City Council

Redevelopment Agency

AGENDA

Wednesday

Regular

Closed Session 6:00 PM
Regular Session 6:30 PM

April 21, 2010

City Hall
100 West California Avenue
Ridgecrest CA 93555

(760) 499-5000

Steven P. Morgan, Mayor
Ronald H. Carter, Mayor Pro Tempore
Thomas R. Wiknich, Vice Mayor
Marshall G. Holloway, Council Member
Jerry D. Taylor, Council Member

Last Ordinance No. 10-01
Last Council Resolution No. 10-27
Last RRA Resolution No. 10-01

CITY OF RIDGECREST

CITY COUNCIL
RIDGECREST REDEVELOPMENT AGENCY

AGENDA

Regular Council/Agency Meeting

Wednesday, April 21, 2010

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

Closed Session – 6:00 p.m.
Regular Session – 6:30 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/Ridgecrest Redevelopment Agency 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 Ave., Ridgecrest, CA 93555
3. City of Ridgecrest official website at http://ci.ridgecrest.ca.us

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CLOSED SESSION – 6:00 p.m.

GC54957	Personnel Matter - City Manger Recruitment - Update Report
GC54956.9 (B)	Conference With Legal Counsel - Potential Litigation - Public Disclosure of Potential Litigant Would Prejudice the City of Ridgecrest

REGULAR SESSION – 6:30 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

CITY ATTORNEY REPORTS

- Closed Session
- Other

COMMITTEES, BOARDS AND COMMISSIONS

<u>Second Council Meeting</u> (3rd Wednesday of the month)

Infrastructure Committee
Members: Tom Wiknich, Jerry Taylor, Lois Beres, Craig Porter
Meetings: 2nd Wednesday of the month at 5:00 p.m., Council Conference Room
Next meeting May 12, 2010

City Organization and Services Committee
Members: Jerry Taylor, Tom Wiknich, Nellavan Jeglum, Lois Beres
Meetings: 2nd Monday of the month at 5:00 p.m.; Council Conference Room
Next meeting May 10, 2010

Activate Community Talents and Interventions For Optimal Neighborhoods Task Force (ACTION)
Members: Co-Chairs Ron Carter, Chip Holloway, Ron Strand
Meetings: 2nd Monday of odd numbered months at 6:00 p.m., Kerr-McGee Center
Next meeting May 10, 2010

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER/EXECUTIVE DIRECTOR REPORTS

ORDINANCES AND RESOLUTIONS

1. <u>Introduction and First Reading Of Ordinance 10-, An Ordinance Of The Ridgecrest City Council Amending Chapter IV, Article 7, Section 102, Of The Ridgecrest Municipal Code As It Pertains To Alcoholic Beverages In City Parks</u> Ponek

This ordinance was introduced for first reading, by title only at the regular meeting of the City Council on February 17, 2010 and then again on March 3, 2010. After more revisions it is now being brought back to City Council for first reading and introduction.

Recommended Motions – 2 motions

Motion To Waive Reading In Full Ordinance No. 10-XX Amending Chapter LV, Article 7, Section 102, Of The Ridgecrest Municipal Code As It Pertains To Alcoholic Beverages In City Parks.

<u>Requires A Second</u>

Motion To Introduce, By Title Only, Ordinance No. 10-XX Of The City Of Ridgecrest Amending Chapter LV, Article 7, Section 102, Of The Ridgecrest Municipal Code As It Pertains To Alcoholic Beverages In City Parks.

<u>Requires A Second</u>

2. <u>Introduction and First Reading Of Ordinance 10-, Amending Chapter XIII Of The Ridgecrest Municipal Code As It Pertains To Residential Curbside Trash Pickup</u> Rose

This ordinance was discussed at the regular meeting of the City Council on April 7, 2010 and direction to staff was given for more revisions. It is now being brought back to City Council for first reading and introduction.

Recommended Motions – 2 motions

Motion To Waive Reading In Full, Ordinance No. 10-XX Amending Chapter XIII Of The Ridgecrest Municipal Code As It Pertains To Residential Curbside Trash Pickup

<u>Requires A Second</u>

Motion To Introduce, By Title Only, Ordinance No. 10-XX Of The City Of Ridgecrest Amending Chapter XIII Of The Ridgecrest Municipal Code As It Pertains To Residential Curbside Trash Pickup

<u>Requires A Second</u>

3. <u>Introduction And First Reading Of Ordinance 10-, An Ordinance Of The City Council Of The City Of Ridgecrest Granting A Non-Exclusive Taxi Franchise</u> Rose

The City of Ridgecrest has received a proposal from John Greene to operate a 24 hour taxi service in Ridgecrest and the surrounding areas. Mr. Greene has owned Rosamond Taxi for two years and is currently operating in California City also.

Recommended Motions – 2 motions

Motion To Waive Reading In Full, Ordinance No. 10-XX Granting A Non-Exclusive Taxi Franchise

<u>Requires A Second</u>

Motion To Introduce, By Title Only, Ordinance No. 10-XX Of The City Of Ridgecrest Ordinance No. 10-XX Granting A Non-Exclusive Taxi Franchise

<u>Requires A Second</u>

OTHER ACTION ITEMS

4. <u>Resolution No. 10-, A Resolution Of The Ridgecrest City Council A Recommendation To Co-Sponsor The Maturango Junction With The Ridgecrest Chamber Of Commerce And To Make This Event The City Of Ridgecrest's Annual Signature Event</u> Ponek

The Parks, Recreation and Quality of Life Committee is recommending to City Council to co-sponsor the Maturango Junction with the Ridgecrest Chamber of Commerce and to make this event the City of Ridgecrest's Annual Signature Event. The Maturango Junction is now a two day event on a Friday and Saturday and is scheduled annually for the third weekend of October.

5. <u>Resolution No. 10-, A Joint Resolution Of The Ridgecrest City Council And Redevelopment Agency Ratifying And Authorizing City Management To Sign And Enter Into Contract Agreement With South California Trane For The Construction Of A Photovoltaic Solar Energy Production Field</u> Bradley

City of Ridgecrest has solicited multiple solar companies to develop and present solutions for a Solar Energy Production Field providing Renewable Energy for the Civic Center Complex. City staff has determined that the Photovoltaic Solar Renewable Energy System proposed to be installed at 125 S. Warner (APN-478-010-09 also known as Helmer's Park) will be a viable and practical investment for the City. This system is designed to produce 90% of the Civic Center's current annual electrical power consumption, render over $1.7 million in incentives and renewable energy credits, and decrease the Center's energy bill by more than $136,000 annually. Ridgecrest Redevelopment Agency may invest and fund this Renewable Energy project. Staff recommends that the RRA invest in this project

using existing funds OR it may establish internal lending through the utility fund to be repaid utilizing bond revenues.

6. <u>Amended Local Assistance Plan, Residential Curbside Pickup And Recycling, And Kern County Sanitary Landfill Recycling Drop Off Area Conceptual Proposal</u> McRea

This action item is to review the actions and discussion of the potential modification of the Amended Local Assistance Plan (ALAP). The City Council, Benz Sanitation, and CalRecycle, have worked together in a partnership to improve the level of service and resolve many of the concerns reported and expressed by the community with respect to Mandatory Curbside Pick-up and Recycling Program. The modifications to Ordinance 09-01 were discussed as of a prior agenda item. Staff is in the process of developing a presentation of the diversion rates and requirements of AB 939 and CalRecycle for the May 05, City Council Meeting.

At the conclusion of the discussion, staff would recommend implementation of any revisions to the ALAP and modifications to the existing Universal (Mandatory) Curbside Pick-up and Recycling Program for voluntary participation by election to opt out and undertake personal responsibility for recycling and diversion. City Council authorization is also required for the vacant dwelling and/or unoccupied dwellings.

CONSENT CALENDAR

All items on the Consent Calendar are considered to be routine by City staff and will be approved in one motion if no member of the Council or the public wishes to comment or ask questions. If comment or discussion is desired by anyone, that item may be removed from the Consent Calendar and be considered separately, with public comment, before action is taken

7. <u>Resolution No. 10-, A Resolution Of The Ridgecrest City Council Announcing Proclamations Prepared For The Month Of May 2010 And Scheduled Date Of Presentation</u> Rose

The Ridgecrest City Council receives requests for presentation of ceremonial proclamations for various event and observations. The following proclamations have been processed and will be presented at location, date and time shown below:

<u>Proclamation Titles</u>

1. *Be Kind To Animals Week – May 2-8, 2010*
2. *Child Care Providers Month – May 2010*
3. *Honoring Ridgecrest Citizen – Dr. Mary Retterer – May 22, 2010*

<u>These Proclamations will be presented on Thursday, April 22, 2010 at 12:00 Noon at City Hall</u>

8. <u>Minutes Of The Regular City Council/Redevelopment Agency Meeting Of March 12, 2010</u> Ford

9. Minutes Of The Regular City Council/Redevelopment Agency Meeting Of March 17, 2010 **Ford**

10. Minutes Of The Special City Council/Redevelopment Agency Meeting Of March 17, 2010 **Ford**

11. Minutes Of The Special City Council/Redevelopment Agency Meeting Of April 5, 2010 **Ford**

12. Minutes Of The Regular City Council/Redevelopment Agency Meeting Of April 7, 2010 **Ford**

PUBLIC COMMENT

Persons wishing to address the Council on matters that are within the Council's jurisdiction and do not already appear on the agenda, may do so at this time. Pursuant to the Brown Act, the City Council may not take action on an item that does not appear on this Agenda. Speakers are limited to five (5) minutes. The PUBLIC COMMENT section of the Agenda is limited to a total of sixty (60) minutes. Speakers are asked to provide their name and address for the record

MAYOR AND COUNCIL COMMENTS

The Mayor and Council Members may make a brief statement. In addition, Council Members may ask questions of staff or the public for clarification on any matter, make a request of staff for factual information, or request staff to report back to the Council at a later meeting concerning any matter. In addition the Mayor or any Council Member may direct the City Manager to place an item of business on a future agenda

ADJOURNMENT

1

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: An Ordinance of the Ridgecrest City Council Amending Chapter IV, Article 7, Section 102, of the Ridgecrest Municipal Code as it pertains to alcoholic beverages in City Parks.

PRESENTED BY: Jim Ponek, Director of Parks & Recreation

SUMMARY:

The Parks, Recreation and Quality of Life Committee has recommended to City Council to amend Chapter IV, Article 7, Section 102, of the Ridgecrest Municipal Code to allow alcohol in Parks at the written approval of the Chief of Police. This recommendation is being made in an effort to allow alcohol during specified special events, such as the annual Maturango Junction.

This amendment was presented to City Council for adoption at their March 3, 2010 meeting. At that meeting, City Council had asked staff to come up with additional language and to bring item back for final adoption.

The revised recommended amended municipal code is now to read as follows:

"Sec. 4-7.102. <u>Alcoholic Beverages</u>.

No person shall possess an alcoholic beverage in a public park owned or operated by the City. Notwithstanding the foregoing, the Chief of Police may, at his sound discretion, authorize a certified, insured, and licensed vendor to provide alcohol to the public for a specific special event upon the approval of a written request. Certifications, insurances, and licenses will include, but not necessarily be limited to, a California Alcohol Beverage and Control License, liability insurance naming the City of Ridgecrest as an additional insured, and a special event certification of operation/direction from the Chief of Police.

Staff is recommending approval.

Ordinance has been reviewed and drafted by our City Attorney.

Also Reviewed and Approved by Chief of Police Ron Strand.

FISCAL IMPACT: None.

Reviewed by Administrative Services Director:

ACTION REQUESTED:

Council Action Requested is to Approve the following two motions:

1. Motion To Waive Reading In Full Ordinance No. 10-, An Ordinance Of The Ridgecrest City Council Amending The Ridgecrest Municipal Code As It Pertains To The Consumption Of Alcoholic Beverages In City Parks.
2. Motion to Introduce, By Title Only, Ordinance No. 10-, An Ordinance Of The Ridgecrest City Council Amending The Ridgecrest Municipal Code As It Pertains To The Consumption Of Alcoholic Beverages In City Parks

CITY MANAGER/EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Jim Ponek, Director of Parks & Recreation Action Date: April 21, 2010

ORDINANCE NO. 10-_____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF RIDGECREST AMENDING
THE RIDGECREST MUNICIPAL CODE
AS IT PERTAINS TO THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN CITY PARKS**

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

1. Purpose.

This ordinance amends the Municipal Code concerning the consumption of alcoholic beverages in city parks.

2. Amendment.

Chapter IV, Article 7, Section 102, of the Ridgecrest Municipal Code is hereby amended to read as follows:

"Sec. 4-7.102. <u>Alcoholic Beverages</u>.

No person shall possess an alcoholic beverage in a public park owned or operated by the City. Notwithstanding the foregoing, the Chief of Police may, at his sound discretion, authorize a certified, insured, and licensed vendor to provide alcohol to the public for a specific special event upon the approval of a written request. Certifications, insurances, and licenses will include, but not necessarily be limited to, a California Alcohol Beverage and Control License, liability insurance naming the City of Ridgecrest as an additional insured, and a special event certification of operation/direction from the Chief of Police.

3. Other.

Except as provided herein, the Ridgecrest Municipal Code is reaffirmed and readopted.

PASSED, APPROVED AND ADOPTED on _____, 2010, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Steven Morgan, Mayor

ATTEST:

_____
Rachel J. Ford, CMC
City Clerk

(SEAL)

2

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

Subject:
Ordinance No. 10-, Introduction And First Reading, An Ordinance Of The City Council Of The City Of Ridgecrest Amending The Ridgecrest Municipal Code As It Relates To Curbside Service

Presented By:
Harvey M. Rose – Interim City Manager

SUMMARY:

This Ordinance was discussed at the Regular Council Meeting of April 7, 2010 and has been amended to reflect the requested changes identified by Council, CAL-RECYCLES, and the Public. It is brought to Council for Introduction and First Reading with two 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 Curbside Service.

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 Curbside Service.

Both motions require a second.

FISCAL IMPACT:

Not applicable

Reviewed by Finance Director

ACTION REQUESTED:
Council Action Requested is to Approve the following two 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 Curbside Service.
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 Curbside Service.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Harvey M. R

Submitted by: Harvey M. Rose
(Rev. 6/12/09)

Action Date: April 21, 2010

ORDINANCE NO. 10-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIDGECREST AMENDING THE RIDGECREST MUNICIPAL CODE AS IT RELATES TO CURBSIDE SERVICE

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

Section 1. Amendment.

Chapter XIII of the Ridgecrest Municipal Code is amended and reenacted to read as follows:

"CHAPTER XIII.
SANITATION SOLID WASTE, YARD WASTE AND HOUSEHOLD HAZARDOUS WASTE MANAGEMENT

13-1 Purpose and Scope. The provisions of this chapter are adopted to preserve, protect and promote the health, safety and welfare of the public with respect to sanitation and provide a community wide curbside solid waste & recycling residential service and on site commercial recycling service.

13-1.2 Definitions. For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Authorized private containers" means a waste or recycling storage and collection receptacle.

"Administrative Authority" shall mean the City Manager and his duly authorized representatives.

"Bulky waste" means and includes discarded large and small household and industrial appliances, discarded furniture, discarded tires, discarded carpets, discarded mattresses and similar large discarded items.

"Commercial premises" means and includes all premises except residential premises. This term specifically includes, but is not limited to, any and all facilities operated by or for the benefit of city, county, special districts, school districts, state, federal (including the Naval Air Weapons Station China Lake within the Corporate limits), and other governmental entities within the city, unless exempt by law from the application of the requirements of this section to their premises. All structures on the same legal parcel which are owned by the same person shall be considered as one "commercial premises." "Commercial premises" do not include residential premises where one room is used as a home office.

“Compostables” means and includes vegetable, yard and wood wastes which are not hazardous waste and any other organic wastes which are capable of controlled biological decomposition, excluding hazardous waste and any animal waste other than manure.

“Franchisee” means and includes any entity and any agents or employees thereof with whom the city has duly contracted under a franchise agreement hereinafter set out in this code to collect, transport through the streets, alleys or public ways of the city and to dispose of solid waste, yard waste and/or recyclable materials produced and discarded within the limits of the city.

“Garbage” means and includes any kitchen and table refuse, offal, swill and also every accumulation of animal and vegetable refuse, and other matter that results from or attends the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, vegetables, grains or other animal or vegetable matter, and all dead animals of less than ten pounds in weight, except those slaughtered for human consumption. It also includes bottles, glass, tin vessels, ashes and all refuse save and excepting rubbish, stable matter, yard waste, any type of hazardous waste, and recyclables which have been separated by the generator for recycling.

“Household hazardous waste” means and includes all toxic, corrosive, flammable, ignitable and reactive waste. “Household hazardous waste” also means and includes waste material that is purchased by the general public for household use which, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly stored, treated, disposed of or otherwise managed.

“Household hazardous waste collector” means and includes any entity and any agents or employees thereof with whom the city has duly contracted under the terms hereinafter set out in this chapter, to collect, transport through the streets, alleys or public ways of the city and to dispose of household hazardous waste generated and/or discarded within the limits of the city.

“Litter” means garbage, refuse, and rubbish, as defined herein, and other solid waste material which, if thrown or deposited as hereinafter prohibited tends to create a danger to the public health, safety and welfare.

“Multiple-unit dwelling” means any residential premises containing four or more separate units.

“Park” means a park, reservation, playground, recreation center or other public area in the city owned, leased, or used by the city or county and devoted to active and passive recreation.

"Person" means and includes an individual, firm, corporation, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

"Premises" means and includes any occupied land, building and/or structure, or portion thereof, in the city where solid waste, yard waste or household hazardous waste is produced, generated, or accumulated. Premises are "occupied" each month that they are inhabited for twenty-one days or more of that month. All structures on the same legal parcel which are owned by the same person shall be considered as one premises.

"Public Place" means streets, sidewalks, boulevards, alleys, or other public right-of-ways, public parks, squares, spaces, grounds, and buildings and portions of private properties held open to the public.

"Recyclable materials" means and includes discarded solid waste having a monetary value which may be sorted, cleansed, treated, processed, and/or reconstituted, and which is segregated for the purpose of reuse or recycling, including, but not limited to, separated paper, glass, cardboard, plastic, ferrous materials or aluminum.

"Recyclables" means and includes materials having a monetary value which are capable of being recycled, reclaimed, or reused in any way.

"Refuse" means and includes all types of solid wastes, including garbage, rubbish, stable matter, recyclables which have not been separated by the generator from other solid waste for recycling, all matter and materials which are rejected by owners or generators thereof as offensive or useless and which by their presence or accumulation may injuriously affect the health, comfort or safety of the community by increasing disease or hazard by fire, and any other solid waste, but excluding any type of hazardous waste and yard waste, and body wastes.

"Residential premises" means and includes any premises used or designed for use for residential purposes, irrespective of whether residence therein is transient, temporary, or permanent. Residential premises shall not include hotels, motels, lodge house, clubs, tourist camps, recreational vehicle or trailer camps, churches, business, and industrial premises containing more than one dwelling unit or upon which any commercial or industrial occupation is conducted. The fact that a residential premises includes one room used as a home office does not prevent the premises from being considered "residential premises."

"Rubbish" means and includes all treated wood, treated wood products, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging or wrapping crockery, ashes, cinders, floor sweepings, mineral or metallic substances, earth, rock, used, demolished or discarded building materials, and other waste material not included in the definition of garbage, hazardous waste or yard waste.

"Sharps" means any needles, syringes, and lancets used for application, removal, or testing needed for medication, fluid sampling, or any other application.

"Solid waste" means and includes all putrescible and nonputrescible solid and semisolid waste, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, manure, vegetable or animal solid and semisolid wastes, discarded recyclables which have not been separated by the generator from other solid wastes for recycling and other discarded solid and semisolid waste.

Solid waste does not include abandoned vehicles or parts thereof.

Solid waste does not include household hazardous waste, hazardous waste or low-level radio-active waste regulated under Chapter 8 (commencing with Section 114960 of Part 9) of Division 104 of the Health and Safety Code.

Solid waste does not include medical waste which is regulated pursuant to the Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code).

Solid waste does not include dewatered, treated or chemically fixed sewage sludge or any other type of processed sludge or biosolids, whether or not it is hazardous waste.

Solid waste does not include "yard waste." ~~as defined in subsection of this section.~~

Solid waste does not include items which would be recyclable materials but for the fact that they are personally separated from other solid waste by the generator thereof and are donated or sold to third parties. For purposes of this chapter, no donation or sale shall be deemed to have occurred in any instance where a generator directly or indirectly pays the third party any sum (including, without limit as a consulting fee, container rental or other fee or tangible consideration) either: (1) in lieu of being directly charged for collecting, transporting, processing or recycling such item, or (2) to offset the payment to the generator for the purported sale of such item to the third party. Nor shall the receipt of a discount of or reduction in the disposal service rate on unsegregated solid waste containing such an item be deemed to be the donation or sale of such an item to a third party.

~~"Universal Service" means mandatory solid waste and yard waste collection service.~~

"Waste" means garbage, litter, refuse, and rubbish.

"Yard waste" means and includes all tree and shrubbery trimmings, grass, weeds, leaves, or other organic material or garden trimmings.

13-1.3 Deposit in Public Place and Accumulation Prohibited

(a) No person shall throw, deposit, keep, accumulate, permit, or cause any solid waste, yard waste, except that being actively composted, or any type of hazardous waste to be thrown, deposited, kept or accumulated upon any public or private lot or parcel of land, or

on any public or private place, street, lane, alley, drive, gutter, drain facilities, park, vacant lot, backyard, side yard or front yard, or to store or to keep the same, unless the same is kept, deposited, stored or allowed to accumulate as provided in this chapter.

(b) Persons placing waste or litter in pubic receptacles or private receptacles shall do so in such a manner as to prevent it from being carried or deposited by the elements upon a public place.

(c) Any such deposit or accumulation of solid waste, yard waste or hazardous waste in violation of this provision shall be deemed a public nuisance, and the person owning, leasing, occupying or having charge or possession of any premises in violation of this section shall be subject to the provisions of Chapter IV Article 15.

13-2 Collection

13-2.1 Collection – Contract – Exclusive – Exceptions.

(a) At such time as there is in force a contract entered into by the city with any entity (to be known as "franchisee") for the collection of solid waste and/or yard waste and/or recyclable materials, it is unlawful for any person, other than the persons in the employ of the franchisee, or its agents, having such contract, to collect, haul or transport any solid waste or yard waste or recyclable materials within the city, except as otherwise set forth in this chapter or as provided by law.

(b) Notwithstanding the above, franchisee shall not have the exclusive right to collect, haul, transport or dispose of the following types of solid waste or yard waste:

1. Garden trimmings and yard waste when removed and transported by the gardening service performing the gardening;

2. Rubbish generated by construction and demolition which is accumulated as the result of new construction, structure demolition or modification, when:

a. The building or demolition/modification contractor owns and operates the hauling equipment necessary to remove and haul the demolished construction and modification rubbish generated, or

b. The construction and demolition rubbish generated is hauled by a vehicle or trailer commonly known as an "end dump" which vehicle or trailer must have a non-detachable debris container with an open top and cannot be capable of loading itself and the driver remains with the vehicle while it is being loaded, provided further that equivalent services or equipment are not available from the contractor, or

c. The building or demolition/modification contractor disposes of construction and demolition rubbish at the county landfill servicing the City to facilitate reporting of that diversion data back to the City.

3. A building or demolition/modification contractor may not subcontract for construction and demolition rubbish hauling services except as is set forth in Section (B)(2)(b), above;

4. Solid waste or yard waste which must be removed only as incident to the infrequent clearing of a premise(s) and when a vehicle or container of no greater than five cubic yards capacity is used to remove the solid waste or yard waste;

5. Recyclable materials, Rrubbish, yard waste or bulky waste created or produced by a resident or his or her household, and hauled or transported by the resident of the premises, , pursuant to the terms of Section 13-2.2(b)(i), provided the same is kept, hauled or transported under a covered load and recycled at the landfill drop-off area and then remaining rubbish is disposed of at the landfill under the rules and regulations prescribed in this chapter.

(c) This section shall not limit the collection of hauling of solid waste, yard waste or recyclables to a landfill, transfer facility or recycle facility by a private party who is the business owner, home owner, residential property owner or residential tenant. This subsection shall not waive the requirement of paying for waste collection services.

13-2.2 Collection – Solid Waste/Yard WasteRefuse – Owner Obligations.
(a) Every owner of residential or commercial premises occupied by any person shall subscribe for and pay the franchisee for solid waste and yard waste (including recyclable materials) collection and disposal and at such rates as may be set by franchisee and approved by resolution of the City Council from time to time.

(b) The owner of any occupied single-family residential premises shall subscribe to and pay for solid waste and yard waste collection service made available to the occupied single-family residential premises by the franchisee and shall place at a location designated by franchisee in accordance with the provisions of this chapter, a container or containers provided by franchisee, for deposit of solid waste and yard waste in accordance with the provisions of this chapter and as set forth from time to time by franchisee upon reasonable notice to generator.The owner [or occupant?] of every occupied residential premises is responsible to ensure that recyclable materials created or produced by such occupant at suchthe residential premises are not deposited in the County landfill. Each owner of the residential premises can meet this obligation one or more of the following ways:

(i) The owner [or occupant?] of residential premises may subscribe for and pay the franchise fee for solid waste (including recyclable materials) and yard waste recyclable materials collection and disposal at such rates as may be set by Franchisee and approved by resolution of the City council from time-to-time;

(ii) In lieu of contracting with the Franchisee, the owner or occupant of residential premises may personally remove the recyclable materials from his/her premises as set forth in Section 13-2.1(b)(5). The recyclable materials may be deposited in any container made available to the public for the receipt of recyclable materials. Each owner or occupant of a residential premises that elects to self haul pursuant to this subsection, is responsible to

account for all materials removed pursuant to this subsection, by receipt or through some other means. In any removal or deposit of recyclable materials or solid waste in violation of this provision shall be deemed a public nuisance and the owner of the residential premises shall be subject to the provisions of Chapter IX, Article 15.

(c) Each October, the City council shall review on an annual basis, the effectiveness of the City's recycling diversion. If the City determines its citizens are not meeting state guidelines for diversion of recyclable materials, the City council shall amend this Ordinance to provide for those additional programs needed to meet the state requirements.

(~~c~~d) Nothing in this section is intended to prevent any arrangement, or the continuance of an existing arrangement under which payments for garbage collection service are made by a tenant or tenants, or any agent, on behalf of the owner. However, any such arrangement will not affect the owner's obligation as provided herein.

~~(d) Upon reasonable notice from franchisee, owners of single-family residential premises shall comply with such mandatory waste separation requirements, including, but not limited to, separation of solid waste, yard waste and/or recyclable materials as set forth from time to time by franchisee and as approved by the City Council.~~

(e) It shall be the duty of every person in possession, charge, or control of any property within the city to keep such property in a sanitary condition. For the purposes of this section, sanitary condition means all parts of such property are free and clear of any accumulation of combustible or non-combustible garbage or waste.

13-2.3 Collection – Solid Waste (including recyclable materials) ~~/~~ and Yard Waste – Single-Unit Residential – Frequency.

(a) When service is provided pursuant to 13-2.2(b)(i), ~~T~~there shall be at least one ~~solid waste (excluding uncontainerized bulky waste) and yard waste~~recyclable materials' collection per week for all single-unit residential premises.

(b) When service is provided pursuant to 13-2.2(b)(i), ~~U~~uncontainerized bulky waste shall be collected by franchisee upon the request of the generator, at the rate set by franchisee and approved by the City Council.

13-2.4 Collection – Solid Waste (including recyclable materials)~~/~~ and Yard Waste – Multi-Unit Residential ~~and Commercial Premises – Frequency.~~

(a) When service is provided pursuant to 13-2.2(b)(i), ~~F~~franchisee shall collect ~~solid waste and yard waste~~recyclable materials on such days and at such frequencies as the generator or owner and franchisee shall mutually determine, provided that collection shall be performed at least once each seven days.

(b) When service is provided pursuant to 13-2.2(b)(i), ~~U~~upon reasonable notice from franchisee, owners of multi-family residential premises ~~and commercial premises~~ shall

comply with such mandatory waste separation requirements, including, but not limited to, separation of solid waste, yard waste and/or recyclable materials as set forth from time to time by franchisee and as approved by the City Council.

13.2.5 Collection – Solid Waste (including recyclable materials) and Yard Waste – Commerical Premises

(a) Franchisee shall collect solid waste (including recyclable materials) and yard waste from commercial premises on such days and at such frequencies as the generator or owner and franchisee shall mutually determine, provided that collection shall be performed at least once each seven (7) days.

(b) Upon reasonable notice from franchisee, owners of commercial premises shall comply with such mandatory waste separation requirements, including, but not limited to, separation of solid waste, yard waste and/or recyclable materials as set forth from time to time by franchisee and as approved by the City council.

13-2.~~5~~6 Collection – Solid Waste/Yard Waste – Fees.

(a) Any person or business from whom solid waste or yard waste is collected under the provisions of this chapter shall pay to the franchisee, or other persons designated by the City Council to receive the same, such fee as may be set by the franchisee and approved by the City Council by resolution from time to time for said services.

(b) Multi-unit residential premises with five or more units shall be treated as commercial premises for purposes of collection service and fees.

(c) Residential premises of two, three or four units, condominium properties and mobile home parks shall have the option of receiving service and being billed as either individual subscribers with each unit having its own residential service, or as a commercial subscriber with the entire complex receiving commercial service and being billed as one commercial account. Such determination shall be made by the property owner and communicated to franchisee.

(d) A low income fee ~~will~~ may be approved by resolution of the City Council.

(e) Payment of such fees shall be the responsibility of the property owner.

13-2.~~6~~7 Collection – Interference Prohibited.

(a) It is unlawful for any person in any manner to interfere with the collection and/or disposal of solid waste, yard waste, recyclable materials or household hazardous waste by any person authorized by license, franchise or contract to collect and dispose of same.

(b) It is unlawful for any person other than the authorized franchisee designated by the city, or an agent or employee thereof, to remove any item from receptacle once placed for collection by the city or Franchised Hauler.

13-3 Solid Waste

13-3.1 Solid Waste, Yard Waste, Hazardous Waste – Burning. It is unlawful for any person to burn or cause to be burned in the city any solid waste, yard waste or hazardous waste of any kind or nature.

13-3.2 Solid Waste, Yard Waste, Hazardous Waste – Burying. It is unlawful for any person to bury any solid waste, yard waste, except that being actively composted, or hazardous waste at any place within the city, unless otherwise provided in this chapter

~~13-2.4~~ 13.3.3 Solid Waste, Yard Waste – Receptacles.
(a) It is unlawful for any person to keep, accumulate or permit to be accumulated any waste or yard waste, except yard waste being actively composted, upon any lot or parcel of land, or on any public or private place, street, lane, alley, gutter, drain facilities, park, vacant lot, backyard, side yard or front yard, unless the same is in receptacles ~~provided by or approved by franchisee as set forth in this chapter.~~ Such receptacles ~~are to be provided with~~must include close-fitting lids or covers which shall be kept closed at all times, except when necessarily opened to permit solid waste or yard waste to be taken there from or deposited therein.

(b) Every person in possession, charge or control of a residential establishment, boardinghouse, restaurant, hotel, motel, apartment, eating house, lodge hall, club, tourist camp, trailer camp, church, business, or industrial establishment or lot containing more than one dwelling unit or upon which any commercial or industrial occupation is conducted within the city shall provide, or cause to be provided, portable receptacles as determined by the city to contain the amount of waste ordinarily accumulating at such place during the intervals between collections. Such receptacle shall be designated by the city. The containers shall be filled no more than level full and shall have the lids of such portable receptacles kept closed or shall be kept covered if a lid is not available, except when depositing waste, to prevent the loss of any waste material.

(c) On the specified collection days, the receptacles for each party that receives solid waste (including recyclable materials) and yard waste collection services pursuant to this Chapter, shall be placed so as to be readily accessible for removal and emptying of the material contained therein as specified by the franchisee and in compliance with Section of this Municipal Code.

1. Receptacles shall be placed, as required by the Franchised Hauler, within five (5) feet of the public place on collection days and shall be readily accessible for collection.

2. Notwithstanding the provisions of this Chapter, persons storing waste in containers may request the Franchised Hauler to enter upon their residential establishment to collect such containers.

3. Waste shall be enclosed in closable retainers in such a manner so that no portion of the waste shall leak or spill out during the period of storage, prior to, or during its collection.

~~**13-3.4 Solid Waste Solid Waste, Yard Waste – Collection – Exclusive Right.**~~
~~(a) It is unlawful for any person other than the authorized franchisee designated by the city, or an agent or employee thereof, to collect or convey through the streets, alleys or other public thoroughfares of the city any solid waste, yard waste, recyclable materials, or any other matter offensive to the sight or smell, or collect or dispose of the same, and except as otherwise provided by law.~~

~~(b) This section shall not apply to any properly licensed and permitted Landscaping Service, Handyman Service, or Yard Cleanup Service business or individuals providing assistance to senior or incapacitated citizens. Businesses and individuals providing such service shall show proof of lawful disposition of any waste collected and disposed of under this exception.~~

~~(c) Every person who owns, and every person who occupies, any developed real property within the city, whether residential or otherwise shall make an agreement for waste collection with the city or Franchised Hauler.~~

~~(d) Every person requiring collection service pursuant to this Chapter shall apply for such service and shall agree the city shall be held harmless for any loss occasioned by such entry upon such property. Applications for service pursuant to the provisions of the Chapter shall be in the form provided by the franchisee.~~

13-4 Household Hazardous Waste

13-4.1 Household Hazardous Waste Disposal – Owner Obligations.

(a) Household hazardous waste disposed of within the city limits may only be disposed of at a licensed and permitted household hazardous waste collection facility.

(b) No household hazardous waste shall be included in or combined with generator's weekly solid waste or yard waste.

13-5 Transportation of Solid Waste and Other Disposals.

13-5.1 Transportation. In addition to any state or federal requirements, no solid waste, yard waste or hazardous waste of any kind or nature shall be removed and carried on or along the streets and alleys of the city by any person, including franchisee, except when the same is carried, conveyed or hauled in any truck, vehicle or trailer so constructed as to be reasonably dustproof and leak proof, and so arranged as not to permit dust, debris or other matter to sift through, leak onto or fall upon the streets and alleys. The contents of such truck, vehicle or trailer must be further protected with appropriate covers so as to prevent the same from being blown upon the streets, alleys and adjacent lands.

13-5.2 Vehicle Maintenance. Every truck, vehicle or trailer used by franchisee in the collection of solid waste and/or yard waste shall be kept well painted and clean inside and out.

13-5.3 Emergency Removal. Nothing in this chapter shall be deemed to prohibit the removal and hauling by any person other than the franchisee, materials considered by the health officer or police department to constitute a health menace of such a nature as necessary to be ordered by either of the officers to be promptly removed.

13-6 Service Billing

13-6.1 Billing Charges to be a Lien.

(a) All billing for waste collection pursuant to this Chapter, shall be made by the franchisee. All charges shall become delinquent ninety days after billing date.

(b) If the bill remains unpaid after the billing due date the franchisee shall be entitled to a late charge as approved by resolution by the City Council. Franchisee shall provide notice of the late charge on the subsequent bill.

(c) The City will implement a process to collect any delinquent fees the franchisee may hold. The City shall charge an administrative fee to the franchisee for such assistance. The City, in an effort to collect these delinquent fees, may place a lien upon the residential property to which the waste collection services were provided.

13-6.2 Federal and State Law Controlling. The provisions of this chapter shall be subject to changes made in any government contract entered into by the federal government or any state or federal law enacted concerning garbage, rubbish, solid waste, yard waste or hazardous waste disposal in and from public housing units within the city limits.

13-6.3 Violations.

(a) Any person who violates or fails to comply with any of the provisions of this chapter, ~~except the provisions of 13-2.2,~~ on two or fewer occasions within one year shall be guilty of an infraction for each of the first two violations and shall be punished as provided in Chapter 1.2.101.

(b) Any person who violates or fails to comply with any of the provisions of this chapter, except the provisions of 13-2.2, on three or more occasions within one year shall be guilty of a misdemeanor for each subsequent violation after the second violation committed within the one year period and shall be punished as provided in Chapter 1.2.103."

Section 2. Other.

This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published as set forth below.

At least five (5) days prior to its final adoption, copies of this Ordinance shall be posted in at least three (3) prominent and public locations in the City; and a notice shall be

published once in a newspaper of general circulation in the City of Ridgecrest, setting forth the title of this Ordinance, the date of its introduction and the places where this Ordinance is posted. Within fifteen (15) days following final adoption, a summary of the Ordinance with the names of the council members and votes shall be published in a newspaper of general circulation.

Introduced and first read at a meeting of the City Council of the City of Ridgecrest held the 21st day of April, 2010.

PASSED AND ADOPTED at a regular meeting of said City Council held on _____, 2010, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Steven P. Morgan, Mayor

ATTEST:

_____
Rachel J. Ford, City Clerk

3

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:

Introduction and First Reading of an ordinance of the Ridgecrest City Council granting a non-exclusive Taxi Franchise.

PRESENTED BY:

W. Tyrell Staheli, Finance Director

SUMMARY:

The City of Ridgecrest has received a proposal from John Greene to operate a 24 hour taxi service in Ridgecrest and the surrounding areas. Mr. Greene has owned Rosamond Taxi for two years and is currently operating in California City also. The proposed fee schedule is as follows:

$2.50 – flag
$2.50 – per mile
$24.00 – per hour for waiting

Pervious taxi franchises have been required to have a $1000.00 deposit prior to starting operations.

FISCAL IMPACT:

Franchise fee payment from company in the amount of 3% of their gross annual receipts.

Reviewed by Finance Director: W. Tyrell Staheli

Digitally signed by W. Tyrell Staheli
DN: cn=W. Tyrell Staheli, o=City of Ridgecrest, ou=Finance Department, email=tstaheli@ci.ridgecrest.ca.us, c=US
Date: 2010.03.25 11:02:47 -07'00'

ACTION REQUESTED:

Motion to introduce for first reading and approval the ordinance to grant the non-exclusive Taxi Franchise.

CITY MANAGER 'S RECOMMENDATION:

Action as requested:

Submitted by: W. Tyrell Staheli **Action Date:** April 7 2010

ORDINANCE NO. 10-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIDGECREST GRANTING A NON-EXCLUSIVE TAXI FRANCHISE

WHEREAS, the Ridgecrest Municipal Code Section 3-5.403 provides that a non-exclusive taxi franchise to serve customers within all or any portion of the City may be granted by the City Council by ordinance; and

WHEREAS, John Greene, dba Rosamond Taxi ("COMPANY") wishes to operate a taxi service in Ridgecrest; and

WHEREAS, the COMPANY agrees to abide with all provisions of the Ridgecrest Municipal Code and all other relevant State and local laws; and

WHEREAS, the City Council has determined that there is a need for a taxi service in the City of Ridgecrest.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Ridgecrest, California, that:

1. John Greene, dba Rosamond Taxi is granted a non-exclusive taxi franchise pursuant to the Ridgecrest Municipal Code.

2. A $1,000 Deposit shall be required prior to the beginning of any such taxi operations and the deposit shall be credited against the 2010 Franchise Fee.

The City Clerk shall cause a summary of this ordinance to be published.

APPROVED AND ADOPTED this _____ day of April 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Steven P. Morgan, Mayor

ATTEST

_____
Rachel J. Ford, City Clerk

4

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: A Recommendation to Co-Sponsor the Maturango Junction with the Ridgecrest Chamber of Commerce and to make the event, the City of Ridgecrest's Annual Signature Event.

PRESENTED BY: Jim Ponek, Director of Parks & Recreation

SUMMARY:

The Parks, Recreation and Quality of Life Committee is recommending to City Council to co-sponsor the Maturango Junction with the Ridgecrest Chamber of Commerce and to make this event the City of Ridgecrest's Annual Signature Event. The Maturango Junction is now a two day event on a Friday and Saturday, scheduled annually for the third weekend of October. This event is to be held in Freedom Park, the back parking lot area of Kerr McGee Community Center and a portion of Warner Street will be closed.

By agreeing to this recommendation the City of Ridgecrest will be providing the following:

1. Providing General Liability insurance protecting the City of Ridgecrest. The estimated premium cost for insurance through our insurance company Alliance is **$1,400.00** A cost that we must incur if we become a Co-Sponsor to the event. This expense would be budgeted for in the 2010-2011 annual budget. The additional insurance costs for the event will be purchased through fees and revenue generated with the Maturango Junction Event.
2. Providing all in kind facility costs for the event such as Kerr McGee Community Center, Banquet Facilities, Meeting Rooms, Restrooms, Tables/Chairs/Trash Dumpsters, Freedom Park, Hellmers Park, Senior Center, Pinney Pool and Warner Street road closure . In Kind Facility costs are estimated at **$1,600.00**
3. Providing the support of security, traffic control, maintenance staff and recreation staff, the estimated cost of in-kind staffing costs are estimated at **$4,000.00** (part of the estimated annual city's budget for full time staffing making it part of the staff's normal work expectations). Any Over-Time expenses, additional need for part-time staffing or third party employees needed for event would be covered in full by the event.
4. The use of City's electricity and if available City's Generators-Estimated cost of **$500.00**

The Maturango Junction Event will be responsible for all other costs. Please understand that this type of event takes many volunteers, many sponsors and a good turn out to break out even. It can be a wonderful community event, but it takes effort and commitment from each other. That is why the City staff is involved.

The Parks, Recreation & Quality of Life Committee & City Staff are looking for Direction of Approval to move forward to support this event with as much in-kind services as the City can provide without any financial obligation that would affect the budget, making this event the City's Annual Signature Event as a Co-Sponsor with the Chamber of Commerce.

Per Parks, Recreation & Quality of Life Committee "this is the type of event that the committee has been looking to support as the City's Signature Event". Back a few years ago the City Council had discussed funding an event similar to this up to $45,000 per year with the expectation that the event would begin generating enough revenue to help fund itself each and every year.

The Maturango Junction Event group has made a commitment that any profit at the end of the event, will go towards the next annual event. It is estimated that revenue generated by vendors and local businesses from this two day event could be in the amount of approximately $85,000 plus... Great for the Community!!!

FISCAL IMPACT: In-Kind Services in the total amount estimated at **$6,100.00** and a Premium Insurance cost directly to the City at **$1,400.00** making the total amount for the event **$7,500.00.**

Reviewed by Administrative Services Director:

ACTION REQUESTED: To Co-Sponsor the Maturango Junction with the Ridgecrest Chamber of Commerce and to make this event the City of Ridgecrest's Annual Signature Event. To provide Direction to staff to move forward to support this event.

CITY MANAGER/EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Lawrence M. Rose [I support year-to-year approval]

Submitted by: Jim Ponek, Director of Parks & Recreation Action Date: April 21, 2010

5

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:
Joint Resolution authorizing City Management to sign and enter into contract agreement with South California Trane for the construction of a Photovoltaic Solar Energy Production Field.

PRESENTED BY:
Craig Bradley

SUMMARY:

City of Ridgecrest has solicited multiple solar companies to develop and present solutions for a Solar Energy Production Field providing Renewable Energy for the Civic Center Complex. A large amount of research, planning, and deliberation has been devoted to this project over the last year.

City staff has determined that the Photovoltaic Solar Renewable Energy System proposed to be installed at 125 S. Warner (APN-478-010-09 also known as Helmer's Park) will be a viable and practical investment for the City. This system is designed to produce 90% of the Civic Center's current annual electrical power consumption, render over $1.7 million in incentives and renewable energy credits, and decrease the Center's energy bill by more than $136,000 annually.

City staff has reviewed all proposals, contracts, and supporting documents related to the project and recommends the Trane organization's project design for Council and RRA approval.

Additionally studies have determined that the Ridgecrest Redevelopment Agency may invest and fund this Renewable Energy project. Staff recommends that the RRA invest in this project using existing funds OR it may establish internal lending through the utility fund to be repaid utilizing bond revenues. If the Council/RRA so chooses to employ utility funds, subsequent resolutions will be presented to establish lending rates and repayment schedules per the desire of the board.

FISCAL IMPACT:
$3,077,606.00 [To be reviewed by Finance Director]

ACTION REQUESTED:
Ratify Resolution:

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:
Action as requested: Motion to Approve Resolution Harvey M. Rose

Submitted by: Craig Bradley Action Date: April 21, 2010

(Rev. 2-14-07)

RESOLUTION NO. 10-

A JOINT RESOLUTION OF THE RIDGECREST CITY COUNCIL AND REDEVELOPMENT AGENCY RATIFYING AND AUTHORIZING CITY MANAGEMENT TO SIGN AND ENTER INTO CONTRACT AGREEMENT WITH SOUTH CALIFORNIA TRANE FOR THE CONSTRUCTION OF A PHOTOVOLTAIC SOLAR ENERGY PRODUCTION FIELD

WHEREAS, the City of Ridgecrest has solicited South California Trane to develop and present solutions for a Solar Energy Production Field providing Renewable Energy for the Civic Center Complex; and

WHEREAS, the Ridgecrest City Council has determined the site for this Solar Energy Production Field to be located on a three acre portion of City facilities located at 125 S. Warner (APN-478-010-09, also known as Helmer's Park); and

WHEREAS, studies have determined that the Ridgecrest Redevelopment Agency may invest and fund such Solar Energy Production projects; and

WHEREAS, city staff has completed all compliance and bid studies related to this project and recommends solutions developed by the Trane organization; and

WHEREAS, South California Trane has completed development and submitted a proposal and contract for construction;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ridgecrest and the Ridgecrest Redevelopment Agency, does hereby ratify and authorize the City Manager to sign contracts entering into agreement with South California Trane for the construction of a Solar Energy Production Field.

ADOPTED, AND APPROVED, this 21st day of April 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Steven P. Morgan, Mayor

ATTEST:

_____
Rachel J. Ford, CMC
City Clerk

TRANE®

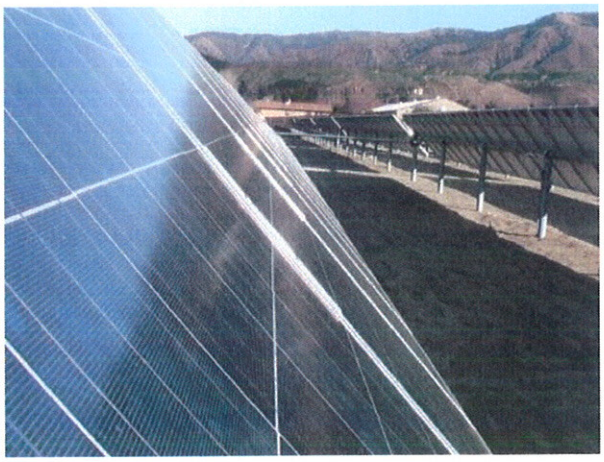
Trane U.S. Inc. and Ingersoll Rand Company

495.9 kW DC Solar Photovoltaic Project

PROPOSAL

for

The City of Ridgecrest, Ridgecrest, California



Presented by:

Harvey Katzen, Senior Account Manager
Trane Comprehensive Energy Solutions

Mike Ketcham, Senior Project Developer
Trane Comprehensive Energy Solutions

March 11, 2010

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Executive Summary

Trane U.S. Inc. is pleased to present a significant renewable energy conservation solution to dramatically assist the City of Ridgecrest move toward attaining its long term energy efficiency goals. The proposed solar photovoltaic project at Helmer's Park will enhance operations by optimizing assets, improve energy efficiency at the City Hall Complex, and generate clean renewable energy for the City while substantially reducing current carbon footprint.

This 495.9 kW DC solar photovoltaic array with be located in an approximately 3-acre site in Helmer's Park, west of the City Hall Complex. The array will consist of 2,156 230-watt photovoltaic panels which will be mounted on Wattsun single-axis trackers and will continually track the movement of the sun, 365 days per year, to maximize electrical generation at the site. The DC electrical energy produced by the panels will be converted to AC current utilizing one Xantrex GT500-480 inverter, also located at the array site. The connection point at City Hall will be the main SCE electrical meter.

The solar photovoltaic array is projected to generate an estimated annual production of 1,085,270 kWh, which is approximately 90% of the current annual electrical consumption at City Hall. Based on this estimated annual electrical production, the California Solar Initiative, as administered through SCE, will provide monthly rebates to the City for the first five years of electrical generation, in the estimated amount of $1,702,049. The total project turnkey investment for the City of Ridgecrest before rebates is $3,077,606.

Included in this proposal is the manufacturer's warranty on the solar PV panels for 25 years, the manufacturer's warranty on the inverter for 10 years, and the install warranty on the entire system for 10 years. These types of solar PV systems have a useful life of 25-40 years.

Trane is not new to sustainable energy solutions and energy efficiency contracting. Trane's proven approach has delivered projects meeting customers' most critical needs including energy efficiency, modernization, improved comfort, reliability and sustainability. This business continues to be Trane's largest business growth area for developing its organization. Today Trane, as a wholly owned subsidiary of Ingersoll Rand (NYSE: IR), provides systems and services that enhance the quality and comfort of buildings around the world while simultaneous improving efficiency, reducing costs and improving one's carbon footprint.

A specialized team of energy efficiency and solar professionals has been assembled according to the specific project criteria contained within this proposal. These highly qualified individuals have the experience and commitment necessary to make the City of Ridgecrest Solar PV Project an overwhelming success.

Sincerely,

Harvey Katzen
Senior Account Manager
Trane Comprehensive Energy Solutions

Detailed Scope of Work

Solar Energy Field (SEF, AKA PV System) Description.

- System Size: 495.9 kW DC STC Rated
- Panels*: 2156 Yingli 230-Watt PV modules (or equivalent)
- Inverter*: One (1) Xantrex GT-500 kW inverter (or equivalent)
- Racking: Wattsun Single Axis Tracking System
- Monitoring Equipment: Energy Recommerce Data Acquisition System, Inverter
- Level, (DAS) (or equivalent)
- Revenue Grade Utility Meter as Required by CSI
- Open Chain-Link Fence, 8', barbed or razor-wire.

* Solar PV Panels and Inverter are to be direct purchased by The City of Ridgecrest, coordinated and construction managed by Trane. Included warranties on these items to be between the City of Ridgecrest and direct purchase agent.

Design. Trane and its subcontractors will design the Solar Energy Facility (SEF) according to local and national applicable building and electrical codes. Trane will provide Owner with all Design Documents being developed. The Design Documents will be stamped by licensed electrical and/or structural engineers as required by local permitting authorities or under applicable laws or regulations. Trane will furnish marked up construction plans noting any changes for input to as-built plans.

Materials. Trane shall purchase and furnish all necessary materials and SEF components as stated in the Design Documents and/or Submittal Package, excluding Solar PV Panels and Inverter(s). Trane and its subcontractors shall integrate and install such materials and components, including Solar PV Panels and Inverter(s), to meet the SEF Description.

Installation. Trane and its subcontractors will complete all required trenching, mechanical, and electrical work required for installation of the SEF within the inclusions and exclusions listed below.

Permitting. Trane and its subcontractors will obtain all required permits, including building permits, necessary for the construction, interconnection, and operating of the SEF. Owner shall provide such assistance as Trane may reasonably request to assist Trane and its subcontractors in obtaining the required permits.

Code. The Work will be built to local and state building code requirements.

Utility Interconnection. Trane and its subcontractors will perform all work and conduct all activities pertaining to the design and installation of the SEF required to interconnect the SEF to the electrical grid.

System QA/QC and Commissioning. Trane and its subcontractors will perform industry standard commissioning procedures, including pre-startup voltage measurements, ground fault checks, polarity checks and fuse checks, post-startup performance checks and general system safety checks.

Inspection and Certification. Trane and its subcontractors will perform all work and conduct all activities required for SEF to pass final inspection according to permit requirements and achieve eligibility for available solar incentives.

Project Assumptions and Exclusions

Project Specific Assumptions: Any invalid assumptions may result in increased cost or delays to the project.

- There will be onsite parking for work crews.
- EMT with die-cast fittings may be used where NEC code allows.
- Inverter(s) will be located within 30 feet of the array field.
- Work hours 7am – 7pm, Monday – Friday.
- There are no special security requirements.
- Trane and is permitted to trench through parking lots, streets, pathways, landscaping and sidewalks. No traffic detours, fees or permitting costs are required for trenching and crossing roadways other than delineators and yellow caution tape.
- Contractor may install underground pull boxes with traffic covers in roadways.
- Soil is not contaminated.
- Heavy equipment can be driven on pavers, asphalt, concrete, and sidewalks.
- Any Asphalt trenching will be capped with 3” of material.
- Building shut down for tie-in to electrical will be during non-normal or off work hours.
- Work and portions there-of can be sub-contracted.
- No restrictions on line of sight of Solar Array by Authority Having Jurisdiction.
- Un-interrupted access to the array field at all times will be provided by Owner.
- There are no special access requirements for the array field by fire department or AHJ’s or maintenance personnel.
- Ground mount holes can be excavated at speed of 20 holes per day by a bobcat with a drill attachment.
- Trenching is 400 linear feet per 8 hour day with a case 410 backhoe or
- All spoils may be dispersed on site; there will be no haul-off of spoils.
- Onsite storage is available.
- Payment and performance bonds are excluded.
- Taxes are included.

Exclusions: this Agreement does not include labor or materials for the following work:

- Any cost associated with municipal design, easement encroachment issues, architectural review, environmental or impact studies, or other specialty permits, including but not limited to, attending any public hearings, notification of neighbors, or additional drawings required.
- Moving Owner’s property around the site.
- Concealed structural damage (dry rot, termites, etc.)
- Failure of surrounding part of existing structure, despite Contractor’s good faith efforts to minimize damage, such as plaster or drywall cracking and popped nails in adjacent rooms or blockage of pipes or plumbing fixtures caused by loosened rust within pipes.
- Repair of damage to roadways, driveways, and parking lots that could occur when construction equipment and vehicles are being used in the normal course of construction other than damage caused by Contractor’s negligence.
- Any expenses incurred to correct pre-existing conditions or code violations.
- Any cost associated with trash removal or cleanup not directly a result of work performed under this contract.
- Upgrading of existing electrical service or systems.
- Damage to equipment (including but not limited to solar panels and inverters)

caused by electrical grid fluctuations unless such damage has been caused by a defective interconnection to the grid.

- All labor related to troubleshooting the installation of the data monitoring system that is a result of problems that arise from the Host Customer's site, including but not limited to, Host Customer's internal communications, networks and firewalls.
- Does not include any painting of conduit or other electrical boxes.
- Installation of any smoke detectors, sprinklers, or life safety equipment that may be required by city/county.
- Meter replacement costs, if any.
- Retention on billings.
- Any re-location of equipment and vegetation in the vicinity of system equipment or components.
- Although utility line locates are included, unidentified underground obstructions and associated costs due to damage or increased work are not included (capped wells, fuel ventilation system, utilities, rocks, branch line or LV conduits, irrigation systems, etc.).
- Temporary construction toilets.
- Construction Water.
- Temporary power.
- Permit fees in excess of $5,000 combined.
- Structural, Geotechnical and Electrical Engineering fees combined in excess of $15,000.
- Any required fencing or cabinet to conceal/protect electrical equipment, other than standard non-privacy 8' chain link fencing around the inverter and array field.
- Storm Water Pollution Prevention Plan or any land drainage requirements.
- Removal of existing equipment or systems.
- Installation of network interface (network drop) for required production data monitoring if data monitoring is included (i.e. the City of Ridgecrest will provide available network interface or accept monthly cellular service cost for data access).
- AHJ requirements above and beyond the NEC Article 690, 2008 edition.
- Preventative maintenance and annual service requirements.
- Snow removal.
- Snow guards.
- Potholing of utilities.
- Landscape repair.
- Contaminated soils/materials disposal.
- Slurry coating or re-stripping of parking lots.
- Repair/replacement of broken or marked pavers, concrete, or asphalt by construction equipment unless due to gross negligence.

City of Ridgecrest - Financial Summary - Photovoltaics - Cash Purchase

3/9/2010

Assumptions

Project Selection	Borrego	
Solar Field Size	496	kW DC
Solar Field Type	Single-Axis	
Buy-Down $	-	
Project Related Capital Costs $	*3,077,606*	
Rebate (5-Year Performance Based) $	0.32	$/kWh
REC Payment	0.01	$ / kWh
Annual System Degradation	1.00%	
Loan	Self Lend	
Financed Interest Rate	0.5%	
Loan Term (Years)	8	
Utility Fund Loan Amount $	3,077,606	
Existing Debt $	430,000	
Inflation	4.0%	
Utility Escalation Rate	6.0%	

Blended Utility Rate	0.1247	$/kWh	[Assumes Option R]
Annual Electric Utility Use	1,210,911	kWh	
Annual Electric Utility Cost $	170,218		
Projected Electric Energy Savings	1,085,270	kWh	
Projected Electric Energy Savings $	135,333		
Percent Utility Reduction	90%		
Annual Maintenance Cost $	*14,877*		

Emissions Impact

25-Year Emissions Reduction Green House Gasses		
Carbon Dioxide (CO2)	11,302,409	Lbs
Methane (CH4)	632	Lbs
Nitrous Oxide (N2O)	99	Lbs

25-Year Emissions Reduction Emissions Affecting Health		
Sulfur Dioxide (SO2)	2,846	Lbs
Nitrogen Oxides (Nox)	4,664	Lbs
Mercury (Hg)	18,991	mgs

Financial Proforma

Customer Status Quo

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Total
Campus Load (kWh)	0	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	**30,272,775**
Operating Costs																						
Annual Utility Cost	$ -	$ 170,218	$ 180,431	$ 191,257	$ 202,732	$ 214,896	$ 227,790	$ 241,458	$ 255,945	$ 271,302	$ 287,580	$ 304,835	$ 323,125	$ 342,512	$ 363,063	$ 384,847	$ 407,937	$ 432,414	$ 458,359	$ 485,860	$ 515,012	**$ 6,261,572**
Annual Maintenance Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Project Related Costs																						
Debt Service / Capital Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Project Related Savings																						
PV Production	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
PV Performance Based Incentive	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Utility REC Payment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Annual Cash flow	**$ -**	**$ 170,218**	**$ 180,431**	**$ 191,257**	**$ 202,732**	**$ 214,896**	**$ 227,790**	**$ 241,458**	**$ 255,945**	**$ 271,302**	**$ 287,580**	**$ 304,835**	**$ 323,125**	**$ 342,512**	**$ 363,063**	**$ 384,847**	**$ 407,937**	**$ 432,414**	**$ 458,359**	**$ 485,860**	**$ 515,012**	**$ 6,261,572**
Cumulative Cash flow	**$ -**	**$ 170,218**	**$ 350,649**	**$ 541,906**	**$ 744,639**	**$ 959,535**	**$ 1,187,325**	**$ 1,428,783**	**$ 1,684,728**	**$ 1,956,030**	**$ 2,243,609**	**$ 2,548,444**	**$ 2,871,569**	**$ 3,214,081**	**$ 3,577,144**	**$ 3,961,990**	**$ 4,369,928**	**$ 4,802,342**	**$ 5,260,700**	**$ 5,746,560**	**$ 6,261,572**	**$ 6,261,572**

Trane Turnkey Contract

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Total
Campus Load (kWh)	-	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	1,210,911	24,218,220
PV Production (kWh)	-	1,085,270	1,074,417	1,063,673	1,053,036	1,042,506	1,032,081	1,021,760	1,011,543	1,001,427	991,413	981,499	971,684	961,967	952,347	942,824	933,396	924,062	914,821	905,673	896,616	19,762,014
Utility Load Remaining (kWh)	-	125,641	136,494	147,238	157,875	168,405	178,830	189,151	199,368	209,484	219,498	229,412	239,227	248,944	258,564	268,087	277,515	286,849	296,090	305,238	314,295	4,456,206
Operating Costs																						
Annual Utility Cost	$ -	$ 34,885	$ 38,413	$ 42,223	$ 46,336	$ 50,774	$ 55,560	$ 60,719	$ 66,278	$ 72,265	$ 78,711	$ 85,648	$ 93,110	$ 101,135	$ 109,761	$ 119,032	$ 128,991	$ 139,688	$ 151,172	$ 163,498	$ 176,725	**$ 1,814,923**
Annual Maintenance Cost	$ -	$ 14,877	$ 15,472	$ 16,091	$ 16,735	$ 17,404	$ 18,100	$ 18,824	$ 19,577	$ 20,360	$ 21,175	$ 22,022	$ 22,902	$ 23,819	$ 24,771	$ 25,762	$ 26,793	$ 27,864	$ 28,979	$ 30,138	$ 31,344	**$ 443,008**
Project Related Costs																						
RDA Debt Service	$ -	$ 393,407	$ 393,407	$ 393,407	$ 393,407	$ 393,407	$ 393,407	$ 393,407	$ 393,407	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,147,255**
Existing RDA Debt Service (Bond)		$ 54,966	$ 54,966	$ 54,966	$ 54,966	$ 54,966	$ 54,966	$ 54,966	$ 54,966	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 439,731**
Project Related Savings																						
PV Performance Based Incentive	$ -	$ 347,286	$ 343,814	$ 340,375	$ 336,972	$ 333,602	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 1,702,049**
Utility REC Payment	$ -	$ 10,853	$ 10,690	$ 10,531	$ 10,373	$ 10,218	$ 10,065	$ 9,915	$ 9,767	$ 9,621	$ 9,477	$ 9,335	$ 9,196	$ 9,058	$ 8,923	$ 8,789	$ 8,658	$ 8,528	$ 8,401	$ 8,275	$ 8,152	**$ 188,825**
Annual General Fund Savings	**$ -**	**$ 478,595**	**$ 481,051**	**$ 483,849**	**$ 487,007**	**$ 490,539**	**$ 164,196**	**$ 171,829**	**$ 179,856**	**$ 188,297**	**$ 197,171**	**$ 206,501**	**$ 216,308**	**$ 226,617**	**$ 237,453**	**$ 248,842**	**$ 260,811**	**$ 273,390**	**$ 286,609**	**$ 300,499**	**$ 315,094**	**$ 5,894,514**
Cumulative General Fund Savings	**$ -**	**$ 478,595**	**$ 959,646**	**$ 1,443,495**	**$ 1,930,502**	**$ 2,421,041**	**$ 2,585,236**	**$ 2,757,066**	**$ 2,936,922**	**$ 3,125,219**	**$ 3,322,390**	**$ 3,528,891**	**$ 3,745,199**	**$ 3,971,816**	**$ 4,209,269**	**$ 4,458,111**	**$ 4,718,922**	**$ 4,992,312**	**$ 5,278,921**	**$ 5,579,420**	**$ 5,894,514**	**$ 5,894,514**

Proforma For Discussion Purposes Only - Statements of Costs and Savings are Preliminary and Estimates Onl

Grid-Connected System: Simulation parameters

Project : **City of Ridgecrest**

Geographical Site	**China Lake Naf**		**Country**	**USA**
Situation	Latitude	35.7°N	Longitude	117.7°W
Time defined as	Legal Time	Time zone UT+8	Altitude	677 m
	Albedo	0.20		

Meteo data : China Lake Naf, NREL TMY3

Simulation variant : **Borrego**

Simulation date 22/02/10 14h54

Simulation parameters

Tracking plane, tilted Axis	Axis Tilt	0°	Axis Azimuth	0°
Rotation Limitations	Minimum Phi	-45°	Maximum Phi	45°
Backtracking strategy	Tracker Spacing	5.50 m	Collector width	1.64 m
Inactive band	Left	0.00 m	Right	0.00 m
Horizon	Free Horizon			
Near Shadings	No Shadings			

PV Array Characteristics

PV module	Si-poly	Model	**YL230P-29b**		
		Manufacturer	Yingli Solar		
Number of PV modules		In series	14 modules	In parallel	154 strings
Total number of PV modules		Nb. modules	2156	Unit Nom. Power	230 Wp
Array global power		Nominal (STC)	**496 kWp**	At operating cond.	439 kWp (50°C)
Array operating characteristics (50°C)		U mpp	369 V	I mpp	1191 A
Total area		Module area	**3522 m²**	Cell area	3148 m²
Inverter		Model	**GT 500-480**		
		Manufacturer	Xantrex		
Characteristics		Operating Voltage	300-600 V	Unit Nom. Power	500 kW AC

PV Array loss factors

Thermal Loss factor	Uc (const)	29.0 W/m²K	Uv (wind)	0.0 W/m²K / m/s
=> Nominal Oper. Coll. Temp. (G=800 W/m², Tamb=20°C, Wind velocity = 1m/s.)			NOCT	45 °C
Wiring Ohmic Loss	Global array res.	11 mOhm	Loss Fraction	3.0 % at STC
Serie Diode Loss	Voltage Drop	0.7 V	Loss Fraction	0.2 % at STC
Module Quality Loss			Loss Fraction	1.5 %
Module Mismatch Losses			Loss Fraction	2.0 % at MPP
Incidence effect, ASHRAE parametrization	IAM =	1 - bo (1/cos i - 1)	bo Parameter	0.05

User's needs : Unlimited load (grid)

Grid-Connected System: Main results

Project : **City of Ridgecrest**

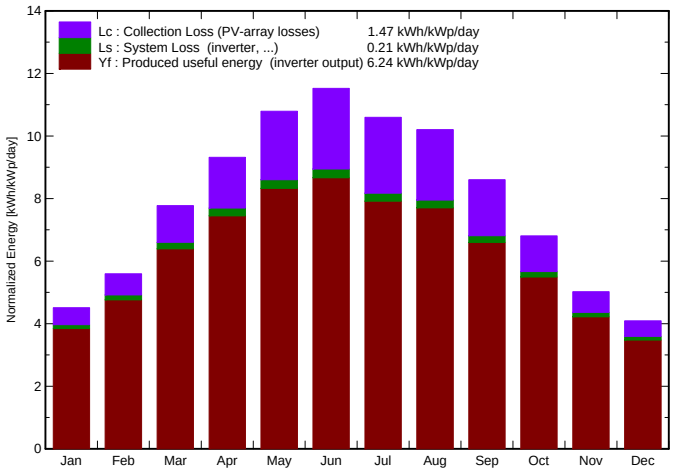
Simulation variant : **Borrego**

Main system parameters	System type	**Grid-Connected**		
PV Field Orientation	tracking, tilted axis, Axis Tilt	0°	Axis Azimuth	0°
PV modules	Model	YL230P-29b	Pnom	230 Wp
PV Array	Nb. of modules	2156	Pnom total	**496 kWp**
Inverter	Model	GT 500-480	Pnom	500 kW ac
User's needs	Unlimited load (grid)			

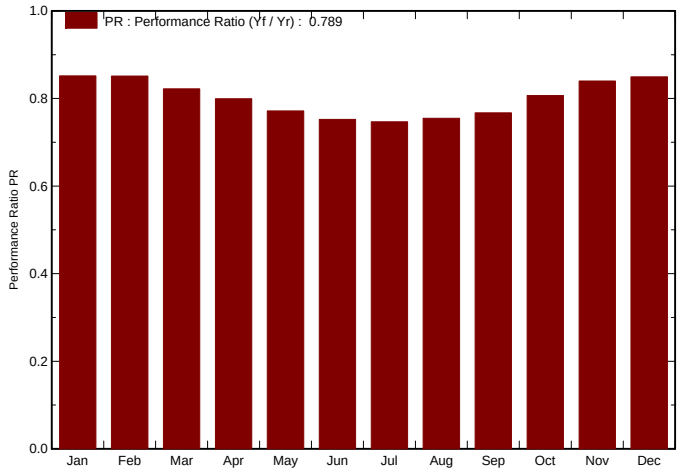
Main simulation results

System Production	**Produced Energy**	**1130 MWh/year**	Specific prod.	2279 kWh/kWp/year
	Performance Ratio PR	78.9 %		

Normalized productions (per installed kWp): Nominal power 496 kWp



Performance Ratio PR



Borrego

Balances and main results

	GlobHor	T Amb	GlobInc	GlobEff	EArray	E_Grid	EffArrR	EffSysR
	kWh/m²	°C	kWh/m²	kWh/m²	kWh	kWh	%	%
January	98.9	6.63	139.9	135.0	61033	59091	12.39	11.99
February	112.6	8.37	156.7	152.4	68297	66131	12.38	11.98
March	173.4	12.95	241.0	236.5	101513	98245	11.96	11.58
April	209.2	18.00	279.5	275.2	114480	110809	11.63	11.26
May	250.2	23.56	334.5	330.3	132247	127983	11.23	10.86
June	256.5	28.70	345.6	342.1	133108	128907	10.93	10.59
July	245.3	30.60	328.5	324.9	125683	121674	10.86	10.52
August	229.6	28.93	316.3	312.4	122293	118379	10.98	10.63
September	184.2	26.18	258.0	254.1	101361	98178	11.15	10.80
October	148.5	17.46	211.0	206.3	87155	84424	11.73	11.36
November	103.2	9.65	150.7	146.0	64873	62796	12.22	11.83
December	87.0	6.23	126.9	122.0	55260	53467	12.36	11.96
Year	2098.7	18.16	2888.8	2837.3	1167302	1130085	11.47	11.11

Legends:				
	GlobHor	Horizontal global irradiation	EArray	Effective energy at the output of the array
	T Amb	Ambient Temperature	E_Grid	Energy injected into grid
	GlobInc	Global incident in coll. plane	EffArrR	Effic. Eout array / rough area
	GlobEff	Effective Global, corr. for IAM and shadings	EffSysR	Effic. Eout system / rough area

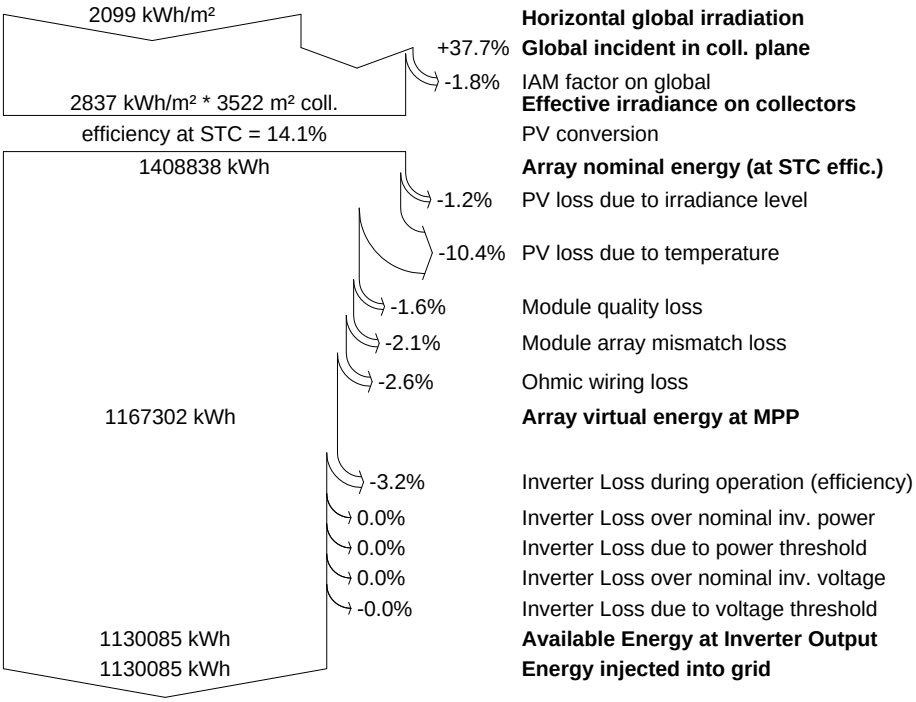
Grid-Connected System: Loss diagram

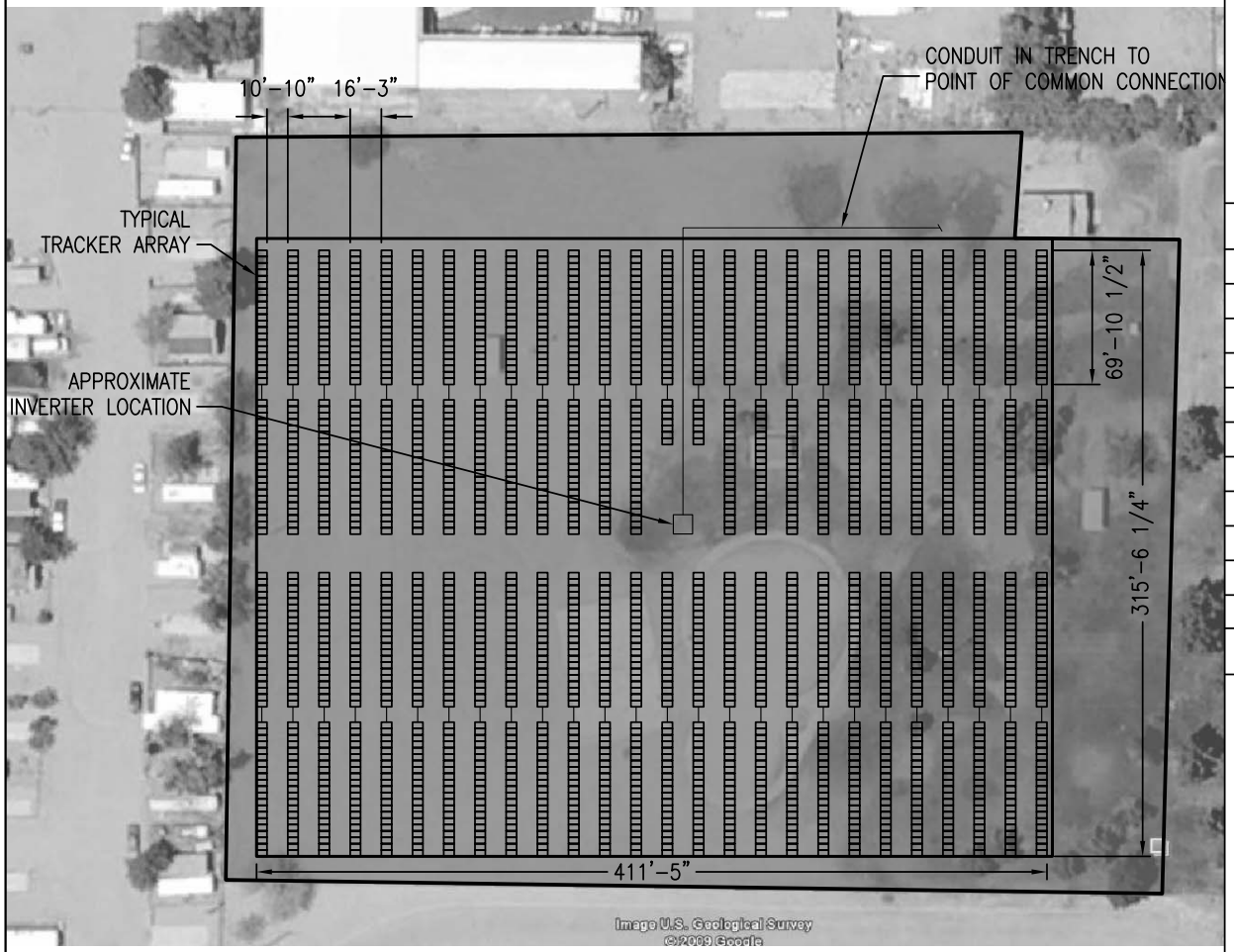
Project : **City of Ridgecrest**

Simulation variant : **Borrego**

Main system parameters	System type	**Grid-Connected**		
PV Field Orientation	tracking, tilted axis, Axis Tilt	0°	Axis Azimuth	0°
PV modules	Model	YL230P-29b	Pnom	230 Wp
PV Array	Nb. of modules	2156	Pnom total	**496 kWp**
Inverter	Model	GT 500-480	Pnom	500 kW ac
User's needs	Unlimited load (grid)			

Loss diagram over the whole year





CLIENT INFO

OWNER
RIDGECREST
–
–
100 W. CALIFORNIA AVE
RIDGECREST, CA 93555

PROPOSAL SPECIFICATIONS

SYSTEM SIZE (DC)	495.9 KW
SYSTEM SIZE (AC)	423.8 KW
MODULES	(2156) YINGLI YL230P-29b
TILT ANGLE	TRACKER
AZIMUTH	NA
INVERTER(S)	(1) XANTREX GT500-480
RACKING	SINGLE AXIS TRACKER
RACKING DETAILS	TRACKER EAST TO WEST
NUMBER OF SUB ARRAYS	104
NUMBER OF 3x1 ASSEMBLIES	NA
NUMBER OF 4x1 ASSEMBLIES	NA

PROPOSAL NOTES

1. SCOPE OF THIS DRAWING: A PRE-CONTRACT ESTIMATE OF POTENTIAL SOLAR ARRAY SIZE AND LOCATION
2. ALL DIMENSIONS SPECIFIED HERE ARE FOR REFERENCE ONLY; DO NOT SCALE THIS DRAWING. CONFIRM KEY DIMENSION IN THE FIELD BEFORE BEGINNING INSTALLATION. PROPER DIMENSION FOR THIS ROOFTOP AND BUILDING SHOULD BE OBTAINED FROM THE CUSTOMER
3. THIS PHOTOVOLTAIC INSTALLATION SHALL BE INSTALLED IN ACCORDANCE WITH THE EDITIONS OF THE UNIFORM BUILDING CODE (UBC), THE NATIONAL ELECTRICAL CODE (NEC), AND ANY LOCAL BUILDING CODES CURRENTLY BEING ENFORCED BY THE AUTHORITY HAVING JURISDICTION (AHJ).

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WWW.BORREGOSOLAR.COM

RIDGECREST
100 W. CALIFORNIA AVE.
RIDGECREST, CA 93555

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
0A	01/22/10	BFT	DT	PROPOSAL
0B	03/09/10	BFT	NW	PROPOSAL

SCALE 1/64"=1'

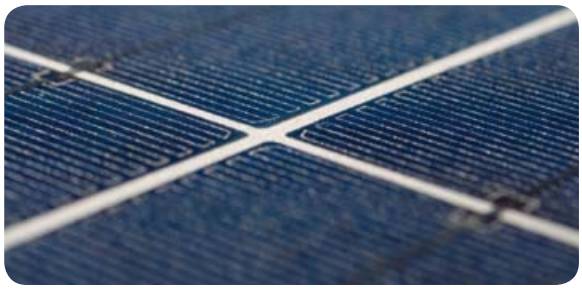
PV-1

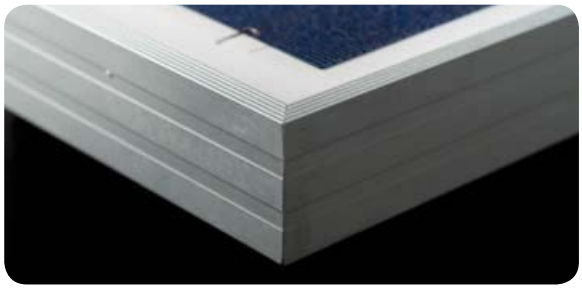
PROPOSAL LAYOUT

C:\Documents and Settings\btom\My Documents\Proposals\Ridgecrest\PRE-SALES\PV-1_ProposalLayout.dwg – Mar 09, 2010, 2:42pm – btom

YL230P-29b/1650x990 Series

YL230P-29b . YL220P-29b . YL210P-29b . YL200P-29b





ABOUT YINGLI SOLAR

Yingli Solar is a vertically integrated manufacturer of solar photovoltaic modules. Under one roof we manufacture our ingots, wafers, cells and modules. This ensures that we can tightly control our material and production quality, offering our customers leading product durability and sustainable performance backed by our 25 year limited power warranty*.

PERFORMANCE

>> High efficiency, polycrystalline solar cells with high transmission and textured glass delivering a module series efficiency of up to 14.1%, minimising installation costs and maximising the kWh output of your system per unit area.

>> Power tolerance of +/-3% minimising PV system mismatch losses.

QUALITY & RELIABILITY

>> Robust, corrosion resistant aluminium frame independently tested to withstand wind loads of 2.4KPa ensuring a stable mechanical life for your modules.

>> Take confidence in our modules with a 5 year limited product warranty and a 25 year limited power warranty*.

>> Modules protected by box during transportation and with 18 modules in a box on-site waste is minimised.

>> Modules independently tested to ensure conformance with certification and regulatory standards.

>> Manufacturing facility certified to ISO9001 Quality Management System standards which qualified by TÜV Rheinland.

WARRANTIES

5-year limited product warranty*

Limited power warranty*: 10 years at 90% of the minimal rated power output, 25 years at 80% of the minimal rated power output

QUALIFICATIONS AND CERTIFICATES

Safety Class II , ISO 9001 , Certificate of N&R Energy Center (Korea)

* In compliance with our Warranty Terms and Conditions

YL230P-29b/1650x990 Series

ELECTRICAL PARAMETERS

Electrical parameters at STC (1000 W/m², 25°C, AM 1.5 according to EN 60904-3)

Module type		YL230P-29b	YL220P-29b	YL210P-29b	YL200P-29b
Power output	[W]	230.0	220.0	210.0	200.0
Power output tolerances	[%]	+/- 3	+/- 3	+/- 3	+/- 3
Module Efficiency	[%]	14.1	13.5	12.9	12.2
Voltage at Pmax. V_{mpp}	[V]	29.5	29.0	28.5	28.5
Current at Pmax. , I_{mpp}	[A]	7.80	7.59	7.37	7.02
Open circuit voltage V_{oc}	[V]	37.0	36.5	36.0	36.0
Short circuit current I_{sc}	[A]	8.40	8.15	7.95	7.68
Max. System Voltage	[V]	1,000 VDC			

Parameters of the thermal characteristics

Nominal Operating Cell Temperature (NOCT)	[°C]	46 +/- 2
Temperature coefficient of the short circuit current I_{sc}	[%/K]	+ 0.06
Temperature coefficient of the open circuit voltage V_{oc}	[%/K]	- 0.37
Temperature coefficient of the MPP power P_{mpp}	[%/K]	- 0.45

MECHANICAL PARAMETERS

Dimensions (length [mm]/width [mm]/thickness [mm])	1650/990/50
Thickness with junction box [mm]	50
Weight [kg]	19.8
Junction box (manufacturer/material/number of diodes)	CIXI/PPO/6
Junction box dimensions (length/width/depth [mm])	151/122/25
Positive cable (manufacturer/length [mm]/cable cross-section [mm²])	CIXI/1200/4
Negative cable (manufacturer/length [mm]/cable cross-section [mm²])	CIXI/1200/4
Plug connector (manufacturer)	CIXI/UV resistance and self-locking/IP65
Front cover (material/thickness [mm])	Tempered Glass, 3.2mm
Cell type (quantity/technology)	60 / polycrystalline / 156 x 156
Encapsulation material	Ethylen Vinyl Acetate (EVA)
Rear cover (material/thickness [mm])	TPT/0.35
Frame (material)	robust anodized aluminium alloy

OPERATING CONDITIONS

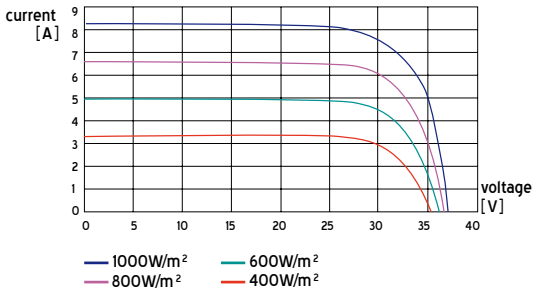
Operating temperature [° C]	- 40 to + 85
Max. wind load [Pa]	2.4K

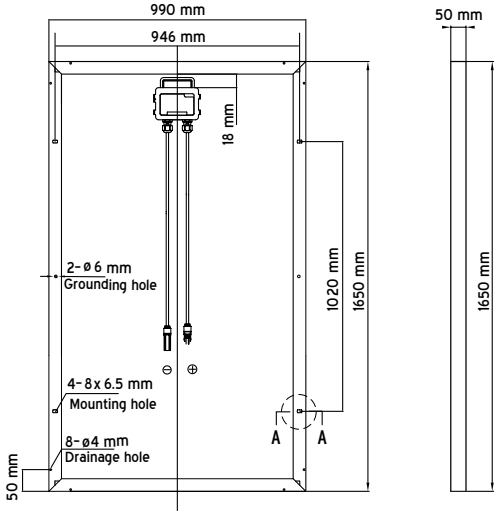
PACKAGING

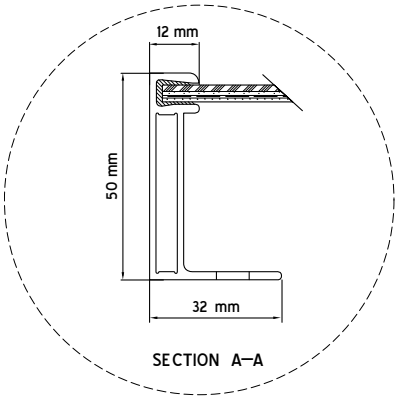
Number of modules per box	18
Box size (length [mm]/width [mm]/depth [mm])	1700 / 1120 / 1020
Box Gross weight in Kg	416
Boxes per pallet	1

* The data does not refer to a single module and they are not part of the offer, they serve for comparison only to different module types.

IV CURVES







Electrical equipment, check with your installer

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commerce@yinglisolar.com
0086-(0)312-8929802

Subject to modifications and errors

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DS-YL230P-29b-KO-EN-20090lv02(YL)

YINGLI SOLAR
Power Your Life

Xantrex™ GT100, GT250, GT500

Utility Scale Commercial

www.xantrex.com/threephase

Xantrex is becoming Schneider Electric

Our evolution to Schneider Electric, the global specialist in energy management, re-affirms our commitment to provide you with innovative solutions, best-in-class customer service, and exceptional quality in everything we do. We are proud to be your partner, and we are dedicated to helping you make the most of your energy.

We're not just providing power. We're redefining sustainable energy.

Renewable Portfolio Standards are pushing utilities to deploy large-scale solar power plants. These systems need to be simple to install, commission, and service to meet the ever increasing energy requirements of utilities and businesses around the world.

Xantrex GT Series are the inverters that truly make the grade.

Want to know more? Just flip this page.

Xantrex™ GT100, GT250, GT500

Redefining sustainable energy

xantrex™

What you want to know:

GT Series inverters are easy to install:

Fully integrated package for GT100 and GT250 and easy connection of GT500 sections

- To reduce installation costs, the GT100 and GT250 come in a single ackage with sub-array combiner options.
- Flexible busbars that come with GT500 ensure easy connection between inverter and transformer boxes.

Front access

- Zero clearance on the side and back of the GT Series reduce overall footprint and provide installation flexibility. NEC mandated spacings are included.

AREA (SQ FT) (INCLUDING NEC SPACINGS)	XANTREX
100 kW	21.4
250 kW	28.8
500 kW	51.4

Flexible venting options

- Xantrex GT Series can be vented to a standard heating duct system to remove hot air from the inverter cooling system.

Inverters can be placed indoors without heating loads or additional air conditioning.

GT Series offers superior performance and efficiency:

Higher efficiency increases kWh production for a given sized array or reduces the array size for a given kW output

- Competitive CEC efficiency

100 kW	96%
250 kW	96%
500 kW	96.5% to 97% (est)

GT Series inverters offer increased reliability:

Closed design for air cooling does not require filters which require maintenance

Industrial grade design includes zinc coated steel with a powder coat for corrosion resistance

Use of busbars and engineered cable connections reduce failure points from thermal cycling

Inverters are designed to prevent obsolescence - key components such as control boards and front panel displays are backwards compatible with older inverters

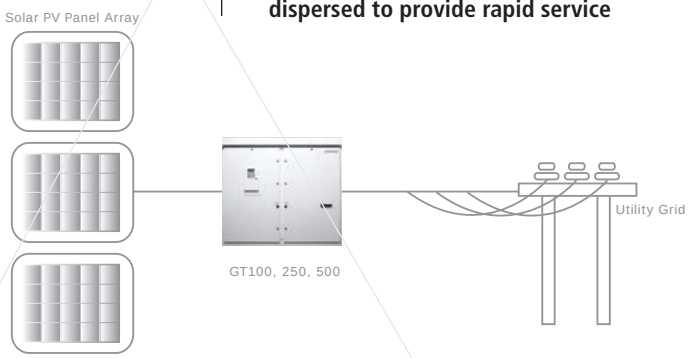
Superior after sales service offering comes with every inverter:

All GT Series inverters are backed by a standard 5 year warranty with a 10 or 15 year optional extended warranty available

Preventative maintenance programs are available

Optional uptime guarantee available

Largest field service team in the marketgeographically dispersed to provide rapid service



www.xantrex.com/threephase

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About Array Technologies

Array Technologies, Inc., is the leading manufacturer of active solar tracking systems. Homeowners, small businesses, and corporations worldwide use our tracker drives, electronic tracking controls, and consult with our solar electric experts. Our products and services are used for the following purposes:

Wattsun™ AZ-225 Dual Axis Tracker Capacity of over 3 kW of PV's.

- Utility scale PV systems
- Grid-tie residential
- Grid-tie commercial
- Off-grid remote homes
- PV solar water pumping systems
- Exposure testing laboratories
- Telecommunications systems
- Museum and art exhibits
- Small-scale concentrator PV systems
- Indoor day lighting systems

Wattsun™ AZ-225 Single Axis Tracker. 2.4 kW Residential installation.

For more information
about Wattsun™ Solar Trackers contact:

Dealer information here.

Array Technologies, Inc.
3312 Stanford NE
Albuquerque, NM 87107

Tel: 505.881.7567 / Fax: 505.881.7572
Email: sales@wattsun.com
URL: www.wattsun.com

WATTSUN™
SOLAR TRACKERS

WATTSUN™
SOLAR TRACKERS

For efficient, renewable energy systems.

Array Technologies, Inc.

Visit us at: www.wattsun.com

Intelligent Solar Tracking Systems

MAXIMUM POWER PRODUCTION.
Sensible choice.

With a Wattsun™ Solar Tracker your PV system finally achieves its maximum power production. That's because *all day long* Wattsun Trackers automatically move your PV array to precisely aim at the sun. Your Wattsun Tracker can produce up to 40% more power annually than with a fixed array mount, depending on where you live. That makes Wattsun Trackers the most sensible and economical choice.

Wattsun™ AZ-225 Solar Trackers

INDEPENDENT POWER.
Renewable and efficient.

Whether powering your home or pumping water, Wattsun Trackers provide power where and when you need it. Wattsun Trackers even harvest the sun's energy when fixed arrays can't: early in the morning when your batteries are at their lowest, as well as, late in the afternoon, when electric demand might be at its peak.

QUALITY DESIGN.
High tech products.

For very large commercial and utility scale PV systems, **Array Technologies** offers single axis *Horizontal-Axis Trackers.* and *Fixed Tilt Azimuth Trackers*. They are well suited for high-density, large scale utility PV projects.

For medium-to-large residential and commercial PV systems, **Array Technologies** manufactures *Azimuth Trackers*. The azimuth tracker gear drive rotates the PV array on the pole mount so the bottom edge of the array always remains parallel to the ground. The result: exceptional stability in the wind. The dual axis option enables automatic up-and-down movement. Dual axis azimuth trackers completely capture all the power the sun delivers.

Wattsun™ 2.4 kW AZ-225 in Goshen, Indiana

WATTSUN™
SOLAR TRACKERS

SUPERIOR PERFORMANCE.
Durable construction.

Environmentally-friendly, Wattsun active trackers are guided by a patented, optical sun-sensing device, which dramatically outperforms passive tracking systems. Solid state electronic design and positive drive mechanisms insure consistent operation in extreme temperatures and windy conditions.

Wattsun™ AZ-225, Reno, Nevada

Each tracker frame is precisely engineered for strength and rigidity, fabricated from corrosion-resistant structural aluminum and easily assembled onsite.

BIG REWARD.
Little effort.

Manufactured from the finest quality materials, Wattsun™ Trackers are easy to install, easy to operate and inexpensive to maintain. For more information, visit us on the web at wattsun.com or talk to your local solar electric dealer.

Rate Option R (Renewable)

for Commercial and Industrial Customers

Fact Sheet

Offset the cost of installing the technology you need to generate clean, renewable energy, so you can enjoy the financial and environmental benefits of producing and consuming your own electricity.

OVERVIEW

Southern California Edison's (SCE) Option R (Renewable) rate option is a time-of-use rate for customers with installed renewable energy generation systems.

Option R is applicable to the following rates:

- GS-2
- TOU-GS-3
- TOU-8

OPTION R FEATURES AND BENEFITS

The Option R rate structure has no on-peak or mid-peak demand charges, and the Facilities-Related Demand (FRD) charges are reduced in exchange for higher on-peak and mid-peak energy charges.

Option R is beneficial to customers with installed solar or other renewable energy generating systems, because it helps to offset the costs associated with renewable energy generating system installations by reducing the impact of the intermittent nature of solar generation. Option R also encourages off-peak electricity usage. Using your own renewable power generation during on-peak hours and shifting usage to off-peak hours will help you save money throughout the lifecycle of your renewable energy generating system.

ELIGIBILITY

Option R is for customers:

- With demands greater than 20 kilowatts but not exceeding (4) megawatts
- Who install, own or operate solar, wind, fuel cells and other eligible on-site Renewable Distributed Generation Technology systems with net capacities 15% or greater than the customer's annual peak demand recorded over the previous 12 months.

Eligible renewable energy generation technology systems are defined by the California Solar Initiative (CSI) or the Self-Generated Incentive Program (SGIP).

Participation in Option R is limited to a cumulative installed distributed generation output capacity* of 150 megawatts for all eligible rate groups in SCE's service area (for example, medium and large power).

RESOURCES

For details about how to participate in Option R, contact your SCE Account Representative, or visit us online at ***www.sce.com***.

* Please refer to the applicable rate tariffs for details on determining the output capacity of a customer's renewable energy generating system.

This information is meant as an aid to understanding SCE's Option R. It does not replace the CPUC-approved tariffs. Any inconsistencies between this material and SCE's tariffs are unintended, and the tariffs prevail. Please refer to SCE's Tariff Books at *www.sce.com/AboutSCE/Regulatory/tariffbooks/ratespricing* for a complete list of terms and conditions of service.

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An *EDISON INTERNATIONAL®* Company

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NR-1501-V1-1009

Comparison of Tracked vs. Fixed Mounts

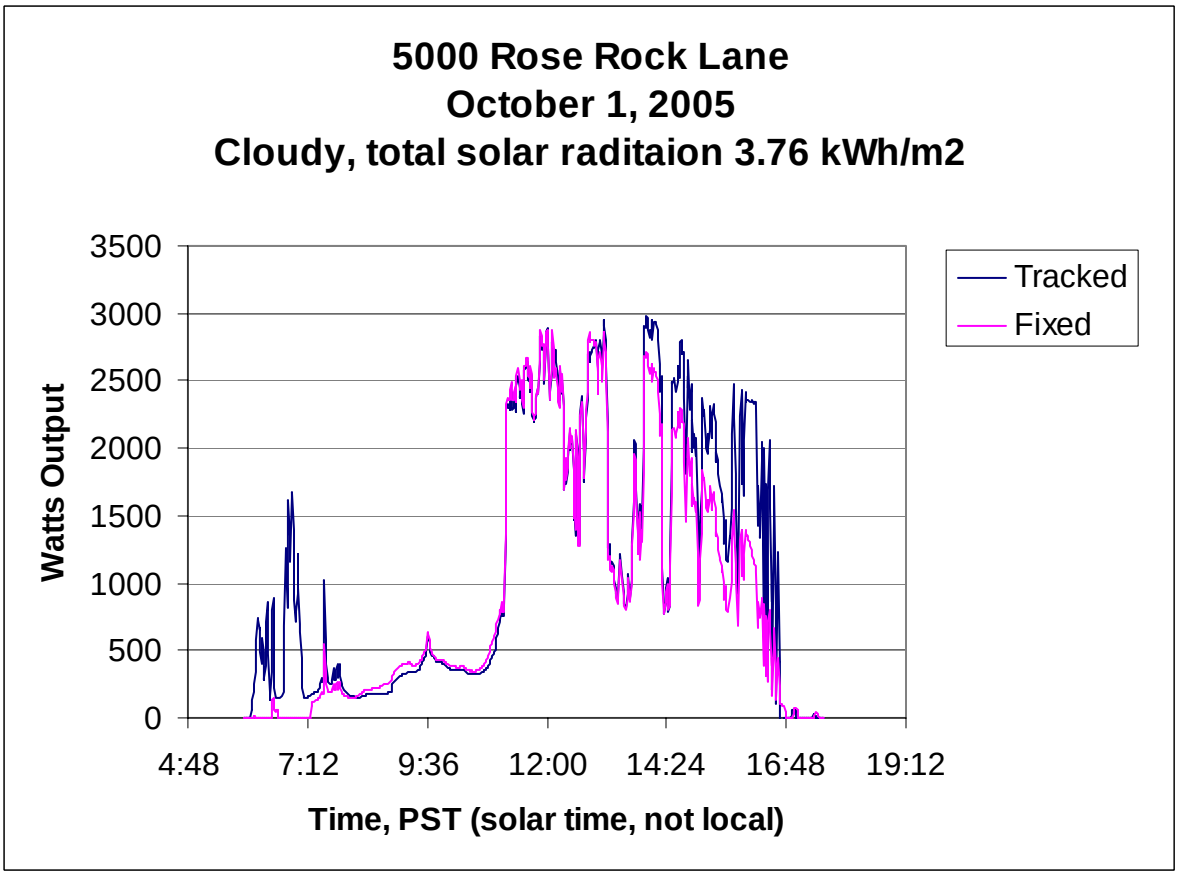
John C. Sagebiel, 5000 Rose Rock Lane, Reno, NV 89511

This comparison is based on my system which consists of two identical arrays each with 18 KC-120 panels tied in series and a PV Powered 2800-XV inverters. The inverters each are separately datalogged and thus the power outputs can be compared.

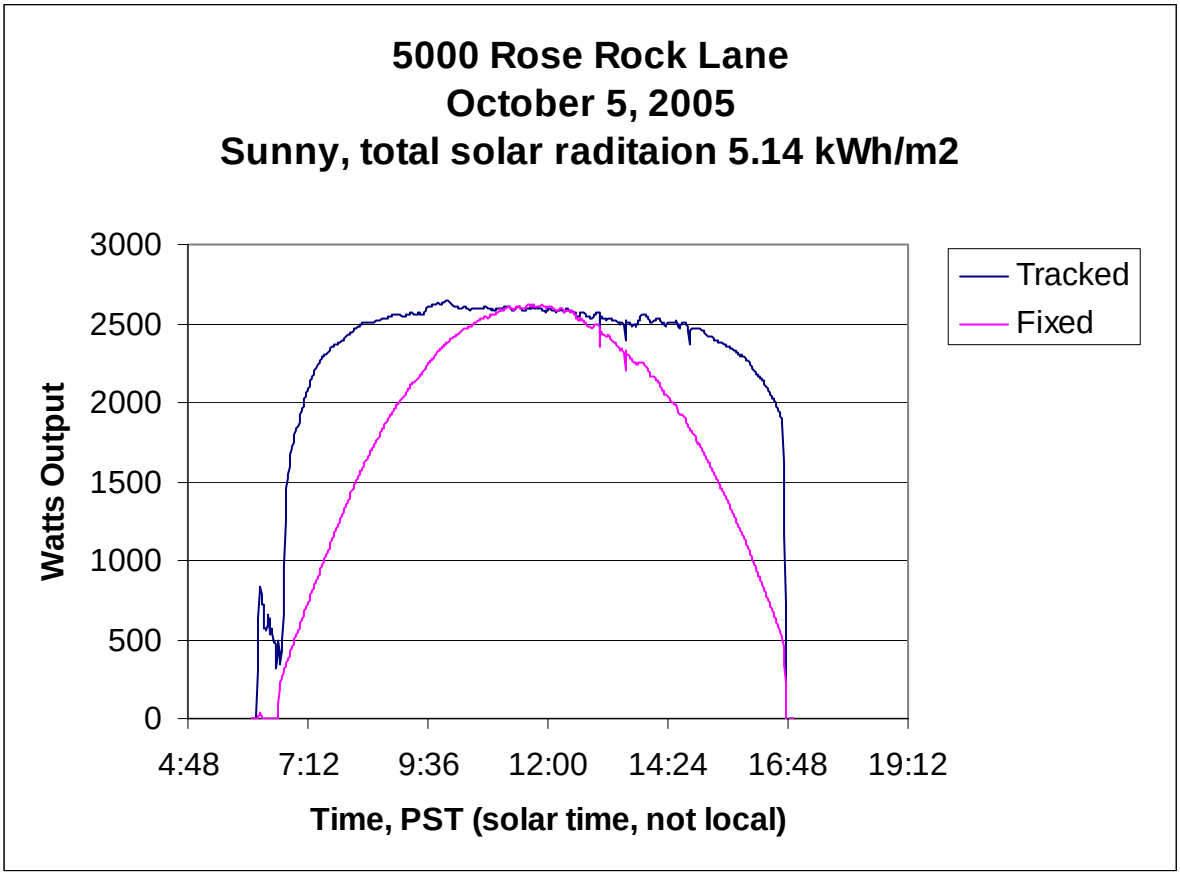
This comparison was run for one week, starting the morning of October 1, 2005 and ending October 8, 2005. This week offered some interesting weather with several bright sunny days and several with significant cloud cover.

In addition to the total power output for the week, details of two very different days will be presented. These days are October 1 and 5, 2005. On October 1 there was significant cloud cover and the total solar radiation totaled 3.76 kWh/m^2. In contrast, October 5 was sunny with 5.14 kWh/m^2 solar radiation.

On October 1, the tracked array produced 9.7 kWh vs. 8.3 kWh for the fixed array. This means that the "benefit" of tracking about 18%. That is calculated as the difference divided by the value of the fixed array. This is presented graphically in the following figure which graphs the output over time.



October 5th showed a very different pattern. The output of the tracked array was 19 kWh while the fixed array was 14 kWh. This represents a benefit from tracking of over 30%. This is presented graphically in the following figure. The two figures present two very different days. On Oct 1, most of the time the power output almost exactly matches between the two arrays. This makes sense since on cloudy days the light is very diffuse and the tacker probably cannot find a single strongest point in the sky since almost isn't one. In contrast, the October 5th graph shows a very clear advantage to the tracker. The fixed array shows a nearly bell shaped distribution of output over the day while the tracking array reached a nearly constant output earlier and holds it later.



Summary

Over the entire week the benefit from tracking was 27%. Several things affected this. This week had several very cloudy days which the above analysis shows decreases the advantage of tracking over fixed arrays. Secondly, this comparison was carried out near the equinox, which means the fixed array at latitude is at its most efficient during this time of year.

Comparing this to NREL's *PVWATTS* model provides some insight. If we look at the modeled output for the month of October, the model shows a benefit of 30% from tracking over fixed mount for the same array. This is very close to the actual value for the week of 27%. If we can trust the model, then on an annual basis, this system should

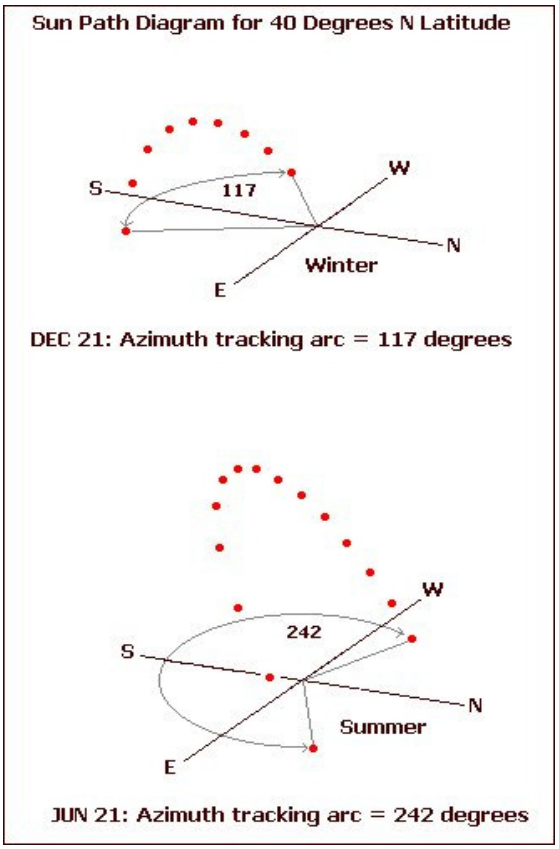
produce 42% more power than an identically sized fixed array. More importantly, the tracking array makes more use of the inverters. The fixed array only uses the full output of the inverter for a few hours per day while the tracking array uses the inverters at near peak use for a much larger part of the day.

THE WATTSUN TRACKING ADVANTAGE: A CASE STUDY IN SPRINGFIELD, MO.

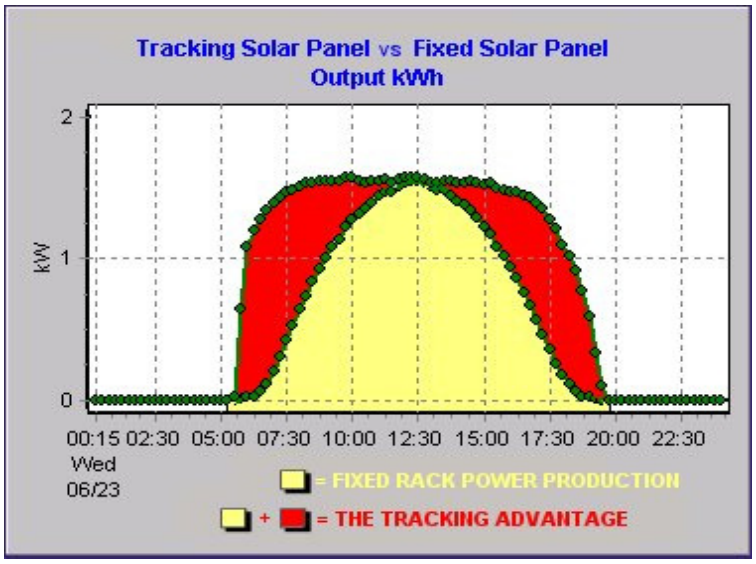
A Wattsun Azimuth Tracker points at the sun all day long. Our Azimuth Trackers rotate on the mounting pole and track the sun from sunrise to sunset. The picture above is an installation of a Wattsun Azimuth Tracker compared to an identical array on a fixed rack. This photo was shot near sunset in the summertime. Notice that the modules on the fixed rack are shaded while the tracker is still following the sun and harvesting power.

The chart on the right illustrates this point. Daylight is at a minimim during the Winter and at a maximum during the Summer. The arc of the sun is smallest in the Winter and longest in the Summer. Wattsun Trackers exploit all the available solar power.

The Tracking Advantage results in improvements of 24% in the Winter and 42% in the Summer. **In July, a fixed rack system would have to have a 42% larger solar array to match an array equipped with the Wattsun Solar Tracker Advantage!**



TRACKING: EXPLOITING THE LONG DAYS OF SUMMER.



Data collected for June 23, 2004. Springfield, MO. Merge of two graphs.

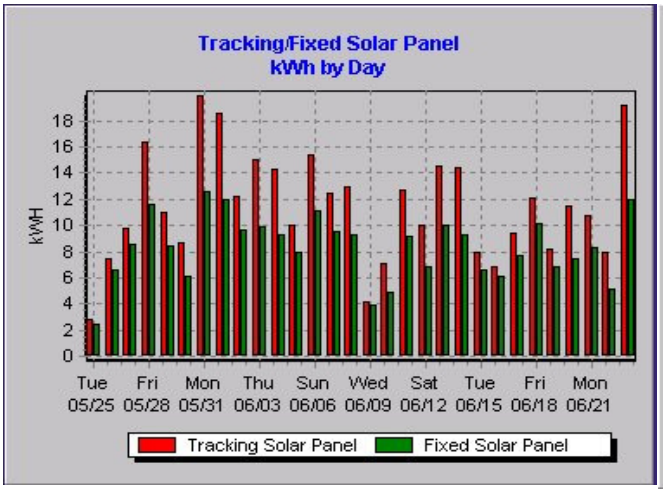
The information presented here is from an installation in Springfield, MO. You can access daily, weekly and monthly power production data from two identical PV arrays. One is fixed and other equipped with the Wattsun Dual-Axis Tracker.

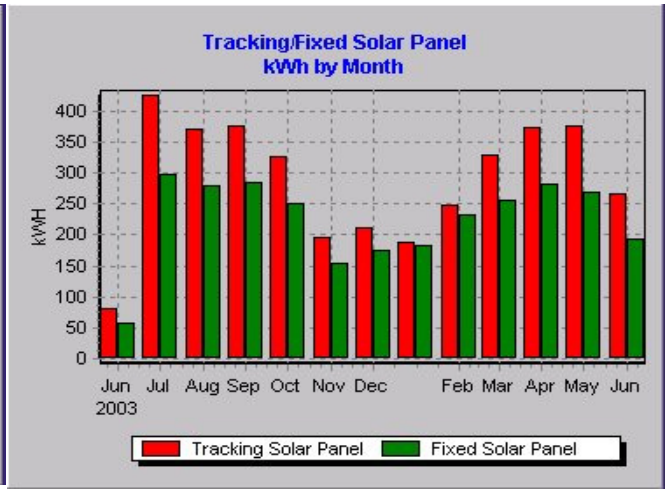
The link to the online preformance data:
City Utilities: Springfield, MO

The graphs are "screen shots" of the City Utilities web page provided by:
Enerwise Global Technologies
The graph on the left is a combination of fixed and tracking data images.

The graph above is a combination of the power curves for two identical arrays. One array is fixed and the other is on a Wattsun Dual-Axis Tracker. The power curves are typical of a clear, cloudless summer day. The yellow area under the smaller bell curve represents the delivered energy by the fixed rack. The area under the larger curve (red plus the area in yellow) is the power delivered by the tracked array. The tracked array increases the delivered power by 40%. **The fixed array would have to be 40% larger to match the output of the tracker.**

Comparison of the power curves is important for another reason. The tracked array delivers peak output for about ten hours and the fixed array peaks for only two hours. The tracker provides maximum output from 7:30 to 5:30 while the fixed array only peaks from 11 to 1. **The tracked array maintians full power five times longer than the fixed array.**





8.0 Environmental Benefits

TRANE

ENVIRONMENTAL BENEFITS OF YOUR 495.9 KW SYSTEM

Our Planet

The emission of carbon dioxide and other green house gases enhances the heat trapping properties of the Earth's atmosphere and in turn causes a global increase in the Earth's temperature. The term global warming simply means that the global climate is warming.

Fossil fuel burning is arguably the largest contributor of global warming and it just so happens that 72% of America's energy comes from fossil fuel burning power plants. By generating your own solar power you will be doing your part to significantly reducing your personal contribution to global warming and lessening America's dependence on fossil fuels. Not to mention the reduction in air polluting chemicals and particulate matter that cause harm to all living organisms and the natural environment.

By installing a solar electricity system, you will be doing your part to reduce global warming, air pollution, natural disasters and ultimately preserve our planet. The following are the benefits of your system over the first 30 years of production.

Impact on Global Warming Emissions

Carbon Dioxide (CO_2) is a major contributor to global warming.
Your solar system will reduce Carbon Dioxide emissions by 45,277,962 lbs.
- This is equivalent to 46,113,606 vehicle miles not traveled.
- This is equivalent to planting 112,369 mature trees.

Impact on Fossil Fuel Consumption

Americans emit about 15,000 pounds of Carbon per person annually making us the world's largest per capita contributor to global warming. 82% of these emissions are the result of burning fossil fuels for either automobiles or generating electricity.
Your system will conserve the burning of 67,091 barrels of oil.

Impact on Polluting Emissions

Nitrogen Oxides are a major contributor to smog and air induced respiratory problems.
Your system will reduce Nitrogen Oxide emissions by 7,438 lbs.
Nitrogen and Sulfur Oxide are the primary components of acid rain.
Your system will reduce Nitrogen and Sulfur Oxide emissions by 8,182 lbs.

Trane U.S. Inc. makes no guarantees in regards to the accuracy of Environmental Benefit calculations.

AGREEMENT NO.
between
CITY OF RIDGECREST
and
Trane U.S. Inc
for 495.9 kW DC Solar Photovoltaic System
at Helmer's Park

As of April 21, 2010, City of Ridgecrest, herein "CITY", and Trane US, Inc, herein "CONTRACTOR", agree as follows:

ARTICLE 1 - GENERAL

Section 1 – Scope of Work

CONTRACTOR will furnish certain services and work designed to improve facilities owned by the CITY (and more fully described below).

Section 2 – Payment

(a) **Contract Sum**

The CITY shall pay the CONTRACTOR the Contract Sum in current funds for the CONTRACTOR's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Exhibit A, Project Design Engineering Drawings plus the CONTRACTOR's Fee.

The CONTRACTOR's Fee (including for changes in the Work where no other agreement is reached by the parties) shall equal 13.0% markup of the Cost of Work for the Overhead plus 12.0% markup of the Cost of Work and Overhead for its Profits.

(b) **Guaranteed Maximum Price**

The sum of the Cost of the Work and the CONTRACTOR's Fee is guaranteed by the CONTRACTOR not to exceed $3,077,606. Such maximum sum is referred in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the CONTRACTOR without reimbursement by the CITY. Modifications to the Guaranteed Maximum Price

are only possible from CITY acceptance of additions and deductions by Change Order as provided in the Contract Documents.

If the Contract Sum is less than the Guaranteed Maximum Price, the CONTRACTOR shall be entitled to fifty percent (50%) of the difference between the Guaranteed Maximum Price and Contract Sum with a maximum of Five Hundred Thousand Dollars ($500,000) as an incentive to control the Cost of Work.

(c) **Costs to be Reimbursed**

(1) Cost of the Work – The term Cost of the Work shall mean costs necessarily incurred by the CONTRACTOR in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the CITY.

(2) Labor Costs – (i) Wages of construction workers directly employed by the CONTRACTOR to perform the Work at the site or, with the CITY's approval, at off-site workshops. Wages or salaries of the CONTRACTOR's supervisory and administrative personnel when stationed at the site. (ii) Costs paid or incurred by CONTRACTOR for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining, and customary benefits such as sick leave, medical benefits, holidays, vacations, pensions.

(3) Subcontractor Costs – payments made by the CONTRACTOR to Subcontractors in accordance with the requirements of the subcontracts.

(4) Costs of Materials and Equipment Incorporated in the Completed Construction – (i) Costs, including transportation and storage, of materials and equipment incorporated or be incorporated in the completed construction. (ii) Costs of materials described in excess of those actually installed to allow for reasonable waste and spoilage up to a total limit of $5,000. Such unused excess material, if any, shall become the CITY's property at the completion of the Work, or, at CITY's option, shall be sold to the CONTRACTOR. Any amounts realized from such sale shall be credited to the CITY as a deduction from the Cost of the Work. The manner of handling excess material over $5,000 in cost shall be subject to negotiations between CITY and CONTRACTOR.

(5) Costs of other Materials and Equipment, Temporary Facilities and Related Items – (i) Costs including transportation and storage, installation maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery,

equipment, and hand tools not customarily owned by construction workers, that are provided by the CONTRACTOR at the site and fully consumed in the performance of the Work, and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by CONTRACTOR. (ii) Cost for items previously used by the CONTRACTOR shall mean fair market value. (iii) Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the CONTRACTOR at the site, whether rented from the CONTRACTOR or others and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. (iv) Rates and quantities of equipment rented shall be subject to CITY's prior approval. (v) Costs of removal of debris from the site. (vi) Costs of document reproductions, fax transmissions, long distance telephone calls, postage, parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office. (vii) That portion of the reasonable expenses of the CONTRACTOR's personnel incurred while traveling in discharge of duties connected with the Work. (viii) Costs of materials and equipment suitably stored off site at a mutually acceptable location, if approved in advance by CITY.

(6) Miscellaneous Costs – (i) That portion of insurance and bond premiums that can be directly attributed to this Contract. (ii) Sales, use, or similar taxes imposed by a governmental authority that are related to the Work. (iii) Fees and assessments for the building permit and for other permits, licenses and inspections for which the CONTRACTOR is required by Contract Documents to pay. (iv) Fees of laboratories for tests required by the Contract Documents, except those related to defective or conforming Work. (v) Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. (vi) Data processing costs related to the Work. (vii) Deposits lost for causes other than CONTRACTOR's negligence or failure to fulfill a specific responsibility to CITY as set forth in the Contract Documents. (vii) Expenses incurred in accordance with CONTRACTOR's standard personnel policy for relocation and temporary living allowances for personnel required for the Work, if approved by the CITY.

(7) Other Costs and Emergencies – (i) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the CITY. (ii) Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property. (iii) Costs of repairing or correcting damaged or nonconforming Work executed by the CONTRACTOR, Subcontractors or suppliers, provided that such damaged or

nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the CONTRACTOR and only to the extent that the cost of repair or correction is not recoverable by the CONTRACTOR from insurance, sureties, Subcontractors or suppliers. (iv) CONTRACTOR shall have the burden of proving the problem was not caused by its negligence or failure to fulfill its specific responsibility.

(d) **Costs Not To Be Reimbursed** – The Cost of Work shall not include: (i) salaries and other compensation of the CONTRACTOR's personnel station at the CONTRACTOR's principal office or offices other than the site office. (ii) expenses of the CONTRACTOR 's principal office and offices other than the site office; (iii) overhead and general expenses, including interest on the CONTRACTOR's capital employed for the Work; (iv) rental costs of machinery and equipment; (v) costs due to the negligence or failure to fulfill a specific responsibility of the CONTRACTOR, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; ((vi) costs, other than costs included in Change Orders approved by CITY, that would cause the Guaranteed Maximum Price to be exceeded.

(e**) Discounts, Rebates and Refunds** – (i) Trade discounts shall accrue to CITY provided CITY is not in arrears in its payments. (ii) Amounts that accrue to the CITY shall be credited to the CITY as a deduction from the Cost of Work.

The foregoing shall have the same meanings assigned to them as in AIA Document A111-1997 and A201-1997. However, other than the definitions referenced hereunder, AIA Documents A111-1997 and A201-1997 shall not apply.

(f) Monthly progress payments shall be processed as follows:

(1) On or about the 25th day of each month, CONTRACTOR shall submit to CITY an invoice including an estimate of the cumulative amount and value of the work performed by CONTRACTOR prior to that date and subsequent to any prior estimates. The estimate may include the value of all acceptable materials and equipment delivered to the work site and suitably stored for subsequent incorporation in the Work and prepayments required for mobilization or material production. The estimate shall be based on certified copies of paid invoices by the CONTRACTOR.

(2) The CITY shall review the request as soon as practicable to determine whether the payment request is proper. A payment request determined not to be a proper payment shall be returned within seven days after receipt accompanied by a written description of the reasons why the payment request is not proper.

(3) CITY shall pay CONTRACTOR ninety-five percent (95%) of the invoice amount reduced by: amounts due to CITY for equipment, services or materials furnished by CITY; amounts of claims or liens by the CITY or others, and amounts required to be deducted by federal, state or local governmental authorities.

(4) If the CITY fails to make any progress payment within thirty days after receipt of an undisputed and properly submitted invoice, the CITY shall pay to the CONTRACTOR interest equivalent to the legal rate set forth in Code of Civil Procedure Section 685.101(a) from seven days after receipt of the invoice by the CITY until paid. CONTRACTOR, may at its option, upon seven additional days written notice to the CITY, stop the Work until payment of the undisputed amount owed has been received. The Contract time shall be extended appropriately and the Guaranteed Maximum Price shall be increased by the amount of the CONTRACTOR's reasonable costs of shutdown, delay, and start-up, plus interest.

(5) Progress payments are not acceptance of the work, or any portion of the work. Payments do not preclude CITY from demanding and recovering damages sustained by CONTRACTOR'S failure to fully perform as provided for within this Agreement.

(b) On satisfactory completion of the work, CITY shall pay CONTRACTOR ninety-five percent (95%) of the value of the actual work less prior monthly progress payments.

(c) Within thirty (30) days after recordation of the notice of completion, the undisputed amounts withheld by the CITY shall be released. "Completion" occurs on the acceptance by the governing body of the CITY, or the filing of a notice of cessation of labor.

(d) Notwithstanding the foregoing, CONTRACTOR may receive payment in full, other than retention for claims by the CITY or third parties,

(e) Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. The CITY shall be afforded access to, and shall be permitted to audit and copy, the CONTRACTOR's records relating to this Agreement, and CONTRACTOR shall preserve these records for a period of three years following final payment.

<u>Section 3 – Contract Documents</u>

The complete contract includes the contract documents set forth herein, to wit: this Agreement, General Provisions, Appendices, Bonds, Certificates of Insurance, Workers' Compensation Insurance Certificate, Project Design Engineering Drawings.

Section 5 – Order of Precedence

The General Provisions shall govern over Standard Specifications; The AGREEMENT shall govern over all contract documents.

Section 4 – Compliance with Provisions of Law

(a) This CITY is subject to the provisions of the law relating to public agencies which are part of this Agreement as though fully set forth herein.

(b) CONTRACTOR shall comply with all applicable provisions of law relating to the work.

Section 5 – Attorney's Fees

The Court shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party in any action or proceeding brought to enforce the provisions of this Agreement.

Section 6 – Notices

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission.

To: CONTRACTOR
Trane U.S. Inc
Attention: Russ Svetic
17760 Rowland Street
City of Industry, CA 91748

To: CITY
CITY of Ridgecrest
Attention: Harvey Rose, City Manager
100 West California Avenue
Ridgecrest, CA 93555

Section 7 – Assignment

(a) CONTRACTOR shall not assign this contract or payments under this contract.

(b) CONTRACTOR and each subcontractor hereby assign to the CITY rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials for this contract or the subcontract. This assignment shall be made and become effective without further acknowledgment by the parties at the time the CITY tenders final payment to the CONTRACTOR.

Section 8 – Section Headings

The section headings in this contract are for the convenience of the parties and shall not affect the interpretation of this Agreement.

Section 9 – Discrimination

The CONTRACTOR shall not refuse to employ or promote any person, and shall not discriminate against any person with respect to compensation or terms and conditions of employment, and shall not discipline or discharge any person employed because of the person's race, religion, creed, color, national origin, ancestry or sex. The CONTRACTOR shall not refuse to accept otherwise qualified employees as indentured apprentices solely on the grounds of race, religion, creed, color, national origin, ancestry or sex.

ARTICLE 2 – INDEMNIFICATION, INSURANCE, AND BONDS

Section 10– Insurance

(a) Before beginning the performance of the work, CONTRACTOR shall purchase and maintain insurance to protect the CONTRACTOR and the CITY from claims: (1) arising from CONTRACTOR's operations under the contract by the CONTRACTOR, a subcontractor or anyone employed by them, or anyone whose acts any of them may be liable; (2) under workers' compensation, disability benefits and other similar benefit acts; (3) for damages because of bodily injury, occupational sickness, or disease, or death of the CONTRACTOR's employees, or persons other than the CONTRACTOR's employees resulting from an accident caused by named insured; (4) for damages insured by usual

personal injury liability coverage sustained by a person as a result of an offense related to employment of such person by the CONTRACTOR, or other persons; (5) for damages, other than the work itself, because of injury to or destruction of tangible property; (6) for damages because of bodily injury, death of a person or property damage arising from ownership, maintenance or use of a motor vehicle; (7) involving contractual liability insurance applicable to the CONTRACTOR's obligations; and (8) for damage to work in progress.

(b) The CONTRACTOR shall provide the following coverages:

(1) Commercial General Liability insurance written on an occurrence basis (Insurance Service Office policy form CG 0001 or insurer's equivalent) in the amount of $5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The insurance policy shall be amended to provide that the general aggregate limit shall apply separately to the work under this contract <u>or the general aggregate shall be twice the required per occurrence limit</u>.

(2) Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of $5,000,000 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 and Employers Liability insurance with the statutory Workers' Compensation limits as required by the Labor Code of the State of California and $1,000,000 per accident for bodily injury and disease Employers Liability. The CONTRACTOR and all subcontractors shall cover or insure all of their employees working on or about the construction site regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(4) Installation Floater Insurance: the CONTRACTOR shall provide a certificate(s) of insurance showing that he has obtained for the period of the contract an Installation Floater to cover machinery and equipment of all kinds during transit, installation, and testing at the CITY's premises. At the same time, the CONTRACTOR shall provide the insurance endorsement(s) on the forms provided as a part of the Contract Documents. Such insurance shall include as additional insureds: the CITY, the, the CITY's Representative, and their consultants, and each of their directors, officers, and employees, as their interest may appear, to the extent of CONTRACTOR'S indemnity obligation assumed hereunder.

(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 Board Members, officers, employees, agents and volunteers are added as insureds to the extent of CONTRACTOR'S indemnity obligation assumed hereunder. (Commercial General Liability ISO form 2010 11 85 or insurer's exact equivalent).

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

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

(iv) The policies shall contain a waiver of transfer rights of recovery to the extent of CONTRACTOR'S negligence ("waiver of subrogation") against the CITY, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the CONTRACTOR.

(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 CONTRACTOR shall be solely responsible for deductible and/or self insured retention and the CITY, at its option, may require the CONTRACTOR 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 the contract, the CONTRACTOR shall file with the CITY evidence of insurance 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 2010 required above shall be attached to the Certificate of Insurance at the time that it is filed with the CITY. Should the required coverage be furnished under more than one policy of insurance, the CONTRACTOR may submit as many certificates of insurance as needed to provide the required amounts. In the event that the certificate furnished by the CONTRACTOR does not adequately verify the required coverage, the CITY has the right to require the CONTRACTOR to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The CITY may with reasonable prior notice to CONTRACTOR, require the CONTRACOTR to provide certified copies of any insurance coverage required by this contract provided, however, that CONTRACTOR may cause to have confidential or proprietary information redacted. 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 above shall contain a policy cancellation clause that provides that the policy shall not be canceled or otherwise terminated by the insurer or the CONTRACTOR 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: Project Manager.

(d) All insurance required by this contract 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 CONTRACTOR shall require each of its subcontractors to carry insurance in amounts suitable given the nature of their respective work. CONTRACTOR will forward separate certificates and endorsements furnished by each subcontractor to the CITY.

Section 11 – Indemnification

(a) To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the CITY, the CITY's Representative, and their consultants,

and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and reasonable attorneys' fees, arising out of both on and off the jobsite, personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), to the extent caused by any negligence or willful misconduct of the CONTRACTOR, any subcontractor, any supplier, of anyone whose acts CONTRACTOR may be liable under the laws of California.

(b) In any and all claims against the indemnified parties by any employee of the CONTRACTOR, any subcontractor, any supplier, of anyone for whose acts CONTRACTOR may be liable, the indemnification obligation under the first and fourth paragraphs in this article on INDEMNITY shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable, by or for the CONTRACTOR, or any subcontractor, or any supplier, or other persons under workers' compensation acts, disability benefit acts, or other employee acts.

Section 12– Payment Bond

(a) Before beginning the performance of the work, CONTRACTOR shall file a payment bond with the CITY for its approval and acceptance. The payment bond shall be in the sum of one hundred percent (100%) of the contract price.

(b) The Payment Bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the CONTRACTOR. The payment bond shall be separate and distinct from any other bond required by this contract. The bond shall be equivalent quality to a Standard & Poor's rating of A:VII or higher.

Section 13 – Performance Bond

(a) Before beginning the performance of the work, CONTRACTOR shall file a performance bond with the CITY for its approval and acceptance. The performance bond shall be in the sum of one hundred percent (100%) of the contract price. The bond shall be payable by surety or sureties to CITY if CONTRACTOR fails to fully perform his obligations hereunder.

(b) The performance bond shall be in substantially the form of the performance bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the CONTRACTOR. The performance bond

shall be separate and distinct from any other bond required by this contract. The bond shall be equivalent quality to a Standard & Poor's rating of A:VII or higher.

ARTICLE 3 – PERFORMANCE

Section 14 – Force Majeure

Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to the duration of the force majeure event. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, restrictive governmental laws or regulations or controls applicable to this Agreement, casualties not contemplated by insurance provisions of this agreement, any act of CITY or any party for whom CONTRACTOR is not responsible, or other causes beyond the reasonable control of the party obligated to perform.

Section 15 – Extra Work

(a) The CITY may require changes in, additions to, or deductions from the work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except pursuance of a written order from the CITY signed by the CONTRACTOR stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the CONTRACTOR from proceeding with the prosecution of the changed work. When required by the CITY, the CONTRACTOR shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.

(b) Change orders will result in an adjustment of the GMP amount. Adjustments in the amounts to be paid to the CONTRACTOR by reason of any such change, addition or deduction shall be determined pursuant to Section 3, Payment.

(c) If the CONTRACTOR contends a proposed change is a substantial revision in the character of the work, the question shall be immediately submitted for dispute resolution.

ARTICLE 4 – MISCELLANEOUS

Section 16 – Risk of Loss Prior to Final Acceptance

Except as set forth above relating to acts of God, risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by CONTRACTOR to the extent caused by CONTRACTOR's negligence. CONTRACTOR shall repair or replace such damages or destroyed work, to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse CONTRACTOR from completion of the work.

Section 17 – Termination: CONTRACTOR at Fault

The CITY may terminate the Contract if the CONTRACTOR:

(a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

(b) Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and Subcontractors;

(c) Disregards significant laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

(d) Fails to communicate with CITY or otherwise fails to work with CITY in good faith toward completing the project in accordance with the Contract;

(e) Files for bankruptcy or is involuntarily placed in bankruptcy; or

(b) Otherwise is guilty of substantial breach of a provision of the Contract Documents.

In such event, the CITY provided that sufficient cause exists to justify such action, may with out prejudice to any other rights and remedies of CITY and after giving the CONTRACTOR and CONTRACTOR's surety, seven business days advance notice in writing. On receipt of such written notice, the CONTRACTOR shall preserve site construction materials, equipment and plant, and undertake immediate steps to remedy such default.

If the CONTRACTOR fails to initiate remedy such default within seven business days after receipt of such written notice, the CITY may terminate the CONTRACTOR's right to proceed with the work as to which default has occurred. Provided that the CITY has paid CONTRACTOR for amounts due for work completed prior to such default.

Upon receipt of such written notice, the CONTRACTOR shall for that work affected by any such termination:

(1) Assist the CITY in making an inventory of materials and equipment in storage at the site, en route to the site, in storage or manufacture away from the site, and on order from suppliers;

(2) Assign to the CITY, subcontracts, supply contracts and equipment rental agreements all as designated by the CITY; and

(3) Remove from the site, all construction materials, equipment and plant listed in said inventory other than such construction materials, equipment and plant which are designated in writing by the CITY to be used by the CITY in completing such work.

(b) The CITY may complete the work to which notice applies by contract or otherwise, and may take possession of the materials, plant, tools, equipment, supplies and property furnished by the CONTRACTOR which is designated by the CITY in writing for such purpose.

(c) The expense of completing such work, together with a reasonable charge for administering a contract for such completion, shall be charged to the CONTRACTOR.

(d) When the CITY terminates the Contract for the reasons stated within this Article, the CONTRACTOR shall be entitled to receive payment for Work completed, equipment and material in production, furnished or stored, prior to the date of termination, and cancellation charges, less the cost to Owner of correcting any Work as a result of CONTRACTOR's failure to perform the Work in conformity with the requirements of this Contract. CONTRACTOR shall be entitled to overhead and mark-up for Work it completed and was accepted by the CITY.

Section 18 – Termination: CONTRACTOR not at Fault

CITY may terminate the contract for its convenience and without cause upon ten (10) business days written notice to the CONTRACTOR. In such a case, the CONTRACTOR shall have no claims against the CITY, except for compensation for Work executed, (the value of work performed to the date of termination, for the cost of materials and equipment on hand, in storage, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the work) and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work executed.

Section 19- Suspension: CONTRACTOR not at Fault

CITY may, at any time, suspend performance of the Work or any part thereof. The CONTRACTOR shall be entitled to an extension of time corresponding to the period of time of such suspension, together with a reasonable additional period of time for demobilization and remobilization (if any) of its personnel assigned to the Jobsite. The, CONTRACTOR shall be reimbursed for its reasonable costs incurred during the period of suspension for maintaining its organization and facilities at the Jobsite and for demobilization and remobilization (if any) of its personnel assigned to the Jobsite.

Section 20 - Termination: CITY at Fault

The CONTRACTOR may terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the CONTRACTOR, Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the CONTRACTOR, for any of the following reasons:

(a) Issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;

(b) An act of government, such as a declaration of national emergency which requires all Work to be stopped or;

(c) Because the CITY has not made payment to CONTRACTOR for undisputed funds, or has not notified the CONTRACTOR of the reason for withholding payment of undisputed funds.

The CONTRACTOR may terminate this Agreement if the Work if through no act or fault of the CONTRACTOR, Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the CONTRACTOR, for any repeated suspensions, delays or interruptions of the entire Work by the CITY constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

For any one of the above reasons, CONTRACTOR may, upon 14 days advance written notice to the CITY, terminate the Agreement and recover from the Owner compensation for Work executed, (the value of work performed to the date of termination, for the cost of materials and equipment on hand, in storage, in transit, or on definite commitment, as

of the date of termination if such materials and equipment would be needed in the work) and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work executed.

Section 21- Termination: Funding by CITY

CITY intends to finance payment of the Work with funds other than its own. Accordingly, CONTRACTOR shall not perform, nor be required to perform, any of the Work until and unless CITY has obtained the necessary funds to pay for the full Contract Sum (the "Funds"), as evidenced by written verification of the required funding sources that will provide payment of the Contract Sum. CITY will provide written verification of receipt of the Funds on or before May 10, 2009 , or such later date agreed to in writing by CONTRACTOR. Within five (5) calendar days of receipt of the Funds, CITY shall execute and issue a written Notice to Proceed to CONTRACTOR, upon which event CONTRACTOR will commence performance of the Work hereunder. In the event CITY does not receive the Funds on or before the date specified in the preceding sentence, or such later date agreed to in writing by CONTRACTOR, CONTRACTOR and the CITY shall terminate this Agreement upon five (5) calendar days prior written notice. Upon such termination of this Agreement, CONTRACTOR shall have no further obligations to CITY hereunder.

Section 22– Resolution of Claims and Disputes

(a) A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, an extension of time or other relief. Claims must be initiated by written notice. The responsibility to substantiate the Claim rests with the party making the Claim. Pending final resolution of a Claim, expect as otherwise agreed in writing or provided within the Contract, the CONTRACTOR shall proceed diligently with performance of the Contract and the CITY shall make payments in accordance with the Contract documents.

(b) The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CONTRACTOR and CITY each commit to resolving the disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions of the Work.

(i) CONTRACTOR and CITY will first attempt to resolve disputes or disagreements at the field level through discussions between CONTRACTOR's Representative and CITY's Representative.

(ii) If a dispute or disagreement cannot be resolved through CONTRACTOR's Representative and CITY's Representative, CONTRACTOR's Senior Representative and CONTRACTOR's Representative and CITY's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than 30 days after the request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parities will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

(iii) If the dispute or disagreement is not resolved pursuant to the above, either party may take the matter to the mediation and arbitration.

(c) Mediation - Any Claim arising out of or related to the Agreement, except those resolved by the above, shall be subject to mediation as a condition precedent to arbitration or the institution of legal for equitable or other binding dispute resolution proceedings by either party.

The parties shall endeavor to resolve their Claims by mediation which, unless parties mutually agreement otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect at the time of mediation. Request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration or other binding dispute resolution proceedings but, in such event, mediation shall proceed in advance thereof or of legal and equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement or the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(d) Arbitration - Claims, except those waived as provided within this Article for which initial decisions have not become final and binding, and which have not been resolved by mediation but which are not subject to arbitration shall be decided by arbitration which, unless the parties agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.

A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

Any arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the CITY and CONTRACTOR and any person or entity with whom the CITY or CONTRACTOR has a contractual obligation to arbitrate disputes which does not prohibit consolidations or joinder. No other arbitration arising out of or relating to the CONTRACTOR Agreement shall include, by consolidation, joinder or any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the CITY or CONTRACTOR, except by written consent containing a specific reference to the Agreement signed by the CITY and CONTRACTOR and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in questions not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

The party filing a notice of demand for arbitration must assert in the demand all Claims then know to that party on which arbitration is permitted to be demanded.

The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section 23 – Consequential Damages

In no event will either Party be liable to the other Party for any incidental or consequential damages.

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

APPROVED:

CITY of Ridgecrest

BY:_____

CITY Manager

APPROVED AS TO FORM:

BY:_____

CITY Council

APPROVED:
Trane U.S. Inc

BY:_____

Mary Ann Ulik, Contract Manager

(SEAL)

GENERAL PROVISIONS

SECTION 1

DEFINITIONS, TERMS, AND ABBREVIATIONS

1-1 DEFINITIONS

Whenever the following terms occur in the Contract Documents, the meaning shall be interpreted as follows:

ACCEPTANCE, FINAL ACCEPTANCE - The formal action by the City accepting the work as being complete. Upon City's receipt of written notice from Contractor that the Work are ready for final inspection and acceptance, City and Contractor shall inspect the Work and determine whether the same have been performed in accordance with this Agreement. If City considers the Work complete and performed in accordance with this Agreement, City shall issue a Certificate of Final Acceptance, to be executed by the Authorized Representative of City.

ACCEPTED BID - The bid (proposal) accepted by the City.

AGREEMENT - See CONTRACT

BIDDER - Any individual, partnership, corporation, joint venture, or other combination thereof submitting a proposal for the work contemplated, acting directly or through an authorized representative.

CONTRACT - The written agreement executed between the City and the Contractor covering the performance of the work.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other combination thereof who has entered into the contract with the City for the performance of the work. The term "Contractor" means the Contractor or his authorized representative.

CONTRACT DOCUMENTS - The contract documents set forth in the AGREEMENT; its attached exhibits, project criteria, Contractor's proposal and any written modifications to the proposal accepted by the City, also any and all supplemental agreements amending or extending the work contemplated. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.

DAYS - Unless otherwise specified, days shall mean calendar days.

CITY - The public entity identified as such in the AGREEMENT. The term "City" means the City of Ridgecrest or its authorized representative.

CITY'S REPRESENTATIVE - The person or firm authorized in writing by the City to represent it during the performance of the work by the Contractor. The City's Representative means the City's Representative or his assistants.

CONTRACTOR'S ENGINEER - Contractor's engineer of record

CONTRACTOR'S REPRESENTATIVE - Contractor's project manager

GUARANTEED MAXIMUM PRICE - The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor, subject to additions and deductions by Change Order as provided in the Contract Documents.

PLANS, DRAWINGS - The plans (drawings), or reproductions thereof, which show the location, character, dimensions, and details of the work to be done.

SPECIFICATIONS - The directions, provisions, and requirements contained in the General Provisions and Standard Specifications.

STANDARD SPECIFICATIONS - The contract documents identified or referenced as such.

SUBCONTRACTOR - An individual, partnership, corporation, joint venture, or other combination thereof who has a contract with the Contractor to perform any of the work at the site. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another subcontractor to perform any of the work at the site.

SUBSTANTIAL COMPLETION - Prior to final acceptance, Contractor shall provide written notice to City that all or substantial portions of the work are substantially complete and request that City issue a Certificate of Substantial Completion and Acceptance. Substantial Completion is the date when the specified work have been performed or installed and are operating as required by this Agreement, with only minor work remaining as may be specified on a punch list agreed to by City and Contractor. Within a reasonable time thereafter, City and Contractor will inspect the specified Work to determine the status of completion. If City does not consider the specified Work substantially complete, it will notify Contractor in writing, giving the reasons therefor. If City considers any or all of the specified Work substantially complete, a Certificate of Substantial Completion and Acceptance will be issued as to such specified Work, executed by the Authorized Representative of City. Contractor's request for a Certificate of Substantial Completion and Acceptance shall not be unreasonably withheld or delayed by City. The Certificate of Substantial Completion shall specify the

date(s) for commencement of warranties for the accepted specified Work. There may be attached to the certificate a tentative list of items to be completed or corrected.

STANDARD DRAWINGS, STANDARD PLANS - That portion of the plans identified or referenced as such.

UTILITY - Public or private fixed works for the transportation of fluids, gases, power, signals, or communications.

WORK - Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the Contractor pursuant to the Contract Documents including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in the construction. Also, the completed construction or parts thereof required to be provided under the Contract Documents.

1-2 TERMS

Wherever the terms "required," "permitted," "ordered," "designated," "directed," "prescribed," or terms of like import are used, it shall be understood that the requirements, permission, order, designation, prescription, or direction of the City's Representative is intended. Similarly, the terms "acceptable," "satisfactory," "or equal," or terms of like import shall mean acceptable to or satisfactory to the City's Representative, unless otherwise expressly stated. The word "provide" shall be understood to mean furnish and install. Whenever the context so requires, the singular shall include the plural, and the masculine and neuter genders shall each include the other.

1-3 ABBREVIATIONS

Wherever the following abbreviations are used, they shall have the meanings indicated:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
ANSI	American National Standards Institute (formerly USASI, USAS, ASA)
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (Now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
IEEE	Institute of Electrical and Electronics Engineers
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
State	California Standard Specifications,
SSPC	Steel Structures Painting Council

UBC Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials
U/L or UL Underwriters' Laboratories, Inc.
USASI or USAS United States of America Standards Institute (Now ANSI)

SECTION 2

PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 CONTRACT DOCUMENTS

The contract documents are set forth in the AGREEMENT and the definition of "Contract Documents" in the section on DEFINITIONS, TERMS, AND ABBREVIATIONS.

2-2 LICENSE

CONTRACTOR shall be licensed to conduct business in the state of California and licensed to perform the class of work defined by the Contract Documents.

2-3 OWNERSHIP AND USE OF DOCMENTS AND ELECTRONIC DATA

Drawings, specifications and other documents including those in electronic form, prepared by the Contractor are Instruments of Service. The Contractor shall retain all common law, statutory and other reserved rights including copyright in those Instruments of Service furnished by him. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to this Project.

Upon payment, the Contractor grants to the City a non-exclusive license to reproduce and use the Instruments of Service solely in connection with the Project, including the Project's further development by the City and other retained by the City for such purposes, provided that the City shall comply with all obligations, including prompt payment of sums when due, under the Agreement. Subject to the City's compliance with such obligations, such license shall extend to those parties retained by the City for such purposes, including other design professionals. The City shall not otherwise assign or transfer any license herein to another party without the prior written agreement of the Contractor. Any unauthorized reproduction or use of the Instruments of Service by the City or others shall be at the City's sole risk and expense without liability to the Contractor. If this Agreement is terminated for any reason other than default by CONTRACTOR , prior to the completion of the Contractor's services under this Agreement, this license shall be terminated.

Prior to any electronic exchange by the parties of the Instruments of Service or any other document or materials to be provided by one party to the other, the City and Contractor shall agree in writing on the specific conditions governing the format thereof, including any special limitations or licenses not otherwise provided in the Contractor's documents.

If this Agreement is terminated for any reason other than default of the Owner, each of the Contractor's design professionals shall be contractually required to convey to the Owner a non-exclusive license to use the Instruments of Service for the completion, use and maintenance of the Project, conditioned upon the City's written notice to that design profession of the City's assumption of the Contractor's contractual duties to that design professional and payment to that design professional of all amounts due to that design professional and its consultants. If the City does not assume the remaining duties and responsibilities of the Contractor to that design professional under this Agreement, then the City shall indemnity and hold harmless that design professional from all claims and any expense, including legal fees, which that design professional shall incur by reasons of the City's use of such Instruments of Service.

2-4 EXISTING CONDITIONS AND EXAMINATION OF CONTRACT DOCUMENTS

The CONTRACTOR represents that he has carefully examined the Contract Documents and the site where the work is to be performed and that he has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect in any manner the performance of the work. The CONTRACTOR further represents that he has studied all surveys and investigation reports about subsurface and latent physical conditions pertaining to the jobsite, that he has performed such additional surveys and investigations as he deems necessary to complete the work at his Guaranteed Maximum Price, and that he has correlated the results of all such data with the requirements of the Contract Documents. The CONTRACTOR has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as they are supposed or believed by the City to exist; but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Where the City or their consultants have made investigations of subsurface conditions in areas where the work is to be performed, such investigations were made only for the purpose of study and design. The conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the borings or excavations were made. Where such investigations have been made, Contractor may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the City's consultant.

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by the City, or their consultants is included with the plans or other documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the City or the or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of Contractor, and its use is subject to all of the conditions and limitations set forth in this article.

The availability or use of information described in this article is not to be construed in any way as a waiver of the provisions of the first paragraph in this article and Contractor is cautioned to make such independent investigations and examination as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the work.

If conditions are encountered at the site which are 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contractor Documents, or 2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contractor's Documents, then the observing party shall give notice of the other party promptly before conditions are disturbed and in no event later than 21 days after first observation of the conditions. The City shall promptly investigate such conditions and, if they differ materially and cause and increase or decrease in the Contractor's cost of, or time required for performance of any part of the Work, shall negotiate with the Contractor an equitable adjustment in the Guaranteed Maximum Price or contract time, or both.

2-5 SUBCONTRACTORS

CONTRACTOR shall notify CITY of the following information:

(i) The name and location of the place of business of each subcontractor performing work, labor or render construction services and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the CONTRACTOR's total bid.

(ii) The portion of the work to be done by each subcontractor.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

3-1 BONDS

The successful bidder, simultaneously with the execution of the AGREEMENT, shall furnish a payment bond and a performance bond each in an amount equal to 100 percent of the contract amount, pursuant to Section 995.710 of the Code of Civil Procedure. Bonds shall be furnished by surety companies satisfactory to the City on

the forms furnished as part of the Contract Documents. Surety companies, to be acceptable to the City, must be authorized to do business and have an agent for service of process in California.

3-2 INSURANCE REQUIREMENTS

The successful bidder will be required to furnish the City proof of full compliance with all insurance requirements as specified in the AGREEMENT. The forms of certificate of insurance and endorsement which the Contractor, will be required to furnish are included as a part of the Contract Documents.

SECTION 4

SCOPE OF WORK

4-1 WORK TO BE DONE

The work to be done consists of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, and to leave the grounds in a neat and presentable condition.

4-2 OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the work. Where such obstructions consist of improvements not required by law to be removed by the City thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense except as otherwise specifically provided in the Contract Documents.

4-3 UTILITIES

The City has endeavored to provide information as to the existence of utilities at the site of the work from the records of the City's of known utilities in the vicinity of the work. The positions of these utilities as derived from such records are shown on the plans. The service connections to these utilities may not be shown on the plans.

The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a

position different from that shown in the plans and specifications, he shall immediately notify in writing the City's Representative and the City of the utility facility.

The City shall have the responsibility for the timely removal, relocation, protection, and temporary maintenance of existing main or trunkline utility facilities which are not indicated in the plans and specifications with reasonable accuracy.

In case it should be necessary to remove, relocate, protect, or temporarily maintain a utility because of interference with the work, the work on such utility shall be performed and paid for as follows:

When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunkline utility facility not indicated in the plans and specifications with reasonable accuracy, the City will compensate the Contractor for the costs of locating, for the costs of engineering and plan preparation, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, or temporarily maintaining such utility facilities, and for the costs for labor and equipment on the site necessarily idled during such work. These costs, the work to be done by the Contractor in locating, preparing plans, removing, relocating, protecting, or temporarily maintaining such utility facilities shall be covered by a written change order conforming to the provisions of the Contract Documents . The City may make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, protect, or temporarily maintain such utility facilities or to reduce the costs of the work involved in removing, relocating, protecting, or temporarily maintaining such utility facilities. Changes in alignment and grade will be ordered in accordance with the Contract Documents . If such changes in alignment and grade alter or are materially different from those indicated in the Contract Documents, then the observing party shall give notice of the other party promptly before conditions are disturbed and in no event later than 21 days after first observation of the conditions. The City shall, promptly investigate such conditions and, if they cause and increase or decrease in the Contractor's cost of, or time required for performance of any part of the Work, shall negotiate with the Contractor an equitable adjustment in the Guaranteed Maximum Price or contract time, or both

When it is necessary to remove, relocate, protect, or temporarily maintain a utility (other than [1] existing main or trunkline utility facilities not indicated in the plans and specifications with reasonable accuracy, or [2] existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the work) the cost of which is not required to be borne by the City thereof, the Contractor shall bear all expenses incidental to the work on the utility or damage

thereto. The work on the utility shall be done in a manner satisfactory to the City thereof; it being understood that the City or the utility has the option of doing such work with his own forces, or permitting the work to be done by the Contractor.

The right is reserved to governmental agencies and to City's of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work and for the purpose of maintaining and making repairs to their property.

4-4 PLANS AND SPECIFICATIONS FURNISHED BY THE CITY

The Contractor shall keep one set of approved plans and specifications in good order available to the City's Representative at the site of the work.

4-5 FINAL CLEANUP

Upon completion and before making application for acceptance of the work, the Contractor shall clean all rights-of-way, streets, borrow pits, and all other grounds occupied by him in connection with the work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work and grounds occupied by him shall be left in a neat and presentable condition.

SECTION 5

QUALITY OF THE WORK

5-1 AUTHORITY OF THE CITY'S REPRESENTATIVE

The Contractor's Consultant shall decide any and all questions which may arise as to the interpretation of the plans and specifications and shall have authority to disapprove or reject materials and equipment furnished and work performed which, in his opinion, is not in accordance with the Contract Documents.

5-2 SUPPLEMENTAL DRAWINGS

The plans may be supplemented by such drawings as are deemed by the City necessary to clarify or modify the work. All such drawings delivered to the Contractor by the City's Representative shall be deemed written instructions to the Contractor. If the Contractor believes that any supplemental drawings call for changes in the work for which the contract amount or time for completion should be changed, he shall not proceed with the changes in the work so called for and shall within seven days of the receipt of the supplemental drawings notify the City's Representative in writing of his

estimate of the changes in the contract amount and time for completion he believes to be appropriate.

No payment for changes in the work will be made and no change in the time for completion by reason of changes in the work will be made, unless the changes are covered by a written change order approved by the City in advance of the Contractor's proceeding with the changed work.

5-3 CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

The work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the plans or set forth in the specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Contractor's Consultant shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and his decision as to any allowable deviations therefrom shall be final.

If specific lines, grades, and dimensions are not shown on plans, those furnished by the City's Representative shall govern.

5-4 MANUFACTURER'S INSTRUCTIONS

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the Contract Documents.

5-5 COORDINATION OF PLANS AND SPECIFICATIONS

The specifications, plans, and Project Design Engineering Drawings are essential parts of the Agreement, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In the event of an apparent difference between plans and specifications, reference shall be made to the Contractor's Consultant whose decision thereon shall be final.

5-6 INTERPRETATION OF PLANS AND SPECIFICATIONS

Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials and workmanship. Drawings and specifications are intended to be fully complementary and to agree. The specification calling for the higher quality material or workmanship shall prevail. Materials or work described in words which so applied have

a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In the event of any discrepancy between any drawings and the figures thereon, the figures shall be taken as correct. In the event of any doubt or question arising respecting the true meaning of the plans or specifications, reference shall be made to the Contractor's Consultant whose decision thereon shall be final.

5-7 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he shall promptly notify the City's Representative in writing of such conflict. The Contractor shall remedy such variance with no resulting increase in the Guaranteed Maximum Price amount.

5-8 SUPERVISION AND SUPERINTENDENCE

The Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the completed work complies with the Contract Documents.

The Contractor shall designate and keep on the work at all times during its progress a competent superintendent who shall not be replaced without written notice to the City's Representative. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. During periods when the work is suspended, the Contractor shall make appropriate arrangements for any emergency work which may be required.

Whenever the superintendent is not present on any particular part of the work where the City's Representative may desire to inform the Contractor relative to interpretation of the plans and specifications or to disapproval or rejection of materials or work performed, the City's Representative may so inform the foreman or other worker in charge of the particular part of the work in reference to which the information is given. Within 24 hours thereof, the City's Representative shall notify the Contractor's Representative of the information so given; this information shall be as binding as if given to the superintendent.

5-9 SHOP DRAWINGS

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the work.

The Contractor shall review, mark with his approval, and submit for review by the City's Representative Shop Drawings as called for in the Standard Specifications or requested by the City's Representative. Drawings shall be submitted in sextuplet to the City's Representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and subcontractors. Shop Drawings shall be submitted with promptness and in orderly sequence so as to cause no delay in prosecution of the work.

Shop Drawings shall be complete in all respects. If the Shop Drawings show any deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.

By submitting Shop Drawings, the Contractor represents that material, equipment, and other work shown thereon conforms to the plans and specifications, except for any deviations set forth in the letter of transmittal.

Within 14 calendar days after receipt of said drawings, the City's Representative will return two of the copies of the drawings to the Contractor with any comments noted thereon. If so noted by the City's Representative, the Contractor shall correct the drawings and resubmit them in the same manner as specified for the original submittal. The Contractor in the letter of transmittal accompanying resubmitted Shop Drawings shall direct specific attention to revisions other than the corrections requested by the City's Representative on previous submittals.

The review by the City's Representative is only of general conformance with the design concept of the project and general compliance with the plans and specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and work required by the contract; the proper fitting and construction of the work; the accuracy and completeness of the Shop Drawings; selecting fabrication processes and techniques of construction; and performing the work in a safe manner.

No portion of the work requiring a Shop Drawing submittal shall be commenced until the submittal has been reviewed by the City's Representative and returned to the Contractor with a notation indicating that resubmittal is not required.

If the Contractor believes that any Shop Drawing or communication relative thereto calls for changes in the work for which the contract amount or time for completion should be changed, he shall not proceed with the changes in the work so called for and shall promptly notify the City's Representative in writing of his estimate of the changes in the contract amount and time for completion he believes to be appropriate. No payment for changes in the work will be made and no change in the time for completion by reason of changes in the work will be made, unless the changes are covered by a written change

order approved by the City in advance of the Contractor's proceeding with the changed work.

5-10 QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT

All equipment, materials, and supplies to be incorporated in the work shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the plans and specifications, the best available quality of the material, process, or article shall be provided.

Whenever any material, process, or article is indicated or specified by grade, patent or proprietary name, or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the materials, process, or articles desired and shall be deemed to be followed by the words "or (approved) equal," and the Contractor may offer any material, process, or article which shall be substantially equal in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the Contractor is not, in the opinion of the City's Representative, equal in every respect to that specified, then the Contractor must furnish the material, process, or article specified or one that in the opinion of the City's Representative is the substantial equal or better in every respect. In the event that the Contractor furnishes material, process, or article more expensive than specified, the difference in cost of such material, process, or article so furnished shall be borne by the Contractor.

In accordance with Section 3400 of the Public Contract Code, the Contractor shall submit data substantiating requests for substitution of "equal" items within 35 days after award of the contract. This 35-day period of time is included in the number of days allowed for the completion of the work.

All materials, equipment, and supplies provided shall, without additional charge to City, fully conform with all applicable state and federal safety laws, rules, regulations, and orders, and it shall be Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefor or that a particular material, equipment, or supply was specified.

Materials furnished and work performed hereunder shall be subject to inspection and testing by CITY's authorized agents at CITY's expense. If such inspection and testing reveals non-compliance with the requirements of this contract and is confirmed by Contractor's Consultant, the CONTRACTOR shall bear the cost of necessary corrective measures as well as the cost of subsequent inspecting and testing The inspection of the work shall not relieve the CONTRACTOR of the obligations under the contract. Even though equipment, materials, or work required under the contract have been inspected, accepted, and estimated for payment, the CONTRACTOR shall replace or repair any such equipment, materials, or work found to be defective or otherwise not to comply

with the requirements of the contract up to the end of the maintenance and guarantee period.

5-11 STANDARDS, CODES, SAMPLES, AND TESTS

Whenever reference is made to a standard, code, specification, or test and the designation representing the date of adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code, specification, or test in effect on the day this Agreement is executed.

Tests shall be made in accordance with commonly recognized procedures of technical organizations and such special procedures as may be prescribed elsewhere in the plans and specifications. The Contractor shall furnish without charge such samples for testing as may be required by the City's Representative.

5-12 INSPECTION BY CITY'S REPRESENTATIVE

The City's Representative shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

Whenever the Contractor varies the normal period during which work or any portion of it is carried on each day, he shall give timely notice to the City's Representative so that the City's Representative may, if he wishes, be present to inspect the work in progress. If the Contractor fails to give such timely notice, any work done in the absence of the City's Representative will be subject to rejection.

The Contractor shall give timely notice to the City's Representative in advance of backfilling or otherwise covering any part of the work so that the City's Representative may, if he wishes, inspect such part of the work before it is concealed.

The inspection, if any, by the City's Representative of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and materials and equipment furnished and work performed which is not in accordance with the Contract Documents may be rejected notwithstanding the fact that such materials, equipment, and work have been previously inspected by the City's Representative or that payment therefor has been included in an estimate for payment.

5-13 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Any work which does not conform to the requirements of the Contract Documents shall be remedied or removed and replaced by the Contractor, together with any other work which may be displaced in so doing, and no compensation will be allowed him for such

removal, replacement, or remedial work. All nonconforming materials shall be immediately removed from the site.

Any work done beyond the lines and grades shown on the plans or established by the City's Representative or any changes in, additions to, or deductions from the work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply promptly with any order of the City's Representative made under the provisions of this article, the City's Representative shall have authority to cause nonconforming materials, rejected work, or unauthorized work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

5-14 ONE-YEAR GUARANTEE

The performance bond and the payment bond shall continue in full force and effect for the guarantee period.

Contractor warrants that, for a period of one year from the date of Final Acceptance (the "Warranty Period"), Contractor-manufactured equipment installed hereunder and the installation work included within the Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Contractor's catalogs and bulletins. Notwithstanding the foregoing, with respect to selected equipment to be identified in Certificate of Substantial Completion), Contractor shall have the option of commencing the warranty period upon the earlier of (a) the date of initial startup of such selected equipment and (b) the date of beneficial use set forth in the Article on USE OF COMPLETED PORTIONS. For Contractor-manufactured equipment not installed by Contractor the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. Equipment and/or parts that are not manufactured by Contractor are not warranted by Contractor and have such warranties as may be extended by the respective manufacturer. If such defect in Contractor-manufactured equipment or the installation work is discovered within the Warranty Period, Contractor will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said Contractor-manufactured equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to Contractor until said equipment and Work have been paid for in full and then said liability shall be limited to Contractor's cost to correct the defective equipment or work and/or the purchase price of the equipment shown to be defective. Contractor's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Contractor, improper operation, or normal wear and tear under normal usage. Contractor shall not be obligated to pay for the cost of lost refrigerant. Further warranty protection is available on an extra-cost basis.

THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. CONTRACTOR SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

5-15 EQUIPMENT

The CONTRACTOR must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with these specifications. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of capacity for equipment be exceeded.

SECTION 6

PROSECUTION AND PROGRESS

6-1 SUBCONTRACTING

If the Contractor should subcontract any part of this contract, the Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by his subcontractor as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City. The Contractor shall cause every subcontractor to be bound by the terms of the Contract Documents.

The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors.

6-2 ASSIGNMENT

The performance of the contract may not be assigned, except upon the written consent of the City. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of their responsibilities under the contract, nor will the City consent to any assignment of a part of the work under the contract.

Upon obtaining a prior written consent of the City, the Contractor may assign moneys due or to become due him under the contract, to the extent permitted by law, but any assignment of moneys shall be subject to all proper setoffs in favor of the City and to all deductions provided for in the contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the work in the event that the Contractor should be in default therein.

No assignment of this contract will be approved unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the work called for under the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials and that the City may withhold funds due until all work required by the Contract Documents is completed to the City's satisfaction.

6-3 CONTRACTOR'S CONSTRUCTION SCHEDULE AND COST BREAKDOWN

Within ten days after execution of the contract, the Contractor shall deliver to the City's Representative a construction progress schedule and cost breakdown in bar chart form showing the proposed dates of commencement and completion and cost of each of the various parts of the work and the anticipated amount of each monthly payment that will become due the Contractor in accordance therewith.

6-4 TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the work called for under the contract within the time set forth in the AGREEMENT. The City may declare the Contractor in default, should the Contractor fail to perform any covenant or condition contained in the Contract Documents substantially different than the time period specified, which shall constitute a material breach of this contract entitling the City to terminate the contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in this article and the article on EXTENSION OF TIME. City shall provide Contractor with an opportunity to cure, consistent with Section 17 of the Agreement.

Failure of the City to insist upon the performance of any covenant or condition within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the waiver is in writing.

The City's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the

Contract Documents. Failure of the Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this contract.

The Contractor shall not be deemed in breach of this contract and no forfeiture due to delay shall be made because of any delays in the completion of the work due to causes beyond the reasonable control and without the fault or negligence of the Contractor, provided the Contractor requests an extension of time in accordance with the procedures set forth in this article and the article on EXTENSION OF TIME. Causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the City, or acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the City or the City of a utility to provide for removal or relocation of existing utility facilities. Delays caused by the negligence of Contractor or his agents, servants, employees, officers, subcontractors, directors, or of any party subcontracting with Contractor to perform part or all of the work or to supply any equipment or materials shall not be excusable delays.

The Contractor will be compensated for damages incurred due to delays for which the City is responsible if such delays are beyond the Contractor's control in the circumstances involved and were not within the contemplation of the parties when the contract was awarded to the Contractor. Such actual costs will be determined by the dispute resolution process.

6-5 EXTENSION OF TIME

The time specified for completion of all of the work or any part of the work may be extended only by a written change order executed by the City or other written form executed by the City.

Requests for an extension of time must be delivered to the City's Representative within ten business days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extensions of time failing to include the information specified in this article and requests for extensions of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

When the Contractor has submitted a request for an extension of time in accordance with the procedures of this article and the article on TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY, the Governing Body of the City will ascertain the facts and extent of the delay and extend the time for completing the work if, in its judgment,

the findings of fact justify such an extension, and its findings of facts thereon shall be final and conclusive. An extension of time may be granted by the Governing Body of the City after the expiration of the time originally fixed in the contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

Any extension of time shall not release the sureties upon any bond required under the contract.

6-6 USE OF COMPLETED PORTIONS

When the work or any portion of it is Substantially Complete to be utilized or placed into service, the City may with Contractor's written consent utilize such portions of the work and to place the operable portions into service and to operate same.

Upon said consent for utilization or operation by the City, the Contractor shall be relieved of the duty of: maintenance, security, heat, utilities, and insurance for the portions so utilized or placed into operation. With said utilization, the applicable warranty shall commence.

However, that nothing in this article shall be construed as relieving the Contractor of the full responsibility for completing the remaining work in its entirety, for making good defective work and materials, for protecting the work from damage it may cause, and for being responsible for damage and for the work as set forth in the General Provisions and other contract documents nor shall such action by the City be deemed completion and acceptance, and such action shall not relieve the Contractor, his sureties, or insurers of the provisions of the AGREEMENT.

SECTION 7

LEGAL RELATIONS AND RESPONSIBILITIES

7-1 OBSERVING LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of all applicable laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or which in any way affect the conduct of the work and of all such laws, ordinances, and regulations of public bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the plans, specifications, or contract for the work in relation to any such law, ordinance, regulation, he shall forthwith report the same to the City's Representative in writing and cease operations on that part of the work until the City's Representative has given him appropriate instructions as provided for in the Contract Documents .

The Contractor shall at all times observe and comply with and shall cause all his agents, employees, subcontractors, and suppliers to observe and comply with all applicable laws, ordinances, regulations, and shall hold harmless, indemnify, and defend the City, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, to the extent caused by the willful violation of any such law, ordinance, regulation, by the Contractor, his employees, agents, subcontractors, or suppliers.

7-2 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, and give all notices necessary and incidental to the due and lawful prosecution of the work.

7-3 INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device which is the subject of patent rights or copyrights.

The Contractor shall hold harmless, indemnify, and defend the City, the, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of any infringement of any U.S. patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, materials, equipment, product or device, and shall defend all such claims in connection with any alleged infringement of such rights. Contractor does not warranty against infringement by reason of the City's design of the articles or the use thereof in combination with other materials or in the operation of any process.

7-4 PUBLIC CONVENIENCE

(a) CONTRACTOR's operation shall cause no unnecessary public inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work or an approved detour shall be provided. Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals, unless other arrangements are made satisfactory to the owners.

(b) Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.

(c) Grading operations, roadway excavation and embankment construction shall provide a reasonably satisfactory surface for traffic. When rough

grading is completed, the roadbed surface shall be brought to a smooth even condition satisfactory for traffic.

(d) The CONTRACTOR shall comply with applicable state and local requirements for closure of streets. CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flagmen and watchmen advising the public of detours and construction hazards. CONTRACTOR shall comply with additional public safety requirements arising during construction. CONTRACTOR shall furnish and install and upon completion of the work, promptly remove all signs and warning devices.

(e) At least forty-eight hours in advance of closing or partial closing or of reopening any street, alley or other public thoroughfare, CONTRACTOR shall notify the police, fire, traffic and engineering departments of jurisdictional agencies involved and comply with their requirements.

The Contractor shall provide and maintain such fences, barriers, directional signs, lights, and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction work and to give directions to the public.

7-5 RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES

Contractor's scope of work excludes the handling or responsibility for any hazardous materials. Should Contractor become aware of or suspect the presence of hazardous materials, Contractor may immediately stop work in the affected area and will notify City. Contractor will be required to resume performance of the work in the affected area only in the absence of hazardous materials or when the affected area has been rendered harmless. In no event will Contractor be obligated to transport or handle hazardous materials, to provide any notices to any governmental agency, or to examine the work site for the presence of hazardous materials.

7-6 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until the acceptance of the work, the Contractor shall have the responsible charge and care of the work and of the materials to be used therein (including materials for which he has received partial payment or materials which have been furnished by the City) and shall bear the risk of injury, loss, or damage to any part of the work or materials by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work or the granting of an

extension of time from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, shall act at his discretion to prevent such threatened loss or injury.

Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications.

Notwithstanding the foregoing, the Contractor will not be liable for damages to the extent such damages are caused by the City, its employees, agents and contractors

7-7 PRESERVATION OF PROPERTY

The Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All trees, shrubbery, and landscaping that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation and not caused by the City, its employees, agents and contractors, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the work or as good as required by the plans and specifications if any such objects are a part of the work being performed.

The fact that any such pipe or other underground facility is not shown on the plans shall not relieve the Contractor of his responsibility under this article, except as provided within Articles 2-8, Existing Conditions and 4-4, Utilities.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the work. Whenever any notice is required to be given by the City or the Contractor to any adjacent or adjoining land City or other party before commencement of any work, such notice shall be given by the Contractor.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, shall act at his discretion to prevent such threatened loss or injury.

7-8 REGIONAL NOTIFICATION CENTER CONTACT

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Government Code Section 4216).

Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right-of-way (Government Code Section 4216).

7-9 EXCAVATION

Contractor shall comply with all applicable local and CAL OSHA laws, ordinances, rules, and regulations for excavation, trenches and subsurface modifications.

7-10 SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of workers and all others.

The right of the City's Representative to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measures in, on, or near the construction site.

7-11 PERSONAL LIABILITY

No director, officer, employee, or agent of the City, the City's Representative, or their consultants shall be personally responsible for any liability arising under or by virtue of the contract.

7-12 HOURS OF LABOR

The Contractor shall forfeit as a penalty to the City $25 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay as provided in said Section 1815.

7-13 PREVAILING WAGE

The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the City up to $50 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of the forfeiture will be determined by the Labor Commissioner based on the considerations specified in Labor Code Section 1775. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. Pursuant to Labor Code Section 1775, to the extent there is insufficient money due a Contractor to cover all penalties forfeited and amounts due, the Division of Labor Standards Enforcement shall be notified of the violation and the Division of Labor Standards Enforcement may maintain an action in any court of competent jurisdiction to recover the penalties and amounts due pursuant to Labor Code Section 1775.

Section 1776 of the Labor Code requires each contractor and its subcontractors to keep accurate payroll records and make such available for inspection by persons and entities identified in that section, in the manner stated therein. Section 1776(g), places the responsibility for compliance with Section 1776 on the prime contractor.

Pursuant to Labor Code Section 1777.1, whenever any contractor or subcontractor performing a public works project is found by the Labor Commissioner to be in violation of Labor Code Section 1770, et seq. with the intent to defraud, except Section 1775, the

contractor or subcontractor or any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest shall be ineligible to bid on or to receive any public works contract for a period of not less than one year or more than three years. The period of debarment shall run from the date the determination of the violation is made by the Labor Commissioner.

Whenever any contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commission to be in willful violation of this chapter, except Section 1777.5, the contractor or subcontractor or any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest shall be ineligible to bid on or to receive any public works contract for a period up to three years for each second and subsequent violation occurring within three of a separate and previous willful violation of this chapter. These periods of debarment shall run from the date the determination of the violation is made by the Labor Commissioner.

A willful violation occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under the public works law and deliberately fails or refuses to comply with its provisions.

7-14 TRAVEL AND SUBSISTENCE PAYMENTS

Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

7-15 APPRENTICES

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Willful violations of Section 1777.5 will result in the Contractor, and the business entity under which the Contractor is doing business, being denied the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations commencing from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council. In addition, if the Contractor violates Section 1777.5, he will forfeit as a civil penalty the sum of Fifty

Dollars ($50.00) for each calendar day of noncompliance which shall be withheld from progress payments by City upon notice from the Department of Industrial Relations. (Labor Code Section 1777.7.)

In lieu of the penalty provided for above, the director may for a first time violation and with the concurrence of the joint apprenticeship committee, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

7-16 WARRANTY OF TITLE

No materials, supplies, or equipment for the work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the City free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

7-17 PROPERTY RIGHTS IN MATERIALS

Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for materials delivered to the site of the work, or stored subject to or under the control of the City. All such materials shall become the property of the City upon being so attached or affixed or upon payment for materials delivered to the site of the work or stored subject to or under the control of the City.

Soil, stone, gravel, and other materials found at the site of the work and which conform to the plans and specifications for incorporation into the work may be used in the work. No other use shall be made of such materials except as may be otherwise described in the plans and specifications.

7-18 MUTUAL RESPONSIBILITY OF CONTRACTORS

Nothing in the contract shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the City in the construction of the project, to the end that the Contractor may perform this contract in the light of such other contracts, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project. If the performance of any contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the City's Representative shall decide which contractor shall cease work temporarily and which contractor shall continue or whether the work under the contracts can be coordinated so that the contractors may proceed simultaneously. On all questions concerning conflicting interest of contractors performing related work, the decision of the City's Representative shall be binding upon all contractors concerned and the City, the City's Representative, and their consultants shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the project or caused by a decision or omission of the City's Representative respecting the order of precedence in the performance of the contracts.

If through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the City, the, the City's Representative, or their consultants or any of their directors, officers, employees, or agents on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall hold harmless, indemnify, and defend the City, the, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents against any such claim, including all attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim.

7-19NOTICE AND SERVICE THEREOF

Any notice required or given under the contract shall be in writing, be dated, and signed by the party giving such notice or his duly authorized representative, and be served as follows:

> If to the City, by personal delivery or by deposit in the United States mail.
>
> If to the Contractor, by personal delivery to the Contractor or to his authorized representative at the site of the project or by deposit in the United States mail.

If to the surety or any other person, by personal delivery to said surety or other person or by deposit in the United States mail.

All mailed notices shall be in sealed envelopes, shall be sent by certified mail with postage prepaid, and shall be addressed to the addresses in the Contract Documents or such substitute addresses which a party designates in writing and serves as set forth herein.

7-20 PARTIAL INVALIDITY

If any provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

7-21 ATTORNEYS' FEES

Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provision of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover his reasonable attorneys' fees and costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful.

7-22 LANDS AND RIGHTS-OF-WAY

The lands and rights-of-way for the facility to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside the limits of the City's lands and rights-of-way.

Work in public right-of-way shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the work is located in addition to conforming to the plans and specifications. If a permit is not required, the work shall conform to the standards of the public agency involved in addition to conforming to the plans and specifications.

7-23 WAIVER OF RIGHTS

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the City, City's Representative, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

7-24 TAXES

The Contractor shall pay all sales, consumer, use, and other taxes.

NOTICE OF TAXABLE POSSESSORY INTEREST - The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

7-25 ASSIGNMENT OF ANTI-TRUST ACTIONS

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

7-26 PAYROLL RECORDS

It shall be the responsibility of the Contractor to maintain an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code Section 1776, and to ensure that each subcontractor also complies with all provisions of Labor Code Section 1776 and this contract provision.

All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent having authority over such matters.

The Contractor shall ensure that all payroll records are available for inspection at the Contractor's principal office during normal business hours and shall notify the City, in writing, of the place where all payroll records are located from time to time.

The Contractor shall furnish a copy of all payroll records, upon request, to employees or their authorized agents, to the City, to the Division of Labor Standards Enforcement, and to the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor shall also furnish a copy of payroll records to the general public upon request provided the public request is made through the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. In no event shall members of the general public be given access to payroll records at the Contractor's principal office.

Records made available to the general public in accordance with the prior paragraph shall be marked or obliterated in such a manner that the name and address of the

Contractor and/or subcontractor and the name, address, and telephone number of all employees does not appear on the modified record.

The Contractor shall file a certified copy of any requested payroll records with the entity that requested such records within ten days of the date a written request for payroll records has been received.

Failure of the Contractor to comply with any provision of this article or Labor Code Section 1776 within ten days of the date a written request for compliance is received shall result in a forfeiture of $25 per calendar day or portion thereof, for each worker, until strict compliance is obtained. Upon notification by the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, the City shall withhold penalties under this article or Labor Code Section 1776 from the Contractor's payments then due.

7-17CHARACTER OF WORKERS

Only competent workers shall be employed on the work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform work properly and acceptably, shall be immediately removed from the work by the CONTRACTOR and not be re-employed.

SECTION 8

ESTIMATES AND PAYMENTS

8-1 FINAL ESTIMATE AND PAYMENT

When the work has been substantially completed, the Contractor will make a final estimate of the total amount of work done thereunder and the amount to be paid therefor under the terms of the contract. If the City finds the work has been substantially completed according to the contract, he shall accept the work, shall file a notice of completion, and shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the contract. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of 40 days from the date of filing a notice of completion of the work by the City.

It is mutually agreed between the parties to the contract that no certificate given or payment made under the contract shall be conclusive evidence of performance of the contract and no payment shall be construed to be an acceptance of any defective work or improper materials.

8-2 CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the City may retain under the above article on PROGRESS PAYMENTS, the City may withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in his judgment may be necessary to cover:

> Payments which may be past due and payable for properly filed claims against the Contractor or any subcontractors for labor or materials furnished in or about the performance of the work under this contract.
>
> Estimated or actual costs for correcting defective work not remedied.
>
> Amounts claimed by the City as forfeiture due to delay or other offsets.

With advance written notice to Contractor, the City may apply such withheld amount or amounts to the payment of such claims in his discretion. In so doing, the City shall be deemed the agent of the Contractor and any payments so made by the City shall be considered as a payment made under the contract by the City to the Contractor, and the City shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The City will render to the Contractor a proper account of such funds disbursed in behalf of the Contractor.

8-3 WITHHELD CONTRACT FUNDS

Pursuant to Public Contract Code Section 22300, equivalent securities may be substituted for monies withheld to ensure performance of the contract, except contracts for which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), or where federal regulations and/or policies do not allow such substitution. The City reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities. The City shall also be entitled to charge an administrative fee, as determined by City in its sole discretion, for substituting equivalent securities for retention amounts. The City's decisions with respect to the administration of the provisions of Section 22300 shall be final and shall include, but not be limited to, determinations of what securities are equivalent, the value of the securities, the negotiability of the securities, the costs of administration and the determination of whether or not the administration should be accomplished by an independent agency or by the City. The City shall be entitled, at any time, to request the deposit of additional securities of a value designated by City, in City's sole discretion, to satisfy this requirement. If the City does not receive satisfactory securities within twelve (12) consecutive days of the date of the written request, City shall be entitled to withhold amounts due Contractor until securities of satisfactory value to City have been received.

8-4 REQUIRED RELEASES

The Contractor shall not be entitled to any payment specified in his Contract which is disputed until such time as the Contractor has executed a release, in the following form, releasing the City from all claims relating to the work for which the Contractor is being paid. The release form contains space for the Contractor to claim any disputed amount and to designate the retention amount for each period associated with the release. Contractor hereby expressly agrees that failure on his part to designate any disputed amount or to designate the correct retention amount for each release period on the release form shall constitute an express waiver of the right of the Contractor to claim any disputed amount or any retention amount at any later date. The City shall have no obligation to pay the Contractor for any work done until the release form attached to these contract documents has been executed by the Contractor and submitted to the City.

RELEASE FORM

CITY: _____

NAME OF CONTRACTOR: _____

PROJECT DESCRIPTION: _____

PERIOD WORK PERFORMED: _____

The above-named Contractor hereby acknowledges payment in full for all compensation of whatever nature due the Contractor for all labor and materials furnished and for all work performed on the above-referenced project for the period specified above with the exception of contract retention amounts and disputed claims specifically shown below.

RETENTION AMOUNT FOR THIS PERIOD: $_____

DISPUTED CLAIMS

DESCRIPTION OF CLAIM	AMOUNT CLAIMED

The Contractor further expressly waives and releases any claim the Contractor may have, of whatever type or nature, for the period specified which is not shown as a retention amount or a disputed claim on this form. This release and waiver has been made voluntarily by Contractor without any fraud, duress, or undue influence by any person or entity.

Contractor further certifies, warrants, and represents that all bills for labor, materials and work due subcontractors for the specified period have been paid in full and that the parties signing below on behalf of Contractor have express authority to execute this release.

DATED:

_____
PRINT NAME OF CONTRACTOR

_____
DESCRIBE ENTITY (Partnership, Corporate, etc.)

By _____

By _____

Exhibit A

Detailed Scope of Work

Solar Energy Field (SEF, AKA PV System) Description.

- System Size: 495.9 kW DC STC Rated
- Panels*: 2156 Yingli 230-Watt PV modules (or equivalent)
- Inverter*: One (1) Xantrex GT-500 kW inverter (or equivalent)
- Racking: Wattsun Single Axis Tracking System
- Monitoring Equipment: Energy Recommerce Data Acquisition System, Inverter Level, (DAS) (or equivalent)
- Revenue Grade Utility Meter as Required by CSI
- Open Chain-Link Fence, 8', barbed or razor-wire.

* Solar PV Panels and Inverter are to be direct purchased by The City of Ridgecrest, coordinated and construction managed by Trane. Included warranties on these items to be between the City of Ridgecrest and direct purchase agent.

Design. Trane and its subcontractors will design the Solar Energy Facility (SEF) according to local and national applicable building and electrical codes. Trane will provide Owner with all Design Documents being developed. The Design Documents will be stamped by licensed electrical and/or structural engineers as required by local permitting authorities or under applicable laws or regulations. Trane will furnish marked up construction plans noting any changes for input to as-built plans.

Materials. Trane shall purchase and furnish all necessary materials and SEF components as stated in the Design Documents and/or Submittal Package, excluding Solar PV Panels and Inverter(s). Trane and its subcontractors shall integrate and install such materials and components, including Solar PV Panels and Inverter(s), to meet the SEF Description.

Installation. Trane and its subcontractors will complete all required trenching, mechanical, and electrical work required for installation of the SEF within the inclusions and exclusions listed in Section 3.0.

Permitting. Trane and its subcontractors will obtain all required permits, including building permits, necessary for the construction, interconnection, and operating of the SEF. Owner shall provide such assistance as Trane may reasonably request to assist Trane and its subcontractors in obtaining the required permits.

Code. The Work will be built to local and state building code requirements.

Utility Interconnection. Trane and its subcontractors will perform all work and conduct all activities pertaining to the design and installation of the SEF required to interconnect the SEF to the electrical grid.

System QA/QC and Commissioning. Trane and its subcontractors will perform industry standard commissioning procedures, including pre-startup voltage

measurements, ground fault checks, polarity checks and fuse checks, post-startup performance checks and general system safety checks.

Inspection and Certification. Trane and its subcontractors will perform all work and conduct all activities required for SEF to pass final inspection according to permit requirements and achieve eligibility for available solar incentives.

Project Assumptions and Exclusions

Project Specific Assumptions: Any invalid assumptions may result in increased cost or delays to the project.

- There will be onsite parking for work crews.
- EMT with die-cast fittings may be used where NEC code allows.
- Inverter(s) will be located within 30 feet of the array field.
- Work hours 7am – 7pm, Monday – Friday.
- There are no special security requirements.
- Trane and is permitted to trench through parking lots, streets, pathways, landscaping and sidewalks. No traffic detours, fees or permitting costs are required for trenching and crossing roadways other than delineators and yellow caution tape.
- Contractor may install underground pull boxes with traffic covers in roadways.
- Soil is not contaminated.
- Heavy equipment can be driven on pavers, asphalt, concrete, and sidewalks.
- Any Asphalt trenching will be capped with 3” of material.
- Building shut down for tie-in to electrical will be during non-normal or off work hours.
- Work and portions there-of can be sub-contracted.
- No restrictions on line of sight of Solar Array by Authority Having Jurisdiction.
- Un-interrupted access to the array field at all times will be provided by Owner.
- There are no special access requirements for the array field by fire department or AHJ’s or maintenance personnel.
- Ground mount holes can be excavated at speed of 20 holes per day by a bobcat with a drill attachment.
- Trenching is 400 linear feet per 8 hour day with a case 410 backhoe or equivalent.
- All spoils may be dispersed on site; there will be no haul-off of spoils.
- Onsite storage is available.
- Payment and performance bonds are excluded.
- Taxes are included.

Exclusions: this Agreement does not include labor or materials for the following work:

- Any cost associated with municipal design, easement encroachment issues, architectural review, environmental or impact studies, or other specialty permits, including but not limited to, attending any public hearings, notification of neighbors, or additional drawings required.
- Moving Owner’s property around the site.
- Concealed structural damage (dry rot, termites, etc.)

- Failure of surrounding part of existing structure, despite Contractor's good faith efforts to minimize damage, such as plaster or drywall cracking and popped nails in adjacent rooms or blockage of pipes or plumbing fixtures caused by loosened rust within pipes.
- Repair of damage to roadways, driveways, and parking lots that could occur when construction equipment and vehicles are being used in the normal course of construction other than damage caused by Contractor's negligence.
- Any expenses incurred to correct pre-existing conditions or code violations.
- Any cost associated with trash removal or cleanup not directly a result of work performed under this contract.
- Upgrading of existing electrical service or systems.
- Damage to equipment (including but not limited to solar panels and inverters) caused by electrical grid fluctuations unless such damage has been caused by a defective interconnection to the grid.
- All labor related to troubleshooting the installation of the data monitoring system that is a result of problems that arise from the Host Customer's site, including but not limited to, Host Customer's internal communications, networks and firewalls.
- Does not include any painting of conduit or other electrical boxes.
- Installation of any smoke detectors, sprinklers, or life safety equipment that may be required by city/county.
- Meter replacement costs, if any.
- Retention on billings.
- Any re-location of equipment and vegetation in the vicinity of system equipment or components.
- Although utility line locates are included, unidentified underground obstructions and associated costs due to damage or increased work are not included (capped wells, fuel ventilation system, utilities, rocks, branch line or LV conduits, irrigation systems, etc.).
- Temporary construction toilets.
- Construction Water.
- Temporary power.
- Permit fees in excess of $5,000 combined.
- Structural, Geotechnical and Electrical Engineering fees combined in excess of $15,000.
- Any required fencing or cabinet to conceal/protect electrical equipment, other than standard non-privacy 8' chain link fencing around the inverter and array field.
- Storm Water Pollution Prevention Plan or any land drainage requirements.
- Removal of existing equipment or systems.
- Installation of network interface (network drop) for required production data monitoring if data monitoring is included (i.e. the City of Ridgecrest will provide available network interface or accept monthly cellular service cost for data access).
- AHJ requirements above and beyond the NEC Article 690, 2008 edition.
- Preventative maintenance and annual service requirements.
- Snow removal.
- Snow guards.

- Potholing of utilities.
- Landscape repair.
- Contaminated soils/materials disposal.
- Slurry coating or re-stripping of parking lots.
- Repair/replacement of broken or marked pavers, concrete, or asphalt by construction equipment unless due to gross negligence.

6

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT
Amended April 20, 2010 Local Assistance Plan (ALAP), Mandated Residential Curbside Pick-up and Recycling Modification relating to the Amended Ordinance of Ord.09-91 and the ALAP, and Kern County Sanitary Landfill Recycling Drop-off Area Conceptual Proposal.

PRESENTED BY:
James E. McRea

SUMMARY:

This action item is to review the actions and discussion of the potential modification of the Amended Local Assistance Plan (ALAP). The City Council, Benz Sanitation, and CalRecycle, have worked together in a partnership to improve the level of service and resolve many of the concerns reported and expressed by the community with respect to Mandatory Curbside Pick-up and Recycling Program. The forth billing cycle for residential accounts under the Universal (Mandatory) Curbside Pick-up and Recycling Program is scheduled for May and will included a flyer as to program modifications and additional information. Potentially, it may provide the opportunity to opt out of the curbside recycling program, but require individual recycling effort by the occupant of the site on a voluntary basis. The ALAP will require that the City improve its diversion rates or revert back to a mandatory residential recycling program. The ALAP must be adopted by the City Council and the amended ALAP approved by CalRecycle. The request to CalRecycle will additionally extend the compliance Order IWMA BR07 to December 31, 2011 and add additional sub-tasks to the ALAP. It is anticipated that the ALAP will be presented to the City Council at their regular meeting of May 05, '10 for adoption.

The modifications to Ordinance 09-01 were discussed as of a prior agenda item. Staff is in the process of developing a presentation of the diversion rates and requirements of AB 939 and CalRecycle for the May 05, City Council Meeting. The Finance Dept. has mailed letters to individual property owners in regards to delinquent and past due refuse, solid waste, and recycling accounts. The staff again in partnership with Benz Sanitation has resolved the vacant dwelling and/or unoccupied dwelling unit billing over the past three cycles. The condition will be corrected in the fourth cycle and individual property owners will be required to file an Application for Exemption or Adjustment for vacant and/or unoccupied dwelling after May 01. Those individuals who have already contacted the City will be forwarded a letter in regards to the prior billing. The City Council is requested to authorize funding for an agreement relating to an adjusted billing for a capitalization and implementation cost of property owners who have possession of vacant and/or unoccupied dwelling. A subsidiary ledger will need to be developed of ongoing and transitional vacancy properties, and assurance of program compliance. Upon application, properties will have the residential wheeled containers removed during the period of vacancy and service reinitiated at a time certain, within the application process, or within 30 days of when occupation occurs. The amended Ordinance bills occupied dwelling units, unless the application process has been completed by the property owner or authorized representative.

The City has requested the County of Kern to implement a self haul facility at the Ridgecrest Sanitary Landfill to be operated at the City of Ridgecrest expense to increase recycling opportunities for both residential and commercial individuals. The program is pending approval of the County Board of Supervisors, the Waste Management Department of Kern County, and CalRecycle. It is referenced in both of the above items and a copy of the request is provided in

Attachment I. It is intended in increase the recycling of cardboard and paper, but will provide for all recyclables to be source separated or co-mingled prior to entering the landfill.

At the conclusion of the discussion, staff would recommend implementation of any revisions to the ALAP and modifications to the existing Universal (Mandatory) Curbside Pick-up and Recycling Program for voluntary participation by election to opt out and undertake personal responsibility for recycling and diversion. City Council authorization is also required for the vacant dwelling and/or unoccupied dwellings.

FISCAL IMPACT:
The Franchise Agreement will have potential impact by proposed modifications to the program and the Vacant Dwelling Agreement could be an ongoing expense pending the level of applications for exemption.
Reviewed by Finance Director

ACTION REQUESTED:
Discussion and appropriate staff direction, and authorization of the Vacant Dwelling Agreement.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:
Action as requested : Harvey M. R

Submitted by: James McRea
(Rev 6-12-09)

Action Date: 04-21-10

CITY OF RIDGECREST

100 West California Avenue, Ridgecrest, California 93555-4054
Telephone 760 499-5004
FAX 760 499-1500

March 31, 2010

Mr. Doug Landon, Director
Kern County Waste Management Department
County of Kern
2700 M Street, Suite 500
Bakersfield, California 93301

Re: Kern County Ridgecrest Sanitary Landfill Drop-Off Program

Dear Doug:

The City of Ridgecrest (City) respectively requests Kern County's (County) consideration of a public/private partnership with the County, City and Benz Sanitation for a Recycling Drop-Off Area at the Ridgecrest-Inyokern Sanitary Landfill (SLF). Subject to County, City and Benz Sanitation's approval, the proposed drop-off program will be operated within the boundaries of the SLF by the City, and will be utilized by residential and commercial self haulers to increase recovery of materials currently being landfilled. In addition to forming partnerships with the County and Benz Sanitation, the City has also received the support of CalRecycle for this proposed program.

Background

In 2008, approximately 57,800 tons of waste was disposed at the Ridgecrest-Inyokern Sanitary Landfill. Of the total disposed, 58% (33,400 tons) was from the City and 42% (24,400 tons) was from the Unincorporated Areas of the County. There are also three buy back recycling centers for recyclables and CRV recyclables, however, for County residents near the Ridgecrest landfill, the closest drop-off sites for recyclables are the Kern Valley Transfer Station (42 miles) and the Glennville Transfer Station (57.2 miles). The proposed drop-off program at the landfill will provide both the City and the County the ability to offer self-haulers a convenient way to recycle. Additionally, the increased recovery of materials at the SLF will benefit both the City and the County through decreased disposal tonnage and increased compliance with AB 939 mandates.

The City's proposal includes the following:

1. **Drop-Off Program Description:**
   - The drop-off area will be located directly across from the gate house so the County Gate Attendant can direct self-haulers to the drop-off area (both residential and commercial). This may require a double stop at the gate house,
     before and after, pending source separated materials. Residential and commercial self-haul users will arrive at the gate house with source separated materials, or commingled loads, and will be directed by the County Gate Attendant to the drop-off area. After use, self-haulers will circle thru the drop-off area and back to the gate house prior to proceeding to the landfill area. Please see Attachment 1.
   - Materials accepted will be cardboard, mixed paper, plastic and glass containers (CRV and non-CRV) and metals (beverage and food containers only). The County has asked to limit metal drop-off to beverage and food containers to reduce confusion with the existing metal drop-off program at the landfill.

- The drop-off program will be free to residents; however, the City would like to reclaim a portion of its costs to provide drop-off recycling for both City and County businesses at the landfill, especially for cardboard. For example, the County has an ordinance (Ordinance) that may offer a 25% discount for 30 gallons of recyclables in a "small" load for commercial self-haulers. The City would like to discuss with the County ways to pass some amount of this savings to the City to cover the costs for commercial self-haulers. The County Gate Attendant would decide when to offer the discount based on examining individual loads.

2. **City/Benz Commitment:**
   - The Facility will be weatherized by the City with either asphalt desert mix or chip and sealed to minimize dirt and mud tracking onto the paved County access roads and fenced with two access points. The dimensions of the weatherized area will be approximately 100 feet by 200 feet, with a future expansion area of equal size as depicted on Attachment 1. The type of fencing used will be chain link.
   - Benz Sanitation will provide the bins and service the bins on a schedule to be determined and on the basis of the SLF operating hours. At least one 40 yard bin will be provided for cardboard and mixed papers. For plastic, glass, aluminum, and metals, it is anticipated that there will be either three-yard bins (at least four), or no more than two forty-yard bin(s) for mixed or co-mingled recyclables.
   - The City may provide some on-site staffing at the Facility by contract with DART or other sources. Any staffing the City provides for the Facility will be on the basis of the SLF operating hours.
   - Signage for the drop-off area will be provided by the City. There will be approximately three signs directing traffic to and through the area and four instructional signs within the drop-off area. The size and overall theme of the signs will be consistent with existing SLF signage and legal SLF signage requirements and will developed in coordination with County staff. The location of the signs will be determined also in coordination with County staff.

3. **County Commitment:**
   - The County Waste Aide will pick up litter and generally keep the drop-off area clean and compliant with the County permit requirements. The County will not be responsible for contamination inside the drop-off bins.
   - The County will identify and record the type of Facility users (either residential or commercial) and whether the materials came from the City or County. This information will be provided to the City and used to determine the Facility usage by City residents and businesses and the overall effectiveness of the City program. Tracking will be important to establish that self hauler users are participating in a diversion program based on the potential of a user opting out of the mandatory Ridgecrest recycling curbside or on-site program. The information will also provide the County with data to determine if any significant changes to the percentage of residential vs. commercial self-haulers have occurred as a result of the Facility.

As indicated, this proposal requires the concurrence by the County and Benz Sanitation. Upon approval, the City estimates the drop-off program will be operational in three months. Thank you for your consideration and any assistance and authorization that may be required as we move forward.

Sincerely,

Harvey M. Rose

Harvey M. Rose
Interim City Manager
City of Ridgecrest

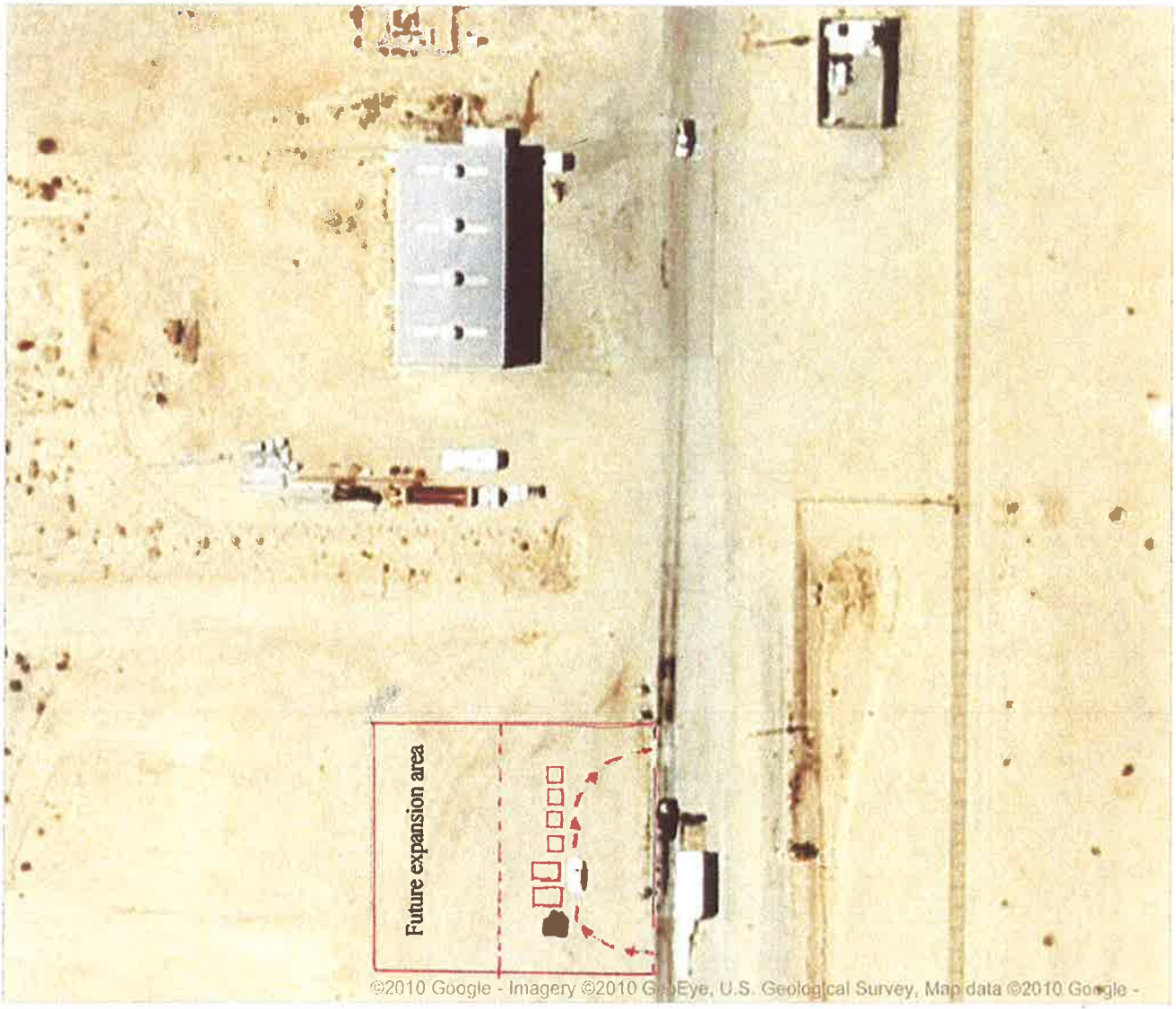
cc: The Ridgecrest City Councilmember's
CalRecycle
Benz Sanitation

Google maps

To see all the details that are visible on the screen,use the "Print" link next to the map.

Get Directions My Maps

Print Send Link



Kern County Sanitary Landfill Recycling, Diversion, and Drop-off Area Facility
Concept Only

Attachment 1

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT: A Resolution Of The Ridgecrest City Council Announcing Proclamations Prepared For The Month Of May And Scheduled Date Of Presentation

PRESENTED BY:
Harvey M. Rose, Interim City Manager

SUMMARY:

The Ridgecrest City Council receives requests for presentation of ceremonial proclamations for various events and observations. The resolution lists proclamations that have been processed and will be presented at City Hall on the date and time shown.

1. *Be Kind To Animals Week – May 2-8, 2010*
2. *Child Care Provider Month – May 2010*
3. *Honoring Ridgecrest Citizen – Dr. Mary Retterer – May 22, 2010*

TO BE PRESENTED AT CITY HALL ON THURSDAY, APRIL 22, 2010 AT 1200 NOON

FISCAL IMPACT: None
None
Reviewed by Finance Director

ACTION REQUESTED:
Adopt resolution

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Harvey M. Rose

Submitted by: Harvey M. Rose Action Date: April 21, 2010

(Rev.6/12/09)

RESOLUTION NO. 10-XX

A RESOLUTION OF THE RIDGECREST CITY COUNCIL ANNOUNCING PROCLAMATIONS PREPARED FOR THE MONTH OF MAY 2010 AND SCHEDULED DATE OF PRESENTATION

The Ridgecrest City Council receives requests for presentation of ceremonial proclamations for various events and observations. The following proclamations have been processed and will be presented at location, date and time shown below:

Proclamation titles with Date, Time and Location of Presentations

1. *Be Kind To Animals Week – May 2-8, 2010*
2. *Child Care Providers Month – May 2010*
3. *Honoring Ridgecrest Citizen – Dr. Mary Retterer – May 22, 2010*

This proclamation will be presented on Thursday, April 22, 2010 at 12:00 NOON at City Hall

APPROVED AND ADOPTED this 21st day of April, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Steven P. Morgan, Mayor

ATTEST:

_____
Rachel J. Ford, CMC
City Clerk

A Proclamation of
The City Of Ridgecrest, California

BE KIND TO ANIMALS WEEK

WHEREAS, we humans have the responsibility to care for all animals, companion, farm, and other; and

WHEREAS, we sometimes fail to remember our responsibilities in regard to animals; and

WHEREAS, the Indian Wells Valley Humane Society is striving to make our community aware of its responsibility to animals, namely to provide adequate food, water, and shelter, and to spay and neuter our companion animals in order to reduce the severe pet over-population problem; and

WHEREAS, the week beginning May sixth and ending May twelfth has been designated NATIONAL BE KIND TO ANIMALS WEEK.

Now, therefore, be it proclaimed:

The City Council of the City of Ridgecrest does hereby proclaim the week of May 2ND through May 8TH 2010 as "BE KIND TO ANIMALS WEEK" in the City of Ridgecrest.

Proclaimed April 21, 2010

Steven P. Morgan, Mayor

Ronald H. Carter
Mayor Pro Tem

Thomas R. Wiknich
Vice Mayor

Marshal "Chip" Holloway
Council Member

Jerry D. Taylor
Council Member

A Proclamation of
The City Of Ridgecrest, California

CHILD CARE PROVIDERS APPRECIATION MONTH
May 2010

WHEREAS, the State of California is currently home to more than 40,000 licensed child care facilities; and

Whereas, the City of Ridgecrest is home to numerous licensed child care facilities; and

WHEREAS, licensed child care facilities meet rigorous state safety and health standards; and

WHEREAS, by providing safe and stimulating environments for children to develop and learn, child care providers have made a lasting impact on our great state, county, and city; and

WHEREAS, child care providers are to be commended for their hard work, professional excellence, and commitment to California's youth

Now, therefore, be it proclaimed

The City Council hereby proclaims the month of May 2010 as "Child Care Providers Appreciation Month" in the City of Ridgecrest in recognition of the valuable service provided by child care homes and facilities.

PROCLAIMED APRIL 21, 2010

Steven P. Morgan, Mayor

Ronald H. Carter
Mayor Pro Tem

Thomas R. Wiknich
Vice Mayor

Marshal "Chip" Holloway
Council Member

Jerry D. Taylor
Council Member

A Proclamation of The City Of Ridgecrest, California
Honoring Ridgecrest Citizen Dr. Mary Retterer

WHEREAS, *Dr. Mary Retterer is the interim president of Cerro Coso Community College, located in Ridgecrest, California and part of the Kern Community College District, and;*

WHEREAS *Dr. Retterer's professional career includes experience in community college systems in California, Arizona, and Minnesota. She has led urban colleges, community and technical colleges, and colleges with satellite centers in rural areas and has experience with serving the educational needs of the military and working with David-Monthan Air Force Base in Tucson, and;*

WHEREAS *She began her administrative career in a variety of positions that were part of the Minnesota State Colleges and Universities System, including President of Ridgewater College in Willmar and Hutchinson. Dr. Retterer has been active in several prestigious learning institutions throughout her career and Implemented many new programs including New Faculty Learning Academy, Safe Halloween, inter-collegiate athletics, Public Safety Institute, Veterinary Technician programs and a streamlined strategic planning process , and;*

WHEREAS *Dr. Retterer has many years of teaching experience, including teaching business and accounting in the San Bernardino Community College district (1981-1993); the University of Texas at Austin in 1992; and California State Polytechnic University, Pomona, 1980-1981. She spent ten years in business and industry before coming to higher education, and;*

WHEREAS *Dr. Retterer earned an Associate of Arts Degree from Crafton Hills College, California; a Bachelors of Arts Degree in Administration, with a concentration in accounting, and a Master of Business Administration, with a concentration in accounting from the California State University, San Bernardino; and a Doctor of Philosophy in Educational Administration, Community College Leadership Program, from The University of Texas at Austin. She is also a certified trainer for Development Dimensions International (DDI).*

Now, therefore, be it proclaimed

The City Council of the City of Ridgecrest does hereby bestow recognition and honor to Ridgecrest Citizen Dr. Mary Retterer on the occasion of her retirement from Cerro Coso Community College.

MAY 22, 2010

Steven P. Morgan, Mayor

Ronald H. Carter
Mayor Pro Tem

Thomas R. Wiknich
Vice Mayor

Marshal "Chip" Holloway
Council Member

Jerry D. Taylor
Council Member

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:
Minutes of the Special City Council/Redevelopment Agency Meeting of March 12, 2010

PRESENTED BY:
Rachel J. Ford, City Clerk

SUMMARY:

Draft minutes of the Special Council/Redevelopment Agency Meeting of March 12, 2010

FISCAL IMPACT:
None
Reviewed by Finance Director:

ACTION REQUESTED:
Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested:

Submitted by: Rachel J. Ford Action Date: April 21, 2010
(Rev. 6-12-09)

MINUTES OF THE SPECIAL MEETING OF THE RIDGECREST CITY COUNCIL AND RIDGECREST REDEVELOPMENT AGENCY AND

City Council Chambers **March 12, 2010**
100 West California Avenue **4:30 p.m.**
Ridgecrest, California 93555

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 for the purpose of preparation of minutes.

CALL TO ORDER at 4:33pm

ROLL CALL

Council Members Present:	Mayor Pro-Tem Ron Carter, Council Members Tom Wiknich, Chip Holloway, and Jerry Taylor
Absent	Mayor Morgan
Staff Present:	Interim City Manager Harvey M. Harvey Rose; City Clerk Rachel J. Ford; Other Staff

APPROVAL OF AGENDA

Motion to approve agenda as amended Wiknich, Holloway, 4 ayes 1 absent

PLEDGE OF ALLEGIANCE led by Mayor Pro-Tem Carter

INVOCATION led by moment of silence

ORDINANCE AND RESOLUTIONS

1. <u>A Resolution Of The Ridgecrest City Council Calling And Giving Notice Of The Holding Of A General Municipal Election To Be Held On Tuesday, June 8, 2010, For The Purpose Of Submitting To The Voters An Initiative Measure To The Voters On Whether To Elect A Mayor As Required By The Laws Of The State Of California Relating To General Law Cities</u> Rose

This resolution rescinds Resolution 10-16 and amends the language to include three questions related to Elected Mayor. Language in Section 1 of Resolution 10-16 was formed as a statement and it was unclear both to the City and County what part would actually be printed on the ballot. In revising the ballot language, the maximum number of 75 words was exceeded and it is necessary to place a total of three questions on the ballot to stay within the regulations and at the same time present the questions originally called for in the initiative.

- Walt Maurer – great concerns about initiative, if you at meeting are resolving to put initiative on ballot, what is it. Last meeting discussing about questions to

place on ballot. Do as separate opinion poll, fine, and no issue to county to do that. Initiative signed by citizens contains full text description and only thing found from this initiative as legally submitted and signed is quoted. Amends the municipal code, doesn't ask questions. City attorney wrote ballot title and summary. That is not what this resolution does. Here's issue, if what is sending to county is three question, when are resolution for this initiative? Three questions don't equate into this. Cannot qualify this and put something else on the ballot.

- Robert Eierman – know that I greatly support initiative process. Concept of this initiative is also supported. Think going to run into difficulty. Won't find provision in election code to allow gather of additional signatures? Once turned in and found insufficient, it's done. While nice concept, isn't appropriate legally. Is it reasonable for Wiknich and Holloway as proponents allowed to vote, should abstain.

Council Comments

- Council Member Taylor – have to agree with public on this, struggled with this initiative, Mr. Eierman's comments and letters from the county questioning. Changing the wording also a problem. Not supportive.

- Council Member Wiknich – election code does not prohibit additional signature, other cities provide written guidance on collecting additional signatures. Challenge was put in and approved at both levels of city and county. Falls within the state, state of California elections division said code does not prohibit additional signatures so long as within the filing time to gather signatures. Initiative is to ask for questions to be put on November ballot. When put on the ballot in November these are the questions that will be present. June is to ask the council to put on the November ballot.

- Council Member Holloway – was a proponent of this, everybody got FedEx letter from county. A lot of time on phone today, concerned with original request. My concern, have not got anyone at kern county that supplemental signatures are accepted. County Asked to rescind previous resolution. Today's email states no supplemental signatures verified to County. As much as want to see go to ballot initiative, see similarities in text issue. We did this so cause wanted to do the right way. Did everything careful to do right, won't support at this time. Believe the relationship council members exerted, probably received special preference and can't support.

- Council Member Wiknich – don't have all the information, when I investigated supplemental signatures, was thru the state of California gave cities that allow. Not prohibited anywhere in code. City attorney made ruling and was put to county attorney who agreed with city attorney that there is nothing that prohibits it. There was nothing wrong, permitted now in other cities.

- Council Member Holloway – why did we get two letters from county? I was told unofficially that the state hires temporary employees; you could have received that information. Why so concerned at this point if their attorneys agreed.

- Council Member Wiknich – county clerk decision, reason they did not accept signature was their software was not set up to re-tabulate the results. It became evident to me they could not go further with supplemental signatures. City election falls under the city clerk and not the county clerk. County clerk has nothing to say about what we do and falls to our city clerk. Can have all the rules they want at county level, but city clerk can legally make that determination. Based on the fact that other cities allow in writing and not prohibited in code, do not see as special consideration to council members. This is legal and is the way to do it.

- Council Member Taylor – has city attorney weighed in on the letter?
    - Harvey Rose – not on that letter. In past, this initiative calls for advisory vote in June and the vote in November would be whether to actually change the law. With regards to the signatures, both city and county attorney consulted and agreed that it was legal to correct the deficit in signatures using the city clerk to make that determination. Clear in state code that a candidate has additional time to correct the deficit. Not as clear with regard to initiative but two attorneys agreed it was.

- Council Member Holloway – read letter from county clerk. Not lawyer but seems clear

Motion to adopt resolution was made by Council Member Wiknich. No second was received so motion does not go forward.

- Council Member Wiknich – going forward with what was approved last Wednesday.

- Council Member Holloway – is it possible to bring back to agenda to rescind that resolution.
    - Harvey Rose – you have approved a petition and a resolution. This resolution clarifies the language. If we stand with that resolution, the county will be unable to formulate a question for the ballot.

- Council Member Taylor – which means nothing will happen
    - Harvey Rose – means would miss the June election, could make the November election. Put city in strange position because initiative was found lawful and sufficient. No other choice but to place on ballot. Only thing that remains is the language of the question for the June ballot.
    - Council Member Taylor – struggle with that issue, someone signs a petition and now we are changing that.
    - Harvey Rose – only changing the language of the resolution. You have the traditional 3 choices, one is you can accept the questions will be on

the November ballot rather than putting an advisory vote to the people in June, can accept to place the questions on the November ballot.

- Council Member Carter – any other comment from council.

PUBLIC COMMENT

- Al Huey – wanted to get into discussion of what we're talking about. Speaking of initiative on ballots, my experience you have an initiative and usually question is you vote in favor of or against, yes or no. Putting any other question out there, let the initiative speak for itself. Question of what voters will see. Question to approve or disapprove, yes or no.

- Walt Maurer – objection to going ahead with resolution to put these 3 questions is distinctly different. Not to supplemental votes, vested interest in what the attorney said. Personally don't have a problem. My objection was that the initiative says one thing and the question that would appear. Recent example of measure N. Shall an initiative be approved that raises tax … did not introduce additional aspects not contained in the initiative. Lead question about electing mayor, yes. The other two questions talk about two or four year term. Nothing that deals with that. Not there. Understand the intent of this initiative, to amend the municipal code. No issue with first question. Other questions introduce new elements that are not in the initiative. This is what Mr. Huey said, would expect the question to be the lead question, if passed then council should do exactly what is said here. Specific instructions are in the summary and not the text. Directs council to put on the ballot whether to elect and the other term questions. That is the appropriate time to hassle out those wordings and specific issues. This is what was signed and what should be on the ballot.
    - Council Member Carter – cannot direct the item we just had, only items not on the agenda

- Ron Porter – initiative policy is to put forth the text of the initiative. Stepping over the bounds, allows the vote you want in November. Trying to modify is what is causing the problems.

- Robert Eierman – give you a reality check, you gentleman have been very worried about what might come down from state against the city. 10,000 per day fines. If you look at the law, it's a bullying number that is used. That is the maximum they can charge and that fine must be mitigated based on the size of the city and the severity of the violation. This would not be supported for Ridgecrest over Los Angeles. You are getting a 7,000 fine now, can call a fine by Benz or the citizens or by you. Benz reputation, a lot of you have defended Benz who did have a good reputation in this town, but is now a by-gone era. A lot of people who will never drive a Toyota again and you have a large portion of people in this town who do not feel good about Benz anymore. Read excerpt from California constitution pertaining to initiatives. 1972 decision regarding impeding initiatives. Proud to be a citizen bringing suit against each of you

because we are good citizens which includes Ann Barnett. We don't want city to pay a non-consolidated election fee so looking to save the city $91,000 by including Ann Barnett in suit and preventing her from printing the June ballot until this council puts the voluntary trash initiative on the ballot which will hopefully be next week.

- Craig Bradley – viewing population increase over last 60 days. Concern from public regards to live webcast of meetings. Wanted everyone know it is packed and out of bandwidth to allow more viewers than we have. Getting closer to going live UHF broadcast, FCC licensing on the way.

  Close public comment and are now adjourned

- Harvey Rose – will talk to county clerk on Monday to see if there is any way possible to use the resolution you have already adopted and put this on the ballot.

ADJOURNMENT at 5:12pm

_____
Rachel J. Ford, CMC - City Clerk

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:
Minutes of the Regular City Council/Redevelopment Agency Meeting of March 17, 2010

PRESENTED BY:
Rachel J. Ford, City Clerk

SUMMARY:

Draft minutes of the Regular Council/Redevelopment Agency Meeting of March 17, 2010

FISCAL IMPACT:
None
Reviewed by Finance Director:

ACTION REQUESTED:
Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Harvey M. R

Submitted by: Rachel J. Ford Action Date: April 21, 2010
(Rev. 6-12-09)

MINUTES OF THE REGULAR MEETING OF THE RIDGECREST CITY COUNCIL AND RIDGECREST REDEVELOPMENT AGENCY AND

City Council Chambers **March 17, 2010**
100 West California Avenue **6:00 p.m.**
Ridgecrest, California 93555

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 for the purpose of preparation of minutes.

Reconvened to Closed Session at 6:00pm

CALL TO ORDER at 6:00pm

ROLL CALL

Council Members Present:	Mayor Morgan, Council Member Ron Carter, Chip Holloway, and Jerry Taylor
Staff Present:	Interim City Manager Harvey M. Harvey Rose; City Clerk Rachel J. Ford; Other Staff

Council reconvened from special session to closed session at 6:00pm

The following item was added to the closed session agenda.

Motion To Add Item To Closed Session Conference With Legal Counsel - Eierman et al vs. Morgan et al was made by Council Member Carter, Second Council Member Holloway. Motion carried by voice vote of 4 Ayes, 0 nays, 0 abstain, and 1 absent (Council Member Wiknich)

Council adjourned to closed session at 6:05pm

CLOSED SESSION – 6:05 p.m.

GC54956.9 Conference with Legal Counsel - Potential Litigation - Public Disclosure Of Potential Litigant Would Prejudice The City Of Ridgecrest

GC54957 Personnel Matter - City Manger Recruitment - Update Report

REGULAR SESSION – 6:30 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION led by Pastor Jim Weston

APPROVAL OF AGENDA – REGULAR SESSION

The following items were added to the agenda

- Proclamations – Armed Forces Day – Invitation to Chair Joint Chiefs of Staff
- Proclamation – Armed Forces Day – Invitation to Chief of Naval Operations
- Resolution in support of the Local Taxpayer, Public Safety, and Transportation Act 2010
- Supplemental resolution letter of support for Kern COG to Southern California Edison

Motion to Approve Agenda of Regular Session of the Ridgecrest City Council for March 17, 2010 made by Council Member Taylor. Second by Council Member Carter. Motion carried by voice vote of 5 Ayes, 0 Nays, 0 Abstain, and 0 Absent.

CITY ATTORNEY REPORTS

- Keith Lemieux - City received complaint from don't tread on me organization regarding election initiative. No summons attached or evidence it had been filed with the court. The document attached as an exhibit reported to be the initiative submitted to city for petition was incorrect. Nature of decision rests on that document. Brought error to groups counsel and was told the complaint would be withdrawn.
    - Mayor Morgan asked attorney to investigate if document was filed and if so what are options at that point.
    - Keith Lemieux – can do that.

PRESENTATIONS

None

COMMITTEES, BOARDS AND COMMISSIONS

<u>Second Council Meeting</u> (3rd Wednesday of the month)

Public Works Department Director's Report - copy attached

- Dennis Speer gave update report on engineering projects currently underway. Report is attached to the agenda and is on file in the City Clerk's office.

Infrastructure Committee
Members: Tom Wiknich, Jerry Taylor, Lois Beres, Craig Porter
Meetings: 2nd Wednesday of the month at 5:00 p.m., Council Conference Room
Next meeting to be announced

- Council Member Wiknich – same as public works report

City Organization and Services Committee
Members: Jerry Taylor, Tom Wiknich, Nellavan Jeglum, Lois Beres

Meetings: 2nd Monday of the month at 5:00 p.m.; Council Conference Room
Next meeting to be announced

- Council Member Taylor – did meet, working on code enforcement issues. next meeting to be announced

Activate Community Talents and Interventions For Optimal Neighborhoods Task Force (ACTION)
Members: Co-Chairs Ron Carter, Chip Holloway, Ron Strand
Meetings: 2nd Monday of odd numbered months at 6:00 p.m., Kerr-McGee Center
Next meeting to be announced

- No meeting this month, next meeting in May

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

- Council Member Wiknich – Town Hall meeting the 24th, Wiknich and Holloway will attend

- Mayor Morgan – will be at Kern COG tomorrow night for guidance and transportation issue. Would like to ask Mr. Wiknich if available on Monday at 12:00 noon. CALRecycle wants a teleconference to discuss LAP revision. Inviting you to attend this meeting to discuss items to bring back to public. No decisions, just discussion and review of documentation provided to us by CALRecycle including board of director's report regarding P3 renewable energy. Want to make sure this report is made public. Doesn't answer questions but is informational.

CITY MANAGER/EXECUTIVE DIRECTOR REPORTS

None

PUBLIC HEARINGS

1. <u>Resolution No. 10-, A Resolution Of The Ridgecrest City Council Establishing A Finding For Unmet Needs That Is Reasonable To Meet In And With The Public Transportation System</u> Speer

The Ridgecrest City Council Considering Public Comments To Establish A Finding For Unmet Needs That Is Reasonable To Meet In And With The Public Transportation System.

- Mayor Morgan - stated decrease in transportation funding this year expected. Be aware as we discuss transportation needs.

- Dennis Speer - gave staff report of unmet needs public hearing. Intent is to receive public comments and to determine any unmet transportation needs that

are reasonable to meet. Gave overview of the documentation and process which will be presented to Kern COG. Guidelines for unmet needs is unmet transit needs exists, individual of any age, or physical limitations and is unable to transport themselves… 4-prong definition of "reasonable to meet" was read. Recommendation is to conduct public hearing, receive comments, discuss and determine if there are unmet needs.

Opened public comment at 7:05pm

- Jack Moyer – grew up driving and was told it was a privilege. Riding the bus is a necessity. If don't have privilege to drive a car then need the bus. Have you called and used the bus and if so what did you think?
  - Mayor Morgan – inefficient
  - Mr. Moyer – is inefficient, computer dispatch now online but unfortunately. Asked how many buses
  - Dennis Speer – 5 total, 3 online and 2 spares
  - Mr. Moyer – compliment the drivers and dispatch, but unfortunately the current hours for setting reservations for the following day is inefficient. These people are being inconvenienced. Since update of computerized system, those used to see with walking aids are not there. Bringing down the system. Cutting back on costs is also cutting back on service. Have been on the bus and seen reduced activity. Availability would increase revenue. Thinking if you increase the service you increase the revenue. These people have a need, age; health, income restriction like social security needs this system. People are good hardworking, drivers should be commended; they go out of their way to help people. Should be proud of that segment of employees. Since computerization things have cut back, could probably raise the fares, $1.50 for handicapped person is small, would be willing to pay 3 or 4 dollars to get to the store. When I take my guy in a wheel chair, driver assists and we get to the store, outstanding service. Increase service and bus stops. Wheelchair or cane having to go 3 blocks to a bus stop is not reasonable. A lot of us who use the bus and it is a positive thing for our community. Meets the need of a segment of our community.
  - Mayor Morgan – if you think of something else, please submit it.

- Dave Matthews – Mr. Moyer mentioned something that has bugged me for a long time and that is the state of California considers driving a privilege. With the transportation system we have, driving is a necessity especially in a hot desert. Besides the bus, there is a gap left which bus service could not fill because can't operation 24 hours per day, in past have had various cab companies in town, past ones no longer in business. In swap sheet there are enterprising people with limousine service for out of town, great except for cost. Social security seniors can't afford their rates. Don't get good gas mileage on truck but doesn't cost 10.00 to get across town. Rates being charged in town are not affordable for people of low-income. Have not noticed that city has encouraged anyone to go into a taxi business, franchise with city and lower fares. After hours from bus service.

- Council Member Taylor – questioned Mr. Speer on deviated fixed route, deviated part is dial-a-ride and fixed bus stops are a hybrid. Concern is ability to implement. If we end up with 20% cut, is the implementation feasible?

- Dennis Speer – case of 2 evils. Need to get ridership up in dial-a-ride. Selling time not space. Need for deviated fixed. Knowing in implementing would have to spend more but still hope to go to it and focus around peak hours of service. May have to curtail on what we currently have.

- Council Member Taylor – if we change levels of service do we have to have another public hearing?

- Mayor Morgan – do not have to come back, just let public know changes.

- Mr. Moyer – people are there from 6am to 6pm but reservations are only from 9-12 and 1-3. If we forgot to call during those hours, won't be able to schedule the ride. Like the person better than the computer. Paid a lot for a system which should have enhanced the efficiency.

- Council Member Taylor – will call Dennis about demographics

- Harvey Rose – not recommending we charge 100% of cost but can you give an idea of what the rides cost.

    - Dennis – cost to operate a bus per hour is $125.38, if maximize with 5 riders per hour would recoup 12.50.

- Mayor Morgan – understand this system is not designed to make money, but 10% fare box ratio must be met.

- Mr. Moyer – 2.50 per general ridership, seniors 1.25 and handicapped companion ride free. Point making is 5 riders; don't understand cause ride bus from central city to Wal-Mart. Programming should be picking up 2 more people. Have seen people get on when I get off. Scheduling and timing could be used more tightly.

    - Speer – problem with demand response, call from Inyokern to Cerro Coso and next person wants picked up at Wal-Mart and go to base. Dial-a-ride is almost impossible to run more than 5 persons per hour.

- Mayor Morgan – do allow persons at various stops to get on without appointment. Just scheduled appointments

- Mr. Moyer – if all 5 buses are running then ridership would increase. Would not get a booked up notice if called in. Enhance and use system to maximum capability. Maybe give a little, take a little rather than diminished service.

    - Mayor Morgan – public comment is request is to expand level of service given amount of funding may have. Your report is may have to curb

deviated fixed route due to lack of funds. Will this also affect current service?

- o Dennis Speer – if we move to deviated fixed, could pull off the dial-a-ride appointments. Could receive increase revenues.

- Council Member Taylor – dispatch available during hours of operation for ADA and seniors. Bus running 8-5 will know when to deviate in real time. Ridership should appreciate the 'loop' and have to wait for the full cycle before being picked up. My position is to address citizen's comments. Point of deviated fixed is to get fare box up and better level of service. Opportunity to improve.

Motion to approve made by Council Member Carter, second by Council Member Holloway. Motion carried by voice vote of 5 ayes, 0 nays, 0 abstain, and 0 absent.

ORDINANCES AND RESOLUTIONS

DISCUSSION AND OTHER ACTION ITEMS

2. <u>Kern County Sanitary Landfill Recycling Drop off area conceptual proposal</u>
McRea

- Jim McRea gave staff report to council regarding a proposed recycling drop-off area at the Kern County Sanitary Landfill. Discussion phase only, proposal by March 31. Major concern of CALRecycle is cardboard and plastics. Opportunity to negotiate and develop a diversion drop-off in conjunction with Kern County and CALRecycle. Location identified opposite the gatehouse. At least 2 more meeting prior to the proposal coming back to council. Similar to drop-off at corp. yard except larger bin. Practical matters of cost to city to transport to Tehachapi, commercial accounts breaking down of cardboard and other items.

  - o Council Member Taylor – does county have programs at other landfills?

  - o Mr. McRea – at least 2 others in greater Bakersfield, one by Bakersfield and one by county

  - o Council Member Taylor – property tax used to pay?

  - o Mr. McRea – no land use fee.

  - o Council Member Taylor – interested in the land use fee there versus what we are currently paying. County residents would benefit and therefore County itself would benefit. We would be doing the right thing. Will this be credited to the City's diversion rate or County? Discuss procedural issues if we can get credit for it being in place and not the numbers then we are good, but if we are going to be talking numbers then not in favor. Terms of equipment, need these things and want to know what is phase 2. Roll offs sound good but concerned if no differential platform for it to fall into. Logistics need to be clarified. Our fair share in terms of city versus

county residents should be identified. We are in these together and county needs to get their diversion numbers up. Partnership together.

- Mayor Morgan – agree with Taylor about wind blowing to other locations, but more concerned about a gate fee. Cost for that material to come there and county will charge for actions on their part. Costs associated that we should be discussing. Gate fee charged to dump your recyclables and helps pay for program to keep it going. City can't just write a check each month for use of their property and then to Benz for transportation.

- Council Member Taylor – very good point, water bill last month was 32.00 and 20+ was for infrastructure. Sensitive to gate fees. Amount of dumping which occurs outside the dump a concern. Need to generate revenue to pay for this.

- Council Member Holloway – remember Mammoth has a compactor with truck on other end.

    - Mr. McRea – transload facility would have that, this is more of an expansion of the small one at the corp. yard, Benz provides the containers and then they would haul. Part of the discussions.

- Council Member Holloway – open house last week, have to have these discussion with both county and Benz and CALRecycle before bring to council.

- Council Member Wiknich – self-haul program don't have to separate. What happens if not separated?

    - Mr. McRea – currently buried. County doesn't care.

- Council Member Wiknich – mammoth facility is great, what are our goals?

    - Mr. McRea – cardboard and paper, separate. Resident who wants to self-haul, plastic and glass doesn't have to be separated until we get to transload system. This is primarily to make sure as little is buried as possible and to make our diversion rate and the recyclable which is small component. Ridgecrest 75% of waste is deemed commercial, so if resident didn't take anything to landfill wouldn't get near our required diversion.

- Council Member Carter – appreciate this and are moving in the right direction. Regardless of program have to meet diversion rate.

- Council Member Taylor – another opportunity is corp. yard solutions around town. 3 yard bin solution, if truck picked up bins with cardboard truck could be bailer. More locations with that type of sorting unit and then truck. Need to have option at county dump but focus on options in town or fairgrounds with sorted bins.

- Mr. McRea – makes sense for residential but would subsidy commercial accounts.

- Council Member Taylor – put on ballot measure relative to residential. Good comment about right sizing versus self-hauling

  - Mr. McRea – currently fill 4 bins per week that is not coming from residential use.

  - Harvey Rose – each site requires oversight from employees who keep area clean, reality not happening, landfill proposal includes a county employee who will volunteer to direct people to our bins, but that gatekeeper won't do a lot of inspection or cleanup.

Opened for public comment at 7:54

- Dave Matthews – as far as the bins, they don't have to sit on the ground, comes to mind the loading dock at Wal-Mart, trucks back in and down a slope so they are floor level and trailer is even with floor of store. Bins could be put in simpler gulley a couple feet above ground, sounds great but haven't heard what's happening with fees residential are paying if they choose to self-haul. Needs to be in discussions.

- David Knight – with people who don't already use recycling facilities in town, would they be more likely to drive to dump. Will they drive to dump when they can get paid to use local recycling facilities? Seems to be designed to satisfy CALRecycle rather than increase diversion rates.

- Howard Auld – do it.

- Mayor Morgan – anyone listening and has a comment for later date, please get it to city staff so we can continue to work on as a package program.

3. <u>Discussion of SERAF Payment</u> Wiknich

- Harvey Rose – Mr. Wiknich asked the question at the last meeting that rather than make this payment to county and state can we withhold it and pay directly to debt owed to school district. Letter is in packet identifies several things that would happen if we fail to make payment to state. One problem is we could not be considered to bond and would be required to add 5% of revenues to housing set aside for remaining life of agency. Each redevelopment agency has difficulty expending that set aside and would increase that difficulty. Recommend we make payment with strong protest.

- Council Member Wiknich – understand, state requires payments and even if we meet the goals of the program we get slammed. Read excerpt from report. This is frustration. Make a statement. We're offering to give directly to sierra sands.

- Mayor Morgan – noted that California redevelopment agency is suing state and we have joined these communities to try and get this money back.

CONSENT CALENDAR

All items on the Consent Calendar are considered to be routine by City staff and will be approved in one motion if no member of the Council or the public wishes to comment or ask questions. If comment or discussion is desired by anyone, that item may be removed from the Consent Calendar and be considered separately, with public comment, before action is taken.

- Morgan – read consent calendar.

- Nothing pulled

Motion To Approve Consent Calendar Made By Council Member Taylor, Second By Council Member Holloway. Motion Carried By Voice Vote Of 5 Ayes, 0 Nays, 0 Abstain, 0 Absent.

4. Resolution No. 10-, A Resolution Of The Ridgecrest City Council To Grant A Designated Period For Two Years Additional Service Credit (Golden Handshake) For The Eligible Local Miscellaneous Member **A. Taylor**

Effective February 16, 2002 the city's contract with the California's Public Employees' Retirement System (CalPERS) was amended to allow two years of additional service credit (Golden Handshake) to local safety and local miscellaneous member. The retirement window is March 22, 2010 to July 1, 2010. This benefit allows members to retire during a designated window period because of impending mandatory transfer, layoff, or demotions and receive two additional years of service credit at no cost to the member

5. Resolution No. 10-, A Resolution Of The Ridgecrest City Council To Sign A Letter In Support For Grant Proposal By Kern Council Of Government To Southern California Edison Company For Implementation Of A Local Government Strategic Plan **A. Taylor**

6. Resolution No. 10- , A Resolution Of The Ridgecrest City Council Announcing Proclamations Prepared For The Month Of March 2009 And Scheduled Date Of Presentation **Rose**

The Ridgecrest City Council receives requests for presentation of ceremonial proclamations for various event and observations. The following proclamations have been processed and will be presented at location, date and time shown below:

Proclamation Titles

Junior Bluejacket of the Year Week - March 20-26, 2010 (winner to be announced on March 20, 2010)

Senior Bluejacket of the Year Week - March 20-26, 2010 (winner to be announced on March 20, 2010)

These Proclamations will be presented on Saturday, March 20, 2010 at China Lake Naval Weapons Station Annual Bluejacket Dinner

7. <u>Minutes Of The Regular City Council/Redevelopment Agency Meeting Of February 17, 2010</u> Ford

8. <u>Minutes Of The Regular City Council/Redevelopment Agency Meeting Of March 3, 2010</u> Ford

PUBLIC COMMENT

Persons wishing to address the Council on matters that are within the Council's jurisdiction and do not already appear on the agenda, may do so at this time. Pursuant to the Brown Act, the City Council may not take action on an item that does not appear on this Agenda. Speakers are limited to five (5) minutes. The PUBLIC COMMENT section of the Agenda is limited to a total of sixty (60) minutes. Speakers are asked to provide their name and address for the record.

- Walt Maurer – one month ago tonight this council considered ordering report on trash initiative or to adopt or resolve. Some discussion. Was led to believe that while council would order a report, that at the next meeting they would make sure it was put on the ballot. A number of other citizens received the same assurance. Quoted Mr. Holloway who assured it would be on the election. Two comments played from previous tape. One from Keith Lemieux to Dorothy Brown and the other from Mayor Morgan to Dorothy Brown. Last speaker cast the deciding vote. Your words mean nothing.

- Dave Matthews – wanted to take the opportunity to wish happy St. Patrick's Day to everyone. Couldn't find green cap but did have green salad. Couple things heard tonight regarding the blarney we have to go thru to get our roads fixed and the blarney we have to go thru to cow tow to the state. Clear we have to turn things around by getting those rascals in Sacramento to get this state back where it belongs.

- Robert Eierman – reality check number 3. Not absolute realities but realities to citizens. What is listening to? Context of item and public comment. Council not restricted from commenting and discussing among them, can't act on it. Instead we get 'thank you'. Does that work with family and friends, would they say you have listened? Listening also involves taking action. Doesn't mean giving a dismissive 'thank you' and then going on. Easy for large group of citizens to have significant loss of confidence in you when that happens. When you don't follow the law, whether your vote to deny citizens their right or lack of defending citizens deserved rights, you are violating your oath of office. Many citizens have loss of confidence. Citizens have right to know and doesn't matter about how many times we warn you about violating the Brown Act. Citizens have right to know, you violated brown act at least 4 times tonight. You don't care.

- Mayor Morgan – this council has not violated the brown act. Now we are going to get into a debate. Have not violated the brown act, if you believe we have taken us to court.
- Mr. Eierman – agenda is a violation must be posted 72 hours prior to the meeting.
- Keith Lemieux – exception is items which require action and come to council's attention after posting of the meeting.
- Mr. Eierman – partly our lawsuit. Have not identified parties in closed session.
- Keith Lemieux – will respond?
- Mr. Eierman – haven't responded to a letter sent in December.
- Mayor Morgan – please resubmit letter and it will get answered.

- Ron Porter – discussing about decision to elect mayor, apparently not going on the ballot due to a vote earlier this evening. Don't see any reason why this issue isn't going to the ballot. Trying to find a reason why shouldn't be there and can't find it. Initiative process is public process, read this thing and was open ended, pulled last sample ballot, has things on it the same way should be listed as a proposition. Should be on the ballot. Council needs to pay attention to citizens will.

- Howard Auld – best way to approach talking about armed forces day is a letter that is going to be sent. Read letter to public. May 14-15, 2010 armed forces day activities. Invitations sent to various state senators, congressmen, and military leaders. Positive response from the above people, your presence will send public message of solidarity to military community. As of tonight we have heard from jean fuller, congressman McKean, congressman McCarthy, asst. secretary of navy, expecting city and county people, Captain Storch and possibly captain winter. High school band and Junior ROTC. Traveling Vietnam wall will be here also. Looking for other things. Freedom Park reserved. Pleased with your help and proclamations. Sends a message to these people that this is an important day and event for Ridgecrest.

- Mike Neel – Had portions of article was going to read but will spare that. We have continuing example of citizens not being listened to as I stand here in public comment at the end of the meeting. Citizens have requested it be at the beginning of the meeting. Made plans for those who don't want to stay up till 10:30 and 11:00. Express regrets to Mr. & Mrs. Auld who stay up this late, others won't come because of this. Every 2 weeks would be nice to see citizens request honored.

- Mayor Morgan – did consider but had to consider the persons who had items that were on the agenda. Business portion comes first then public comment comes after. Not denying anyone ability to speak. Appreciate those who write their comments to us which are then distributed to the remaining board members. Have never denied anyone the ability to speak.

MAYOR AND COUNCIL COMMENTS

The Mayor and Council Members may make a brief statement. In addition, Council Members may ask questions of staff or the public for clarification on any matter, make a request of staff for factual information, or request staff to report back to the Council at a later meeting concerning any matter. In addition the Mayor or any Council Member may direct the City Manager to place an item of business on a future agenda.

- Council Member Holloway – no comments

- Council Member Taylor – been interesting few months on council, couple of observations, headlines will be interesting tomorrow. Couple initiatives that have issues, one says they are taking us to court if it does will be first time my name will be on a lawsuit. Other item the issue was the county, council tried several versions and iteration with county to try to get the item on the ballot. To be honest should have been dead out the gate but didn't happen. Public comment, when citizens disagree with someone in the room interesting how sound bites are cut and used on the radio. Diversion program and dance with the state, no one with a yellow shirt came forward to help. Interesting fight. Some individuals forget why I ran, I ran to prevent someone with a yellow shirt from filling this vacancy. I love this city and want to protect it. Feel I'm representing citizens even though they are upset right now. Want newspaper to review their processes; don't think some comments posted on blogs are responsible.

- Mayor Morgan – blue jacket dinner march 20; March 26 respect for law dinner at Elks lodge and tickets still available; Seabee ball may also be coming up. Tonight heard last ditch effort by certain group who will frame a certain genre around council, use of radio station and media to paint black pictures on council. When they lose again, perhaps we can then move on.

- Council Member Carter – stop dividing ourselves, community needs to come together. Regardless of whom sits on council, still have to follow the law. Council doesn't want mandatory trash but community has to meet diversion rates. Disappointed we will keep fighting each other, outstanding candidates for city manager and will be scared away. Hurting city and dividing community but still have to meet diversion rate.

- Council Member Wiknich – thank city clerk's office and staff for assistance in trying to get initiative into format that would go thru, thank volunteers. Now down to point, special meeting to try to put wording on ballot. Still at a loss for words on why it didn't pass, reason didn't pass is because people gave us preferential treatment. Trash people got a question on ballot, we didn't even get that. This is third time I've polled people about elected mayor. First time 60%, second time 75% and now over 1400 signatures that qualify added to those who weren't registered, people just wanted question asked. I voted to have trash question put on ballot. Want to tell you that I made campaign promises to take this to that level, this time it will be in the form of a law. Will write a law and let the people decide. I believe the people have a right to be heard. Another issue in my first campaign learned in gather signatures a lot of angry people who say we aren't

listening. Heard 'all the bums should be removed from office' part of the anger is they get up here and go on and on and on. One question asked in former poll was term limits. 60% of people agreed with term limits. That will be petition number 2 for November ballot. My response to not getting simple question on the poll.

ADJOURNMENT at 8:37pm

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Rachel J. Ford, CMC - City Clerk

10

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:
Minutes of the Special City Council/Redevelopment Agency Meeting of March 17, 2010

PRESENTED BY:
Rachel J. Ford, City Clerk

SUMMARY:

Draft minutes of the Special Council/Redevelopment Agency Meeting of March 17, 2010

FISCAL IMPACT:
None
Reviewed by Finance Director:

ACTION REQUESTED:
Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Harvey M. Rose

Submitted by: Rachel J. Ford

Action Date: April 21, 2010

(Rev. 6-12-09)

MINUTES OF THE SPECIAL MEETING OF THE RIDGECREST CITY COUNCIL AND RIDGECREST REDEVELOPMENT AGENCY AND

City Council Chambers **March 17, 2010**
100 West California Avenue **4:00 p.m.**
Ridgecrest, California 93555

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 for the purpose of preparation of minutes.

CALL TO ORDER at 4:15pm

ROLL CALL

Council Members Present:	Council Member Ron Carter, Tom Wiknich, Chip Holloway, and Jerry Taylor
Council Members Absent	Mayor Morgan
Staff Present:	Interim City Manager Harvey M. Harvey Rose; City Clerk Rachel J. Ford; Other Staff

PLEDGE OF ALLEGIANCE led by Mayor Pro-Tem Carter

INVOCATION led by moment of silence

APPROVAL OF AGENDA

Motion to Approve Agenda of Special Session of the Ridgecrest City Council for March 17, 2010 made by Council Member Holloway. Second by Council Member Wiknich. Motion carried by voice vote of 4 Ayes, 0 Nays, 0 Abstain, and 1 Absent.

SPECIAL SESSION

Resolution No. 10-21, A Resolution Amending Resolution 10-16 Of The City Council Of The City Of Ridgecrest Calling For A Municipal Election To Consider An Initiative Regarding The Election Of A Mayor And Determining The Term The Elected Mayor Will Serve **Rose**

The resolution presented, radically amends Resolution No. 10-16 to clearly formulate the question to be place on the June 8, 2010 election ballot and to define other necessary procedures required of a measure to be placed on the ballot including Budget Analysis and Arguments. The County elections calendar provides submission of rebuttal arguments up to close of business on March 22, 2010

- Keith Lemieux – gave staff report indicating that the language of the initiative was incomplete, similar to Trash initiative thereby no clear question was present in the body of the initiative. Sufficiency report included supplemental signatures

resulting in a disagreement between the City and County. Currently, the initiative is flawed so the amended resolution presented is the Council's resolution to place the questions on the ballot. Non-binding measure, poll only and does not obligate Council to take action. Action is exactly like the trash initiative.

- Jerry Taylor – not trying to fix at this point, just council taking their own questions to the poll.

- Harvey Rose – deadline of 5pm, hope to conclude matter around 4:30 so city clerk can finalize and get signed and sent off.

- Chip Holloway – not binding

- Keith Lemieux – correct, to be binding would have to propose specific change in the ordinance.

- Jerry Taylor – question to council members, non-binding, if approved today, assume they vote up, is intent to bring to council to enact an ordinance.

- Harvey Rose – assuming positive vote in June, have 3 options. 1. Place on November ballot 2 questions listed, or to create own ordinance involving direct election of mayor, or 3 ignore.

- Jerry Taylor – if passes in June and we decide to draft ordinance, eligibility to elect a mayor.

- Keith Lemieux – Mr. Rose spoke about ordinary circumstances, not certain that this matter can be adopted by ordinance. May have to do by election. Recall specific statute and don't want to give impression could be done by ordinance afterwards.

- Jerry Taylor – in other words, if passes in June, then November would be putting forward something that would not be voted on for another 2 years.

- Keith Lemieux – yes but need to look at statute.

- Jerry Taylor – if do not pass today, would have to go back and start over.

Public Comment

- Ron Porter – biggest problem is initiative put forth is clear on what should be enacted, should be addressed as proposition for adoption. If on ballot as written as proposition number would go on ballot as written. Language could be better but could use language written here.

- Chip Holloway – understand original isn't binding

- Ron Porter – binding to put the question on ballot, not binding to create ordinance and enact.

- Ron Carter – read editorial in DI and agree with what was in the DI. Perception is growing that 2 council members are getting special privledges.

- Tom Wiknich – heard this also, can't speak for Holloway. Agreed to change rather than push for the original. Agreed to make same as what Council did with trash, not forgetting the Walmart initiative which was pushed thru council. In order to show we are not able to change initiative, cleaner way is to do same as trash. Non-binding survey and if voted down then dead issue, if voted up then council make decision for future. By agreeing to this path, we are now treating this same as the other.

- Chip Holloway – adamantly opposed Friday because of issue with signatures and public perception. Confident the signature issue is resolved. Not willing to change text. Only reason brought forward is for 12 years have not been sure if public really wanted this. Trash initiative demanded council make specific changes. This in an opinion poll and holds us to the same standard.

- Jerry Taylor – really trying to sample the public. Concern about this issue is to many people means many things. Agreed last Friday about special treatment, but if going to bring this forward, will truly ask public of elected mayor want it to be more definitive. This one would rather be asking the question of what kind of program you want for elected mayor. To have it on the ballot as you are running for mayor or the person who gets highest number of votes. Concerned public will be voicing their expectations. Some will have expectations of separate ballot and other will expect highest vote getter.

- Tom Wiknich – point of this is to determine if we need to have that discussion at all. If this poll is defeated we don't need to have discussion. If voted up then will need to discuss.

- Jerry Taylor – arguments being written. In the words can the argument describe the process better? Only have until the 22nd to deliver.

- Ron Carter – third or fourth time to council, citizens came each time and said they were not interested in changing things. Have problem with this and concerned our attorney has been in negotiations with county. Doesn't smell right and gives strong perception that council gets special treatment on initiatives. Wasn't done right, concern with county's opinion that not enough signatures to begin with. Isn't right, had conversations in past that when we elect mayor, pro-tem, vice that the positions automatically revolve forward. Would rather see it done that way. Can't support this, done wrong and isn't good.

Motion To Amend Resolution No. 10-16 Was Made By Council Member Holloway, Second By Council Member Wiknich. Motion Failed By Roll Call Vote Of 2 Ayes (Council Members Holloway And Wiknich), 2 Nays (Council Members Carter And Taylor), 1 Absent (Mayor Morgan). Motion Failed.

Meeting adjourned to 6pm meeting.

ADJOURNMENT

_____
Rachel J. Ford, CMC - City Clerk

11

CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:
Minutes of the Special City Council/Redevelopment Agency Meeting of April 5, 2010

PRESENTED BY:
Rachel J. Ford, City Clerk

SUMMARY:

Draft minutes of the Special Council/Redevelopment Agency Meeting of April 5, 2010

FISCAL IMPACT:
None
Reviewed by Finance Director:

ACTION REQUESTED:
Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested:

Submitted by: Rachel J. Ford Action Date: April 21, 2010
(Rev. 6-12-09)

MINUTES OF THE SPECIAL MEETING OF THE RIDGECREST CITY COUNCIL AND RIDGECREST REDEVELOPMENT AGENCY

City Council Chambers **April 5, 2010**
100 West California Avenue **4:30 p.m.**
Ridgecrest, California 93555

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

CALL TO ORDER – 6:30 p.m.

ROLL CALL

PRESENT: Mayor Marshall Holloway, Mayor Pro Tem Steven Morgan, Vice Mayor Thomas Wiknich

STAFF: Michael Avery, City Manager; Rachel J. Ford, Deputy City Clerk; and other personnel

APPROVAL OF AGENDA

PLEDGE OF ALLEGIANCE

INVOCATION (Moment of Silence)

PUBLIC COMMENT – CLOSED SESSION

No Public Comment was presented for Closed Session Items

CLOSED SESSION – 4:30 p.m.

GC54957.6 Labor Negotiations – UFCW Local 8; PEAR; Confidential; Mid-Management; Management – Agency Negotiator Harvey Rose

CITY MANAGER REPORT OUT OF CLOSED SESSION

Council received a report of the City Manager pertaining to current negotiations. No Action was taken.

PUBLIC COMMENT

Persons wishing to address the Council on matters that are within the Council's jurisdiction and do not already appear on this agenda, may do so at this time. Pursuant to the Brown Act, the City Council may not take action on an item that does not appear on this Agenda. Speakers are limited to five (5) minutes. The PUBLIC COMMENT section of the Agenda is limited to a total of sixty (60) minutes. Speakers are asked to provide their name and address for the record.

Public Comment was opened at 6:25pm

No Public Comment Was presented

Public Comment closed at 6:26pm

MAYOR AND COUNCIL COMMENTS

The Mayor and Council Members may make a brief statement. In addition, Council Members may ask a question of staff or the public for clarification on any matter, make a request of staff for factual information, or request staff to report back to the council at a later meeting concerning any matter. In addition the Mayor or any Council Member may direct the City Manager to place an item of business on a future agenda.

No Council Comments were presented

ADJOURNMENT

Meeting adjourned at 6:30pm

_____

Rachel J. Ford, CMC, City Clerk

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CITY COUNCIL/REDEVELOPMENT AGENCY AGENDA ITEM

SUBJECT:
Minutes of the Regular City Council/Redevelopment Agency Meeting of April 7, 2010

PRESENTED BY:
Rachel J. Ford, City Clerk

SUMMARY:

Draft minutes of the Regular Council/Redevelopment Agency Meeting of April 7, 2010

FISCAL IMPACT:
None
Reviewed by Finance Director:

ACTION REQUESTED:
Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Harvey M. Rose

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

Action Date: April 21, 2010

MINUTES OF THE REGULAR MEETING OF THE RIDGECREST CITY COUNCIL AND RIDGECREST REDEVELOPMENT AGENCY

City Council Chambers **April 7, 2010**
100 West California Avenue **6:30 p.m.**
Ridgecrest, California 93555

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

CALL TO ORDER – 6:30 p.m.

ROLL CALL

PRESENT: Mayor Steven P. Morgan, Mayor Pro Tem Ronald H. Carter, Vice Mayor Thomas Wiknich; Council Member Marshall 'Chip' Holloway

ABSENT Council Member Jerry Taylor

STAFF: Harvey M. Rose, Interim City Manager; Rachel J. Ford, City Clerk; and other personnel

APPROVAL OF AGENDA

Item 1 & 2 pulled

Motion To Approve Agenda As Amended Was Made By Council Member Carter, Second By Council Member Wiknich. Motion Carried By Voice Vote Of 4 Ayes 1 Absent (Council Member Taylor)

CLOSED SESSION – 6:00 p.m.

GC54957 Personnel Matter - City Manager Recruitment - Update Report

GC54956.9 Conference With Legal Counsel- Existing Litigation - Eierman, et al., v. Morgan, et al.

GC54956.9 Conference With Legal Counsel - Potential Litigation - Public Disclosure of Potential Litigant Would Prejudice the City of Ridgecrest

REGULAR SESSION – 6:37 p.m.

PLEDGE OF ALLEGIANCE – led by Council Member Holloway

INVOCATION – Led By Pastor Jim Lamb

CITY ATTORNEY REPORTS

- Closed Session
  - Keith Lemieux gave report out of closed session
    - City Manager recruitment – 3 candidates and additional interviews beginning May.
    - Eierman, et al v Morgan et al – council motion to request Lemieux to indemnify Council Members.
- Other
  - Item 1 and 2 pulled from agenda.

PRESENTATIONS

1. <u>RACVB Presentation</u> Doug Lueck

This item was pulled from the agenda to be presented at a later date.

COMMITTEES, BOARDS AND COMMISSIONS

<u>First Council Meeting</u> (1st Wednesday of the month)

Community Development Committee

Member: Steve Morgan, Ron Carter, Eric Kauffman, Jason Patin
Meetings: 1st Thursday of the month at 5:00 p.m.; Council Conference Room
Next meeting April 8, 2010

- Morgan – not met, will have a meeting the first Thursday of May and will discuss the sign ordinance and water policy.

RACVB

Council Members Chip Holloway, Jerry Taylor
Meetings: 1st Wednesday of the month, 8:00 a.m.
Next meeting May 5, 2010 and location to be announced

- Council Member Holloway - Met this morning but don't have the minutes, will report at next meeting.

Parks, Recreation and Quality of Life Committee

Members: Ron Carter, Chip Holloway, Craig Porter, Jason Patin
Meetings: 1st Thursday of the month at 12:00 p.m.; Kerr-McGee Center
Next meeting April 8, 2010

- Council Member Carter - Account has been frozen due to lack of budget. Not accepting applications for assistance must go thru city manager. Discussed

naming Denny's park and formed a sub-committee to come up with recommendations to bring to board. Reviewed Bond, cut back and finalized for Council. Alcohol in Park Ordinance should be coming soon. Next Meeting April 8

Youth Advisory Council

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

- Council Member Wiknich - City org no agenda items so moved to regular time in May
- Mayor Morgan – will be south and attending environmental quality committee meeting in Ontario to discuss proposed legislation of 100% trash collection for commercial enterprises and water issue for the State. Valuable input from rural communities will be brought forward
- Council Member Holloway – revenue and taxation committee and then employee relations committee.

CITY MANAGER/EXECUTIVE DIRECTOR REPORTS

❖ **Hercules Global Report**

- Harvey Rose – presentation by corporation indicating means of transforming sanitary waste into diesel fuel. Since then approached by Horton construction regarding process of converting some products into usable construction products such as roofing tiles. One hitch, state law could prohibit city from getting diversion even if we divert 100% of our refuse. Been working with state and during recent teleconference, representatives from CALRecycle, Hercules global. CALRecycle has limited ability to interpret the law, may be able to give credit, hopeful news. State analyzing it and Hercules global interested in a plant at their cost on city provided land, building a similar plant in Napa. Detailed explanations of process sent to state and they will let us know if we can use this process. Hercules global interested in approx. 80% of waste stream and Horton interested in some products.

❖ **City Manager Recruitment**

- Regarding City Manager recruitment, people in community curious why we haven't discussed with public what we are looking for in candidates. I thought was clear to world what we are looking for, however we are looking for someone with a bachelor degree in related field and an extensive management experience 10 years minimum in municipal government. Then we look at specialized knowledge and personality. Received over 50 candidates from both coasts at all levels of government. Due to number of candidates we have focused on candidates that have experience in California. Council has interview to 8 candidates and narrowed the field to 3 who will come back for intensive interviews. Believe one of these will be selected as the next city manager.

ORDINANCES AND RESOLUTIONS

Item 2 was pulled from the agenda to be brought back at a later date

2. <u>Ordinance No. 10-, Introduction And First Reading Of An Ordinance Of The Ridgecrest City Council Granting A Non-Exclusive Taxi Franchise</u> Staheli

The City of Ridgecrest has received a proposal from John Greene to operate a 24 hour taxi service in Ridgecrest and the surrounding areas.

<u>Recommended Motions</u> - 2 Motions

Motion To Waive Reading In Full Of An Ordinance Of The City Council Of The City Of Ridgecrest Granting A Non-Exclusive Taxi Franchise

<u>Requires A Second</u>

Motion To Introduce, By Title Only, An Ordinance Of The City Council Of The City Of Ridgecrest Granting A Non-Exclusive Taxi Franchise

<u>Requires A Second</u>

DISCUSSION ITEMS

3. <u>Ordinance No. 10-, Introduction And First Reading Of An Ordinance Of The City Council Of The City Of Ridgecrest Amending Chapter XIII Of The Ridgecrest Municipal Code As It Pertains To Residential Curbside Trash Pickup</u> Rose

Council will consider a draft ordinance amending Chapter XIII of the Ridgecrest Municipal Code pertaining to residential curbside trash pickup. This item is set for discussion and direction to staff.

- Mayor Morgan - Not first reading, have taken comments and done research and trying to move forward. Bringing it back for more input from public, don't take as final document, intended to get more input. Thank Jim Rachels for his 8 questions which we can now address. That gives us something to work with as we move forward.
- Keith Lemieux – pleased to bring this to council, have been in discussion for months with CALRecycle and is in a position to move forward. I drafted this myself with comment heard from public and tried to come up with something. This is not directed to commercial, only residential at this point. Should not be seen as effort to circumvent current policy process for commercial. Hope to create scenario to help city fill diversion rate without public having to contract for trash pickup. Intended to meet objection to mandatory trash. By volume amount of recycled materials is significantly larger than trash. While this requires everybody to recycle it is hoped we will still meet diversion rate. Not going to get us out of

requirements to divert, this is designed to help us meet that requirement. If we can't meet the diversion rate with annual studies, then may have to go back to the original. Mr. Rachels commented contract for solid waste collection or alternatively self-haul presumably to location that will give receipts of what was brought. Property owner may be asked to demonstrate they are recycling. Mr. Rachels question is how often and is it realistic. These are things that still need to be discussed. Other changes are commercial and residential had to be split out to be treated differently.

- Mayor Morgan – this document will need to have a set of policies created to go with it. If we go to self-haul and try to create some type of ability to provide proof of self-haul, have to figure out what it will say. Also cost associated with self-hauling to dump. Have to have someone manning the station to assist with sorting and dumping and then haul to Tehachapi. How are we going to deal with the cost? Policy issues that we would love to hear your suggestions. Have been meeting with Benz and CALRecycle group. Haven't always had agreement, still revising local assistance plan and are gaining support with meetings with Benz and hope to continue working in a positive direction. Document will create a need to set policies that will involve cost.
- Keith Lemieux – Mr. Rachels Questions
    - Question 1 – trying to make it as clear as possible.
    - Question 2 – Liability on absentee owners? Tried to take it into consideration when writing, owner can contract with renter or the owner will be responsible.
    - Question 3 – will be resolution setting legal rate –
    - Question 4 – proposed ordinance solid on solid waste… - intent is not to make solid waste mandatory but have a point of service or self-haul options. Could spell out more clearly.
    - Question 5 – what is meant on recyclables with receipt – when someone self-hauls can give something that proves they are recycling.
    - Question 6 – if not meeting state requirements, would have to go back to other programs.
        - Mayor Morgan – whole thing is we need people in community; especially those who say will self-haul. Need you to do it and others in community. Bottom line is when this is in place and we trust you to recycle and take just your trash to the dump, we hope to meet our diversion rate but fact of matter is if we can't work together city council will be placed under fines again and after set period of time council will have to go back to mandatory because as a community we didn't do what we said we were going to do. Will keep remaining you as we go forward. Can city go back to mandatory, yes if we don't meet the diversion rate?

    - Question 7 – generating recyclable materials and if voluntary probably would not meet diversion rate.
    - Question 8 – commercial entity on property – all properties that aren't residential. Can clarify that in the ordinance. Intent is not for home offices to become considered commercial
- Council Member Wiknich – like to make footnote. One is lot of talk we have met diversion rate so should not have to do this. Reason state said we didn't meet the rate is we could not prove it. Receipts for self-haul is important date so we can prove recycling. Other is commercial side, now are getting commercial people, let them right-size, now other people are dumping in other commercial bins.
- Council Member Holloway – not there yet, think six of these definitions need to be refined.
- Rickey Wagner – read proposed resolution, first question is commercial including duplex and multi-plex units.
    - Keith Lemieux – does not include.
    - Mr. Wagner – will they be able to separate trash from recycling?
    - Mr. Wagner – finally, sales tax increase best bet to pay for the service. Fair and distributed evenly to citizens.
- Mike Neel – section 13.2.2 read passage pertaining to commercial and next paragraph is for residential. California constitution section pertaining to class of citizen. Question is how you can define commercial customers in fashion so as not to discriminate against them as a class of citizens.
    - Keith Lemieux – answer is that all laws potentially distinguish between groups of people. Laws allow distinction if rational basis as long as not in protected classes. Race, gender, religion, sex, etc. This type of law does not discriminate against the protected classes.
    - Mr. Neel – let people decide. Discriminating against commercial customers and need to be included, all or out.
    - Mayor Morgan – will bring up to environmental committee tomorrow for state bill.
- James Wilson – mess after Benz dumps trash, feel there is law that if you don't want service you shouldn't be forced into service. Ok with self-haul and will take the trash wherever you say to take it. Forcing us to pay for it when we were self-hauling before.
- Roxanne Wilson – what happened to freedom of the people? No choice here, we have to do what you say?
    - Mayor Morgan – we didn't want to do this to begin with.
    - Ms Wilson – what about the people who don't make enough money to pay?
    - Keith Lemieux – the purpose of what we are talking about tonight is to change the existing law to allow people to self-haul.
    - Mayor Morgan – you are saying you will separate your trash and take it where we need it taken.
    - Ms Wilson – yes.

- Dave Matthews – still not satisfactory, 2 choices either take the service or self-haul everything. Have had trash service for years, want to continue and still get recycling at reasonable rate would be happy. Before November, all recyclable collected (CRV separate), other recycles taken to local junk dealer. Talking about facility where stuff is weighed, contract with junk dealers in town to weigh this stuff and they handle for self-haulers rather than going to landfill. Shorter distance. Did it before and would like to go back to it.
    - Mayor Morgan – city have discussions with local recycling centers in town and get charges.
    - Mr. Matthews – may not charge, didn't before.
    - Mayor Morgan – did you also say you would like to see a choice to contract for trash and not recycles and vice versa?
    - Mr. Matthews – yes.
- Scott Leahy – appreciates councils hard work, understand bad position we have been put in due to years of inactivity. You are not only dealing with citizens but also county and state. Do not have ability or right to countermand state law at local level. If we want state law changed, then we have to challenge in court, initiative, or elected representatives. Point to make tonight, ran numbers given by city, CALRecycle. 87% of cost with Benz is borne by residents. Impacting people, people who only generate 1 small bag per week are now required to have 2 90 gallon tanks. Grateful to council for trying to fix document. Created in a hurry, now time to move away and encourage council to keep things fair. Commercial mandatory is understandable. Commercial generates 75% of waste. Will think over and see if I can come up with other ideas to help pay for this. If using roll-on/roll-off at dump, taken to scale, that is your measurement.
- Bob Millsop – personally generate 1 can per month. Recycled for years, now forced to have 2 cans, recycled goes out periodically because neighbors use it. Represent small percent of population, talk about poor people, working poor, and represent disabled on fixed income. Disability insurance pays difference from 40% of salary and Medicare/social security. Gave medical facts and costs. In this case, struggling to make medical bills, can't afford to pay this when I don't use the service. Why should I be forced to pay large amount that I don't use even once amount, neighbors use it and don't pay.
- Robert Eierman – think would be good idea to separate services, some people may want trash but not recycles and other may want recycle but not trash. Another group of people may want once a month service instead of weekly. Helps citizen and helps Benz and diversion rate. Think flexibility. Whatever customer wants should be provided. Instead of being mashed together separate out.
- Jim Rachels – echoed Dave Matthews and Robert Eierman. One size fits all solution will not work. Idea of gentleman like Mr. Matthews who may generate 1 can per month and wants to contract with Benz for a once a month service is ideal. Commercial is already allowed to contract for

different pick up service. Before we talk about if it's fair and other topics, we have to get to fundamental issue. One thing that frustrates people is when government tells them they have to subscribe to a service from a private entity. Government mandated profit to a private party. This is a step in the right direction, however the concept of one person responsible for actions of another. Just because I own a property should not be my liability for the actions of tenants. I accept personal responsibility for my actions, not directly accept liability for neighbor. Owner responsibility should go and should be the tenants. Other utilities don't have issue with this concept. Request council, before you go to fine details; consider fundamental rights of owners and tenants. Who should bear what responsibility and what authority does government have to direct them to purchase service from private agency. Similar to current issue with health care.

- Keith Lemieux – policy points suggestion made about legality of owner responsible. We currently have laws in place that addresses owner responsibilities such as nuisance and use of land. If tenant create nuisance then ultimately owner is responsible. Tenant agreements may absolve some of that but owner still has ultimate responsibility.
- Mayor Morgan – if property owner signs over responsibility for collection of bills, if we implement some type of process where tenant would be responsible for service, then the only thing city should consider would be property owners get deposits from renters in case renter splits, maybe we should consider a contract to make owner responsible in case tenant doesn't pay bill then deposit would be used.
- Mr. Rachels – caution council from using property owner to act as agent for the city. What Lemieux was talking about is condition of property not behavior. If my tenant doesn't want to comply with ordinance then I should not be held responsible for it.
- Keith Lemieux – if you rent property to tenant and they dump toxic waste then ultimately owner is responsible. If you view failure to recycle as a public nuisance then fairness should come into play.
- Mr. Rachels – legal splitting of hairs and technicality has brought us to this. The will of the people should be what we are concerned with.
- Mayor Morgan – state of California has laws in place that creates a legal requirement to divert the trash. Don't disagree with you but the law says we have to do this. State is working with us now, which is better than a year ago.
- Mr. Rachels – will of people should be heard and respected. Most people would have rather the State taken on the battle to argue that we are meeting the rates.
- Mayor Morgan – did argue with state and lost.

- Bud Clamp – residential has been well represented. Would like to represent a family owned business in town. Chiropractic business with small amount of trash which has been taken home and hauled from home. Not sure what solution would be, most new business are struggling. Take this into account.
- Stan Retoraj – at least 2 meeting on recycle where was discussed to put multi-plex as a single unit. When read what was published, didn't see anything making tri-plex and single unit. Would help lower income people. Additional thought to that theme. Also comment about Hercules Global and the way California counts. Not a chemist or understand if it works, if it does work then makes sense, law shouldn't get in the way. We should be getting representatives to change the law to make it intelligible.
    - Harvey Rose – am told state legislature considering several bills that would evolve the existing one, will be far in the future. Hoping CALRecycle can interpret existing law to our benefit.
- Unknown speaker – if had several options available to us, don't have problem with contracting out if cheaper. Current price seems higher than service provided in other towns. 4 options would be good and a fair price. Realistic price for service, have no problem with it.
- Betty Bassinger – group got together to discuss, ways to fix it. First is Hercules Global plant study from 2003. Gave study summary. Plant placement has to be logical, we don't generate enough waste and would have to truck in and make Ridgecrest a dump. Might make enough diesel to bring trucks here. Air pollution and waste. Trash and recyclables, education process so people understand what needs to be kept out of dump. Plastic and cans that get CRV get picked thru. Gave list of other recycles. Suggested piles at dump for each type of other recycle. Compost piles, product coming out would be useful. City could use it. Society has to change. Each household should have compost pile for biodegradable items. Horton idea of using cardboard and such for products that can be used right here. Don't have to truck the recycles out, can use them here. Need the numbers, trash is counted by weight. We need to see the Benz contract, according to CALRecycle part of the process was a bidding process and we did not have bidding. We need special consideration. Several of us with ideas, will be meeting again. Discussed people on fixed income and gave a scenario. Opportunity for new businesses here, possibly a new recycling business. Other options besides Benz. We can do this. Will be meeting some more to brainstorm and get more options.
    - Harvey Rose – regard to quantity of material needed for company like Hercules Global, the Ridgecrest waste stream produces 40% more than what is required for Hercules Global and additionally from outlying areas. Hercules Global can adapt and has more than enough for the first 2 units. Number of companies that have ways to convert trash to diesel. Also mentioned recyclable piles, currently working on such an idea inside landfill, trying to work out

details of manning such a station. Contract is available in city clerk's office, suggest you call in advance.
    - Where is trash coming in from?
    - Mayor Morgan – Kern River Valley and possible Inyo County.
    - Harvey Rose – Hercules Global can't use everything in the waste stream, concrete, metals but the other company mentioned can use it. Between the 2 can consume a large portion of the waste stream. We want the credit for diversion.
- Dan Wright – engineering town, but don't see numbers being well documented. Nobody is quite sure of the numbers. Trash isn't just weight but also how much is getting away. Is it residential or commercial etc? City attorney report was well-written, suggest city publish the numbers in a report. Not only historical data but what is driving the equation. As citizens we can understand what the important points are. To get understanding and cooperation of public, publish a meaningful report. Frequently asked questions on website. Individual points like base trash, Wal-Mart, residential, etc.
    - Mayor Morgan – good idea
- John Enriquez – option A is to continue to have Benz take trash and recycling?
    - Mayor Morgan – right now there are 2 but with tonight's input may add more options.
    - Mr. Enriquez – finding at my house the recycling bin is full and trash is small. Contract for service we need such as trash every 2 weeks and recycle 1 per week. Willing to pay for that if fee is reasonable. Cost should be somewhere in-between what it is now and what it was before.
    - Mayor Morgan – if you could have 2 recycle cans and not a trash can would that work?
    - Mr. Enriquez – would still need the trash and could use a smaller can and 2 recycling bins at a reasonable cost.
    - Mayor Morgan – have to have the containers closed, can't be open with recycles sticking out of them. Have to figure out a way to allow people to be able to close the lids. Break down cardboard and other things.
    - Mr. Enriquez – level of service I would be willing to pay for.
- William Howard – little confusion why recycling has to be hauled out of town. Golden Empire has accepted all California recycling designated products. Little triangle on each product. Have 34 bins to be used to separate recycling, made some of the bins for people to bring their stuff to for separation. Never kept track of it as brought in, some things so minute takes a long time to create a bale, however no reason why they wouldn't be willing to weigh each month and give a report on what has been taken in. When ordinance first came up, asked council man why all recycling was turned over to one business. He said no one in town would take it, which is a lie. Nuisance abatement officer is currently trying to shut

Golden Empire down. Nobody has ever approached across the street, why not ask Golden Empire? Many people bring in their recycle bottles and cans. May provide paper bags for people to bring recycle in and can be measured when brought in. Cardboard and newspaper is being brought in. Things have changed and it's a good thing. Recycling is probable, in spite of cries from City is cost too much, that's false. Recycling is profitable. City works hard to penalize one company and raise another company up.

- Council Member Wiknich – do you give people receipts?
- Mr. Howard – probably not, too time consuming, but could do monthly report to City on weight.
- Council Member Wiknich – you turn in report, the City has to be able to say everything on the report came in from City Limits.
- Mr. Howard – people in Ridgecrest are cognizant and will bring in.
- Council Member Wiknich – I know several people from outside city limits that bring their recycles in. How can you make your report to us accurate and provable?
- Mr. Howard – can't.
- Council Member Wiknich – the reason we lost diversion rate is we could not prove these materials came from within the city limits.
- Mr. Howard – most folks have to leave drivers license for CRV value, would be simple to see how many outside city brought stuff in.
- Mayor Morgan – will work on it.

- Ron Porter – ask that when you work on Ordinance that you work on Policy at same time. Also what percentage would you accept from Golden Empire? If they will accept that a certain percentage is from inside city limits would it help?
    - Council Member Wiknich – that's close but still has to prove the amount from City.
- Bud Clamp – one possible solution is for Golden Empire to ask each customer if City or County, weigh full amount and get numbers.
- Ivan Beyer – concerned about not being able to receive actual numbers and facts. City work on getting the numbers to public can work on setting up public education. General bagging and ticket totals of all recyclables is appropriate. If you have that with a date, can't be contested. Might have 6 things of recycles but only get a ticket on those items that have CRV. Would appreciate fact sheet and all products should be weighed before separating.
- Jake Easley – numbers, several years ago was employed by NAWS recycling. Voluntary program 2.9 million pounds the final year. Voluntary program. Wondering now what is our interaction with base now? How much of diversion is not being met by base diversion? Maybe work something out with the navy. Also confused about commercial numbers of 75%. Know of several businesses including mine that generate less from

the business than at home. Commercial program options that allow neighboring small businesses to combine their commercial bins.

  - Mayor Morgan – do get numbers from the base and one issue is a large portion of the base is in Inyo County and believe the numbers we receive are just the Kern county numbers.

- Jim Davis – a lot of good comments tonight. Council, keep up the good hard work. Everybody has personal antidote. Wonderful community, people friendly. Trash is an educational process. Have to understand diversion rate and what state is mandating. There are 43 non-profit organizations in our community. Volunteer system is wonderful. Have learned that most of my commercial and residential trash is recyclable. I have to adjust my flow of trash. Had to decrease trash bins and add recyclable bins, recyclable is a high number. Along with the suggestions, want to remind you can't please everybody. Set a pattern and then make changes as you learn and grow. Don't think could ask anybody if they want taxes raised, no one does. Appreciate council's hard work and public comments. More people involved and the educational aspect of trash will get us there. You will make some people happy, other may need assistance. Several years ago DUI didn't cost much, today it is exorbitant. Those who don't comply should be fined heavily. Carriage Inn recycles, has to be monitored. Current budget will require hard decisions. Perhaps can create new position for trash patrol for who is complying and who isn't.
- Bob Anderson – wondering do we need over 50%
  - Mayor Morgan – now is 50% but state working on legislation to raise it.
  - Mr. Anderson – all got 2 cans, suppose if everybody put 100% of trash in trash barrel and we were at 50%, what change has been made so far?
  - Mayor Morgan – when trucks dump at landfill they are weighed. We will get the numbers to the public.
  - Mr. Anderson – if everyone did their part would we increase to 75%. What about other trash from other areas?
  - Mayor Morgan – only trucks that came from within Ridgecrest were the only ones counted for us. Kern County and Inyo County were credited with their weights. Won't have accurate numbers for another couple of months. Commercial rate has doubled which has helped our diversion rate. Residential was a 13% increase, low but better than before. Currently showed that with cooperation we can raise our percentage.
  - Should go up to 90% if everyone does the right thing. Benz dropped off 10,000 cans at over $61.00 each so that is $610,000. Fees are too high. Smaller can is ok but not cost efficient. Little old ladies who can't wheel their can out, check with boy scouts.
- Ivan Beyer – with regard to other counties bringing their haul to our landfill, they may get credit for diversion rate but still going to our landfill. Do they pay for that?

    - Mayor Morgan – yes, there is a dump fee.
    - Ms Beyer – what happens when our dump gets full?
    - Mayor Morgan – currently have about 25 years of life in landfill, we within 10 years of landfill being closed. County has designs to create a super dump in Kern County where our trash will be taken. When we fill the lifecycle of our landfill then we will be trucking trash out unless we can turn it into other technologies. If these technologies do what they are supposed to, the landfill could last forever.
    - Ms Beyer – is there a percentage of contributors allowed for our landfill?
    - Mayor Morgan – do not have that answer. When Kern River Valley landfill closed, all their waste began coming here.
    - Ms Beyer – Would think that we should get a percentage of that diversion rate from that city.
    - Mayor Morgan – some folks have skirted around the comment, if we create a site or use Golden Empire and can prove the numbers, eventually the county, right now 93% of trash diverted in Kern county is on the west side of the mountains. Some folks have said not fair, county getting free ride. If diversion rate continues to climb county will want our 7% for their numbers. Supervisor McQuiston has been wonderful working with us along with Mr. Landon.
- Dale Crane – what is reason for recycling? To keep everything out of dump or a higher percentage for diversion. Should be working to keep things out of the dump rather than higher percentage. Don't understand reason for recyclable unless is to keep them out of dump and not a ratio between recyclable and trash.
    - Mayor Morgan – answer is to keep recyclables out of dump. State is telling us that we are not currently getting 50% of our recyclables out of the trash.
    - Mr. Crane – don't think they will ever get 50% out of the dump.
- Walt Maurer – several month ago were told a number of these ideas and new ones tonight. Were told these were acceptable to current hauler so long as the impact is revenue neutral. Question is if we change this ordinance to move toward voluntary. Has anything changed with revenue neutral? These changes will have an impact on the revenue to the hauler. Would I be wrong in surmising that the revenue neutral has gone away?
    - Mayor Morgan – at the end of the day, city of Ridgecrest will owe Benz money.
    - Keith Lemieux – Mr. Morgan is expressing his own personal opinion and not necessarily the opinions of the City.
    - Mayor Morgan – I personally believe this but hope we can find a way to reduce the cost.
    - Mr. Maurer – voluntary solutions all the way. City would care to post the various numbers, could be posted on our personal website.

- Mayor Morgan – if you think of something else, put it in writing and email to staff. Process is still evolving and continuing to work.
- Council Member Wiknich – happy we are moving forward. Want to work on due diligence. Need to take out 13-6.3(B) under violations. Take out the misdemeanor portion and leave paragraph (A).
    - Keith Lemieux – violations section refers to a lot of provisions.
    - Council Member Wiknich – misdemeanor refers to jail.
    - Keith Lemieux – this seems harsh for recycling but also refers to toxic dumping and other areas. Will make distinction for recycling.
    - Mayor Morgan – can be done in other places also. Also City Manager needs direction. Can we try for first reading next meeting?
- Council Member Carter – moving in the right direction but is a slow process. Other people have to negotiate with. Thank Benz and State for their movement. Like everything presented. Suggestions and comments added to this document.
- Mayor Morgan – another meeting with Benz to discuss this meeting. Meeting with Benz on 15th; can we get as much as possible to them a couple of days prior so when they come to meeting we can discuss.
- Keith Lemieux – revise violations section, commercial/residential definitions for home offices; allow for separate collections, conceptually main issue is recycling pick up so suppose is possible to revise to make clear that recycling service and don't say anything about trash.
- Mayor Morgan – working on ordinance and policy at same time.
- Keith Lemieux – creates administrative and practical issue for Benz. Can narrow down.
- Council Member Holloway – one of biggest problems for right sizing was health and safety code issue. We received email from Carol Morgan indicating wiggle room.
- Mayor Morgan – no definitive answer on that or how will truck still be going up streets same amount of time? Haven't lessened cost of gas or employee or truck. Policy issues we have to deal with and hopefully Benz will help us out. Right-sizing of collection may not lessen cost as much as we think.
- Council Member Holloway – have we had opportunity to put before state?
- Mayor Morgan – so far they are listening
- Council Member Wiknich – would state entertain percentage allotment from Golden Empire?
- Keith Lemieux – any other changes?
- Council Member Holloway – 13-2.6 (D) remove. Would rather focus on right sizing.
- Keith Lemieux – logic was since forcing everyone to take the service, some people could use assistance. Policy issue.
- Mayor Morgan – don't take it out.
- Council Member Holloway – change 'will' to 'may'

- Council Member Holloway – definitions; commercial premises; multi unit dwelling (confirm number is used consistently); premises (any land with building); residential premises ; universal services;
- Keith Lemieux – not sure universal services needs to remain with the revised ordinance.
- Council Member Wiknich – still have work to do on education, can we use cable and do video to pay on other channels. 30 second spot for $350 produced and run for however long we want to run it. Suggest we do it for a month. Educational about what goes into recycling can. Total cost about $850.
- Keith Lemieux – current requirement for public education. Current trash initiative is out there. Purely educational.
- Council Member Carter – getting more people who have satellite not cable.
- Keith Lemieux – per you instructions will try to get this done by the 13th.
- Council Member Holloway – concerned had ordinance, contract and policy. This gets handed over to entry level employee who answers phones. Policy document needs to be so understandable to a third grader.
- Keith Lemieux – in addition to ordinance, need a policy statement with Benz but is separate from Ordinance. Simplicity.
- Keith Lemieux – suggestion was made about presenting these numbers would make sense to do that in connection with a report done at time of passing the ordinance.

CONSENT CALENDAR

All items on the Consent Calendar are considered to be routine by City staff and will be approved in one motion if no member of the Council or the public wishes to comment or ask questions. If comment or discussion is desired by anyone, that item may be removed from the Consent Calendar and be considered separately, with public comment, before action is taken.

4. <u>Resolution No. 10-, A Resolution Of The Ridgecrest City Council Announcing Proclamations Prepared For The Month Of April And Scheduled Date Of Presentation</u> Rose

The Ridgecrest City Council receives requests for presentation of ceremonial proclamations for various event and observations. The following proclamations have been processed and will be presented at location, date and time shown below:

Proclamation Titles

<u>Sexual Assault Awareness Month - April 2010</u>

<u>Silver Star Service Banner Day - May 1, 2010</u>

Public Education Month – April 2010

Blues And Jazz Appreciation Month – April 2010

These Proclamations will be presented on Thursday, April 8, 2010 at 12:00 Noon at City Hall

5. Resolution No. 10-, A Resolution Of The Ridgecrest City Council Requesting Authorization To Enter Into Program Supplement Agreement No. No24 To The Administering Agency-State (State California Department Of Transportation) Agreement No 09-5385R And To Authorize The City Manager, Harvey Rose To Sign Said Agreement For The Road Rehabilitation Project On College Heights Blvd. South China Lake Blvd. To Dolphin Avenue Speer

The Program Supplement Agreement is for the construction to the road rehabilitation project on College Heights Blvd. between South China Lake Blvd and Dolphin Avenue. This project is the second round of stimulus money that has been earmarked for our community and shovel ready projects. The total estimated cost of this construction work is $600,281.00 with a local match of $78,921.00. The funding source is the Federal Recovery Act Funds and the local match will come from the Redevelopment Agency.

6. Resolution No. 10-, A Resolution Of The City Council Of The City Of Ridgecrest Authorizing Examination Of Sales And Use Tax Records Staheli

The California State Board of Equalization (BOE) is requesting that the City update contact positions for receipt of Sales & Use or Transaction & Use re-allocation notifications sent to our jurisdiction. Since the notification letter contains confidential information, it must be directed to a position authorized by resolution to examine confidential sales and use tax records.

7. Council Expenditure Approval List (DWR) Dated March 12, 2010 In The Amount Of $ 309,054.87 Staheli

8. Council Expenditure Approval List (DWR) Dated March 18, 2010 In The Amount Of $ 8,818.16 Staheli

9. Council Expenditure Approval List (DWR) Dated March 26, 2010 In The Amount Of $ 220,934.07 Staheli

10. Agency Expenditure Approval List (DWR) Dated March 12, 2010 In The Amount Of $ 12,975.01 Staheli

11. Agency Expenditure Approval List (DWR) Dated March 18, 2010 In The Amount Of $ 320.00 Staheli

- Item 5 pulled

Motion To Approve Consent Calendar As Amended Was Made By Council Member Wiknich, Second By Council Member Carter. Motion Carried By Voice Vote Of 4 Ayes, 1 Absent (Council Member Taylor)

Item 5 Discussion

- Mike Neel – cost Federal Recovery Act fund, ARRA fund?
    - Dennis Speer – Yes
    - Mr. Neel – do not like that act, funded with funny money, none of it there when allocated and not there when being spent. Process stinks.

Motion To Adopt Item 5 Was Made By Council Member Carter, Second By Council Member Holloway. Motion Carried By Voice Vote Of 4 Ayes, 1 Absent (Council Member Taylor)

PUBLIC COMMENT

Persons wishing to address the Council on matters that are within the Council's jurisdiction and do not already appear on the agenda, may do so at this time. Pursuant to the Brown Act, the City Council may not take action on an item that does not appear on this Agenda. Speakers are limited to five (5) minutes. The PUBLIC COMMENT section of the Agenda is limited to a total of sixty (60) minutes. Speakers are asked to provide their name and address for the record.

- Richard Wagner – education video will help. Working toward getting a video script written. Since already going against CALRecycle recommendations, can we look at single bin and take everything to Tehachapi for sorting. Hercules Global seems like a good idea, we need to be first to jump on it. Make a profit. Unpleased with Benz, actions taken with customers. Read excerpt from ordinance. Received notice from Benz for unpaid invoice and read to council. Franchisee does not have right under ordinance to discontinue service. Next item from Benz included finance charge, terms on invoice. Can understand service charge but not finance charge, have not borrowed money from them. Finally city picked up unpaid portion; neither city nor I should be charged a finance charge.
- Bud Clamp – first thank all council for what you do for community. Can’t count the hours of service you put in. Working for what is best for our community. Do not believe a single one of you is out to derail the city or citizens. However, each of you took an oath to uphold constitution, believe that unless you know the constitution from framers point of view can’t keep that oath. Gave a book each councilmember.
- Joshua Loscar – received your message on March 30 concerning the recall, read definition from Webster’s Dictionary about recall. Also read from George Washington story. Read excerpts from Chips response. Thank you for remaining open and available to people. Returned letter to Mr. Holloway.

- Jim Rachels – upset about attorney's response. Question when you are going to follow your own ordinance. Ordinance states can't set a rate that is not approved by the City. There is no resolution for the green can. No legal rate set for the green can. Benz went from 75% market share to 100% market share with 0% risk. Increased market share and decreased risk Benz raised rate by 20% for the green cans which was supposed to be approved by resolution of the City. Frustrated by Mayor who would preach in condescending manner to public they had better live up to their word and recycle. Mayor has lied and broken promise. Mayor promised the initiative would appear on ballot. Frustrated by condescending tone of Mayor. Morgan melt downs. Frustrated when people come to speak they are not heard and told to shut up and sit down. These are my frustrations. Mr. Morgan, I hope you appreciate that you can't fix a problem if you become the problem.
- Doug Lueck – apologize to council for not having report. By tomorrow afternoon or evening south of town our new sign will be up.
- Dave Matthews – side comment to earlier comment. Guarantee this is not Morgantown. Want to ask Mr. Carter, next meeting April 8
    - Council Member Carter – no
- Mike Neel – remind council of suggestion from Mr. Winegardner about RACVB getting our money but not giving an accounting. Would like to see an accounting of where my money is being spent. We have people here who only want to talk in public comment but don't want to stay here until the end of the meeting. When will public comment be moved, gave timeline of responses.
- Howard Auld – give update to Armed Forces Day celebration. Progress is positive. Meeting with Susan Reid at base public affairs office. Heard that asst. secretary of navy Garcia wants to spend 3 days in Ridgecrest. Graduate of Burroughs, schedule worked out for Thursday, Friday wants to talk to the Schools and is same day for Cerro Coso graduation where he will be speaking. Freedom Park vigil for fallen soldiers. Conversation with executive assistant. Upshot is even though his schedule would not work the way we wanted it to, his executive assistant will try to work everything in. Very pleased that progress is being made and will have a good armed forces day.
    - Mayor Morgan – Thanked the Auld's for their efforts and information
- Barbara Auld – when people found out he was coming, began getting contacts from people who knew him. Viet Nam wall contacted us and they will be here and ready for the public Friday night at 7pm and will be involved in the celebrations over the weekend and will be here the whole week.
- Dan Wright – not talking trash. Other issue, we currently hire Bakersfield for building inspectors. Electrical engineer but not inspector. Current inspector is not addressing Section 6 for residential lighting standards. Requires energy efficient standards and florescent lighting. New standards the first of this year but this addresses florescent. Not earth

shattering but worth looking at for energy efficiency. We need to uphold California law. Does need to be addressed with builders. Not hard to do and don't need a degree to do it. May come back on us later.

- Unknown Speaker – regarding comment made by Mr. Neel about RACVB not disclosing the use of funds. Invite Mr. Neel to attend our meetings and learn what we do and see the financial report. Reminded about conversation with Mr. Neel during his campaign for council.

MAYOR AND COUNCIL COMMENTS

The Mayor and Council Members may make a brief statement. In addition, Council Members may ask questions of staff or the public for clarification on any matter make a request of staff for factual information, or request staff to report back to the Council at a later meeting concerning any matter. In addition the Mayor or any Council Member may direct the City Manager to place an item of business on a future agenda.

- Council Member Holloway – Mr. Rachels trying to say earlier was citizens would respect council if we took our lumps from the state and tried to resolve later. Some of biggest opponents to this project were patting me on head and telling me good idea but won't win. One area we are going to address is the price. Still have to get back to the cost and get the price down. Still committed to working on the price. Been in agreement on trash issue since day one. I voted against this the whole way and still in the same boat with the rest of council. To those who want me to attack the other council members, not my style, believe in respectful conversation and debate. Won't change my personality because I lose a battle. Looking to win the most battles. Tried to do the best for community, no sense to disrespect people because I lose a battle. Sheer frustration in community has caused people to discredit council members. State has become responsive now on things we asked them to do earlier. Now they are willing because public came to our rescue. Don't like the way we have gotten here, wish state had given flexibility earlier. Can't rebuild relationships that have been destroyed. Have a great tax day.

- Council Member Wiknich – would like to thank everyone who comes in to discuss issues. Last couple weeks more positive and favorable discussions on numerous issues. Extend invite to anyone who wants to talk to me. Want to hear from everyone. Mr. Speer received a positive comment about streets department and striping on intersections. This weekend cowboy shooters state black powder championship. Friday and Saturday, nighttime black powder shooting is awesome to watch, period costumes. Anyone is welcome to watch, bring hearing and eye protection.

- Council Member Carter – thought this was good meeting. Appreciate people who came, new faces and comments. Everything heard is doable. Wish had a magic wand but not reality. Would love to stop paying income

taxes. Lot of things I don't want to do but have to because is the law. We as council are trying not to destroy city in process of taking care of trash. Appreciate jean fuller for going out of her way to help. Until laws are changed, we have grass roots approach all over California, and then laws will be changed. To beat up council for things we can't control is wrong. Need to come together as community, tonight positive.

- Mayor Morgan – a lot in community. Maturango and NRA fundraisers, fair, one thing is fairground is terminating contract with motorcycle track on April 12. Don't know what this will mean for Viewfinders but hope to keep the October event in community. Economic boost to us and provides quality of life to families who participate. Glad people are entertained about my Morgan Meltdowns, however when you misquote me I will react. I only ask you say everything not only what you want to use. My comment was I promise the initiative will be on the ballot if council approves. When you say I am lying and not doing my job and when I tell you we may disagree but it has been answered, I am going to react. I have that responsibility to myself, if I allow a person to give half truths and not defend myself; a lot of people in the community may start believing it. I have better things that I can do with my time besides go to Ontario tomorrow and argue about what the state is doing. I actually spent Sunday with my family and made it thru the day without picking up a city document. When people try to convince you that I'm not doing things for you and you don't see that I am going all over the county fighting for the ground squirrel. I defend this community a lot in other communities. I do work for you.

ADJOURNMENT – 10:20pm

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Rachel J. Ford, CMC
City Clerk