



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

AGENDA

Wednesday

Regular

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

May 18, 2016

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

(760) 499-5000

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

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CITY OF RIDGECREST
Telephone 760 499-5000
FAX 499-1500

100 West California Avenue, Ridgecrest, California 93555-4054

**NOTICE AND CALL OF SPECIAL CLOSED SESSION MEETING OF THE
RIDGECREST CITY COUNCIL / SUCCESSOR REDEVELOPMENT AGENCY/
FINANCING AUTHORITY/HOUSING AGENCY**

**TO THE MEMBERS OF THE RIDGECREST CITY COUNCIL / SUCCESSOR REDEVELOPMENT
AGENCY/FINANCING AUTHORITY / HOUSING AGENCY AND CITY CLERK:**

PUBLIC NOTICE that a **SPECIAL CLOSED SESSION MEETING** of the Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Agency is hereby called to be held on **Wednesday, May 18, 2016, at 5:30 p.m.**, in the **Council Chambers Conference Room**, 100 W. California Avenue, Ridgecrest, California.

Said **SPECIAL CLOSED SESSION MEETING** shall be for the purpose of:

- GC54956.9 (d) (4) Conference With Legal Counsel – Potential Litigation – Public Disclosure Of Potential Litigant Would Prejudice The City Of Ridgecrest
- GC54956.8 Local Agency Real Property Negotiations – Negotiation For Acquisition – Leroy Jackson Park – Agency Negotiators City Manager Dennis Speer And Recreation Supervisor Jason Patin
- GC54957.6 Labor Negotiations – UFCW Local 8 – Agency Negotiator City Manager Dennis Speer

Dated: May 12, 2016

Peggy Breeden, Mayor / Chair

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Dated: May 12, 2016

Rachel J. Ford, CMC, City Clerk

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LAST ORDINANCE NO. 16-01
LAST RESOLUTION CITY COUNCIL NO. 16-51

CITY OF RIDGECREST

CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY

AGENDA

Regular Council
Wednesday May 18, 2016

CITY COUNCIL CHAMBERS CITY HALL

100 West California Avenue
Ridgecrest, CA 93555

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

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

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

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT – CLOSED SESSION

CLOSED SESSION

GC54956.9 (d) (4) Conference With Legal Counsel – Potential Litigation –
Public Disclosure Of Potential Litigant Would Prejudice The
City Of Ridgecrest

GC54956.8 Local Agency Real Property Negotiations – Negotiation For
Acquisition – Leroy Jackson Park – Agency Negotiators City
Manager Dennis Speer And Recreation Supervisor Jason Patin

GC54957.6 Labor Negotiations – UFCW Local 8 – Agency Negotiator City
Manager Dennis Speer

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
- Other

PRESENTATIONS

1. Presentation By The Ridgecrest City Council Of A Proclamation
Recognizing Emergency Medical Services Week – May 15-21, 2016 Council
2. Presentation By The Ridgecrest City Council Of A Proclamation
Recognizing Vietnam Veteran’s Recognition Day Council
3. Presentation By The Ridgecrest City Council Of A Proclamation
Recognizing National Public Works Week – May 15-21, 2016 Council

PUBLIC COMMENT

COUNCIL ANNOUNCEMENTS

CONSENT CALENDAR

4. Accept For Filing The Investment Report For Quarter Ending March 31,
2016 Staheli

5. Proposed Approval Of A Resolution Authorizing Program Supplement Agreement No. 031-N1 With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385r That Encumbers Two Hundred Twenty-Three Thousand, Two Hundred Dollars (\$223,200.00) And Authorize Tax Allocation Bonds From The Street Allocation In The Amount Of Five Hundred Sixty-Four Thousand And Ten Dollars (\$564,010.00) Be Used For Matching Funds And Authorizing The City Manager, Dennis Speer, To Sign The Program Supplement Agreement For Construction Of The Drummond Widening Project From Inyo Street To Downs Street Speer
6. Proposed Approval Of A Resolution Of The Ridgecrest City Council Authorizing The Purchase Of A Ford 10-Prisoner Transport Van Strand
7. Proposed Approval Of Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Special Town Hall Meeting Dated April 27, 2016 Ford
8. Proposed Approval Of Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Meeting Dated May 4, 2016 Ford

PUBLIC HEARING

9. Conduct A Public Hearing And Proposed Adoption Of A Resolution Approving A Summary Vacation Of A Drainage, Access And Utility Easement Across The Westerly 30 Feet Of City Owned Property In The City Business Park Identified As Assessor's Parcel Number 033-070-46, Lot Line Adjustments #'S 204206059 & 07-08, (Formerly Parcel 19 Of PM 10819) Culp
10. Conduct A Public Hearing And Proposed Adoption Of A Resolution Approving A Summary Vacation Of Access Easement Across The Northerly 30 Feet Of City Owned Property In The City Business Park Identified As Assessor's Parcel Number 033-070-46, Lot Line Adjustments #'S 204206059 & 07-08, (Formerly Parcel 19 Of PM 10819) Culp

DISCUSSION AND OTHER ACTION ITEMS

11. Discussion And Proposed Action Approving Of A Letter Of Opposition To The Kern County Sheriff Regarding The Pending Closure Of The Local County Jail Mower

12. **Discussion And Proposed Approval Of A Resolution To Authorize The City Manager, Or His Designee, To Execute A Municipal Service Agreement (MSA) With The Timbisha Shoshone Tribe** Parsons
13. **Presentation Of A Budget Update For FY 2015-2016** Staheli
14. **Discussion Of A Budget Committee For Development Of The Draft Budget For Fiscal Year 2016-2017** Breeden

COMMITTEE REPORTS

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

City Organization and Services Committee

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

Infrastructure Committee

Members: Jim Sanders; Mike Mower
Meeting: 4th Thursday each month at 5:00 p.m. as needed
Location: Council Conference Room B

❖ Ad Hoc Water Conservation Committee

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

Parks, Recreation, and Quality of Life Committee

Members: Eddie Thomas; Lori Acton
Meeting: 1st Tuesday each month at 12:00 p.m. as needed
Location: Kerr-McGee Center Meeting Rooms

❖ Ad Hoc Youth Advisory Council

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

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

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

Ridgecrest Area Convention And Visitors Bureau (RACVB)

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

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORT

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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

***Emergency Medical Services Week
May 15-21, 2016***

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, firefighters, educators, administrators, emergency nurses, emergency physicians, and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW THEREFORE, we, the City Council of the City of Ridgecrest California, in recognition of this event do hereby proclaim the week of May 15-21, 2016, as ***EMERGENCY MEDICAL SERVICES WEEK*** With the theme, ***EMS Strong***, we encourage the community to observe this week with appropriate programs, ceremonies and activities and extend a heartfelt 'Thank You' to all first responders in this community.

Proclaimed this 18th Day of May 2016

Peggy Breeden

Peggy Breeden, Mayor

James S. Sanders

***James Sanders
Mayor Pro Tem***

Lori Acton

***Lori Acton
Vice Mayor***

Eddie B. Thomas

***Eddie B. Thomas
Council Member***

Michael R. Mower

***Mike Mower
Council Member***

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A Proclamation of The City Of Ridgecrest, California

Vietnam War Commemoration

WHEREAS, our Nation's Vietnam War Commemoration gives us the opportunity for all Americans to recognize, honor, and thank our Vietnam Veterans and their families for their service and sacrifices during the Vietnam War from November 1, 1955 – May 15, 1975; and

WHEREAS, over 9,000 organizations across America have joined with the Department of Defense as a Commemorative Partner to honor our Nation's Vietnam Veterans, including the Panamint Springs Chapter of the California State Society, National Society Daughters of the American Revolution; and

WHEREAS, this commemoration includes nine million Americans, with approximately 7.2 million of them living today, and makes no distinction who served in-country, in-theatre, or were stationed elsewhere during those 20 years – all answered the call of duty.

Now, therefore, be it proclaimed

We, the Mayor and City Council of the City of Ridgecrest, do hereby proclaim May 20, 2016 as **VIETNAM VETERAN'S RECOGNITION DAY** and encourage our citizens to express their gratitude and support to local Vietnam Veterans and their families.

Proclaimed this 18th Day of May 2016



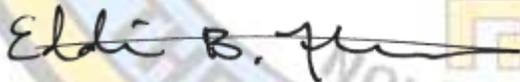
Peggy Breeden, Mayor



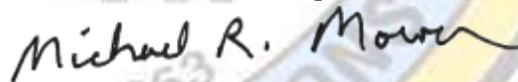
**James Sanders
Mayor Pro Tem**



**Lori Acton
Vice Mayor**



**Eddie B. Thomas
Council Member**



**Mike Mower
Council Member**

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A Proclamation of The City Of Ridgecrest, California

National Public Works Week

WHEREAS, the Public Works Department provides services for our community and are a vital and integral part of our citizens' everyday lives; and

WHEREAS, the support of the community is vital to the efficient operation of public works systems and programs such as water, sewers, streets, fleet maintenance, building maintenance, wastewater treatment, solid waste collection, and airport operations; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency and effectiveness of the qualified and skilled staff contribute to the quality of life that residents and visitors alike enjoy and rely upon from the City of Ridgecrest.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council that we recognize and extend appreciation to our dedicated and skilled staff and hereby proclaim the week of May 15 - 21, 2016 as "National Public Works Week"

AND, BE IT FURTHER PROCLAIMED that the Mayor and City Council requests that all citizens and civic organizations acquaint themselves with the issues involved in providing public works services to our community and to recognize the contributions which our public works employees make every day to our health, safety, comfort and quality of life.

Proclaimed this 18th Day of May 2016



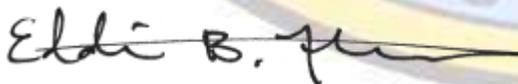
Peggy Breeden, Mayor



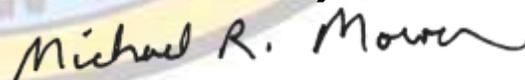
**James Sanders
Mayor Pro Tem**



**Lori Acton
Vice Mayor**



**Eddie B. Thomas
Council Member**



**Mike Mower
Council Member**

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

SUBJECT:

Investment Report for quarter ending March 31, 2016

PRESENTED BY:

Tyrell Staheli, Finance Director/City Treasurer

SUMMARY:

Government Code Section 53646 and the City's Investment Policy require that Treasurer of the City of Ridgecrest submit a quarterly investment report to the City Council on a quarterly basis. The attached reports show the summary of investments for the quarter ending March 31, 2016. The reports show where the City's money is invested, value, yield and interest accrued.

Majority of the City's cash is invested in the Local Agency Investment Fund (LAIF) which is a money market fund that is administered by the State Treasurer. LAIF is a high quality investment in terms of safety, liquidity and yield which are the primary objectives of the City's investment policy. In February 2015, the City hired Government Portfolio Advisors (GPA) to invest some of the unused 2010 TAB bond proceeds. The City purchased a total of seven bond issues totaling to \$5,581,557 investment. Three of these issues have matured since. As of March 31, 2016 the remaining bonds has a market value of \$3,850,285.

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

FISCAL IMPACT:

None

ACTION REQUESTED:

Receive and file the attached investment report.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

(Rev. 2-14-07)

Action Date: May 18, 2016

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City of Ridgecrest
INVESTMENT REPORT
For the period of January 1, 2016 to March 31, 2016

Investments	Balance 12/31/2015	Deposit	Withdrawals	Balance 3/31/2016	Current Yield	Interest Accrued
Union Bank of California-Checking	3,797,047.78	7,669,277.38	(9,069,270.96)	2,397,054.20		
LAIF Accounts-City	18,697,671.93	4,017,722.01	(750,000.00)	21,965,393.94	0.46%	25,301.54
LAIF Accounts-Assessment Dist	451,290.38	417.69	-	451,708.07	0.46%	521.41
LAIF Accounts-RDA	9,865,334.36	9,049.38	-	9,874,383.74	0.46%	11,398.17
Total Cash Balances	32,811,344.45	11,696,466.46	(9,819,270.96)	34,688,539.95		37,221.12

GPA INVESTMENT BREAKDOWN:	Date Purchased	CUSIP ID	Maturity Date	Amount Invested	Yield
Sacramento Cnty CA SF MTGE	2/11/2015	786149GJ7	7/1/2016	772,877.00	0.470
Los Angeles Cnty CA Met Trans	2/12/2015	5447123P5	7/1/2016	852,424.00	0.261
Los Angeles CA Harbor Dept	3/17/2015	544552LZ3	8/1/2016	1,153,376.70	0.390
SF City & County PUC Bond	4/8/2015	79765RJW0	5/1/2016	1,287,450.50	0.201
				<u>\$ 4,066,128.20</u>	
TOTAL CASH & INVESTMENTS				<u>\$ 38,754,668.15</u>	

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

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

Reviewed by Tyrell Staheli
Finance Director

Prepared by Tess Sloan
Assistant Finance Director

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

SUBJECT: A Resolution Approving The Program Supplement Agreement No. 031-N1 With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R That Encumbers Two Hundred Twenty-Three Thousand, Two Hundred Dollars (\$223,200.00) And Authorize Tax Allocation Bonds From the Street Allocation In The Amount of Five Hundred Sixty-Four Thousand and Ten Dollars (\$564,010.00) Be Used For Matching Funds And Authorizing The City Manager, Dennis Speer, To Sign The Program Supplement Agreement For Construction Of The Drummond Widening Project From Inyo Street to Downs Street

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The Program Supplement Agreement is for the road widening and realignment of Drummond Widening Project From Inyo Street to Downs Street. The preliminary engineering has been completed and a Request for Authorization to construct has been submitted.

The funds being received are from the Highway Safety Improvement Program in the amount of Two Hundred Twenty-three Thousand, Two Hundred Dollars (\$223,200.00). The City's matching fund is Five Hundred Sixty-Four Thousand and Ten Dollars (\$564,010.00).

This project was identified on the Pavement Management System as a project that needed to be done in year one. The local match will be funded from the street allocation from the Tax Allocation Bonds (TAB).

The project funding will be allocated from the capital improvement account 018-4760-430-4601 project ST13-03.

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

FISCAL IMPACT: \$564,010.00

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution Approving The Program Supplement Agreement No. 031-N1 With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R That Encumbers Two Hundred Twenty-Three Thousand, Two Hundred Dollars (\$223,200.00) And Authorize Tax Allocation Bonds From the Street Allocation In The Amount of Five Hundred Sixty-Four Thousand and Ten Dollars (\$564,010.00) Be Used For Matching Funds And Authorizing The City Manager, Dennis Speer, To Sign The Program Supplement Agreement For Construction Of The Drummond Widening Project From Inyo Street to Downs Street

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: May 18, 2016

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RESOLUTION NO. 16-xx

A RESOLUTION APPROVING THE PROGRAM SUPPLEMENT AGREEMENT NO. 031-N1 WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, UNDER MASTER AGREEMENT NO. 09-5385R THAT ENCUMBERS TWO HUNDRED TWENTY-THREE THOUSAND, TWO HUNDRED DOLLARS (\$223,200.00) AND AUTHORIZE TAX ALLOCATION BONDS FROM THE STREET ALLOCATION IN THE AMOUNT OF FIVE HUNDRED SIXTY-FOUR THOUSAND AND TEN DOLLARS (\$564,010.00) BE USED FOR MATCHING FUNDS AND AUTHORIZING THE CITY MANAGER, DENNIS SPEER, TO SIGN THE PROGRAM SUPPLEMENT AGREEMENT FOR CONSTRUCTION OF THE DRUMMOND WIDENING PROJECT FROM INYO STREET TO DOWNS STREET

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

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

WHEREAS, This Program Supplement is for the widening and realignment of the Drummond Widening Project from Inyo Street to Downs Street; and

WHEREAS, The funds being received from the Highway Safety Improvement Program is Two Hundred Twenty-three Thousand, Two Hundred Dollars (\$223,200.00); and

WHEREAS, The City's matching fund is Five Hundred Sixty-Four Thousand and Ten Dollars (\$564,010.00) for the resurfacing and rehabilitation of the roadway; and

WHEREAS, The local match will be funded from the street allocation from the Tax Allocation Bonds (TAB); and

WHEREAS, Funds shall be made available from the capital improvement account 018-4760-430-4601 project ST13-03 account; and

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

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

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

1. Authorizes the Approval of the Program Supplement Agreement No. 031-N1 With The State Of California, Department Of Transportation, Under Master Agreement No. 09-5385R
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 Sign The Program Supplement Agreement No. 031-N1 For the Drummond Widening Project from Inyo Street to Downs Street.

APPROVED AND ADOPTED this 18th Day of May 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

PROGRAM SUPPLEMENT NO. N031 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 09-5385R

Adv Project ID Date: April 26, 2016
0914000005 Location: 09-KER-0-RGCR
Project Number: HSIPL-5385(050)
E.A. Number:
Locode: 5385

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/02/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Drummond Avenue from Inyo Street to Downs Street

TYPE OF WORK: Roadway widening and realignment

LENGTH: 0.3(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	ZS30	MS30	LOCAL	OTHER
\$832,210.00	\$223,200.00	\$40,500.00	\$568,510.00	\$0.00

CITY OF RIDGECREST

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Ronjano Jand Chye Date 4/26/2016 \$263,700.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2.
 - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
 - F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty

SPECIAL COVENANTS OR REMARKS

(30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

SPECIAL COVENANTS OR REMARKS

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
4. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.
5. STATE and LOCAL AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE approved "Authorization to Proceed" and Finance Letter. LOCAL AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
6. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if

SPECIAL COVENANTS OR REMARKS

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

7. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
8. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
9. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to

SPECIAL COVENANTS OR REMARKS

avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

10. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

11. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

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

SUBJECT:

Purchase of a Ford 10 Prisoner Transport Van

PRESENTED BY:

Ron Strand, Chief of Police

SUMMARY:

On June 30, 2016, the Kern County Sheriff's Department will be closing the Ridgecrest Jail and will no longer be accepting prisoners. Currently, the Ridgecrest Police Department books approximately 1200 prisoners per year into the Kern County Jail system (75% Ridgecrest Jail and 25% Central Receiving Facility (CRF) in Bakersfield). With the local jail closed, the police department will be required to transport all adult prisoners to either the Mojave Jail (58 miles one-way) or CRF (112 miles one-way). This will have a significant impact on public safety and available resources, including a considerable amount of wear and tear on the police department's patrol fleet.

In an effort to reduce the impact on public safety, the patrol fleet, and the considerable cost in maintenance and fuel, it is recommended that the police department purchase a Ford Prisoner Transport Van. This van will be able to transport up to 10 prisoners at a time – with three different prisoner classifications – to reduce the number of overall needed transports.

It will take approximately three months to receive the van after it is ordered. The van will be purchased locally from Charlon Ford for the purchase price of \$60,482.60. Proposition 30 grants funds in the current FY16 budget will be used to make this purchase.

FISCAL IMPACT:

\$60,482.60 in currently budgeted Prop 30 grant funds (No general funds)

Reviewed by Finance Director

ACTION REQUESTED:

Approval of Resolution

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: RON STRAND

Action Date: May 18, 2016

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RESOLUTION NO. 16-XX

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING
THE PURCHASE OF A FORD 10 PRISONER TRANSPORT VAN**

WHEREAS, on June 30, 2016, the Kern County Sheriff's Department will be closing the Ridgecrest Jail and will no longer be accepting prisoners, and;

WHEREAS, currently, the Ridgecrest Police Department books approximately 1200 prisoners per year into the Kern County Jail system (75% Ridgecrest Jail and 25% Central Receiving Facility (CRF) in Bakersfield), and;

WHEREAS, with the local jail closed, the police department will be required to transport all adult prisoners to either the Mojave Jail (58 miles one-way) or CRF (112 miles one-way), and;

WHEREAS, this will have a significant impact on public safety and available resources, including a considerable amount of wear and tear on the police department's patrol fleet, and;

WHEREAS, in an effort to reduce the impact on public safety, the patrol fleet, and the considerable cost in maintenance and fuel, it is recommended that the police department purchase a Ford 10 Prisoner Transport Van to reduce the number of overall needed transports.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest authorizes the Police Department to use FY16 budgeted Proposition 30 grant funds to purchase a Ford Prisoner Transport Van from Jim Charlon Ford in the amount of \$60,482.60.

APPROVED AND ADOPTED This 18th day of May, 2016, by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

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

SUBJECT:

Minutes of the Special Town Hall City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of April 27, 2016

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft Minutes of the Special Town Hall City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of April 27, 2016

FISCAL IMPACT:

None

Reviewed by Finance Director:

ACTION REQUESTED:

Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Approve Draft Minutes

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

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

**April 27, 2016
6:00 p.m.**

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

CALL TO ORDER – 6:00 p.m.

ROLL CALL

Council Present: Mayor Peggy Breeden; Mayor Pro Tempore James Sanders; Vice Mayor Lori Acton; Council Members Eddie B. Thomas, and Mike Mower

Council Absent: None

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

DISCUSSION

1. Continued Discussion With Regard To The Proposed Timbisha Shoshone Development Project Parsons

- Council reviewed a PowerPoint presentation and accepted comments from the public pertaining to the proposed Timbisha Shoshone Development Project. Discussion continued to the next regular meeting of Council

ADJOURNMENT at 11:32 p.m.

Rachel J. Ford, CMC
City Clerk

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

SUBJECT:

Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of May 4, 2016

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 4, 2016

FISCAL IMPACT:

None

Reviewed by Finance Director:

ACTION REQUESTED:

Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Approve Draft Minutes

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

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

**May 4, 2016
5:00 p.m.**

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

CALL TO ORDER – 5:00 p.m.

ROLL CALL

Council Present: Mayor Peggy Breeden; Mayor Pro Tempore James Sanders; Vice Mayor Lori Acton; Council Members Eddie B. Thomas, and Mike Mower

Council Absent: None

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

APPROVAL OF AGENDA

- Pulled undisclosed potential litigation

Motion To Approve Agenda As Amended Made By Council Member Acton, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 4 Ayes (Mayor Breeden, Council Members, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 1 Absent.

PUBLIC COMMENT (Closed Session)

- None Presented

CLOSED SESSION

- GC54956.9 (d) (4) Conference With Legal Counsel – Potential Litigation – Public Disclosure Of Potential Litigant Would Prejudice The City Of Ridgecrest
- GC54956.8 Local Agency Real Property Negotiations – Negotiations For Lease Or Purchase – Leroy Jackson Park – Agency Negotiators Dennis Speer, City Manager And Jason Patin, Recreation Supervisor
- GC54956.8 Local Agency Real Property Negotiations – Negotiation For Sale – Ridgecrest Business Park Lot Nos. 1, 2, 3, 28, 29, 30, 31, 32, 33, 34, 35, And 36 – Agency Negotiators Economic Development Program Manager Gary Parsons And City Manager Dennis Speer

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
 - Real Property Negotiation – Leroy Jackson Park - discussed – no action taken, negotiations ongoing
 - Real property negotiation – Multiple Lots - no deal made at this time, pending approval of the Municipal Services Agreement
- Other
 - None

PRESENTATIONS

1. **Presentation Of Mayor Awards To Youth Advisory Committee Recipients**
Council
- Council Presented awards to members of the Youth Advisory Committee.
2. **Presentation Of A Proclamation Recognizing National Police Week – May 15-21, 2016**
Council
- Council Presented a proclamation for National Police Week to members of the Ridgecrest Police Department

3. Presentation Of The Budget Strategy Process For Fiscal Year 2016-2017

Speer

Dennis Speer

- Presented PowerPoint presentation outlining the Budget Strategy and process to be followed in compiling the draft budget for fiscal year 2016-2017, challenges to be overcome to prepare a balanced budget, and a proposed schedule for hearings and finalization of the budget.

Peggy Breeden

- Requested clarification of the \$1.3 Million going to Kern County
 - Dennis Speer – explained the redevelopment funding increments (increase in property tax)
- Asked about the possibility of going to County to negotiate for dollars to go back to where they originated.
 - Dennis Speer – if County is willing we could negotiate, as well as reinstate the arrangement Council had prior to redevelopment and go back to Prop 13 which reduced our portion of property tax.

Eddie Thomas

- Questioned how we are affected by what State has taken from us in Redevelopment funds.
 - Dennis Speer – we previously received \$3 to \$5 Million annually.
- Requested clarification of outsourcing options
 - Dennis Speer – exemplified outsourcing transit services thru an outside provider and if the City could save costs.

Jim Sanders

- Interested in seeing what a fully staffed budget would look like and what delta of revenue is needed to go from current budget to a fully staffed budget.
 - Dennis Speer – suggested an optimal budget comparison.

Lori Acton

- Questioned whether we have any resources to recover property tax if County refuses to negotiate and whether we could pursue a PILT with the Base
 - Dennis Speer – can attempt legislation to trigger property tax re-evaluation and PILT only available with BRAC process

Peggy Breeden

- 1995 City of Ridgecrest gave up PILT money to offset BRAC, questioned if we have to wait to receive the PILT money. Suggested IWVEDC work closely together to find avenues available.

Public Comment

Stan Rajtora

- Questioned finance committee development process.
 - Peggy Breeden – have not followed through on this since last meeting. Still working on this.
- New budget is great opportunity to start getting a committee deeply involved with budget development and give visibility to the community.

PUBLIC COMMENT (*Regular Session*)

Stan Rajtora

- Explained process he had to go through to get the Environmental Impact Report and requested a readily available copy for public on the website.
- March 31 ended third quarter of fiscal year, looking for budget report for third quarter on next meeting.
- Questioned if a good deal of thought has been put into whether the City really needs to own or lease Leroy Jackson Park.

Ron Porter

- Requested budget presentation be put on the agenda for comments
- Suggested the MSA is not a closed session item and should be kept separate from property negotiations.
 - Peggy Breeden – MSA not discussed in Closed Session
- Commented Leroy Jackson Park negotiation should be presented in open session for public input.
- Commented on Council not being expected to have the answers therefore bringing presentation before public may give public opportunity to give answers to Council

Tom Wiknich

- Commented on budget presentation, potential jail closure, and impact to the budget and community.
- Expressed outrage that officers will be taken off the street to transport prisoners and hope that each council member has spoken with Sheriff Youngblood about this issue.
- Commented we are the only City in Kern County being affected by county budget cuts.
- Asked Council to step up and put a stop to this and requested headline in newspaper about Council taking on Sheriff Youngblood.
- Stated it is time we stop being nice and stop being the lowest funded in the county distribution

Harris Brokke

- Provided financial data and hotel occupancy related to the Petroglyph Festival weekend.

Christopher Stewart

- Spoke on the limitation to development as being sufficient water.
- Questioned the impact Los Angeles Aqua duct has on our water basin.
- Spoke on the Coso Geo Thermal plant well at Little Lake draining water to the plant
- Spoke on successful lawsuits against LADWP and won and suggested Ridgecrest find a way to fight for our water supply.

COUNCIL ANNOUNCEMENTS

- None presented

Council Member Thomas temporarily exited the meeting.

CONSENT CALENDAR

- 4. Proposed Action To Approve Renewing The Landscape And Lighting District 2012-1 Resolutions: (1) Initiating Proceedings For The Levy And Collection Of Assessments For Landscaping And Lighting District No. 2012-1, Fiscal Year 2016/2017; And (2) Accepts And Approves The Engineer's Report; And (3) Declaring Its Intention To Levy And Collect Assessments For The Landscaping And Lighting District No. 2012-1 For Fiscal Year 2016/2017, And Sets The Time And Place For The Public Hearing** Speer
- 5. Proposed Action Approving A Resolution Of The Ridgecrest City Council Adopting And Reaffirming The City's Annual Statement Of Investments And Delegating The Authority To Make Such Investments To The City Treasurer** Staheli
- 6. Proposed Action Approving A Resolution Of The Ridgecrest City Council Calling And Giving Notice Of The Holding Of A General Municipal Election To Be Held On Tuesday November 8, 2016 For The Election Of Certain Officers As Required By The Provisions Of The Laws Of The State Of California Relating To General Law Cities** Ford
- 7. Proposed Action Approving A Resolution Of The Ridgecrest City Council Requesting The Board Of Supervisors Of The County Of Kern To Render Specified Services To The City Relating To The Conduct Of A General Municipal Election To Be Held On Tuesday, November 8, 2016** Ford

**8. Proposed Action Approving Draft Minutes Of The City Council/Successor
Redevelopment Agency/Financing Authority/Housing Authority Meeting
Dated April 20, 2016** Ford

Items Pulled From Consent Calendar:

- Item No. 5,

Motion To Approve Consent Calendar Item Nos. 4, 6, 7, And 8 Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 4 Ayes (Mayor Breeden, Council Members Sanders, Acton, And Mower); 0 Noes; 0 Abstain; And 1 Absent (Council Member Thomas).

Council Member Thomas returned to the meeting.

Item No. 5 Discussion

Mike Mower

- Requested quarterly investment report
 - Tyrell Staheli – scheduled for next agenda on May 18, 2016

Peggy Breeden

- Asked for clarification
 - Tyrell Staheli – this is a policy for investing idle cash only

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

DISCUSSION ITEM

**9. Continued Discussion And Response To Questions Raised At The April 27,
2016 Town Hall Meeting Regarding The Proposed Timbisha Shoshone Tribe
Development Project** Breeden

Peggy Breeden

- Referred staff report to Justin O'Neill as moderator

Justin O'Neill

- Explained format of public questions and comments.

Ron Porter

- Point of Order – practice has never included sign in sheets and should have been listed on the agenda.
 - Michael Silander – Brown Act does not prohibit sign-up sheets only that they cannot be mandatory.

Jim Sanders

- Expressed concern about splitting the questions from comments.
 - Justin O’Neill – want to keep focus and streamline the questions which may require staff input and research.

Justin O’Neill

- Council and Staff reviewed 7 questions resulting from the Town Hall Meeting.

Council Questions

Peggy Breeden

- Spoke on Council not being decided and opportunity being given for Council to ask questions.

Jim Sanders

- Questioned if we have an idea on the cost of a rehabilitation service for gambling addictions would cost.
 - Ron Strand – during development phase will research and be prepared to provide this service.
 - Peggy Breeden – 29 Palms discussion suggested \$25,000 per year to cover the service with a counsellor and it took several years for people to begin coming forward.
- Questioned developer on who the investors were.
 - Nigel White – generally speaking passive investors do not like their name in the press or be attacked in public.
- Questioned developer if Nevada casinos are involved.
 - Nigel White – only Nevada investor is myself, others are in California and Texas
- Questioned other casinos developed
 - Nigel White – Agua Caliente casino in Palm Desert and Palm Springs downtown as well as Red Earth Casino at Salton Sea.
- Questioned laws in Municipal Code which might prevent event center from presenting objectionable entertainments.
 - Nigel White – MSA clearly states tribe will not enter into any businesses that are in conflict with ordinances of the City and that particular one is in there. Casinos are lucrative for the tribes and grey market ventures are generally bad for business and would be a stupid business move.
- Want to make sure there are protections in place for long-term, 15-20 years or later.

Lori Acton

- Regarding the hotel will you be looking at a spa/resort feel which we do not currently have in town or more of a business hotel?
 - Nigel White – balance between tourist attraction hotel and business. Similar to what was presented at the Town Hall meeting with seamless balance and transition regardless of which area of the property you are in.
- Questioned the scale of event center is projected.
 - Nigel White – entertainment lounge will have local entertainers, a bar will be present and in the final phase will hopefully provide rodeo and entertainers to kick up the project.

Peggy Breeden

- Complimented Nigel White for his openness and honesty. Don't think any business in town has ever been scrutinized like this one. I asked both attorney and Police department to vet you. I called all over and couldn't find much. Was surprised that I could not find anything on you. Now I know a little more about you and when I got the good responses back from our legal department I was pleased. Have received 413 calls, letters, and responses which were about even on the divide. Those that were divided liked the development but had concerns about the location. Clearly those that are in opposition are concerned with the moral and physical impact on the community. How do you as the developer address the moral aspect of these projects?
 - Nigel White – have answered the moral side before on these projects. Either you feel gambling is entertainment or you feel gambling is immoral. Invite everyone to come down and take a look when the project is finished. If you want to come down for dinner then we invite you to come back, if not then we respect your belief to not come back.
- Our responsibility as a council is to protect our citizens. How does the casino protect those who do not have the ability to protect themselves? Do you have programs for this
 - Nigel White – server training for alcohol trains staff to recognize too much alcohol consumption and cut them off. Casinos that see people do crazy things and do not take action or cut them off, they can actually be fined. We try to watch for that person who goes past the limit.
- The MSA and real estate agreement, once completed, what happens if you don't abide by it. Relayed personal experience with Big Pine casino and sovereign nation. Can a Sovereign Nation be held accountable for their actions and how may we take action.
 - Nigel White – reviewed the 99 compacts which have safe guards for various issues such as labor. 99 compacts were negotiated by Governor Schwarzenegger and put in place. Regarding vendors the rules are the same as any other business in the terms of bankruptcy.

Peggy Breeden *(continued)*

- Questioned the economic impact to the community and how will you attract people traveling highway 395.
 - Nigel White – complicated and long discussion. Any business is successful because of the people who run it, has something to offer, and good marketing plan. Main outer markets will be 80 miles down the road and will allocate dollars to attract those people from the outer markets. We will rely on both local market and the outer market. I don't want to be like Wal-Mart because time is money. Wal-Mart spent a lot of money looking at the demographics and felt this is the place to be. Hope both Wal-Mart and this casino project will help bring an increase to the budget. Part of the economic development package in order to generate \$1.75 percent equivalent to the MSA amount you would have to generate \$23 million in sales. This project would be one of the largest economic development drivers in Ridgecrest. Will additionally bring jobs with benefits.

Eddie Thomas

- Questioned if additional training would be required and are there grants available to pay for this.
 - Ron Strand – do not anticipate a large impact. Are in touch with Kings County and have their training materials
- Have there been any failures
 - Nigel White – you learn from your mistakes. I was part of the failure and had the misfortune of being sued about 9 years, part of public record. Partner was sued and attorney has case number. Did not know I had been sued for over a year and had a judgement. Hired an attorney and went back to Florida and case was dismissed. Part of the life of learning is making mistakes. People got hurt because they moved to Florida and my partner was sued.
- Any other agencies outside the approval process need to be involved.
 - Nigel White – ABC for liquor license; have touched on Sacramento gaming regulations; tribal processes; Caltrans for roads; City as a governmental body has input. Have touched on every agency that will be involved.

Mike Mower

- Commented on a flyer by the Pro-Casino people that states Casino will happen here or in the County. There has been a suggestion to put this on the election in November. What would happen if we do this and if we turn this down what would you do?
 - Nigel White – in the process of opening a casino you have to get the City concurrence. If this does not happen then tribe would go somewhere within their aboriginal territory and City loses the benefits of both sale of property and \$400k per year. to replace this money the City would have to add \$23 million in taxable sales. Very happy to see the buttons and if we didn't partner with the City we wouldn't be here. If put to vote in November which is 6 months away, tribe and developer does not want to hang around for this and believe there are enough people in the community in favor so encourage council to vote on it in two weeks.
- *Council received questions and comments from members of the public regarding the proposed Timbisha Shoshone Development Project. Staff responded to questions.*
- *Discussion ended at 9:59 p.m. and continued to Special Town Hall Meeting on Wednesday, May 11, 2016 at 6:00 p.m.*

COMMITTEE REPORTS

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

City Organization and Services Committee

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

Mike Mower and Peggy Breeden

- Met last Wednesday
- Discussed broadband and social media for agenda

Infrastructure Committee

Members: Jim Sanders; Mike Mower
Meeting: 4th Thursday each month at 5:00 p.m. as needed
Location: Council Conference Room B

Mike Mower and Jim Sanders

- Met last Thursday
- Trench Cutting fees for streets discussed and possible ordinance amendments coming
- Drainage master plan discussed. problems with rain flowing into the city from outlying areas and budget issues.
- Discussed street sweeping options and proposal coming from waste management

❖ **Ad Hoc Water Conservation Committee**

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

- No report

Parks, Recreation, and Quality of Life Committee

Members: Eddie Thomas; Lori Acton
Meeting: 1st Tuesday each month at 12:00 p.m. as needed
Location: Kerr-McGee Center Meeting Rooms

Lori Acton

- No report, looking to set a meeting for projects

❖ **Ad Hoc Youth Advisory Council**

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

- No report

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

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

- No report

Ridgecrest Area Convention And Visitors Bureau (RACVB)

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

Eddie Thomas

- Read RACVB Director's report (*Attachment A*)
- Reviewed STAR report numbers presented for the month of March

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Mike Mower

- Kern COG meeting last week, 2 meetings lasted a total of 20 minutes. Consent calendars for each agenda and no other discussions.

CITY MANAGER REPORT

Dennis Speer

- TTAC meeting this morning at Kern COG, dollars dropped out to complete freeman gulch segment of highway 14 are coming back for construction in fiscal year 2019-2020
- Caltrans survey to do an RFP and establish a pool of engineers to take locals out of the project so would have to use their engineers for local projects. Could drive up costs and may put small firms out of business. Will respond to the survey but at this time am anxious about the proposal.

MAYOR AND COUNCIL COMMENTS

Mike Mower

- Thanked community members who stayed for the meeting and overwhelmed by the Casino project
- Years ago we did have a topless bar in Ridgecrest. They almost closed and people would complain to council giving them free advertising and for several months this went on before they finally closed.

Eddie Thomas

- Apologize for stepping out of meeting, received a phone call and text that Tina Allen has passed away.
- A member of church is going through Chemotherapy in Ridgecrest and office is closing so now have to drive to Lancaster. Impact on all the surrounding cities and not sure what we can do as a City but would like to try to keep them in the valley. Petition is circulating to keep them here.
- Thanked Tom Wiknich for reminding us about our passion for other things including the jail closure.

Peggy Breeden

- Thanked Parks & Recreation. Finland welcome party was scheduled outside and it was extremely windy so Parks opened their building and allowed them to come inside. Admiral Corey appreciated the action.
- Appreciate staff for their support and help getting things done for us.

Lori Acton

- RPD open house is tomorrow night
- Appreciate turnout, emails, and public involvement for their input
- Staff is in the trenches every day answering questions. Appreciate all they do.

Jim Sanders

- One of the best things to come out of the casino issue is more people are getting involved with local government. You have more influence over elected officials in this meeting than anywhere else.
- Meeting with the Fins was a very fun event.
- Council has been swamped with emails and if you haven't received a response, please be patient. I am determined to read every email before I make a decision.

ADJOURNMENT at 10:42 p.m.

Rachel J. Ford, CMC
City Clerk

Monthly Director's Report for RACVB For March & April 2016 Held at Ridgecrest Regional Hospital Conference Center

May 4, 2016

- ❖ Reported, 1,000 Ridgecrest Visitors Guides, sent to “National Parks and Trips”, to be included in “Visitor Packet Requests” for potential visitors with West Coast travel plans. Requests received from the U.S. and Internationally.
- ❖ Long awaited “NEW” Hwy 395 South sign is NOW up. It's quite VISIBLE, with bright yellow color and red inside white background, and black lettering.
- ❖ RACVB working on additional “NEW” sign, in Johannesburg. Sign size 10ft. x 30ft. potential completion date, approximately 3 weeks.
- ❖ April 16, 2016 – “150th Birthday Bash” event held at Bakersfield, RACVB team attended, as part of District 1, with four other organizations, (*BLM Horse & Burrow Facility, China Lake Museum, HSUMD & Fairgrounds*) who represented Ridgecrest.
- ❖ May 1 – 7, 2016 – National Travel & Tourism Week. May 3rd RACVB hosted “Travel Rally Day” which 7 local hotels took part of informative mini tours of 4 “local attractions”. Starting at RACVB visitor center.
- ❖ Steve Brown's “Southwest Stories” series on KVCR PBS TV, has uploaded its 7 episodes, from this season, to its “YouTube” channel. Includes Ridgecrest, Randsburg and Little Petroglyph Canyon.
- ❖ May 14, 2016 – 3rd Annual Petroglyph Golf Tournament, at China Lake Golf Course. Recruitment of Golf players still needed. Contact RACVB office for registration.
- ❖ May 20 & 21, 2016 – Doug Lueck for Ridgecrest Film Commission, attending “Film in California” Conference, “Promoting filming resources in California” at CBS Studio Center, in Studio City, CA.
- ❖ Intern, Lauryn Petty lead coordinator of Kern Co. “150th Birthday Bash” event, Created RACVB “Social Media” for “Instagram”, “Twitter” and “Tumblr”. RACVB nominated Lauryn for “2016 Community Engagement Award” submitted to CSU Fullerton.

FILMING: Ridgecrest Regional Film Commission

For the months of March & April 2016, there was a total of **8** productions for the Ridgecrest Film Commission.

At **Inyokern Airport**, there was also **4** productions for March & April 2016 filming.

Next RACVB Board of Director's meeting will be held, Wednesday **June 1, 2016** location will be Kerr McGee Center.

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

SUBJECT:

Conduct a Public Hearing and adopt a resolution approving a summary vacation of a drainage, access and utility easement across the westerly 30 feet of City owned property in the City Business Park identified as assessor's parcel number 033-070-46, Lot Line Adjustments #'s 204206059 & 07-08, (formerly Parcel 19 of PM 10819).

PRESENTED BY:

Loren E. Culp, City Engineer / Assistant Director Public Works

SUMMARY:

The City of Ridgecrest Community Development Manager, Mr. Gary Parsons, has received a request from the Ridgecrest Regional Hospital to vacate a portion of drainage, access and utility easement across APN 033-070-46 as a condition of sale. The parcel and the easement are located along the North side of Sydnor Ave. and West of the Hampton Inn. Government Code Section 65402 and the Streets and Highways Code Section 8313 require the Planning Commission to review the request to vacate the easement and to report if the vacation is in conformity to the City of Ridgecrest General Plan and Circulation Element. The Planning Commission on April 26, 2016, resolved that the vacation of the easement was in conformity to the General Plan and recommended that the City Council authorize the vacation of the easement.

Staff has researched and performed a field survey of the easement and found that the easement is unimproved and no utilities occupy the easement with the exception of the Hampton Inn's private fire protection water line crossing the easement on the north and south sides of the easement. All utility companies and adjoining property owners were solicited for comment. No utilities with the exception of the private fire protection water line occupy the easement. No public street or drainage improvements occupy the easement. Staff reviewed the City General Plan and found the vacation to be in conformity to the General Plan and the Circulation Element.

Staff determined that the easement is in excess, summary vacation procedures were satisfied, and the vacation is in compliance to the General Plan. Staff recommends that the easement be vacated.

FISCAL IMPACT: None

Reviewed by Finance Director:

ACTION REQUESTED:

Conduct a Public Hearing to hear testimony and adopt the resolution that approves the vacation of excess easement on APN 033-070-46 and direct the City Clerk to record the vacation of easement documents.

CITY ENGINEER RECOMMENDATION:

Action as requested:

Submitted by: Loren E. Culp

Action Date: May 18, 2016

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RESOLUTION NO. 16-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST
RECOMMENDATION TO VACATE AN EASEMENT FOR DRAINAGE,
ACCESS AND UTILITY**

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

1. Purpose and Scope.

This resolution is adopted for the purpose of the City Council approving the vacation of the easement described below under the authority of Chapter 4 of Part 3 of Division 9 (commencing with Section 8313) of the Streets and Highways Code and Section 65402 of the Government Code.

2. Description of Easement.

The easement which is proposed to be vacated pursuant to this resolution, hereinafter "subject easement," is described on Exhibit "A", attached hereto and hereby incorporated by this reference.

3. Findings.

The Planning Commission on April 26, 2016 resolved, finds, determines and declares:

- a) The subject easement is not required for City purposes and is in excess to the City's needs;
- b) The vacation of the subject easement is consistent with the General Plan and the Circulation Element of the City; and
- c) Recommends to City Council to approve the vacation of the drainage, access and utility easement.

4. Vacation.

- a) The City Council hereby resolves the subject easement is in excess of the City's needs and the vacation of the subject easement is in compliance to the General Plan and the Circulation Element.
- b) The City Council approves the vacation of the subject easement.
- c) The City Council directs the City Clerk to record the vacation of the Drainage, Access and Utility easement documents.

PASSED, APPROVED AND ADOPTED on May 18, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Peggy Breedon

ATTEST:

Rachel J. Ford, CMC
City Clerk

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

SUBJECT:

Conduct a Public Hearing and adopt a resolution approving a summary vacation of access easement across the Northerly 30 feet of City owned property in the City Business Park identified as assessor's parcel number 033-070-46, Lot Line Adjustments #'s 204206059 & 07-08, (formerly Parcel 19 of PM 10819).

PRESENTED BY:

Loren E. Culp, City Engineer / Assistant Director Public Works

SUMMARY:

The City of Ridgecrest Community Development Manager, Mr. Gary Parsons, has received a request from the Ridgecrest Regional Hospital to vacate access only from the access, drainage and utility easement across the Northerly 30 feet of APN 033-070-46 as a condition of sale. The parcel is located along the North side of Sydnor Ave. and West of the Hampton Inn. Government Code Section 65402 and the Streets and Highways Code Section 8313 require the Planning Commission to review the request to vacate the access easement and to report if the vacation is in conformity to the City of Ridgecrest General Plan and Circulation Element. The Planning Commission on April 26 , 2016, resolved that the vacation of the easement was in conformity to the General Plan and recommended that the City Council authorize the vacation of the easement.

Staff has researched and performed a field survey of the easement and found that the easement has no public street or drainage improvements but utilities do occupy the easement. All utility companies and adjoining property owners were solicited for comment. The Hampton Inn has a private fire protection water line that may occupy a portion of the easement. The City has a Sanitary Sewer line that occupies the easement. Verizon and SCE both have utilities that occupy the easement. Staff reviewed the City General Plan and found the vacation of access rights to be in conformity to the General Plan and the Circulation Element.

Staff determined that the easement access is in excess, summary vacation procedures were satisfied, and the vacation is in compliance to the General Plan. Staff recommends that the easement be vacated.

FISCAL IMPACT: None

Reviewed by Finance Director:

ACTION REQUESTED:

Conduct a Public Hearing to hear testimony and adopt the resolution that approves the vacation of excess access easement on APN 033-070-46 with the exception of the existing drainage and utility easement and direct the City Clerk to record the vacation of access only easement documents.

CITY ENGINEER RECOMMENDATION:

Action as requested:

Submitted by: Loren E. Culp
(Rev. 6/12/09)

Action Date: May 18, 2016

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RESOLUTION NO. 16-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST
RECOMMENDATION TO VACATE AN EASEMENT FOR ACCESS
PURPOSES ONLY**

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

1. Purpose and Scope.

This resolution is adopted for the purpose of the City Council approving the vacation of the easement for access purposes only described below under the authority of Chapter 4 of Part 3 of Division 9 (commencing with Section 8313) of the Streets and Highways Code and Section 65402 of the Government Code.

2. Description of Easement.

The easement access which is proposed to be vacated pursuant to this resolution, hereinafter "subject access easement," is described on Exhibit "A", attached hereto and hereby incorporated by this reference.

3. Findings.

The Planning Commission on April 26, 2016 resolved, finds, determines and declares:

- a) The subject access easement is not required for City access purposes and is in excess to the City's needs;
- b) The vacation of the subject access easement is consistent with the General Plan and the Circulation Element of the City; and
- c) The existing easement has utilities that occupy the easement; and
- d) Recommends to City Council to approve the vacation of access rights only to the easement.

4. Vacation.

- a) The City Council hereby resolves the subject access easement is in excess of the City's needs and the vacation of the subject access easement is in compliance to the General Plan and the Circulation Element.
- b) The City Council approves the vacation of the subject access rights to the easement with the exception of the existing drainage and utility easement retaining rights, provisions and dimensions.
- c) The City Council directs the City Clerk to record the vacation of access rights easement documents.

PASSED, APPROVED AND ADOPTED on May 18, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Peggy Breedon

ATTEST:

Rachel J. Ford, CMC, City Clerk

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

SUBJECT:

Discussion And Proposed Approval Of A Letter Of Opposition To The Kern County Sheriff Regarding The Pending Closure Of The Kern County Jail And Substation In Ridgecrest

PRESENTED BY:

Mike Mower – City Council Member

SUMMARY:

This agenda item is for discussion and proposed approval for the City of Ridgecrest Mayor and City Council to draft and deliver a letter of opposition to the Kern County Sheriff regarding the pending closure of the Kern County Jail and substation in Ridgecrest.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Proposed Action to approve a letter of opposition to the Kern County Sheriff regarding the pending closure of the Kern County Jail and Ridgecrest substation

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Rachel J. Ford
(Rev. 6/12/09)

Action Date: May 18, 2016

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

SUBJECT:

Discussion And Potential Action Regarding A Resolution To Authorize The City Manager, Or His Designee, To Execute A Municipal Service Agreement (MSA) With The Timbisha Shoshone Tribe

PRESENTED BY:

Gary Parsons

SUMMARY:

The Timbisha Shoshone Tribe wishes to develop a project which includes an Indian gaming casino, hotel, restaurants, and other entertainment venues within the City of Ridgecrest and wants to utilize certain city services in the operation of this development. This agreement would provide the city general fund a currently estimated \$400,000/year plus a one-time payment of \$80,000. These payments are to offset the city costs for providing city services to the Timbisha project.

The Tribe has agreed to payments at 2% of appraised value of the development and will provide annual payment of \$128,000/year for police and fire protection as well as problem gaming. Both of these amounts will increase as future phases of the proposed development are completed. The agreement also calls for the tribe to provide a 10% payment to the city for any future hotel development as well as joining the RACVB – Tourism Business district and paying its assessment(s).

The agreement is for a period of 20 years from the commencement of casino operations.

The payments will offset the city for lost property and sales taxes due to the federal status of the Land upon which the development will be located.

FISCAL IMPACT:

Provide a currently estimated \$400,000 per year to the general reserve fund of the City.

ACTION REQUESTED:

Discussion and Consider Adopting A Resolution To Execute The MSA With The Timbisha Shoshone Tribe.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING THE MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF RIDGECREST AND THE TIMBISHA SHOSHONE TRIBE

1. PURPOSE AND SCOPE.

This resolution approves the Municipal Services Agreement between the City of Ridgecrest ("City") and the Timbisha Shoshone Tribe ("Tribe") regarding tribal gambling facilities.

2. FINDINGS.

The City Council finds, determines, and declares:

WHEREAS, the Timbisha Shoshone Tribe has documented its historical occupation of the area surrounding the City of Ridgecrest; and

WHEREAS, the United States congress enacted the Indian Self-Determination Act and has authorized the Secretary of the Interior to acquire land in trust for the Tribe; and

WHEREAS, the Tribe has requested that City provide critical municipal services to the tribal lands in City, and has agreed to compensate City for providing those services; and

WHEREAS, the City Council conducted a duly noticed public meeting on April 20, 2016, pertaining to the Municipal Services Agreement.

3. RESOLUTION.

Based on the foregoing findings, the City Council hereby approves and adopts the Municipal Services Agreement between City and Tribe, attached hereto.

APPROVED AND ADOPTED this 18th day of May, 2016, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC, City Clerk

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MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement (hereinafter "Agreement") is made this _____ day of April, 2016, by and between the City of Ridgecrest (hereinafter "City"), on one hand, and the Timbisha Shoshone Tribe (hereinafter "Tribe"), on the other hand. City and Tribe shall hereinafter collectively be referred to as "Parties."

RECITALS

WHEREAS, the historical occupation of the Timbisha Shoshone Tribe of the area in and surrounding the City has been documented; and

WHEREAS, the United States Congress has authorized the Secretary of the Interior to acquire land in trust for the Tribe in order for the Tribe to achieve economic self-sufficiency; and

WHEREAS, in 1978, Congress enacted the Indian Self-Determination Act, 25 U.S.C. §450, *et seq.* to encourage tribal self-sufficiency and self-determination, and in 1988 Congress enacted the Indian Gaming Regulatory Act, 25 U.S.C. 2701, *et seq.* (the "IGRA") to provide for tribal gaming, again emphasizing the federal priority of tribes becoming self-sufficient; and

WHEREAS, following consultations with federal, state and City officials for the purpose of identifying potential new reservation locations that would meet the community, economic development and residential needs of the Tribe, while being compatible with surrounding land uses and minimizing adverse impacts on City services and residents, the Tribe has selected and will acquire a parcel of land in the City; and

WHEREAS, the Tribe intends to ask the Bureau of Indian Affairs to initiate the federal environmental review process necessary to comply with the National Environmental Policy Act ("NEPA"), as a first step to taking said parcels into trust; and

WHEREAS, the Tribe has now requested that the City support the Tribe's request to the Bureau of Indian Affairs to take a parcel into trust, and in consideration for such support, the Tribe has offered to enter into an agreement with the City before any land goes into trust, which agreement will provide for the Tribe to make certain payments to the City to mitigate potential impacts of the Tribe's development and use of the Trust Lands (as defined below), as well as reimbursing the City for expenses to be incurred by the City in association with this Agreement; and

WHEREAS, the proposed action of the Tribe is not a City project and is not a project subject to the discretionary approval of the City and, therefore, is not subject to otherwise applicable California laws; and

WHEREAS, the City would not otherwise have any authority or input with regard to the Tribe's Trust Lands nor receive any compensation as mitigation for the impacts the Tribe's use of the Trust Lands would cause; and

WHEREAS, the City is capable of, and willing to, provide a full range of municipal services for uses of the Tribe's trust lands and, subject to future agreement between the City and the Tribe, may provide certain municipal services for the Tribe's use of the Trust Lands; and

WHEREAS, the City is prepared to support the Tribe's trust acquisition request to the United States if the Tribe enters into an enforceable agreement to comprehensively mitigate all impacts of this acquisition by taking several steps, including, but not limited to: (a) conforming to certain specific land use restrictions identified in City ordinances; (b) mitigating any environmental impacts of its planned use of the trust land that are identified in the environmental assessment to be conducted pursuant to NEPA; and (c) conforming to certain building and design standards set out in City ordinances.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Land to be Taken into Trust. The Tribe will request that the United States take into trust for its benefit the parcel identified in Exhibit A appended hereto. The Tribe agrees to request the United States to take into trust within the limits of the City only the parcel detailed in Exhibit A appended hereto (hereinafter "Trust Lands"), unless and until this Agreement is amended as provided herein to authorize any other trust acquisition. The Tribe further agrees to use said parcel exclusively (a) for the operation of a facility for Class II and Class III Gaming in conformity with the requirements of the federal Indian Gaming Regulatory Act, 25 U.S.C. 2701, *et seq.*, with the requirements of this Agreement and with the requirements of all other applicable State or federal laws; and (b) for other gaming related uses, as described in Exhibit B appended hereto, so long as such related uses are intended primarily to facilitate the operation of the gaming facility (all improvements on the Trust Lands collectively hereinafter referred to as the "Gaming Facility"), unless and until this Agreement is amended as provided herein.

2. Compliance with City Ordinances. The Tribe shall enact laws applicable to the Trust Lands and shall require that the Trust Lands be used and developed in a manner that complies with all applicable City general, specific and community plans, zoning ordinances, and design guidelines in effect at the time of development, to the extent that compliance with such laws does not impermissibly infringe upon the internal self-government of the Tribe. The Tribe shall adopt the building standards set out in the City's adopted building codes, and prior to the use of any structure constructed on the Trust Lands, provide the City, at the Tribe's expense, with written certification from the project architect that said structures have been constructed in accordance with said standards. To ensure that tribal laws are adequately enforced, the Tribe agrees to contract with the City to provide, planning, building and safety, fire prevention, and public works personnel to review construction plans and inspect construction of improvements on the Trust Lands, to insure compliance with adopted codes. Said review and inspection services shall be provided at the City's normal rates for such services. In the event the City's reviewers and inspectors are unable to complete such services within a time frame substantially similar to the time frame in which the city would complete such services for a commercial development, the Tribe may contract for alternative inspection services, provided that the Tribe shall provide the City with an opportunity to timely provide inspection services prior to contracting with an alternative inspection service.

3. Environmental Review. The Tribe's application to have land taken into trust is not governed by State laws, and the Tribe does not agree to submit its projects to the City for discretionary approvals. The Tribe does agree, however, to submit its development plan for development review and comment by the City staff and to substantially comply with City ordinances in effect at the time of development. Nothing in this Agreement constitutes a commitment by the City to develop, construct, or improve any facilities or to issue any permit or entitlement for use and the parties specifically acknowledge that no such permit or entitlement is necessary for the Tribe to build improvements on the Trust Lands..

4. Payments to City. The parties agree that the Tribe will treat all fees in this agreement as "operating expenses." The parties further agree that a standard method of payment to the City will be beneficial for all. The following method shall be used to make payments to the City. This section shall not apply to Litigation Expenses as defined in Section 18.

A. The Tribe agrees to pay the City all service fees and impact fees established by City resolution prior to the service being provided or the impact realized, provided that such fees are established on a City-wide or area-wide basis, equal to at least 20.0% of the area of the City, and not applicable solely to the Tribe.

B. The Tribe will pay the City, on a monthly basis, within thirty (30) days of billing, for the actual cost of all City expenses related to providing any of the services performed by the City, their consultants or contract services, as set forth in Sections 2 and 3 of this Agreement.

C. Where payments are to be made quarterly, the Tribe will pay the City on the City's first business day after the first day of January, April, July, and October following any quarterly period, or part thereof, during which the Gaming Facility is in operation. The first payment will be paid for the pro-rated number of days the Gaming Facility was in operation during its first quarter, divided by the actual number of days in that quarter, multiplied by the quarterly amounts stated in this Agreement.

D. Where payments are to be made annually, the Tribe will pay the City on the City's first business day after July first following any quarterly period, or part thereof, during which the gaming facility is in operation. The first payment will be paid for the pro-rated number of days the Gaming Facility was in operation during its first year, divided by 365 days, multiplied by the annual amounts stated in this Agreement.

E. Fifty percent (50%) of funds received by the City from the State of California pursuant to the Class III gaming compact between the Tribe and the State or from the State Special Distribution Fund shall be credited against the mitigation payments to be paid by the Tribe to the City pursuant to this Agreement and any subsequent agreements entered into by the Parties.

F. One-time fees will be paid as described elsewhere in this Agreement.

G. All payments, by the Tribe shall be made payable to the City of Ridgecrest and delivered to the City Manager, or his designee.

5. Quarterly Mitigation Payments. The Tribe and the City agree that, because of the status of the Trust Lands, the City will lose potential tax revenues from the land and the improvements thereon and from certain commercial activities that the Tribe may conduct on the Trust Lands. In order to mitigate this loss of revenue, and to compensate the City for the

provision of law enforcement and fire protection services to the Trust Lands, as well as to contribute to the provision of problem gambling support services by the City, the Tribe shall pay to the City a Mitigation Payment in the sum of \$100,000.00 each quarter. This sum shall be adjusted to the amount of one quarter of Two Percent (2%) of the appraised value of the land and Gaming Facility after the completion of construction. The Parties shall mutually agree upon and appoint an independent appraiser to conduct the appraisal, at the Tribe's expense. The appraiser shall assess the appraised value based on the construction cost of the Gaming Facility, because there are no comparable properties. The City shall allocate this Mitigation Payment to the needs of law enforcement, fire protection, problem gambling programs, and other needs as the City so determines in its sole discretion.

6. Payment for Critical Municipal Services. The Parties recognize that the gaming facility to be developed and operated by the Tribe will necessitate an increase of critical municipal services in the area surrounding the Trust Lands. The Parties have agreed that, based on the size of the Tribe's proposed gaming facility and the projected number of patrons and employees, Tribe shall make the following payments to City:

A. A one-time payment of \$80,000 to City to be used by City for a new police patrol car, which shall be used by City at its sole discretion in and surrounding the City of Ridgecrest and in the area surrounding the Trust Lands; and

B. Annual fees of \$128,000 for additional critical municipal services, which shall be paid to City in quarterly installments. This sum shall be increased annually in accordance with the Consumer Price Index. The sum may exceed the Consumer Price Index by mutual consent, to be consistent with then current costs to the City of providing these services. This figure shall not be reduced unless such reduction is agreed to by City.

7. Emergency Medical Services. The Tribe shall contract with a private ambulance provider to provide emergency medical services to the Gaming Facility.

8. Criminal Jurisdiction on Trust Lands. The City shall have authority to enforce State laws on the Trust Lands to the extent authorized by Public Law 280. The City shall also have the authority to enforce City Municipal Codes on Trust Lands. The City will attempt to notify the Gaming Facility's security director and/or general manager before taking extraordinary action (over and above usual patrols and response to calls for service) at the Gaming Facility, except when, in the good faith and reasonable judgment of the City law

enforcement officers involved, doing so would compromise officer safety or the integrity of a criminal investigation. City law enforcement and the Gaming Facility security agree to cooperate and work together in matters concerning violations of the law. Gaming Facility security will allow City law enforcement access to security video recordings and Trust Lands when conducting criminal investigations.

9. Roads and Traffic Circulation. The Tribe will cause a traffic study to be conducted to determine the traffic impacts of its proposed uses of the Trust Lands. The Tribe will mitigate traffic and circulation issues in conformity to the applicable law. The Tribe agrees to pay all required traffic mitigation fees consistent with City fee programs and ordinances.

10. Sewer and Water Service.

A. The Tribe shall provide for the treatment and disposal of sewage generated on the Trust Lands. If the Tribe connects to the City's sewer collection system, the Tribe will pay fees, obtain required easements for sewer infrastructure, construct to City sewer infrastructure standards, and dedicate to the City such sewer infrastructure. No use shall occur on the Trust Lands, other than the construction of the Gaming Facility, until sewer service is completed and inspected pursuant to this Agreement. Any approvals by the City required to implement this section shall not unreasonably be withheld, and the standards and fees referred to in this section shall be substantially identical to those applied to similarly situated users.

B. The Tribe shall provide for a water supply for the Trust Lands and may apply for water service with the local water district. No use, other than the construction of the Gaming Facility, shall occur on the Trust Lands until water service is completed and inspected pursuant to this Section and Sections 2 and 3 of this Agreement.

C. The Tribe shall acquire the Trust Lands subject to all existing City rights-of-way and easements for the provision of sewer and water.

11. Solid Waste Disposal. The Tribe shall contract for solid waste disposal with the City's franchised waste hauler at their usual commercial rates.

12. Employment of City Residents. The Tribe shall work in good faith with the City, to employ qualified residents at the Gaming Facility to the extent permitted by applicable law. The Tribe shall offer training programs to assist City residents to become qualified for positions at the Gaming Facility to the extent permitted by applicable law. Nothing in this Section 10 shall

be interpreted to limit or modify in any way the Tribe's policy of Indian preference in employment.

13. Allowed Gambling Age in Casino. The City has requested, and the Tribe agrees, that the Tribe will restrict the age for gambling, in the casino, to 21 years of age, or older. No one under the age of 21 years will be allowed to gamble.

14. Payment for Future Development. The Tribe and the City recognize that additional development may occur on Tribal land within the jurisdiction of the City. The Tribe agrees to negotiate in good faith with the City to mitigate the off-reservation impacts of any future development. If in the future the Tribe constructs a hotel, the Tribe will join the "District Association" and make quarterly payments to the City in the sum of the equivalent of a Ten Percent (10%) transient occupancy tax ("TOT").

15. Dispute Resolution.

A. Meet and Confer Process. In the event the City or the Tribe believes that the other has committed a possible violation of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within fifteen (15) days of the date of service of said request, provided that if the complaining Party believes that the problem identified creates a threat to public health or safety, the complaining Party may proceed directly to arbitration as provided in Subsection E below.

B. Notice of Disagreement. If either Party is not satisfied with the result of the meet and confer process, such Party may provide written notice to the other, identifying and describing any alleged violation of this Agreement ("Notice of Disagreement"), with particularity, if available, and setting forth the action required to remedy the alleged violation.

C. Response to Notice of Disagreement. Within fifteen (15) business days of service of a Notice of Disagreement, the recipient Party shall provide a written response either denying or admitting the allegation(s) set forth in the Notice of Disagreement, and, if the truth of the allegations are admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. The failure of the recipient Party to serve a timely response shall entitle the complaining Party to proceed directly to arbitration, as provided in Subsection E below.

D. Expedited Procedure for Threats to Public Safety. If the City or the Tribe reasonably believes that the other's violation of this Agreement has caused or will cause a

significant threat to public health or safety, resolution of which cannot be delayed for the time periods otherwise specified in this Section 16, the complaining Party may proceed directly to the arbitration Procedures set out in Subsection E below, without reference to the processes set out in Subsections A, B, and C above, and seek immediate equitable relief. At least twenty-four (24) hours before proceeding in this manner, the complaining Party shall provide to the other a written request for correction and notice of intent to exercise its rights under this Subsection D, setting out the legal and/or factual basis for its reasonable belief that there is a present or an imminent threat to public health or safety.

E. Binding Arbitration Procedures. Subject to prior compliance with the meet and confer process set out above in Subsection A, and the Notice and Response process in Subsections B and C, and except as provided in Subsection D, either Party may initiate binding arbitration to resolve any dispute arising under this Agreement. The arbitration shall be conducted in accordance with the following procedures:

(1) The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

(2) The arbitration shall be held in the City of Ridgecrest, California, unless otherwise agreed. The arbitrator shall be empowered to grant compensatory, equitable and declaratory relief.

(3) If either Party requests an oral hearing, the arbitrator shall set the matter for hearing. Otherwise, the arbitrator shall decide whether to set the matter for hearing.

(4) The resulting award shall be in writing and give the reasons for the decision. Judgment on the award rendered by the arbitrator may be entered in the United States District Court for the Eastern District of California. The costs and expenses of the American Arbitration Association and the arbitrator shall be shared equally by and between the Parties unless the arbitrator rules otherwise.

16. Judicial Review. The Parties consent to judicial enforcement of any award in arbitration, which enforcement shall be in the United States District Court for the Eastern District of California. Service of process in any such judicial proceeding is waived in favor of delivery of court documents by Certified Mail -Return Receipt Requested to the following:

FOR THE TRIBE:

FOR THE CITY:

Tribal Chairperson
Timbisha Shoshone Tribe
621 West Line St., Suite 108

Bishop, CA 93514
Telephone: (760) 872-3614

Mayor
City of Ridgecrest
100 W. California Ave.
Ridgecrest, CA 93555-4054

Telephone: (760) 499-5000
Facsimile: (760) 499-1500

17. Limited Waiver of Tribal and City Sovereign Immunity. The Tribe agrees to waive its sovereign immunity in favor of the City as to any dispute that arises out of this Municipal Services Agreement or the activities undertaken by the Tribe on the Trust Lands, pursuant to the terms set forth herein for enforcement. The Tribe's governing body shall execute a formal Resolution of Limited Waiver of Sovereign Immunity substantially identical to attached Exhibit C. The City agrees that it has waived its sovereign immunity for purposes of the enforcement of the terms of this Agreement.

18. Attorneys' Fees. In the event either party commences an Action (as defined herein) against the other party which arises out of a Default of, breach of, failure to perform this Agreement or otherwise related to this Agreement, then the Prevailing Party in the Action shall be entitled to recover its Litigation Expenses (as defined herein) from the other party in addition to whatever relief to which the Prevailing Party may be entitled. For the purposes of this section, the term "Action" means any lawsuit, court or administrative proceeding (whether of a legal or equitable nature), arbitration or mediation (whether binding or non-binding), or any other alternative dispute resolution procedure, and the filing, recording, or service of any process, notice, claim, lien, or other instrument which is a prerequisite to commencement of the Action. For the purposes of this section, the term "Litigation Expenses" means all costs and expenses, to the extent such are reasonable in amount, that are actually and necessarily incurred in good faith by the Prevailing Party directly related to the Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other cost or expense reasonably and necessarily incurred by the prevailing party in good faith and directly related to the Action. For the purposes of this Section, the term "Prevailing Party," shall have the meaning ascribed in California Code of Civil Procedure §1032(a)(4).

19. Indemnification. Except as to the sole negligence, active negligence, or willful misconduct of the City, the Tribe expressly agrees to and shall indemnify, defend, release, and hold the City, their officials, agents, servants, employees, attorneys and contractors harmless from and against, any claim, liability, loss, damage, entry, cost, or expense (including, but not limited to, attorneys' fees expert fees, and court costs) which arises out of or is in any way connected with the Tribe's performance under this Agreement. This indemnification provision shall apply to any act or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the employees, agents, servants, or subcontractors of the Tribe or its tenants. The Parties expressly agree that the obligations of the Tribe under this Section shall survive the expiration or early termination of the Agreement.

20. Support for Trust Application. In consideration for the obligations undertaken by the Tribe herein, the City shall provide the correspondence attached as Exhibit D to the United States Department of Interior, Bureau of Indian Affairs, in support of the application of the Tribe to the United States, and shall request the United States to take the lands identified in Exhibit A into trust for the benefit of the Tribe, and respond to inquiries about the Tribe's trust application from the Bureau of Indian Affairs in a manner that is consistent with Exhibit D.

21. Tribal-City Advisory Committee. The City and the Tribe agree to establish a permanent committee, to be known as the Tribal-City Advisory Committee. The jurisdiction of the Committee shall include questions related to implementation of this Agreement, proposals for the amendment of this Agreement, and concerns over any matter within the scope of this Agreement.

A. Composition of Committee. The Committee shall be composed of three members designated by the City Manager of the City of Ridgecrest, or his designees, and three members designated by the Tribe, for the purpose of addressing any issues arising under or relating to this Agreement.

B. Open Meetings. Committee meetings shall be open to the public, and Committee members may invite staff and associates as they deem appropriate to participate.

C. Meeting Times. The Committee shall meet on a quarterly basis, or more frequently, according to procedures established by the Committee.

D. Authority of Committee. The Committee may make recommendations to the Tribe and the City, including recommended amendments to this Agreement, which both

Parties shall consider before implementing any actions concerning the subject matter of this Agreement.

22. Other Development Projects. The Parties understand and agree that the Tribe may in the future undertake other development projects on the Trust Lands. In order to preserve their good relations and in the best interests of the surrounding community, the Tribe and the City agree that the Tribe shall undertake no new development that would be inconsistent with the moral climate of the community, including but not limited to adult entertainment and sexually oriented businesses as defined in the City's Development Code. If the Tribe should undertake new development projects, it will notify the City at least three months prior to the commencement of construction of the new project and will negotiate in good faith with the City concerning an agreement for the protection of the Parties' interests and the well-being of the surrounding community.

23. Amendments. This Agreement may be amended by mutual agreement of the Parties and must be amended prior to the acquisition of any land in trust by the Tribe not identified in Exhibit A. The parties will meet annually to review this Agreement and the Parties' performance of their obligations under it. To the extent that either of the Parties believes that the Agreement should be amended, the Parties agree to negotiate on such amendments in good faith in order to further the objectives of this Agreement.

24. No Third Party Beneficiaries. This Agreement is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

25. Term. This Agreement shall become effective upon its execution by the parties hereto and shall continue in effect for a period of twenty (20) years from the opening date of the Gaming Facility, provided that, if the Tribe is informed by the Secretary of the Interior that the United States will not take the land into trust or that the Tribe may not conduct gaming activities thereon, then this Agreement shall terminate thirty (30) days after the Tribe is so informed. No sooner than eighteen (18) months prior to the aforementioned termination date, either party may request the other party to enter into negotiations to extend this Agreement or enter into a new agreement. If the parties have not agreed to extend the date of this Agreement nor entered into a new Agreement by the termination date, this Agreement will automatically be extended for not more than five (5) years, unless the parties have agreed to an earlier termination date.

26. Approval by the Department of the Interior. The parties will submit this Agreement to the Department of the Interior for either (a) approval pursuant to 25 U.S.C. Section 81, or (b) a written response from the Department of the Interior that this Agreement does not require approval under 25 U.S.C. Section 81 to be enforceable.

WHEREFORE, IN WITNESS THEREOF, the Parties hereby execute and enter into this Agreement with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

DATED: _____

TIMBISHA SHOSHONE TRIBE

By: _____

Its: _____

DATED: _____

CITY OF RIDGECREST

By: Margaret Breeden

Its: Mayor

Seal

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

SUBJECT:
UPDATED FINANCIAL REPORT

PRESENTED BY:

Tyrell Staheli, Finance Director

BACKGROUND:

Staff will present an overview of the updated fiscal-year-to-date financials.

This is an informational item only

FISCAL IMPACT: 0

Reviewed by Finance Director

ACTION REQUESTED:

N/A

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Tyrell Staheli Finance Director

Action Date: May 18, 2016

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

SUBJECT:

Discussion of A Budget Committee

PRESENTED BY:

Peggy Breeden – Mayor

SUMMARY:

At the request of the Mayor, this item is brought before Council for discussion of formation of a budget committee.

FISCAL IMPACT:

Reviewed by Finance Director

ACTION REQUESTED:

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Rachel J. Ford
(Rev. 6/12/09)

Action Date: May 18, 2016

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