEERING**

The Engineering Division includes planning, budgeting, design, preparation of bid documents, project management, final map and plan checks, inspections and acting as liaison with Kern COG, Community Development and CalTrans.

**FY 14-15 Program Objectives**

- To provide quality engineering services to the citizens of the City of Ridgecrest.
- To protect the health, safety and welfare of the citizens of the City of Ridgecrest through enforcement of various local, state and federal ordinances and laws.
- To work with the county, state and federal agencies in an attempt to obtain as much funding from these sources as possible.
- To complete existing authorized projects as matching funds are identified.

Fund	001					
Budget Unit	4720					
<b>PUBLIC WORKS/SERVICES</b>	<b>ENGINEERING</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		72,819.74	128,753.00	120,017.45	138,079.05	65,000.00
BENEFITS		32,952.11	54,432.00	52,276.77	59,301.77	35,000.00
SERVICES AND CHARGES		11,262.10	68,860.00	173,965.03	12,160.00	130,000.00
MATERIALS AND SUPPLIES		834.98	2,500.00	799.68	2,500.00	
CAPITAL OUTLAY		-	-	-	-	
DEBT SERVICE		-	-	-	-	
ISF SUPPORT		45,162.24	10,439.00	12,343.68	13,000.00	
TRANSFER TO OTHER FUNDS						
<b>TOTAL NET EXPENDITURES</b>		<b>163,031.17</b>	<b>264,984.00</b>	<b>359,402.61</b>	<b>225,040.82</b>	<b>230,000.00</b>
<b>REVENUES</b>						
TAXES						230,000.00
INTERGOVERNMENTAL						
LICENSES AND PERMITS					-	
FINES AND FORFEITURES						
USE OF PROPERTY AND MONEY						
CURRENT SERVICE CHARGES						
TRANSFER FROM OTHER FUNDS						
OTHER REVENUE						
<b>TOTAL REVENUE</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>230,000.00</b>
<b>NET CITY GENERAL FUND COST</b>		<b>163,031.17</b>	<b>264,984.00</b>	<b>359,402.61</b>	<b>225,040.82</b>	<b>-</b>
% CHANGE FROM 11/12 ACTUAL					0.38	
% CHANGE FROM 12/13 BUDGET					(0.15)	
% CHANGE FROM 12/13 EST ACT					(0.37)	

**FLEET****ISF**

The Fleet Maintenance division services, maintains and repairs over one hundred city owned vehicles and motorized equipment. The vehicles include the city's fleet of police cars, as well as, the transit busses. In addition, maintenance is performed on most city equipment including the equipment used by the Parks & Recreation Department, the Street Department and Waste Water Department.

**FY 14-15 Program Objectives**

- Service and repair all equipment and vehicles used by City Employees to ensure a safe working environment for both the employees and the Public.

Fund 140  
 Budget Unit 6710  
**FLEET ISF**

	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>					
SALARIES AND WAGES	8,673.33	-	24,328.78	59,024.74	
BENEFITS	7,874.67	-	15,202.50	36,408.53	
SERVICES AND CHARGES	75,831.87	25,650.00	69,079.93	25,450.00	
MATERIALS AND SUPPLIES	265,214.74	292,575.00	234,408.20	290,650.00	
CAPITAL OUTLAY	-	5,700.00	2,004.44	17,600.00	
DEBT SERVICE	-	-	-	-	
ISF SUPPORT	17,808.00	-	-	-	
TRANSFER TO OTHER FUNDS	75,293.00				
<b>TOTAL NET EXPENDITURES</b>	<b>450,695.61</b>	<b>323,925.00</b>	<b>345,023.85</b>	<b>429,133.27</b>	
<b>REVENUES</b>					
TAXES	310				
INTERGOVERNMENTAL	320				
LICENSES AND PERMITS	330				
FINES AND FORFEITURES	340				
USE OF PROPERTY AND MONEY	350	190.00	180.00		
CURRENT SERVICE CHARGES	360	568,754.00	538,324.00	459,625.83	375,000.00
TRANSFER FROM OTHER FUNDS	380				
OTHER REVENUE	390				
<b>TOTAL REVENUE</b>	<b>568,944.00</b>	<b>538,324.00</b>	<b>459,805.83</b>	<b>375,000.00</b>	<b>-</b>
<b>NET CITY GENERAL FUND COST</b>	<b>(118,248.39)</b>	<b>(214,399.00)</b>	<b>(114,781.98)</b>	<b>54,133.27</b>	<b>-</b>
% CHANGE FROM 11/12 ACTUAL				(1.46)	
% CHANGE FROM 12/13 BUDGET				(1.25)	
% CHANGE FROM 12/13 EST ACT				(1.47)	

**TRANSFERS**

**TRANSFERS**

**FY 14-15 Program Objectives**

Fund Budget Unit <b>TRANSFERS</b>	001 9XXX <b>TRANSFERS</b>	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES		-	-	-	-	-
BENEFITS		-	-	-	-	-
SERVICES AND CHARGES		-	-	-	-	-
MATERIALS AND SUPPLIES		-	-	-	-	-
CAPITAL OUTLAY		-	-	-	-	-
DEBT SERVICE		-	-	-	-	-
ISF SUPPORT		-	-	-	-	-
TRANSFERS		1,381,847.15	1,395,444.00	812,361.58	267,060.00	1,020,000.00
<b>TOTAL NET EXPENDITURES</b>		<b>1,381,847.15</b>	<b>1,395,444.00</b>	<b>812,361.58</b>	<b>267,060.00</b>	<b>1,020,000.00</b>
<b>REVENUES</b>						
<b>TAXES</b>						
<b>INTERGOVERNMENTAL</b>						
<b>LICENSES AND PERMITS</b>						
<b>FINES AND FORFEITURES</b>						
<b>USE OF PROPERTY AND MONEY</b>						
<b>CURRENT SERVICE CHARGES</b>						
TRANSFER FROM OTHER FUNDS		1,789,695.94	2,106,546.00	1,178,933.33	1,310,663.00	
<b>OTHER REVENUE</b>						
<b>TOTAL REVENUE</b>		<b>1,789,695.94</b>	<b>2,106,546.00</b>	<b>1,178,933.33</b>	<b>1,310,663.00</b>	<b>-</b>
<b>NET CITY GENERAL FUND COST</b>		<b>(407,848.79)</b>	<b>(711,102.00)</b>	<b>(366,571.75)</b>	<b>(23,603.00)</b>	<b>1,020,000.00</b>
% CHANGE FROM 11/12 ACTUAL					(0.94)	
% CHANGE FROM 12/13 BUDGET					(0.97)	
% CHANGE FROM 12/13 EST ACT					(0.94)	

**GAS TAX**

**TRANSFERS**

**TRANSFERS**

**FY 14-15 Program Objectives**

Fund	002						
Budget Unit	9000						
<b>GAS TAX</b>	<b>TRANSFERS</b>						
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L	FY 2014-15 CITY MANAGER TAB
<b>APPROPRIATIONS</b>							
SALARIES AND WAGES							
BENEFITS							
SERVICES AND CHARGES							
MATERIALS AND SUPPLIES							
CAPITAL OUTLAY							
DEBT SERVICE							
ISF SUPPORT							
TRANSFERS TO OTHER FUNDS		225,484.00	241,644.00	179,436.00	300,000.00		
TOTAL NET EXPENDITURES		225,484.00	241,644.00	179,436.00	300,000.00		
<b>REVENUES</b>							
TAXES							
INTERGOVERNMENTAL							
LICENSES AND PERMITS							
FINES AND FORFEITURES							
USE OF PROPERTY AND MONEY							
CURRENT SERVICE CHARGES							
TRANSFER FROM OTHER FUNDS		523,083.06	820,635.00	722,000.00	575,000.00	-	-
OTHER REVENUE							
TOTAL REVENUE		523,083.06	820,635.00	722,000.00	575,000.00	-	-
NET CITY GENERAL FUND COST		(297,599.06)	(578,991.00)	(542,564.00)	(275,000.00)	-	-
% CHANGE FROM 11/12 ACTUAL					(0.08)		
% CHANGE FROM 12/13 BUDGET					(0.53)		
% CHANGE FROM 12/13 EST ACT					(0.49)		

**TRANSIT**

**TRANSFERS**

**FY 14-15 Program Objectives**

Fund Budget Unit <b>TRANSIT</b>	003 9000 <b>TRANSFERS</b>	FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
SALARIES AND WAGES						
BENEFITS						
SERVICES AND CHARGES						
MATERIALS AND SUPPLIES						
CAPITAL OUTLAY						
DEBT SERVICE						
ISF SUPPORT						
TRANSFERS TO OTHER FUNDS		292,751.00	141,543.00	129,178.65	400,000.00	
<b>TOTAL NET EXPENDITURES</b>		<b>292,751.00</b>	<b>141,543.00</b>	<b>129,178.65</b>	<b>400,000.00</b>	
<b>REVENUES</b>						
TAXES	310					
INTERGOVERNMENTAL	320					
LICENSES AND PERMITS	330					
FINES AND FORFEITURES	340					
USE OF PROPERTY AND MONEY	350					
CURRENT SERVICE CHARGES	360					
TRANSFER FROM OTHER FUNDS	380					
OTHER REVENUE	390					
<b>TOTAL REVENUE</b>		-	-	-	-	-
<b>NET CITY GENERAL FUND COST</b>		<b>292,751.00</b>	<b>141,543.00</b>	<b>129,178.65</b>	<b>400,000.00</b>	-
% CHANGE FROM 11/12 ACTUAL					0.37	
% CHANGE FROM 12/13 BUDGET					1.83	
% CHANGE FROM 12/13 EST ACT					2.10	

**WASTERWATER****TRANSFERS****FY 14-15 Program Objectives**

Fund	005					
Budget Unit	9000					
<b>WASTERWATER</b>	<b>TRANSFERS</b>					
		FY 2012-13 ACTUAL	FY 2013-14 BUDGET	FY 2013-14 EST YE END	FY 2014-15 CITY MANAGER RECOMMENDED	FY 2014-15 CITY MANAGER MEASURE L
<b>APPROPRIATIONS</b>						
<b>SALARIES AND WAGES</b>						
<b>BENEFITS</b>						
<b>SERVICES AND CHARGES</b>						
<b>MATERIALS AND SUPPLIES</b>						
<b>CAPITAL OUTLAY</b>						
<b>DEBT SERVICE</b>						
<b>ISF SUPPORT</b>						
<b>TRANSFER TO OTHER FUNDS</b>		303,381.00	303,139.00	229,501.00	300,000.00	
<b>TOTAL NET EXPENDITURES</b>		303,381.00	303,139.00	229,501.00	300,000.00	
<b>REVENUES</b>						
<b>TAXES</b>						
<b>INTERGOVERNMENTAL</b>						
<b>LICENSES AND PERMITS</b>						
<b>FINES AND FORFEITURES</b>						
<b>USE OF PROPERTY AND MONEY</b>						
<b>CURRENT SERVICE CHARGES</b>						
<b>TRANSFER FROM OTHER FUNDS</b>		4,250,000.00				
<b>OTHER REVENUE</b>						
<b>TOTAL REVENUE</b>		4,250,000.00	-	-	-	-
<b>NET CITY GENERAL FUND COST</b>		(3,946,619.00)	303,139.00	229,501.00	300,000.00	-
<b>% CHANGE FROM 11/12 ACTUAL</b>					(1.08)	
<b>% CHANGE FROM 12/13 BUDGET</b>					(0.01)	
<b>% CHANGE FROM 12/13 EST ACT</b>					0.31	

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