



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

AGENDA

Wednesday

Regular

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

February 3, 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 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 **CLOSED SESSION MEETING** of the Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Agency is hereby called to be held on **Friday, February 3, 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 – Existing Litigation – Kern County Superintendent Of Schools v. City Of Ridgecrest

Dated: January 27, 2016

Peggy Breeden, Mayor / Chair

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Dated: January 27, 2016

Rachel J. Ford, CMC
City Clerk

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AMENDED



LAST ORDINANCE NO. 16-06
LAST RESOLUTION CITY COUNCIL NO. 16-xx

CITY OF RIDGECREST

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

AGENDA

Regular Council
Wednesday February 3, 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 – Existing Litigation –**Kern County** Superintendent Of Schools v. City Of Ridgecrest

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
- Other

PUBLIC COMMENT

COUNCIL ANNOUNCEMENTS

CONSENT CALENDAR

1. Adopt A Resolution To Amend The Professional Service Agreement In The Amount Of Ten Thousand And Eighty Dollars (\$10,080.00) With The Engineer Of Record, Willdan Engineering, For Additional Construction Inspection Services On The Cycle 5 Signing And Striping For 12 Intersections, And Authorize The City Manager, Dennis Speer, To Execute The Amended Agreement Speer
2. Adopt A Resolution To Approve The Professional Service Agreement With The Firm Willdan Engineering To Provide Environmental Assessment, Surveying, And Design Engineering, For Tax Allocation Bond (TAB) Street Improvement Projects For A Fee Of Thirty-Nine Thousand One Hundred Dollars (\$39,100.00) And Authorize The City Manager, Dennis Speer, To Sign The Professional Services Agreement Speer
3. Adopt A Resolution Declaring Equipment As Surplus According To Administrative Service Policy As 05-03 And By Resolution Number 05-55 Authorizing Disposal Of Equipment In The Engineering Division Speer
4. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Minutes Dated January 20, 2016 Ford

DISCUSSION AND OTHER ACTION ITEMS

5. Discussion And Provide Direction To The City Manager To Execute A Task Order With Lemieux & O'Neill To Negotiate And Draft A Joint Powers Agreement For The Indian Wells Valley Groundwater Sustainability Agency Lemieux
6. Review And Discussion Of The Special Consulting Agreement Between The City Of Ridgecrest And Justin O'Neill Breeden

ORDINANCES

7. Introduction And First Reading, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Water Efficient Landscape Lemieux

COMMITTEE REPORTS

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

City Organization and Services Committee

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

Infrastructure Committee

Members: Jim Sanders; Mike Mower
Meeting: 3rd 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: 3rd Tuesday every other month at 4:00 p.m. as needed
Location: Kerr McGee Center Meeting Rooms

Ridgecrest Area Convention And Visitors Bureau (RACVB)

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

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORT

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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

SUBJECT: A Resolution To Amend The Professional Service Agreement In The Amount Of Ten Thousand and Eighty Dollars (\$10,080.00) With The Engineer Of Record, Willdan Engineering, For Additional Construction Inspection Services On The Cycle 5 Signing and Striping for 12 Intersections, And Authorize The City Manager, Dennis Speer, To Execute The Amended Agreement

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

Willdan Engineering is currently under contract with the City of Ridgecrest to provide construction management and inspection services for signing and striping improvements at various intersections throughout the City. Willdan Engineering's original proposal assumed that the City's Cycle 5 HSIP Traffic Signal Modification at 7 Intersections Project would be concurrent with the Cycle 5 Signing and Striping for 12 Intersections Project, thus resulting in a cost savings by allowing for the inspector's time on site to be split evenly between the two projects each day.

Due to equipment lead time constraints on the Cycle 5 HSIP Traffic Signal Modification at 7 Intersections Project and traffic safety concerns on the Cycle 5 HSIP 12 Intersection Signing and Striping Project, the two projects were not constructed concurrently. As a result, the inspection cost savings originally assumed in Willdan Engineering proposal was not realized.

Willdan is requesting an amendment to our contract to provide compensation for the additional 4 hours of inspection time per day for 16 working days.

In summary, Willdan Engineering requests that the City of Ridgecrest authorize this Amendment #1 (Exhibit A) to the Original Contract (Exhibit B) and to the Purchase Order Number 7469 the sum of Ten Thousand and Eighty Dollars (\$10,080.00) for the 12 Intersection Signing and Striping Project. This would result in our existing budget of \$24,610 being increased to \$34,690.

The original budget funded by the Federal Highway Administration for these project costs is \$39,660.00. Therefore, the City will not incur any additional cost.

FISCAL IMPACT: \$10,080.00

Reviewed by Finance Director

ACTION REQUESTED: Adopt A Resolution To Amend The Professional Service Agreement In The Amount Of Ten Thousand and Eighty Dollars (\$10,080.00) With The Engineer Of Record, Willdan Engineering, For Additional Construction Inspection Services On The Cycle 5 Signing and Striping for 12 Intersections, And Authorize The City Manager, Dennis Speer, To Execute The Amended Agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Karen Harker

Action Date: February 3, 2016

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RESOLUTION NO. 16-XX

A RESOLUTION TO AMEND THE PROFESSIONAL SERVICE AGREEMENT IN THE AMOUNT OF TEN THOUSAND AND EIGHTY DOLLARS (\$10,080.00) WITH THE ENGINEER OF RECORD, WILLDAN ENGINEERING, FOR ADDITIONAL CONSTRUCTION INSPECTION SERVICES ON THE CYCLE 5 SIGNING AND STRIPING FOR 12 INTERSECTIONS, AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO EXECUTE THE AMENDED AGREEMENT

WHEREAS, Willdan Engineering is currently under contract with the City of Ridgecrest to provide construction management and inspection services for signing and striping improvements at various intersections throughout the City; and

WHEREAS, Willdan Engineering's original proposal for this project assumed that the City's Cycle 5 HSIP Traffic Signal Modification at 7 Intersections Project would begin, and be completed, at the same time as the Cycle 5 Signing and Striping for 12 Intersections, resulting in a cost savings for our inspector's time on site to be split evenly between the two projects each day; and

WHEREAS, Willdan Engineering is requesting an amendment to our contract to provide compensation for the additional 4 hours of inspection time per day for 16 working days; and

WHEREAS, Due to equipment lead time constraints on the Cycle 5 HSIP Traffic Signal Modification at 7 Intersections Project and traffic safety concerns on the Cycle 5 HSIP 12 Intersection Signing and Striping Project, the two projects were not constructed concurrently; and

WHEREAS, As a result, the inspection cost savings originally assumed in Willdan Engineering proposal was not realized; and

WHEREAS, Willdan Engineering requests that the City of Ridgecrest authorize this Amendment #1 (Exhibit A) to the Original Contract (Exhibit B); and

WHEREAS, The sum of Ten Thousand and Eighty Dollars (\$10,080.00) for the 12 Intersection Signing and Striping Project will be added to Purchase Order Number 7469; and

WHEREAS, This would result in our existing budget of \$24,610 being increased to \$34,690.00; and

WHEREAS, The original budget funded by the Federal Highway Administration for these project costs is \$39,660.00 and therefore, the City will not incur any additional cost.

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

1. Authorizes to amend the Professional Service Agreement with Willdan Engineering in the amount of an increase of Ten Thousand and Eighty Dollars (\$10,080.00).
2. Authorizes the Finance Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.
3. Authorizes the City Manager, Dennis Speer, to execute the amended agreement.

APPROVED AND ADOPTED This 3rd Day of February 2016 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Rachel J. Ford, CMC
City Clerk

Exhibit A

**AMENDMENT NO. 1
to
CONSULTANT AGREEMENT
between
THE CITY OF RIDGECREST
and
WILLDAN ENGINEERING
for
CONSTRUCTION MANAGEMENT FOR 12 INTERSECTIONS FOR SIGNAGE AND
STRIPING AT VARIOUS LOCATIONS**

As of _____ 20 __, the City of Ridgecrest, herein "CITY", and Willdan Engineering, herein "CONSULTANT", agree as follows:

SECTION 1 - PURPOSE

CITY retained CONSULTANT to furnish Construction Management services under a Consultant Agreement dated October 28, 2014, hereinafter called "Original Agreement". The parties desire to modify the Original Agreement to reflect additional costs.

SECTION 2 – MODIFICATION OF CONSIDERATION

Subdivision (a) of Section 3 of the Original Agreement is modified to read:

“(a) Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid CONSULTANT under this Agreement exceed the sum of Thirty-Four Thousand Six Hundred Ninety Dollars (\$34,690), based upon the fee schedule attached hereto as Exhibit ‘B’.”

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SECTION 3 - OTHER

Except as provided herein, the Original Agreement is affirmed.

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

APPROVED:
CITY OF RIDGECREST

APPROVED:
WILLDAN ENGINEERING

By: _____
Dennis Speer, City Manager

By: _____
Dave Hunt, Director of Engineering

APPROVED AS TO FORM:

By: _____
Keith Lemieux, City Attorney



Construction Management for 12 Intersections for Signage and Striping at Various Locations

CONSULTANT AGREEMENT

As of Oct 28, 2014, the **City of Ridgecrest**, hereinafter "City," and **Willdan Engineering**, hereinafter "Consultant," agree as follows:

1. Purpose.

(a) Assistance for construction management, labor compliance, material testing, and federal invoicing to Caltrans **Highway and Safety Improvement Project 12 Intersections Signing and Striping Upgrades.**

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

2. Services.

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

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

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

3. Consideration.

(a) Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid Consultant under this Agreement exceed the sum of Twenty-Four Thousand Six Hundred Ten Dollars (\$24,610.00). REMOVE LANGUAGE IN THIS SECTION FOR NEW AMENDMENT #1

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

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

4. Term.

This Agreement shall commence upon City's written authorization to proceed and shall continue until completion of the services described above and within Exhibit "A."



Construction Management for 12 Intersections for Signage and Striping at Various Locations

Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by City without cause, City shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse City for additional costs to be incurred by City in obtaining the work from another consultant.

5. Ownership of Data, Reports, and Documents.

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

6. Subcontracts.

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

7. Independent Contractor.

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

8. Indemnification.

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

9. Insurance.

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

(b) The Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis



Construction Management for 12 Intersections for Signage and Striping at Various Locations

in the amount of \$1,000,000 combined single limit per occurrence for bodily injury,

personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

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

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

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

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

(1) Commercial general liability and automobile liability:

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

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

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

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

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

(vi) Prior to start of work under this Agreement, the Consultant shall file with the City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative



Construction Management for 12 Intersections for Signage and Striping at Various Locations

of the insurer(s). A copy of form ISO 2009 required above shall be attached to the Certificate of Insurance at the time it is filed with the City. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many

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

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

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

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

10. Disadvantaged Business Enterprises ("DBE")

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

11. Records Retention

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the



Construction Management for 12 Intersections for Signage and Striping at Various Locations

costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for

audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

12. Audits

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

13. Safety

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

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

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

construction or excavation of trenches which are five feet or deeper.

14. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, Consultant hereby states



Construction Management for 12 Intersections for Signage and Striping at Various Locations

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

15. Statement of Compliance

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

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

16. Debarment and Suspension Certification

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

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures



Construction Management for 12 Intersections for Signage and Striping at Various Locations

must indicate to whom exceptions apply, initiating agency, and dates of action.

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

17. State Prevailing Wage Rates

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

18. Miscellaneous.

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

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

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

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

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

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



Construction Management for 12 Intersections for Signage and Striping at Various Locations

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

Mike Bustos, PE
Resident Engineer
Willdan Engineering
374 Poli Street, Suite 101
Ventura, CA 93001

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

19. Integration.

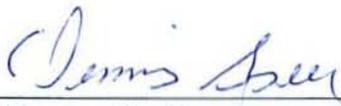
This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed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

20. Governing Law.

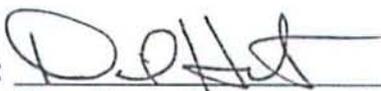
This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

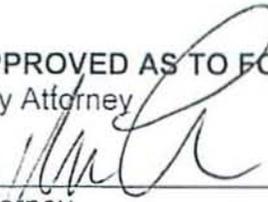
IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
City of Ridgecrest

By: 
Dennis Speer, City Manager

APPROVED:

By: 
Dave Hunt, Sr. Vice President

APPROVED AS TO FORM
City Attorney
By: 
Attorney



Project Understanding and Scope of Work

Project Understanding

Upgrade of 7 Traffic Signals – Willdan understands that the City of Ridgecrest is seeking a professional consultant to perform construction engineering services, and federal compliance services for the City's Upgrade of 7 Traffic Signals project. The project includes the construction of seven (7) traffic signal modifications and traffic signal timing for Norma Street/Ward Avenue; Downs Street/Drummond Avenue; Norma Street/Drummond Avenue; Norma Street/Las Flores Avenue; China Lake Boulevard/California Avenue; French Avenue/Drummond Avenue and China Lake/College Heights Boulevard.

The proposed improvements will include upgrading the traffic signal vehicle heads pedestrian heads, pedestrian push buttons to comply with current traffic signal standards. Furthermore the traffic signal timing chart will be updated to include current red, yellow and green times and update the pedestrian timing for 3.5 ft/s as well as bicycle timing if needed.

We understand that the proposed improvements are funded by federal programs and require the services of a consultant with expertise in the management of federally-funded projects.

Upgrade 12 Intersection Signs and Street Striping – Willdan understands that the City of Ridgecrest is seeking a professional consultant to perform construction engineering and federal compliance services for the City's Upgrade 12 Intersection Signing and Striping project. The project includes the installation of access ramps, signing and striping for the intersection of Richmond Road/California Avenue; Downs Street/Bowman Road; Downs Street/Dolphin Avenue; Downs Street/Graaf Avenue; Downs Street/Upjohn Avenue; Downs Street/Ward Avenue; Norma Street/Bowman Road; Norma Street/Moyer Avenue; Norma Street/Reeves Avenue; Norma Street/Sydnor Avenue and Norma Street/Upjohn Avenue. The project will utilize the California Manual of Uniform Traffic Control Devices (California MUTCD), current editions, and the Caltrans Standard Plans and Specifications. Furthermore, the proposed improvements will be designed in compliance with current Americans with Disabilities Act (ADA) requirements.

The current California MUTCD has various warning and regulatory sign modifications. To ensure the City is complying with current guidelines, the manual will be used as a guideline for the installation and replacement of all types of signs. The city will be notified of any changes that are required per the California MUTCD including but not limited to standard sign size, reflectivity and usage of signs.

We understand that the proposed improvements are funded HSIP federal programs and require the services of a consultant with expertise in the management of federally-funded projects.

Scope of Work

Resident Engineering

1. Conduct a thorough review of the construction plans and specifications. Review the schedule section of the proposed project specification for conformance with Caltrans standards.
2. Prepare a list of the following, including potential recommended corrections:
 - a. Difficulties of completing any element of construction;
 - b. Conflicts between elements or the environment;
 - c. Elements of construction that could be substituted with more efficient materials and associated methods;
 - d. Elements of the construction that are not appropriately compensated by the bid schedule;
 - e. Review project quantities and bid items. Review engineer's estimate of the proposed work;



- f. Verify method for determining weather related construction delays is included in the contract.
 - g. Verify that specifications include appropriate language requiring On-the-Job Training (if applicable).
 - h. Verify that specifications require Contractor to submit monthly schedule updates with progress payment requests, and weekly submission of 2-week look-ahead schedules.
3. Verify through design support consultation that each identified item of concern is being interpreted properly.
 4. Once a set of recommended corrections is developed, verify that time constraints do not impact their implementation.
 5. Prepare a report of findings, and outline recommendations to reconcile issues discovered and generally to expedite the project.
 6. Attend prebid site meeting.
 7. Coordinate design revisions, RFI's, and other appurtenant work with Willdan's designers.
 8. Attend bid opening.
 9. Review the three lowest bids and their good faith DBE efforts.
 10. Verify the low bidder's qualifications, prepare the bid summary, prepare a recommendation of contract award, and prepare the notice of award.
 11. Assist the City with public awareness and information program to keep residents and local stakeholders advised of project status along with the impacts to traffic flow circulation, including answering questions from the public about the project.
 12. Prepare the construction file. A copy of Willdan's LAPM file checklist is provided immediately following the Scope of Work section.
 13. Ensure that the contractor distributes public construction notices and places construction and information signs.
 14. Prepare special concerns to be presented at the preconstruction conference.
 15. Conduct meeting and prepare preconstruction meeting minutes and distribute to attendees.
 16. Review contractor's safety program in consultation with City staff.
 17. Through Willdan's system of project control, monitor activities related to the project such that the project is constructed pursuant to contract documents, LAPM, and in a timely fashion.
 18. Log, track, and process submittals, RFIs, RFCs, CCOs, field directives, NOPCs, Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
 19. Closely review schedule and advise contractor to take action on schedule slippage.
 20. Document contractor's 20-day notices, mechanic's liens, and stop notices.
 21. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
 22. Prepare weekly statement of working days and submit to the contractor and the City.



23. Provide monthly progress report. A sample of Willdan's monthly report can be provided upon request.
24. Establish and conduct weekly construction progress meetings to:
 - Resolve all old business issues to the maximum extent possible
 - Address all items of new business as presented by any party
 - Review project schedule and address any deviations
 - Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs
 - List status of construction items recently undertaken or ongoing
 - List planned construction items for the next two weeks, usually known as the two-week look ahead schedule
 - Review SWPPP issues
 - Review contractor's safety program
 - Provide updated drawings list/log.

A sample of Willdan's weekly meeting minutes can be provided upon request.

25. Prepare minutes for the weekly construction progress meeting.
26. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
27. Evaluate and respond to the contractor's requests for clarification of plans and specifications.
28. Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to the contractor.
29. Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.
30. Perform quantity, time, and cost analyses required for negotiation of contract changes. At the end of the project, provide a "balancing" change order to cover all bid items over/under their original bid amounts.
31. Negotiate and prepare change orders, including memorandum of explanation and cost estimates to substantiate change order costs and provide to City for review. Review the Contractor's labor rate schedule for conformance with current prevailing wages. Utilize the Caltrans rate rental book ("Bluebook") for change order costs associated with equipment utilized on the project.
32. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
33. Maintain all data for change orders and record information with regard to the time of dispute, time of notification by the contractor, and action taken by the inspector.
34. Monitor materials documentation and testing results and enforce corrections.
35. Review for approval the contractor's progress payment requests, including verifying LAPM compliance status and impact on payment; negotiate differences over the amount with the contractor; and process payments through the City's project manager.



36. Monitor preparation of a punch list at substantial completion and follow up.
37. Routinely review construction files to ensure conformance to City standards and good construction management practice.
38. Ensure City received as-built set of drawings at completion.
39. Assist City with stop notices and release of retention. Verify lien releases have been received from contractor for all subcontractors and suppliers. Prepare and submit Notice of Completion.
40. Provide memorandum of clearance to issue the notice of completion.
41. Finalize and deliver all construction files and supplies to the City for their records.
42. Maintain a copy of all construction files and information as needed in the event of a Caltrans or FHWA pre-, mid-, or post-construction project audit, for a period of three years from Caltrans payment of the Final Invoice, or four years from the date of final payment under the contract, whichever is longer, in accordance with Chapter 19 of the LAPM.
43. On behalf of the City, attend and administer Caltrans or FHWA pre-, mid-, or post-construction project audits.

Construction Management and Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attend weekly progress meetings with the resident engineer, contractor, and subcontractors.
6. Provide full-time and as-needed construction inspection, including night inspection, of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment.
8. Provide Willdan's labor compliance manager with federally-compliant labor and equipment reports, labor classification interviews, and assist with certified payroll review. Willdan's inspector will work with our Labor Compliance Manager to monitor and verify specified DBE's.
9. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
10. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
11. Conduct daily measurements of quantities of work with the contractor.
12. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.



13. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
14. Ensure compliance of Underground Service Alert notification/delineation.
15. Evaluate the contractor's operation and production with respect to quality and progress and report to the resident engineer.
16. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
17. Closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
18. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
19. Prepare and maintain detailed daily diary inspector reports on construction progress.
20. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
21. Maintain field file bound workbooks during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
22. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.
23. Analyze delays and review claims on a timely basis and make recommendations to the construction manager.
24. Assist with the review and evaluation of change order work.
25. Provide complete measurements and calculations documented to administer progress payments.
26. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City. (City's design consultant will transfer the contractor's record drawings to original Mylar drawings.)
27. Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.
28. Schedule a final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; and recommend final acceptance.
29. Prepare documentation for final payment to the contractor.
30. Upon project completion, provide the finished set of project workbooks to the City.

Caltrans Award and Invoicing Submittals

Award Submittal

1. Send a copy of the Notice of Pre-construction Meeting to Caltrans District 9.
2. Prepare LAPM Exhibit 15-L Local Agency Contract Award Checklist.



3. Prepare LAPM Exhibit 15-M Detail Estimate and Summary, and LAPM Exhibit 15-N Finance Letter based on the low bid.
4. Prepare LAPM Exhibit 15-B Resident Engineer's Construction Contract Administration Checklist to help the local agency with the administration of the Federal-aid project.
5. Submit to Caltrans DLAE Item Nos. 2 through 4 along with the following items: the engineer's final opinion of probable construction cost, contractor's bid, bid analysis, executed contract, the as-advertised plans and specifications and LAPM Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) based on the low bid.

Progress and Final Invoicing

1. Verify that the City has submitted to Caltrans copies of LAPM Exhibit 10-O1 Local Agency Proposer DBE Commitment (Consultant Contracts), Exhibit 10-O2 Local Agency Proposer DBE Information (Consultant Contracts), and Exhibit 10-C Consultant Contract Reviewers Checklist within 15 days of consultant contract execution for construction engineering.
2. Prepare LAPM Exhibit 5-A Progress Invoice, Local Agency Invoice Review Checklist (DLA-OB 14-05 Attachment A), and the appropriate Billing Summary Support Phases (DLA-OB 14-05 Attachment B) at least once every 6 months based on the following items provided by the City: consultant invoices, contractor's contract progress reports, and copies of cancelled checks and submit to Caltrans DLAE.
3. Monitor the Caltrans Local Assistance website for City projects with inactive obligations and notify City staff.
4. Prepare request for post-award adjustments if needed and submit to DLAE for approval prior to submitting Final Invoice, including revised LAPM Exhibit 15-M Detail Estimate, LAPM Exhibit 15-N Finance Letter, and Exhibit 3-E Request for Authorization to Proceed Data Sheet based on the final construction and consultant costs.
5. Prepare LAPM Exhibit 17-A Federal Report of Expenditures Letter and the Report of Expenditures Checklist based on the Statement of Working Days.
6. Prepare LAPM Exhibit 17-C Local Agency Final Inspection Form to initiate Caltrans' job site review and verification of completion of the project.
7. Prepare LAPM Exhibit 17-G Materials Certificate for Resident Engineer's signature to show that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.
8. Prepare LAPM Exhibit 5-A Final Invoice, Local Agency Invoice Review Checklist (DLA-OB 14-05 Attachment A), the appropriate Billing Summary Support Phases (DLA-OB 14-05 Attachment B), LAPM Exhibit 15-M Final Detail Estimate and Summary, and LAPM Exhibit 17-E Change Order Summary based on the following items provided by the City: consultant final invoices, contractor's final contract progress report, release of retention or letter from Escrow, and copies of cancelled checks.
9. Submit to Caltrans DLAE Item Nos. 5 through 8 and attach the following items: LAPM Exhibit 17-F Final Report - Utilization of DBE, First Tier Subcontractors, LAPM Exhibit 17-O DBE Certification Status Change to initiate timely project closure and payment.
10. Following receipt of the final payment check from the State Controller's Office, include documents and submittals in a Federal Funding File and make a PDF formatted file on a CD for the City.



Labor Compliance Services

1. If applicable, attend pre-bid conference to present general requirements of bid preparation for the project.
2. Verify applicable wage determination 10 days prior to bid opening and document verification as required. If wage determination has changed from what appears in project specifications, provide addendum and proof of receipt by bidders.
3. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with State of California Contractors License Board and non-appearance on the Federal List of Parties Excluded (debarment list).
4. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors and prepare minutes and attendance record.
5. Verify and document jobsite posting of wage rate information and labor compliance posters.
6. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor weekly payroll documentation on a continuous basis, including certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
7. Follow up with the contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies.
8. Coordinate withholding of progress and/or retention payments with City staff if contractor fails to abide by labor compliance requirements.
9. Receive, pursue, and document labor complaints and recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
10. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
11. Coordinate project file reviews by authorized county, state, and federal agencies.
12. Submit complete federal labor compliance file to City for retention. (Note: federal labor compliance files are to be retained for a period of not less than three years.)

Geotechnical and Materials Testing

1. Review project plans and specifications. Willdan's geotechnical staff will provide quality assurance testing and monitoring of the contractor's material testing consultant.
2. Attend preconstruction meeting, if needed.
3. Provide qualified Caltrans-certified soils technician to provide quality assurance monitoring of the contractor's operations including signal foundations and sidewalk subgrade preparations to perform as-needed field density tests and/or probing of subgrade to document the quality of compaction for compliance with project specifications.
4. Report/provide update of ongoing tests, including compression testing of concrete cylinders (i.e., 7-day and off-schedule breaks)
5. Report laboratory test results, including 28-day break results for concrete cylinders.



6. Prepare and submit daily field testing and observation reports indicating information pertinent to the observations performed and their compliance or non-compliance with project documents and applicable codes. These will be provided to the City.
7. Provide technician coordination, dispatch, material engineering review, test reporting, quality assurance/control, and administrative support services
8. Prepare a final project certification document, if requested, upon project completion. This document will be prepared under the supervision of and signed by a California registered geotechnical engineer and will include daily reports summarizing construction activities, conclusions, and results of all tests and inspection. All non-conforming materials and steps taken to bring them into conformance will be

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

SUBJECT:

A Resolution To Approve The Professional Service Agreement With The Firm Willdan Engineering To Provide Environmental Assessment, Surveying, and Design Engineering, For Tax Allocation Bond (TAB) Street Improvement Projects For A Fee of Thirty-Nine Thousand One Hundred Dollars (\$39,100.00) And Authorize The City Manager, Dennis Speer, To Sign The Professional Services Agreement

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest requires the services of an engineering consulting firm to provide environmental assessment, surveying, and design engineering for Street Improvement Projects funded by Tax Allocation Bond Funds. They are as follows: Sierra View Street from Mahan Street to Ranger Street; Caridgan Avenue from Chesapeake Street to Silver Ridge Street; Chesapeake Street from Bowman Road to Rader Avenue; Vicki Avenue from Downs Street to Randall Street; Sanders Street from Boston Avenue to Upjohn Avenue; Vicki Avenue from Carolyn Street to Downs Street; Silver Ridge Street from Upjohn Avenue to the Cul-de-Sac; Sierra View Street from Sydnor Avenue to Ward Avenue; Lakeland Street from Bowman Road to Cardigan Avenue; Alice Avenue from Peg Street to the Cul-de-Sac; Wayne Street from Ward Avenue to Graaf Avenue; and Sierra View Street from Ward Avenue to Inyokern Road. The specific project includes road rehabilitation and resurfacing. The proposed services are on a time and materials basis not to exceed.

The fees for the preliminary engineering on these projects are Thirty-Nine Thousand One Hundred Dollars (\$39,100.00) and will be expended from Tax Allocation Bond Funds when the project numbers are set up in the Capital Improvement Accounts.

Staff recommends that the City Council approves the agreement and authorizes the City Manager, Dennis Speer, to execute the agreement with the engineering firm Willdan Engineering.

FISCAL IMPACT: \$39,100.00

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution To Approve The Professional Service Agreement With The Firm Willdan Engineering To Provide Environmental Assessment, Surveying, and Design Engineering, For Tax Allocation Bond (TAB) Street Improvement Projects For A Fee of Thirty-Nine Thousand One Hundred Dollars (\$39,100.00) And Authorize The City Manager, Dennis Speer, To Sign The Professional Services Agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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RESOLUTION NO. 16-XX

A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH THE FIRM WILLDAN ENGINEERING TO PROVIDE ENVIRONMENTAL ASSESSMENT, SURVEYING, AND DESIGN ENGINEERING, FOR TAX ALLOCATION BOND (TAB) STREET IMPROVEMENT PROJECTS FOR A FEE OF THIRTY-NINE THOUSAND ONE HUNDRED DOLLARS (\$39,100.00) AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE PROFESSIONAL SERVICES AGREEMENT

WHEREAS, The City of Ridgecrest requires the services of an engineering consulting firm to provide environmental assessment, surveying, and design engineering, for Street Improvement Projects; and

WHEREAS, the street improvements are on Sierra View Street from Mahan Street to Ranger Street; Caridgan Avenue from Chesapeake Street to Silver Ridge Street; Chesapeake Street from Bowman Road to Rader Avenue; Vicki Avenue from Downs Street to Randall Street; Sanders Street from Boston Avenue to Upjohn Avenue; Vicki Avenue from Carolyn Street to Downs Street; Silver Ridge Street from Upjohn Avenue to the Cul-de-Sac; Sierra View Street from Sydnor Avenue to Ward Avenue; Lakeland Street from Bowman Road to Cardigan Avenue; Alice Avenue from Peg Street to the Cul-de-Sac; Wayne Street from Ward Avenue to Graaf Avenue; and Sierra View Street from Ward Avenue to Inyokern Road; and

WHEREAS, the twelve Street Improvement Projects are being funded by Tax Allocation Bond Funds; and

WHEREAS, specific project includes road rehabilitation and resurfacing; and

WHEREAS, the proposed services are on a time and materials basis not to exceed; and

WHEREAS, the fees for the projects are Thirty-Nine Thousand One Hundred Dollars (\$39,100.00) and will be expended from Tax Allocation Funds when the project numbers are set up in the Capital Improvement Accounts.

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

1. Authorizes the Approval of a Professional Service Agreement with the Consulting Firm of Willdan Engineering; and
2. Authorizes the Finance Director to amend the budget to reflect all appropriate expenditures, revenue and transfer accounts; and
3. Authorizes the City Manager, Dennis Speer, to execute the professional service agreement

APPROVED AND ADOPTED this 3rd day of February 2016 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Peggy Breeden, Mayor

Rachel J. Ford, CMC
City Clerk



Street Improvement Design – Fiscal Year 2016

CONSULTANT AGREEMENT

As of _____, 20____, the City of Ridgecrest, hereinafter "City," and **Willdan Engineering**, hereinafter "Consultant," agree as follows:

1. Purpose.

(a) To evaluate all aspects of the project to discuss pavement rehabilitation, design criteria, utility coordination, traffic control, ADA compliance issues, environmental clearance, plan preparation and specifications, cost estimates, analysis of bid review.

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

2. Services.

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

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

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

3. Consideration.

(a) Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid Consultant under this Agreement exceed the sum of **Thirty Nine Thousand One Hundred Dollars (\$39,100.00)**.

(b) The Consultant shall complete and submit an invoice showing project name, date of work, purchase order number, invoice number, original contract amount, current invoice amount, total billed to date, remaining contract balance, percentage of work completed, description of task(s), personnel assigned to task, job title of personnel and supporting documentation. Additionally, the Consultant shall submit a project schedule in Microsoft project with a narrative of tasks performed and tasks planned for the next payment period. The City shall pay the Consultant within thirty (30) days of invoice being submitted. The invoice shall be made in writing and delivered to the City as follows:

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



Street Improvement Design – Fiscal Year 2016

CONSULTANT AGREEMENT

4. Term.

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

5. Ownership of Data, Reports, and Documents.

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

6. Subcontracts.

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

7. Independent Contractor.

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

8. Indemnification.

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

9. Insurance.

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



Street Improvement Design – Fiscal Year 2016

CONSULTANT AGREEMENT

Consultant, officers, agents, employees, or volunteers.

(b) The Consultant shall provide the following coverages:

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

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

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

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

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

(1) Commercial general liability and automobile liability:

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

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

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

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

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



Street Improvement Design – Fiscal Year 2016

CONSULTANT AGREEMENT

(vi) Prior to start of work under this Agreement, the Consultant shall file with the City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 2009 required above shall be attached to the Certificate of Insurance at the time it is filed with the City. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the City has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The City reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the City as to sufficiency of coverage.

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

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

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

10. Records Retention

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.



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11. Safety

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

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

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

12. National Labor Relations Board Certification

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

13. Statement of Compliance

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

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



Street Improvement Design – Fiscal Year 2016

CONSULTANT AGREEMENT

subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

14. Debarment and Suspension Certification

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

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

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

15. State Prevailing Wage Rates

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

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

16. Miscellaneous.

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

(b) For a period of three years following receipt of final payment, Consultant will retain and make readily available to representatives of the EDA and the comptroller General of the United States monthly progress reports, invoices, and sponsor payments



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for the purposes of determining the grant funds available to the City were used to defray grant costs.

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

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

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

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

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

David L Hunt
Sr. Vice President
Willdan Engineering
374 Poli Street, Suite 101
Ventura, CA 93001-2605

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

17. Integration.

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

18. Governing Law.

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



Street Improvement Design – Fiscal Year 2016

CONSULTANT AGREEMENT

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

APPROVED:
City of Ridgecrest

APPROVED:

By: _____
Dennis Speer, City Manager

By: _____
David Hunt, Senior Vice President

APPROVED AS TO FORM
City Attorney

By _____
Attorney

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

SUBJECT: A Declaration Of Equipment As Surplus According to Administrative Service Policy AS 05-03 And By Resolution Number 05-55 Authorizing Disposal Of Equipment In The Engineering Division

PRESENTED BY:
Dennis Speer, Director of Public Works

SUMMARY:
In August of 2005, the City's independent auditors recommended that the City of Ridgecrest formally recognize and adopt an Infrastructure, Capital, and Fixed Asset Account Policy. In this Policy, there is a section on Depreciation of equipment and the useful life expectancy in years ("Exhibit A").

Assets to be disposed must be approved by the Department Head and City Manager.

Assets funded through grants/contracts may have restrictions on how they can be disposed of. Staff has researched the items listed below and found them not to have any restrictions.

The identified items requesting to be disposed of are listed below:

- Magnavox TV
- RCA VCR/VHS
- Epson Stylus Color 1160 Printer (COR 3461)
- Xerox 3001 and Stand (COR FN01017)
- HP Printer (COR FN01690)
- HP Scanner (COR FN01678)
- Battery Tripp Lite
- HP Design Jet 750C Plus
- VHS Camera
- Computer Monitor (COR 3403)
- HP Scan Jet 5200C (COR 3519)
- White's Metal Detector

Attached is "Exhibit B" describing each item. The Exhibit answers the following questions: if the item is operational; can the department support the equipment for parts or maintenance; the age of the item; and why we are disposing of it.

Staff is requesting authorization to negotiate terms for proper disposal.

FISCAL IMPACT: None
Reviewed by Finance Director

ACTION REQUESTED:
1. Declare Listed City Property As Surplus
2. Authorize Disposal of the Surplus items
3. Approve The Resolution As Presented

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:
Action as requested:

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RESOLUTION NO. 16-xx

A DECLARATION OF EQUIPMENT AS SURPLUS ACCORDING TO ADMINISTRATIVE SERVICE POLICY AS 05-03 AND BY RESOLUTION NUMBER 05-55 AUTHORIZING DISPOSAL OF EQUIPMENT IN THE ENGINEERING DIVISION

WHEREAS, In August of 2005, the City's independent auditors recommended that the City of Ridgecrest formally recognize and adopt an Infrastructure, Capital, and Fixed Asset Account Policy; and

WHEREAS, In this Policy, there is a section on Depreciation of equipment and the useful life expectancy in years ("Exhibit A"); and

WHEREAS, Assets to be disposed must be approved by the Department Head and City Manager; and

WHEREAS, Assets funded through grants/contracts may have restrictions on how they can be disposed of; and

WHEREAS, Staff has researched the items listed below and found them not to have any restrictions.

NOW THEREFORE BE IT RESOLVED, That The City Council Of The City Of Ridgecrest Does Hereby Declare As Follows:

Section 1. The following equipment is declared as surplus:

- Magnavox TV
- RCA VCR/VHS
- Epson Stylus Color 1160 Printer (COR 3461)
- Xerox 3001 and Stand (COR FN01017)
- HP Printer (COR FN01690)
- HP Scanner (COR FN01678)
- Battery Tripp Lite
- HP Design Jet 750C Plus
- VHS Camera
- Computer Monitor (COR 3403)
- HP Scan Jet 5200C (COR 3519)
- White's Metal Detector

Section 2. Staff is authorized to negotiate terms for the disposal of items listed above.

APPROVED AND ADOPTED this 3rd day of February, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Peggy Breeden, Mayor

Rachel J. Ford, CMC, City Clerk

8. Computer Software – computer software costs, whether externally purchased or developed in house, are considered capital assets if the cost meets the capitalization threshold of \$5000. Capitalization costs include external direct costs of materials and services in developing or obtaining the software, payroll related costs devoted directly to the project incurred during the development, coding, installation, and testing. Costs incurred during the planning stage of a project should not be capitalized.

DEPRECIATION POLICY:

All assets capitalized with the EXCEPTION of land and construction in progress will be categorized and depreciated or amortized over their estimated useful lives as described below using the straight line method of depreciation.

ASSET CATEGORY	USEFUL LIFE (in years)
Audio Visual Equipment	5
Building Improvements	15
Buildings	50
Buildings & Grounds	20
Communication Equipment	5
Computer Equipment	5
Computer Software	5
Furniture	7
General Equipment	5
Land Improvements	20
Leasehold Improvements	15 or the remaining term of the lease whichever is shorter
Network Equipment	5
Office Equipment	5
Scientific/Lab Equipment	7
Vehicles	5
Vehicles – Heavy Duty	7
Vehicles – Construction	10
Pavement	30
Sidewalk	100
Curb & Gutter	100
Traffic Signals	25
Street Lights	100
Sewer Pipes	50
Manholes	30
Facilities	25

Depreciation begins when an asset is purchased, completed or accepted. Regardless of what day in the month the asset is placed into service, the

"EXHIBIT B"

ENGINEERING DEPARTMENT SURPLUS LIST

Operational? Supported for parts or maintenance? Age? Why disposed?

- **Magnavox TV**
-Operational, Not Supported, 10+ years, Do not use it
- **RCA VCR/VHS**
-Operational, Not Supported, 10+ years, Do not use it
- **Epson Stylus Color 1160 Printer (COR 3461)**
-Non-Operational, Not Supported, 10+, Broke
- **Xerox 3001 and Stand (COR FN01017)**
-Non-Operational, Not Supported, 20+, Broke
- **HP Printer (COR FN01690)**
-Non-Operational, Not Supported, 10+, Broke
- **HP Scanner (COR FN01678)**
-Non-Operational, Not Supported, 10+, Broke
- **Battery Tripp Lite**
-Non-Operational, Not Supported, 10+, Broke and unusable
- **HP Design Jet 750C Plus**
-Non-Operational, Not Supported, 20+, Broke
- **VHS Camera**
-Operational, Not Supported, 20+, Outdated
- **Computer Monitor (COR 3403)**
-Operational, Not Supported, 10+, Outdated
- **HP Scan Jet 5200C (COR 3519)**
-Non-Operational, Not Supported, 10+, Outdated
- **White's Metal Detector**
-Operational, Not Supported, 20+, Outdated and not used
- **Brother MFC-8220 Fax/Copy Machine**

-Non-Operational, Not Supported, 10+, Broke

- **Rival Heater**

-Non-Operational, Not Supported, 20+, Broke

- **HP Designjet T1100ps (COR FN01680)**

-Operational, Supported, 10+, Updated with new equipment

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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 January 20, 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 January 20, 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**

**January 20, 2016
5:30 p.m.**

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

CALL TO ORDER – 5:30 p.m.

ROLL CALL

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

Council Absent: Council Member Sanders

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

APPROVAL OF AGENDA

- Substituted an amended Cash Balance document to the ROPS 2016-17 due to clerical error

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

PUBLIC COMMENT (Closed Session)

- None Presented

Council Member Sanders arrived for Closed Session

CLOSED SESSION

- i. GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – City Of Ridgecrest v. Matasantos
- ii. GC54956.8 Local Agency Real Property Negotiations – Negotiation For Sale – Ridgecrest Business Park Lot Nos. 29, 30, 31, and 32
- iii. GC54956.9 (d) (4) Conference With Legal Counsel – Existing Litigation – Cameron Rainwater v. City Of Ridgecrest
- iv. GC54957 Personnel Matters – Public Employee Performance Evaluation – City Manager

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance – Dillon Groves
- Invocation – Pastor Chad

CITY ATTORNEY REPORT

- Closed Session
 - Conference With Legal Counsel – Existing Litigation – City Of Ridgecrest v. Matasantos – report received, case continues.
 - Local Agency Real Property Negotiations – Negotiation For Sale – Ridgecrest Business Park Lot Nos. 29, 30, 31, and 32 – report received, not brought to conclusion.
 - Conference With Legal Counsel – Existing Litigation – Cameron Rainwater v. City Of Ridgecrest – lawsuit dismissed – no city paid damages.
 - Personnel Matters – Public Employee Performance Evaluation – City Manager – information presented and council considered information and continued to future closed session.
- Other
 - none

PRESENTATIONS

1. Presentation Of Retirement Proclamation To Police Sergeant Mike Myers
Strand
- Mayor, Council, and Chief Ron Strand presented a retirement proclamation plaque to Sergeant Mike Myers
2. Presentation Of Retirement Recognition For Police Canine Officer Laky
Strand

- Mayor, Council, and Chief Ron Strand presented a retirement recognition to Canine Officer Laky
- 3. Presentation By Parks And Recreation On The New Concession Stand At The Kerr McGee Youth Sports Complex Patin**
- Jason Patin presented a PowerPoint presentation regarding the design and construction of the new Concession Stand at Kerr McGee Youth Sports Complex.

PUBLIC COMMENT (*Regular Session*)

Dave Matthews

- Can definitely say the word among law abiding citizens is we will miss Sgt. Myers.
- Eagles will never be the same with passing of founder Glenn Fry. My favorite song is titled “The Last Resort” and I recommend finding a copy and listening to it because it is what democracy is about.

Benny Ford

- Asked for timeline of construction completion at Norma and Drummond.
- Commented on public being unhappy with Mediacom and noted fiber optic line with Digital 395. Suggested combining road repair with laying of new lines and creating a public utility. Exemplified other city plans. Commented on people willing to pay for conduit to be run to their homes and businesses. Suggested this could improve marketability of the community.
 - Peggy Breeden – commented on meeting of Broadband committee that will report to Council on February 17.
- Suggested pursuing federal and local funding.

Steve Morgan

- Ridgecrest Lions Club events, Seminar January 25 in Kerr McGee Center on Tips for Fighting Fraud in 2016. Designed to help citizens and businesses prevent fraud. Begins at 6:30 p.m. Second item is February 16 in Council Chambers, *District Lions Student Speaker Competition* with speakers presenting on Community Service and what it means to them. Seeking 5 judges to participate and encouraged public to attend.

Speaker

- Provided update on Military Banner program. Challenging to update contact information. Identified vendor to produce the banners and banner saver hardware. Working on a soft opening and hoping to take applications in the spring and post banners 3 times per year. Thanked businesses for donations. Questioned if a business owner who provides a donation can put their logo on the banner.

- Peggy Breeden – need direction from staff and legal counsel.
- Recognized Jerry Taylor. Is amazing that one individual was able to accomplish this. Looking for volunteers to help Terry. Thanked Council for their support.

Tom Wiknich

- Commented on notice from SCE about closing down the local office. PUC has to approve the closures and the closures will be from Mammoth to Barstow. Have a problem with this closure; have seen SCE staff deal with a lot of problems rather than citizens having to go thru a 1-800 number. Encouraged citizens and Council to submit letters during the 60 day comment period encouraging SCE keep at least one office open

Sophia Merck

- Thanked Sgt. Myers. He was wonderful and enjoyed seeing him with people.
- Concur with SCE concern and need to look at this. There are many times people have problems with SCE. If power is out you can't go on the internet or call in. important the City take a stand on this and perhaps hold a public meeting for PUC

Dave Matthews

- Added comments regarding the SCE closure. Personally pays bill in the office rather than mail it in. The office is well utilized because there are a lot of people who don't have computers or online and don't have the money to pay the bill so they make arrangements in the office to make payments. Important this office stays open.

COUNCIL ANNOUNCEMENTS

Eddie Thomas

- On February 26, from 5-9 the teens will be have bonding night. Location to be announced.

Peggy Breeden

- Former Governor Pete Wilson on January 25 will be at the Marriot to meet with the China Lake Defense Alliance and public is welcome. Cost is \$20. Reservations can be made at the Chamber of Commerce
- East kern air pollution control district meeting announced grants. MVERP to get gas guzzlers off the road. Car replacement and infrastructure grants to pave dirt roads. In past there has been significant funding available. Now public is being asked to be involved and application period is now thru February 26. Information available on website. No matching funds required.

CONSENT CALENDAR

4. Adopt A Resolution Authorizing The City Manager To Sign The Notice Of Completion On The Cycle 5 Highway Safety Improvement Program (HSIP) Signing And Striping Of 12 Intersections, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention In The Amount Of Twelve Thousand Eight Hundred And Fifty Dollars (\$12,850.00) Thirty-Five Days After Recordation Of The Notice Of Completion Speer
5. Adopt A Resolution To Approve The Professional Service Agreement With The Firm Of Willdan Engineering In The Amount Of Twenty-Five Thousand Dollars (\$25,000) To Provide An Update To The Pavement Management Study (PMS) And Authorize The City Manager Dennis Speer, To Execute The Professional Service Agreement Speer
6. Adopt A Resolution Of The City Council Of The City Of Ridgecrest Setting The Public Hearing For Unmet Transit Needs Findings Speer
7. Adopt A Resolution Authorizing The City Manager To Sign The Notice Of Completion On The Project Fiscal Year 15-16 Pavement Rehabilitation Project, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention In The Amount Of Forty-Two Thousand Six Hundred Eighty-Five And Thirty Cents (\$42,685.30) Thirty-Five Days After Recordation Of The Notice Of Completion Speer
8. Adopt A Resolution Approving Contract Change Order Number One For The Amount Of Two Thousand Eight Hundred Forty-Six Dollars And Twenty Five Cents (\$2,846.25) With The Contractor, JTS Construction, For The Kerr McGee Restroom Concession Project And Authorize The City Manager, Dennis Speer To Sign Change Order Number One Patin
9. Adopt A Resolution Of The City Of Ridgecrest Successor Redevelopment Agency Approving The Recognized Obligation Payment Schedule (ROPS) 2016-17 Parsons
10. Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Minutes For Meeting Dated December 16, 2015 Ford

Items Removed From Consent Calendar for Discussion

- None

Motion To Approve Consent Calendar Made By Council Member Mower, Second By Council Member Thomas Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

DISCUSSION AND OTHER ACTION ITEMS

11. Presentation And Discussion Of The Monthly Financial Report

Staheli

Tyrell Staheli

- Presented staff report

Peggy Breeden

- Requested a rolling 12 month review to identify which months are good and which are bad based on revenue received rather than just one month.

Dennis Speer

- Provided examples of budgeting concerns and expenditures that only come once per year.

Public Comment

Stan Rajtora

- Question regarding general fund, last year revenue was slightly over \$14M and expenditures were under \$14M. If looking at this year it appears revenue is \$13.8M and spending \$14.7M. Looks like we are spending more than revenue. Requested clarification.
 - Tyrell Staheli – each year there are encumbrances that roll over and are spent in the next budget year but these are not re-budgeted. Previously allocated.
- Clarified we are not going to spend more than we bring in.
- Wastewater expended 12% of what was budgeted. What aren't we doing?
 - Dennis Speer – one item is repair, replacement, and rehab of sewer line so moving forward. If these projects go under contract we will spend these funds.
 - Loren Culp – anticipate award of the project contracts so funds will be expended.
- Commented on the \$7.2M wastewater budget. Commented on \$1.3M additional funds in the budget than what was actually authorized. Asked for clarification.
 - Tyrell Staheli – encumbered expenditures which rolled from the previous budget. Several contract commitments which have carried forward.

12. Appointment To Measure 'L' Citizens Advisory Committee

Breeden

Peggy Breeden

- Presented staff report

Lori Acton

- Nominated Steve Morgan to Measure 'L' Committee who has had success in previous boards

Motion To Approve Steve Morgan As Measure 'L' Committee Member Made By Council Member Acton, Second By Council Member Sanders. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

13. Council Committee Appointments

Breeden

Mayor Breeden

- Presented staff report
- Everybody wanted to stay on current committees.
- I need to make a change on Kern COG letter to be sent to Kern COG noting Council Member Mower as appointee and Jim Sanders as alternate

Motion To Appoint Council Member Mower As The Appointee For Kern COG And Jim Sanders As The Alternate Made By Mayor Breeden, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

14. Review and Discussion Of The Proposed Draft Joint Powers Authority Agreement For The Indian Wells Valley Groundwater Sustainability Agency

Breeden

Wayne Lemieux

- Reviewed legal requirements pertaining to Groundwater Sustainability Agency.
- Identified options for Joint Powers Authority.
- Kern County has taken lead in trying to adopt a Joint Powers Authority with local agencies.
- Meadowbrook Dairy Mutual Water Company and Pistachio Mutual Water Company have come forward with request that Mutual Water Companies be included in the GSA.
- Explained CIGMA recognition of Mutual Water Companies as being parties to the Joint Powers Authority but with limited powers.
- Kern County has taken position that the IWV GSA should be limited to public agencies.
- Referenced the formation process for the GSA and the amount of preliminary work involved.
- Commented on two adjudication trials which he participated in previously.
- Advisory committees could include mutual water companies, experts in geology and hearings will be held on how to manage the water basin. If it is over drafted then everybody that uses the basin will have to cut back in some way.

- GSA will have to determine how to equitably ration the water if there is a need to cut back.
- Commented on Kern County stance of not allowing Mutual Water Companies to participate, one mutual water company believes they have a right to participate by law.
- Tonight's question is whether Council will support participation of mutual water companies on the joint powers authority.
- This is not a one sided decision. Kern County has taken the lead, if we fail to form a joint powers authority then the county would control the basin.
- Recommend forming the JPA without mutual water companies with the understanding the mutual water companies will participate on advisory committees. There are 5 other public agencies that have a say in this, we are not the only agency making this decision.
- BLM and the Navy would like to participate as non-voting members.
- If this is approved tonight, the JPA has to be fleshed-out and brought back to all the other agencies for approval. Do not believe the agreement could be ready before June or July. Has to be hearings, notices to the State. July 1 would be an ambitious date to form the authority.

Peggy Breeden

- Recommendation is to form the JPA with public agencies, total of 6, and other mutual water companies are welcome to participate on other committees.

Public Comment

Brent McManible

- Represents Meadowbrook Dairy and Meadowbrook Mutual Water Company
- Asked for clarification of action being taken tonight.
- Believe this is the beginning of the process and would like to have a voice in the process.
- Meadowbrook Dairy and Mutual Water Company is in the Indian Wells Valley and owns many acres to grow alfalfa. Been in existence many years. Worked with Kern County on the IWV Land Use plan. Participate in the Indian Wells Valley Management Group and can lend their knowledge and support. Are supportive of the GSA and want to be part of the process.
- January 1 amendment allows mutual water companies to participate in the CIGMA process and on GSA's
- SB13 requires mutual water companies to participate and be included in the GSA if they want to be. Meadowbrook wants to be an active board member of the GSA.
- Read excerpt from a letter.
- Asking all local public agencies to include Meadowbrook on the GSA
- GC6525 is part of the joint powers act and declares mutual water companies are part of the GSA.
- CIGMA, SB13, and GC6525 give right to participate as a voting member of GSA.

Brent McManible *(continued)*

- Other agencies are forming JPA, including Sacramento valley JPA which has been successful.
- Requesting Council include mutual water companies as a voting board member on the JPA

Jim Sanders

- Asked Legal Counsel for definition of Mutual Water Company
 - Wayne Lemieux – sell water only to their shareholders.

Tom Wiknich

- Questioned the action being taken tonight and if the draft agreement is being reviewed.
 - Wayne Lemieux – the draft will be changed several times before finalized. At this time Council is voting whether to participate in Joint Powers Authority with Mutual Water Companies or without Mutual Water Companies. There are many parts that are not in the agreement and need to be included; it is not ready for vote tonight. County has put out a proposal that does not include mutual water companies. Do not see any inclination for them to change their mind so if we insist on allowing mutual water companies then very likely we could be invited to not participate in the GSA.
- Staff report does not reflect the discussion.
- Will withhold comments until this item returns for discussion of the final agreement documents.

Brent McManible

- Attended the board of supervisors meeting and no action was taken because the form attached was not the one they wanted. They will be returning to the discussion with the right document to vote.

Dave Matthews

- Questioned who put the Joint Powers Authority document together and do all the potential agency members have a copy of this document.
- Even though we will see this again we should probably start thinking about it now.
- The intent is to for a groundwater sustainability agency so why do we have a joint powers authority.
- Could not find exhibit A
 - Wayne Lemieux – this is an intermittent process. Each agency throws out their comments and along the way things shake out like the mutual water company.
- Commented on reference to Naval Weapons Station China Lake
- Concerned about the cost of operation being shared by all members and believe the state should be paying for this since they are the ones who are requiring this.

Mrs. Mead

- Agree with Meadowbrook attorney in that the board of supervisors did not take a vote regarding allowing mutual water companies. The water district did vote in favor 5-0 of allowing mutual water company as a part of the GSA
 - Peggy Breeden – Don Zdeba sent a letter. They will make a decision at their next meeting. They wanted it to be all inclusive but have not made the final vote.
- Disagrees with Mr. Zdeba. Suggest following the lead of the water district.
 - Peggy Breeden – there is a difference between participating and being a voting member. They did not vote on this and will be voting at their Friday meeting.
 - Wayne Lemieux – any corporation that forms a mutual water company can have equal vote if they can force their way onto the board. The 6 agencies identified serve a lot of people. They serve water and have land use powers.
- There are only 3 requesting to be board members and they are all large water users.
 - Wayne Lemieux – any corporation can make themselves a water company and if mutual water companies are allowed then these can join the board. This basin is going to be managed the same as land use according to planning and zoning laws. Not talking about anything more specific than whether the city will be participating. State says we have to manage the basin and joint powers authority is a way to manage the basin.
- Commented on the eligible agencies.
 - Wayne Lemieux – counties can form a JPA if the local agencies don't get on board.

Sophia Merck

- Commented on impression of JPA as the vehicle to use for GSA.
- Requested the agenda reflect what is actually being done and in words the public can understand
- Supports the GSA

Stan Rajtora

- First time I have heard comment about Mutual Water Companies having limited authority in the GSA. Asked for description of the limits.
 - Wayne Lemieux – reviewed the seven laws which were passed. Will look for this information while you continue your comments
- Is important for Mutual Water Companies to be a major part of the solution.
 - Wayne Lemieux – question is the voting authority, they could veto the management plan established by the local agencies.
- If they are going to be a major factor in using the water then should have a voice in how it is done.

Stan Rajtora *(continued)*

- Commented on the design being inclusive. Trying to keep a large water user out of the GSA is backwards from what was intended. Only takes one person to go to court and adjudication is the last thing the valley needs. We may not win. Important to understand what was said with regard to limiting the mutual's authority. If GSA authority is limited for including mutual's then willing to change my mind. We have already stated we want to be a member of the GSA but is too early to exclude anyone.
 - Wayne Lemieux – some of the mutual water companies take the position that they have a right to be on the GSA and that their water use takes priority over other users. This is what causes litigation.
- Anything we can do to avoid adjudication should be looked at seriously. Adjudication is not nice, everybody gets hurt. Need to think this thru before going along with the County.
 - Wayne Lemieux – there won't be adjudication. CIGMA has set it up that way. Whatever you don't get from GSA you won't get in court.
- Need to sit back and think seriously about the consequences of excluding someone because it could backfire on us.
- Would be interested in seeing specifically what powers are retained if Mutual's are allowed on the board.
 - Wayne Lemieux – private parties are not allowed to make policing. Must be entities with governmental powers.
- Need to think seriously before we exclude a major player.
 - Wayne Lemieux – there are ways to be inclusive without being on the board of directors. Question is some farmers are saying they are number one and they get to decide. This is not going to make it.
- My concern is that the city and water district does alright. Don't want to let one person in Bakersfield dictate what we are going to do.

Mrs. Mead

- Questioned Mr. Lemieux about the Navy sitting on the board as a non-voting member which seems to be OK with agencies. Why can't the mutual's sit on the board a non-voting? Could they and would that diminish the JPA powers.
 - Wayne Lemieux – the Navy is a public agency.
- If the Navy sits at the table and provides expertise, then why wouldn't the three mutual's sit at the table with their expertise.
 - Wayne Lemieux – will look into this.
- Suggested this as an offer that could be made to the Mutual's
 - Lori Acton - There are currently three Mutual's but to allow them as a voting member opens the potential of 100's of mutual who could then tip the balance for voting. Voting members are elected positions so the public could change the makeup with how they vote and this cannot be done for Mutual's. this is an important factor when land is involved also.

Peggy Breeden

- Commented on mutual water companies concerns for themselves.
- Everyone in the valley must work together
- I want everyone to participate but do not want everyone to vote. Exampled Searles Valley Minerals voting for their stockholders.
- Meadowbrook farms and pistachio farms are great entities.
- We all vote in our self-interest. The navy and BLM have indicated they want to sit on the board as advisory but non-voting. Think this is a good thing.
- We are asking tonight whether an idea of voting, we are not locked into it.
- This does not mean everyone else is not important.

Tim Fox

- Legal counsel for the Navy has determined that the Navy cannot vote on public policy.

Mike Mower

- Questioned whether we have the right document.
- Do not need to vote on this tonight, County will vote on theirs
- Do not want the County alone to control the water. Suggested waiting to next meeting to make sure what the County and water district is going to do.
- Need to word the agenda differently and propose we vote at the next meeting.
- Feel the voting members should be elected officials.

Wayne Lemieux

- Putting this off is not a big deal. Two more weeks will give us time to draft more in-depth reports. Will make it work.
- By not taking action does not mean you have rejected County's proposal and I will inform the County of this.

Peggy Breeden

- Need to come to a point where someone is representing the City.

Jim Sanders

- Came prepared to discuss the points of the agreement.
- One thing firm in my mind is this forms a government entity. The principal of government is we are governed by ourselves and to have company as a voting member abandons that concept. An elected official can be removed by a vote of the people but a company representative can't. Having their participation if valuable and love the idea of having them as a non-voting member.
- Question on the agreement is 'special activities' which is loosely defined.
 - Wayne Lemieux – when we get to the agreement we will try to give a staff report that explains most of what is in the agreement.

Item No. 14 *(continued)*

Motion To Postpone Item To Next Regular Meeting Made By Council Member Mike Mower, Seconded By Eddie Thomas. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sander, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.

15. Approve A Letter Of Support For Alternative No. 3 Of The West Mohave Plan (WEMO) Route Network Project and Plan Amendment Mower

Mike Mower

- Presented staff report
- Comment Period has been extended to January 25.

Lori Acton

- Presented a PowerPoint presentation regarding WEMO comment period. Have submitted comments on behalf of myself in favor of alternative 3
- Provided background on route designation and lawsuit.

Steve Morgan

- Reviewed the current trails versus the proposed trails
- Referenced number of years involved and participation in multiple meetings.
- Reason court required BLM review the plan is due to comments received from other cities and agencies.
- We have hope this will be approved with increased mileage of traversable trails.
- There are fewer motorcycle designated but there are more areas accessible for OHV. There are more non-motorized trails available.
- Emphasized the alternative 3 summary.
- Route network was based from 1980 to present and ignored all routes prior to that time. This alternative eliminates that. This is a step in the right direction to get the recognition of routes.
- The major complaint we have that should be expressed is 'there has to be a no net loss statement in the document'. There was no designation that this is the plan and we have to go back to everybody if we want to make changes.
- If a group says the 3-toed sloth has habitat in an area, they can take it away without proving the claim.
- The no net loss statement, where if modifications are going to be made, they have to speak to us and justify to us the "best available" science.
- We walked the city's open and undeveloped lots in town. They wanted to do this within the city borders. The only thing we could get them to state is 'that looks like habitat', 'it could be habitat'. This is a very dangerous game.
- Feel alternative 3 is the best alternative for the city.
- Ask there be a no net loss provision be in the letter as part of our economic development for this city.

Lori Acton

- When trucks come in and race, each truck spends about \$5000 locally so this is a huge revenue generator for the economy.

Steve Morgan

- Thanked Council Member Mower for understanding how important this is and getting it on the agenda tonight.

Public Comment

Sophia Merck

- A large part of the population uses the desert. When you have alternative routes, it helps. Sometimes when it rains and a road washes out then people have to use one of these alternative routes.
- Agrees with the no net loss statement
- Thanked council for putting this on the agenda.

Dave Matthews

- Thanked Lori, Mike and Steve for putting this on.
- Mr. Morgan and I started with the WEMO process in the late 1990's
- After 20 years you get weary and agree the no net loss statement needs to be in the letter.

Minute Motion To Approve A Letter Of Support For Alternative No. 3 Of The West Mohave Plan (WEMO) Route Network Project And Plan Amendment With A 'No Net Loss' Statement Included 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.

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
Meetings: 4th Wednesday each month at 5:00 p.m. as needed
Location: Council Conference Room B

Mike Mower

- Meeting cancelled

Infrastructure Committee

Members: Jim Sanders; Mike Mower
Meetings: 3rd Thursday each month at 5:00 p.m. as needed
Location: Council Conference Room B

Mike Mower

- Peggy will attend

❖ **Ad Hoc Water Conservation Committee**

Members: Jim Sanders; Peggy Breeden
Meetings: 3rd Monday each month at 5:00 p.m. as needed
Location: Conference Room B

Jim Sanders

- Moving meeting to February 1 at 5:00 p.m.

Parks, Recreation, and Quality of Life Committee

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

Lori Acton

- No report will meet soon

❖ **Ad Hoc Youth Advisory Council**

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

Eddie Thomas

- Met January and did gardening and cleaning of debris and made a rock path around the city.

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

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

Eddie Thomas

- 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

Lori Acton

- Read director's report (*Attachment A*)

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Kern Council Of Governments

Member: Peggy Breeden
Meetings: 3rd Thursday Of The Month

Peggy Breeden

- Meeting tomorrow, Mike will attend

League of California Cities - Desert Mountain Division

Member: Peggy Breeden, Eddie Thomas
Meetings: Feb. 19th, April 15, June 17, Aug. 12, Oct. 5 - 7, Nov. 18th

Peggy Breeden

- Cannot attend, need volunteer to attend in Adelanto on the 19th. Jim and Eddie

Kern County Association of Cities

Member: Peggy Breeden
Meetings: Last Monday Of The Month

Peggy Breeden

- Meeting cancelled

East Kern Air Pollution Control District

Member: Peggy Breeden
Meetings: 2nd Tuesday Of The Month

Peggy Breeden

- Provided information about grant money available
- Series of changes coming up on standards. Encouraged public to look at these in the newspaper

Indian Wells Valley Economic Development Corp.

Attendee: Peggy Breeden, Eddie Thomas
Meetings: 1st Thursday Of The Month

Peggy Breeden

- Met last week
- Approved for economic development magazine which will be out soon
- Board of trade grant received for sports committee
- Working on other things and meeting the 29th

Indian Wells Valley Groundwater Management Group

Attendee: Peggy Breeden
Meetings: 3rd Thursday Of The Month

Peggy Breeden

- Meeting tomorrow

Groundwater Sustainability Agency Eligible Agencies

Attendee: Peggy Breeden
Meetings: 3rd Thursday Of The Month

Peggy Breeden

- Being changed to City Hall at 10:00a.m the 3rd Friday of the month.

Eastern Kern Economic Alliance

Attendee: Peggy Breeden, Eddie Thomas
Meetings: 2nd Tuesday Of The Month

Eddie Thomas

- Presentation by Lorelei regarding economics for wind and solar power reducing the price of oil.
- Possible new solar project in Kern County
- Good things coming out of the committee

Navy Community Council

Attendee: Peggy Breeden
Meetings: As Needed

Peggy Breeden

- No report

Indian Wells Valley Water District

Attendee: Peggy Breeden
Meetings: 2nd Monday Of The Month

Peggy Breeden

- Friday the 25th at 9:00 am

Ridgecrest Chamber of Commerce

Attendee: Peggy Breeden
Meetings: 2nd Thursday Of The Month

Peggy Breeden

- Workshop on the 30th at 9:00 am at the Marriott

Friends Of Jawbone

Attendee: Lori Acton
Meeting: 3rd Wednesday Of The Month At 9:00 a.m.

Lori Acton

- Did not attend but did meet on grant funding which we did not participate in.

Ridgecrest Roundtable (BLM Steering Committee)

Attendee: Lori Acton
Meetings: 4th Thursday Of The Month At 6:30 p.m.

Lori Acton

- Meets next thursday

Bowman Business District

Attendee: Lori Acton
Meetings: 3rd Tuesday Of The Month At 5:00 p.m.

Peggy Breeden

- No report, meetings suspended until further notice.

CITY MANAGER REPORT

Dennis Speer

- Wastewater treatment facility workshop is the 28th in council chambers.

MAYOR AND COUNCIL COMMENTS

Mike Mower

- No comments

Eddie Thomas

- Thanked the church of latter day saints for hosting Martin Luther King Jr. event.
- Looking at hosting a black history program on Panamint Street in February. Community day and public invited.

Jim Sanders

- No comments

Lori Acton

- Thanks for support with BLM and a lot of things coming up this year.

Peggy Breeden

- Water district passed ordinance 100 limiting watering on even and odd days, need to modify our ordinance.
 - Dennis Speer – working with attorney
 - Eddie Thomas – due to reduced watering there is an issue of dead trees, is there a plan for taking care of dead trees.
- Asked about union negotiations
 - Denis Speer – met with them last week
- Stock market going down, do we have investments such as PERS
 - Tyrell Staheli – PERS may have investments and could impact future contribution rates.

Peggy Breeden *(continued)*

- Would like to look back at the median art committee how side properties next to Business Park can be taken care of. Want to look at this so we do not depend on the goodness of others to do our work.
- Will see you at the workshop on Thursday the 28th.

ADJOURNMENT at 9:28 p.m.

Rachel J. Ford, CMC
City Clerk

Monthly Director's Report for RACVB For **December** 2015 Held at Kerr McGee Center

January 6, 2016

- ❖ RACVB welcomes back Vicky Sykes as a RACVB Board of Director. She has been on leave for a few meetings and we are happy to welcome Vicky Sykes back.
- ❖ Kern County having “State of the County Dinner” Wednesday January 27, 2016 in Bakersfield, CA. tickets \$75.00 each, contact Peggy Breeden. The Petroglyph Education Foundation will be donating 49 Petroglyph Rocks to be part of their “centerpieces”.
- ❖ January 16 & 17, 2016 – The RACVB will be represented, by Vickie Waite, at the 3rd Annual Travel and Adventure Show in San Diego.
- ❖ “Kern County 150th Birthday Bash”, will be held April 16, 2016 on a Saturday. City of Shafter, CA Mayor Kathy Prout will be assisting RACVB with the 1st District coordination of the event activities.
- ❖ Lauryn Petty will begin her Internship with RACVB in Mid-January.
- ❖ Doug Lueck informed Directors that RACVB will be having their own “Gift Shop” with merchandise such as postcards, tee-Shirts, spoons, etc. with Ridgecrest, California printed on them.
- ❖ Doug Lueck happily announced to Directors that the RACVB and its team, received the Kern County Board of Trade Grant, for the amount of \$4,855.00.

FILMING: Ridgecrest Regional Film Commission

For the month of **December**, there was a total of **1** production for the Ridgecrest Film Commission.

At **Inyokern Airport**, there was **1** production as well, for **December** filming production.

Total for December 2015: \$ 70,000.00

Next Board of Director's meeting will be Wednesday, **February 3, 2016**, location will be Kerr McGee Center.

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

SUBJECT:

Discussion and Direction Of Council Regarding The Groundwater Sustainability Agency
Joint Powers Authority

PRESENTED BY:

Keith Lemieux – City Attorney

SUMMARY:

Council has been discussing the formation of the Indian Wells Valley Groundwater Sustainability Agency.

This item is for continued discussions and to direct the City Manager to execute a task order with Lemieux & O'Neill to negotiate and draft a Joint Powers Agreement for the Indian Wells Valley Groundwater Sustainability Agency

FISCAL IMPACT:

To Be Determined By City Council
Reviewed by Finance Director

ACTION REQUESTED:

Discussion and Provide Direction To City Manager

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: February 3, 2016

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

SUBJECT:

Review and Discussion of the Special Consulting Agreement between the City of Ridgecrest and Justin O'Neill

PRESENTED BY:

Peggy Breeden - Mayor

SUMMARY:

At the regular meeting of Council on November 18, 2015, Mayor Breeden requested a discussion item be added to the agenda to review the Special Consulting Agreement between the City of Ridgecrest and Justin O'Neill.

The purpose of the discussion is to review and clarify the following concerns:

- How things are accomplished.
- What is to be done?
- What are our options?
- Potential return for investment.

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Discussion item only.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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SPECIAL CONSULTANT AGREEMENT

As of August 6, 2014, the City of Ridgecrest, hereinafter called "Agency," and Justin O'Neill, hereinafter called "Consultant," agree as follows:

1. Purpose, Services, and Findings.

(a) Pursuant to this agreement, Consultant will provide Agency in general, and Agency's City Council in particular, with special administrative services for upcoming projects, including but not limited to cultural events and the promotion of Agency. Specifically, Consultant shall perform services in accordance with the instructions set forth in the document entitled SPECIAL PROJECTS CONSULTANT - Scope, Duties, and Approach – attached hereto as Exhibit "A" and incorporated herein by this reference.

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

(c) Agency finds that (1) the nature of the work to be provided qualifies as special services for purposes of Government Code section 53060, (2) Consultant has the necessary qualifications required of a person furnishing the special services, and (3) due to the nature of the services provided and the unique qualifications of Consultant, Agency cannot provide these services without the assistance of Consultant. Agency further finds that the services to be provided are desired from only one source for the purpose of maintaining a cost effective consistency.

2. Consideration.

(a) In consideration for Consultant's work for Agency, as described within this Agreement, Agency shall compensate Consultant \$26,000 annually. Agency shall be afforded a minimum of thirty (30) days to pay each of the above-referenced invoices.

3. Term.

This Agreement shall commence on the date above written. Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by Agency without cause, Agency shall pay Consultant for work performed prior to the date the notice of termination is received by Consultant. If the contract is terminated by Consultant without cause, Consultant shall reimburse Agency for additional costs to be incurred by Agency in obtaining the work from another consultant.

4. Ownership of Data, Reports, and Documents.

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

5. Subcontracts.

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

6. Independent Contractor.

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

7. Indemnification.

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

8. Miscellaneous.

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

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

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

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

Justin O'Neill
113 Nancy Ave
Ridgecrest, CA 93555

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

9. Integration.

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

10. Governing Law.

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

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

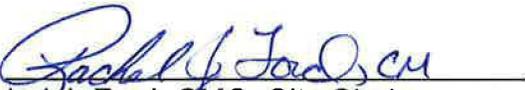
APPROVED:
Agency

By: 
Dan Clark, Mayor

APPROVED:
Consultant

By: 
Justin O'Neill

Attest:

By: 
Rachel J. Ford, OMC, City Clerk

Approved as to Form:

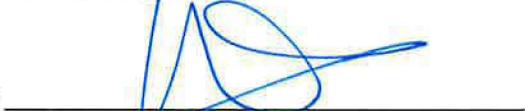
By: 
Michael Silander, Esq., Deputy City Counsel

Exhibit A

SPECIAL PROJECTS CONSULTANT

Scope, Duties, and Approach

SPECIAL CONSULTANT AGREEMENT

This document, entitled Special Projects Consultant - Scope, Duties, and Approach - is attached to the underlying Special Services Agreement and outlines the scope, duties, and approach of Consultant under that Agreement. If this document or anything herein conflicts with the Special Consultant Agreement, the language of that Agreement will take precedence.

PROJECT SCOPE

To create a position wherein special projects necessary to the growth, balance, and vitality of the Ridgecrest community are explored, researched, and developed. It will be the function of the Consultant to use his expertise to prioritize and prudently utilize resources in the completion of a task list to be created by the City Council.

DUTIES OF SPECIAL PROJECTS CONSULTANT

The Consultant will assist the City in development and execution of a Communications Plan for effective, timely communication with the public. At the direction of the City Council, the Consultant will provide support services in a uniform, non-discriminatory manner. The work of the Consultant shall include, but not be limited to the following:

1. Explore revenue producing opportunities submitted by the City Council or proposed by Consultant. Develop plans, proposals, or presentations as requested by City Council pertaining to revenue producing projects, programs, and potentials.
2. Research projects with potential for further development submitted by the City Council or proposed by Consultant. Develop plans, proposals, or presentations as requested by City Council pertaining to the impact of projects or programs.
3. Create surveys, research reports, or other mechanisms that test the viability of potential programs and projects.
4. Develop a Communications Plan for consistent, informative communication from the City to the public regarding actions of the City Council and staff, and regarding City programs, services, and initiatives. The Consultant should initiate ideas on when and how to inform the public.

5. Review existing policies and draft new communication and media policies relating to City communications, and develop and execute a strategy to improve all forms of communication available to the City with the public which includes the City's government access channel (K41GO/Cable Channel 6), web site, Facebook, Twitter, and other forms of communication as recommended by the Consultant.
6. Arrange for, and coordinate, media coverage of issues before the City, including organizing press conferences and interviews and arranging appearances on appropriate media outlets. Provide guidance to City representatives in advance of public appearance and media coverage events, as directed by the City.
7. Make recommendations to the City for more timely, transparent and effective communication with residents, businesses, and guests of the City.
8. Review areas of opportunity and develop a comprehensive marketing plan for targeted areas of the City.
9. Research and evaluate potential grants, community events, signatures events, and community projects.
10. Assist and or supervise the set-up, running, and break down of the City sponsored events, identifying and resolving problems.
11. Meet with appropriate Councilmember, City staff and other responsible parties to plan events, logistics, press releases, and estimate event budgets.
12. Plan and manage the logistics of an event, including press releases, venue, guests, programs, catering, and marketing.
13. With City Council direction, perform the tasks of negotiating pricing, pre-selecting options and maintaining budget oversight for the event.

Methodology for project approach

1. The City Council shall discuss and determine the services to be performed by the Consultant at a public council meeting. The Consultant will thereafter submit a concise but detailed monthly narrative to the City Council indicating the proposed approach to providing the required services. The City Manager will review direction by Council for legality and relevance per the contract. The Consultant's methodology should be included, describing how the Consultant will approach each task and initiative and what will be included in the billing to the City. Consultant will also include a description of the types of services to be provided and a budget for a typical month, showing estimated number of hours and hourly

billing rate. All fees are limited pursuant to the cap established in the Special Consultant Agreement.

2. The proposal should include an hourly cost of service and a rate based on assignments by project and shall be approved at a public meeting. If Consultant performs special services exceeding 20 hours per week, any additional hours must be approved by the City Council at an open session council meeting.
3. Consultant will provide timely progress reports and performance measurements as needed towards the completion of specific long term projects.
4. The consultant's proposed budget should assume that the printing and distribution of printed documents will be performed in house and at the cost of the City.
5. Any staff involvement will be at the direction of the City Manager.

RESOLUTION NO. 14-79

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH JUSTIN O'NEILL AND AUTHORIZE THE MAYOR, DANIEL O. CLARK, TO SIGN THE AGREEMENT.

WHEREAS, The City Council expressed a desire to enter into an agreement with Justin O'Neill to assist with special projects; and

WHEREAS, Mr. O'Neill has demonstrated a proficiency in providing such unique services; and

WHEREAS, The City Attorney provided the legal basis for sole sourcing, the public policy rationale, and the guidelines that must be followed to enter in to a sole source agreement; and

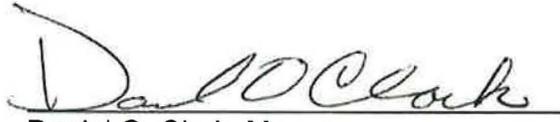
WHEREAS, the City Council determined that this agreement meets the sole source guidelines; and

WHEREAS, the City Council determined the source of funding for this agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest Hereby Approves A Professional Service Agreement with Justin O'Neill ; and authorizes the Mayor, Daniel O. Clark, To Sign The Agreement upon review and the approval of the City Attorney; and directs the Finance Director to make the necessary budget adjustments..

APPROVED AND ADOPTED this 6th day of August 2014 by the following vote.

AYES: Mayor Clark, Council Members Holloway and Acton
NOES: Council Member Sanders
ABSENT: None
ABSTAIN: Council Member Morgan


Daniel O. Clark, Mayor

ATTEST:


Rachel J. Ford, CMC
City Clerk

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

SUBJECT:

Introduction And First Reading, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Water Efficient Landscape

PRESENTED BY:

Keith Lemieux – City Attorney

SUMMARY:

This item was brought for discussion at the regular City Council meeting of November 18.

It was agreed by Council that the City Attorney would revise the State’s model ordinance to be more comprehensible to the public and incorporate revisions which would more closely correspond with the Indian Wells Valley Water District ordinance, with regard to watering schedules. It was further agreed the draft Ordinance would be reviewed by the Infrastructure Committee prior to introduction and first reading by Council.

This ordinance is for the general purpose of promoting the values and benefits of landscaping practices that integrate conservation and efficient use of water, as outlined in Governor's Executive Order No. B-29-15 (California Code of Regulations 490, et seq.).

Recommended Motions

1. Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Water Efficient Landscape

Requires A Second

2. Motion To Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Water Efficient Landscape

Requires A Second

FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Approve a motion to waive reading in full and a motion to introduce by title only, an ordinance amending the Ridgecrest Municipal Code as it relates to water efficient landscape.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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12-9 - Water Efficient Landscape Ordinance.

12-9.1 - Title.

This section shall be known and may be cited as the Water Efficient Landscape Ordinance.

12-9.2 – Purpose.

This ordinance is adopted for the general purpose of promoting the values and benefits of landscaping practices that integrate conservation and efficient use of water, as outlined in Governor's Executive Order No. B-29-15 (California Code of Regulations 490, et seq.) (hereinafter "Regulations"), which is hereby incorporated into this ordinance in full by this reference.

12-9.3 - Applicability.

(a) After December 1, 2015, this ordinance shall apply to all of the following landscape projects:

(1) New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;

(2) Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;

(3) Existing landscapes limited to Sections 493, 493.1 and 493.2 of the Regulations; and

(4) Cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections 492.4, 492.11, and 492.12 of the Regulations; and existing cemeteries are limited to Sections 493, 493.1, and 493.2 of the Regulations.

(b) For local land use agencies working together to develop a regional water efficient landscape ordinance, the reporting requirements of this ordinance shall become effective December 1, 2015 and the remainder of this ordinance shall be effective no later than February 1, 2016.

(c) Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix D of the Regulations.

(d) For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2500 square feet of landscape and

meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Appendix D section (5) of the Regulations.

(e) This ordinance does not apply to:

- (1) Registered local, state or federal historical sites;
- (2) Ecological restoration projects that do not require a permanent irrigation system;
- (3) Mined-land reclamation projects that do not require a permanent irrigation system;
or
- (4) Existing plant collections, as part of botanical gardens and arboretums open to the public.

12-9.4 - Definitions.

The terms used in this ordinance have the meaning set forth in section 491 of the Regulations.

12-9.5 - Compliance with Landscape Documentation Package.

Prior to construction, the project applicant shall submit a Landscape Documentation Package to the local agency. If the Landscape Documentation Package is approved by the local agency, the project applicant shall (1) receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion; (2) submit a copy of the approved Landscape Documentation Package along with the record drawings, and any other information to the property owner or his/her designee; and (3) submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.

12-9.6 - Elements of the Landscape Documentation Package.

- (a) The Landscape Documentation Package shall include the following six (6) elements:
- (1) Project information, including (A) date, (B) project applicant, (C) project address, (D) total landscape area in square feet, (E) project type, (F) water supply type (G) checklist of all documents in Landscape Documentation Package, (H) project contacts to include contact information for the project applicant and property owner, and (I) applicant signature and date with the statement: "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package."
 - (2) Water Efficient Landscape Worksheet, including (A) hydrozone information table, (B) water budget calculations (Maximum Applied Water Allowance (MAWA)), and (C) Estimated Total Water Use (ETWU).

- (3) Soil management report.
- (4) Landscape design plan.
- (5) Irrigation design plan.
- (6) Grading design plan.

12-9.7 - Water Efficient Landscape Worksheet.

(a) A project applicant shall complete the Water Efficient Landscape Worksheet, which is attached as Appendix B to the Regulations. A project applicant shall thereafter calculate and ensure that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The Estimated Total Water Use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA. In calculating the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix A of the Regulations. For geographic areas not covered in Appendix A, use data from other cities located nearby in the same reference evapotranspiration zone, as found in the CIMIS Reference Evapotranspiration Zones Map, Department of Water Resources, 1999.

(b) Water budget calculations shall adhere to the following requirements: (1) The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources (DWR) (the plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants); (2) all water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone; (3) all Special Landscape Areas shall be identified and their water use calculated as shown in Appendix B of the Regulations; and (4) ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

12-9.8 - Soil Management Report.

(a) In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, in compliance with section 492.5 of the Regulations.

12-9.9 - Landscape Design Plan.

(a) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package, and shall meet the criteria set forth in section 492.6 of the Regulations.

12-9.10 - Irrigation Design Plan.

This section applies to landscaped areas requiring permanent irrigation, and not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan shall be submitted as part of the Landscape Documentation Package, and shall meet the criteria set forth in section 492.7 of the Regulations.

12-9.11 - Grading Design Plan.

(a) For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other local agency permits satisfies this requirement. The grading plan shall comply with the requirements set forth in section 492.8 of the Regulations.

12-9.12 - Certificate of Completion.

The Certificate of Completion shall include be issued in accordance with the specifications set forth in section 492.9 of the Regulations.

12-9.13 - Irrigation Scheduling.

(a) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

(1) Irrigation scheduling shall be regulated by automatic irrigation controllers.

(2) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.

(3) Parameters used to set the automatic controller shall be developed and submitted following the criteria set forth in section 492.10 of the Regulations.

(4) Allowable irrigation days and hours shall be determined by the City Council by way of resolution.

12-9.14 - Landscape and Irrigation Maintenance Schedule.

(a) Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the Certificate of Completion.

(b) A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost, replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

(c) Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.

(d) A project applicant is encouraged to implement established landscape industry sustainable Best Practices for all landscape maintenance activities.

12-9.15 - Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.

(a) All landscape irrigation audits shall be conducted by a local agency landscape irrigation auditor or a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.

(b) In large projects or projects with multiple landscape installations (i.e. production home developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.

(c) For new construction and rehabilitated landscape projects installed after December 1, 2015, as described in Section 490.1 of the Regulations, (1) the project applicant shall submit an irrigation audit report with the Certificate of Completion to the local agency that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming; and (2) the local agency shall administer programs that may include, but not be limited to, irrigation water use analysis, irrigation

audits, and irrigation surveys for compliance with the Maximum Applied Water Allowance.

12-9.16 - Recycled Water.

(a) The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.

(b) All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and State laws.

(c) Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

12-9.17 - Graywater Systems.

Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards. Refer to § 490.1 (d) for the applicability of this ordinance to landscape areas less than 2,500 square feet with the Estimated Total Water Use met entirely by graywater.

12-9.18 - Stormwater Management and Rainwater Retention.

(a) Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.

(b) Project applicants shall refer to the local agency or Regional Water Quality Control Board for information on any applicable stormwater technical requirements.

(c) All planted landscape areas are required to have friable soil to maximize water retention and infiltration.

(d) It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from either: the one inch, 24-hour rain event or (2) the 85th percentile, 24-hour rain event, and/or additional capacity as required by any applicable local, regional, state or federal regulation.