



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

AGENDA

Wednesday

Regular

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

August 17, 2016

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

(760) 499-5000

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

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

100 West California Avenue, Ridgecrest, California 93555-4054

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

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

PUBLIC NOTICE that a **SPECIAL CLOSED SESSION MEETING** of the Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Agency is hereby called to be held on **Wednesday, August 17, 2016, at 5:00 p.m.**, in the **Council Chambers Conference Room**, 100 W. California Avenue, Ridgecrest, California.

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

- GC54956.8 Local Agency Real Property Negotiations – Negotiation For Sale – Ridgecrest Business Park Lot Nos. 1, 2, 3, 28, 29, 30, 31, 32, 33, 34, 35, And 36 – Agency Negotiators Economic Development Program Manager Gary Parsons And City Manager Dennis Speer
- GC54956.9(d)(4) Conference With Legal Counsel – Potential Litigation – City of Ridgecrest v. Southern California Edison
- GC54956.9(d)(4) Conference With Legal Counsel – Potential Litigation – City of Ridgecrest v. County of Kern and County Sheriff

Dated: August 11, 2016

Peggy Breeden, Mayor / Chair

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Dated: August 11, 2016

Rachel J. Ford, CMC, City Clerk

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LAST ORDINANCE NO. 16-01
LAST RESOLUTION CITY COUNCIL NO. 16-93

CITY OF RIDGECREST

CITY COUNCIL REDEVELOPMENT SUCCESSOR AGENCY HOUSING AUTHORITY FINANCING AUTHORITY

AGENDA

Regular Council
Wednesday August 17, 2016

CITY COUNCIL CHAMBERS CITY HALL

100 West California Avenue
Ridgecrest, CA 93555

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

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

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

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

PUBLIC COMMENT – CLOSED SESSION

CLOSED SESSION

- GC54956.8 Local Agency Real Property Negotiations – Negotiation For Sale – Ridgecrest Business Park Lot Nos. 1, 2, 3, 28, 29, 30, 31, 32, 33, 34, 35, And 36 – Agency Negotiators Economic Development Program Manager Gary Parsons And City Manager Dennis Speer
- GC54956.9(d)(4) Conference With Legal Counsel – Potential Litigation – City of Ridgecrest v. Southern California Edison
- GC54956.9(d)(4) Conference With Legal Counsel – Potential Litigation – City of Ridgecrest v. County of Kern and County Sheriff
- GC54956.9(d)(4) Conference With Legal Counsel – Potential Litigation – Public Disclosure Of Potential Litigant Would Prejudice The City Of Ridgecrest

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
- Other

PUBLIC COMMENT

COUNCIL ANNOUNCEMENTS

CONSENT CALENDAR

1. Proposed Action To Approve A Resolution Authorizing Contract Change Order Number Four In The Amount Of Twenty One Thousand Five Hundred Eighty-Nine Dollars And Eighty-Eight Cents (\$21,589.88) And Contract Change Order Number Five With A Decreased Amount Of Twenty Thousand Two Hundred Eight Dollars And Seventy-Five Cents (\$-20,208.75) With The Contractor, C.S. Legacy Construction Inc., For The Corporate Yard Site Improvements And Authorize The City Manager, Dennis Speer, To Sign Change Order Four And Change Order Five And Authorize Tax Allocation Bonds (Tab) In The Amount Of Two Thousand Two Hundred Sixty-Two Dollars And Sixty-Eight Cents (\$2,262.68) Be Added To The Contract Speer

2. Proposed Action To Approve A Resolution Authorizing The Professional Services Agreement With The Firm Of Willdan Engineering In The Amount Of One Hundred Thirty-Five Thousand Seven Hundred Twenty-Nine Dollars (\$135,729.00) To Provide Field Investigation, Aerial Photogrammetry, Surveying, Design, Bidding Assistance In Providing A Handicap Access Improvement Plan Meeting American Disabilities Act (ADA) Standards For The Planning And Natural Resources Department CD#17.13.2 And Authorize The City Manager, Dennis Speer, To Sign The Agreement Speer
3. Proposed Action To Approve A Resolution Of The City Council Of The City Of Ridgecrest Approving An Increase To Account #001-4630-463-2304 Project Code 75FKMC In The Amount Not To Exceed \$42,000.00 From The General Fund To Replace A Failing HVAC Unit Located At The Kerr McGee Community Center Patin
4. Proposed Action To Approve A Resolution Of The Ridgecrest City Council Authorizing The Acceptance Of An Off-Highway Vehicle Grant Strand
5. Proposed Action To Approve A Resolution Authorizing Approval Of Amended And Restated Agreement For Services With Stradling, Yocca, Carlson & Rauth For Legal Services Parsons
6. Proposed Action To Approve Draft Minutes Of The Ridgecrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Meeting Dated August 3, 2016 Ford

DISCUSSION AND OTHER ACTION ITEMS

7. Discussion Of The Feasibility For Funding Support Staff for the City Manager or Filling The Director Of Public Works Position Mower

COMMITTEE REPORTS

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

City Organization and Services Committee

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

Infrastructure Committee

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

❖ **Ad Hoc Water Conservation Committee**

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

Parks, Recreation, and Quality of Life Committee

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

❖ **Ad Hoc Youth Advisory Council**

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

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

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

Ridgecrest Area Convention And Visitors Bureau (RACVB)

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

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

CITY MANAGER REPORT

MAYOR AND COUNCIL COMMENTS

ADJOURNMENT

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

SUBJECT: Approve Contract Change Order Number Four In The Amount of Twenty One Thousand Five Hundred Eighty-Nine Dollars and Eighty-Eight Cents (\$21,589.88) and Contract Change Order Number Five With A Decreased Amount of Twenty Thousand Two Hundred Eight Dollars and Seventy-Five Cents (\$-20,208.75) With The Contractor, C.S. Legacy Construction Inc., For The Corporate Yard Site Improvements And Authorize The City Manager, Dennis Speer, To Sign Change Order Four and Change Order Five And Authorize Tax Allocation Bonds (TAB) in the amount of Two Thousand Two Hundred Sixty-Two Dollars And Sixty-Eight Cents (\$2,262.68) Be Added To The Contract

PRESENTED BY:
Dennis Speer, Public Works Director

SUMMARY:
As the Corporation Yard Site Improvements are coming to an end, additions and subtractions to the project require changes to the plans.

Change Order #4.a	Furnish and install additional conduit and wiring from gate keypad to pull box.	\$3,332.73
Change Order #4.b	Furnish and install 2" backflow preventer for potable water line, per IWWWD STD Plans B-F3.	\$3,628.98
Change Order #4.c	Time and materials to provide additional grading for extended paving limits to the south end of existing building.	\$4,275.99
Change Order #4.d	Demolish and remove existing AC pavement as required to extend fire water line beyond the fence line prior to site paving	\$3,138.68
Change order #4.e	paving handwork in additional areas southeast of the existing building, at the request of the City.	\$7,213.50
	Total Amount of Change Order Number Four	\$21,589.88
Change Order #5.a	Remove existing chain link fence and gate	(\$4,970.00)
Change Order #5.b	Adjustment for Actual quantities installed for 2" of HMA	\$7,436.00
Change Order #5.c	Adjustment for Actual quantities installed to construct cement-treated soil	\$ 821.70
Change Order #5.d	Quantity adjustment for wheel stops	(\$462.00)

Change order #5.e	Quantity adjustment for actual installation of 6 foot chain link fence	(\$23,796.80)
Change Order #5.f	Quantity adjustment for actual quantities installed to furnish and install bollards	2,848.00
Change Order #5.g	Quantity adjustment for actual installation of 6" PVC Sewer Line	(\$2,085.65)
Total Amount of Change Order Number Five		(\$20,208.75)
Change Order Number Four		\$21,589.88
Change Order Number Five		(\$20,208.75)
Final Contract Change Order Amount		\$ 1,380.83

The current contract amount for this project is Nine Hundred Thirty-Six Thousand Five Hundred and Forty Dollars (\$936,540.00). In addition to the amount for Change Orders Number Four and Five, an amount of Eight Hundred Eighty-One Dollars and Eighty-Five Cents (\$881.85) for Change Order Number Three must also be added to the current contract amount. The final contract amount is Nine Hundred Thirty-Eight Thousand Eight Hundred Two Dollars and Sixty-Eight Cents (\$938,802.68). The difference of Two Thousand Two Hundred Sixty-Two Dollars and Sixty-Eight Cents (\$2,262.68) will be taken from the Tax Allocation Bonds (TAB) and added to the contract.

The funding source for this project comes from the capital improvement account 018-4760-430-4601 project code CY15AB Corporation Yard Site Improvements.

FISCAL IMPACT: \$1,380.83

Reviewed by Finance Director

ACTION REQUESTED: Approve Contract Change Order Number Four In The Amount of Twenty One Thousand Five Hundred Eighty-Nine Dollars and Eighty-Eight Cents (\$21,589.88) and Contract Change Order Number Five With A Decreased Amount of Twenty Thousand Two Hundred Eight Dollars and Seventy-Five Cents (\$-20,208.75) With The Contractor, C.S. Legacy Construction Inc., For The Corporate Yard Site Improvements And Authorize The City Manager, Dennis Speer, To Sign Change Order Four and Change Order Five And Authorize Tax Allocation Bonds (TAB) in the amount of Two Thousand Two Hundred Sixty-Two Dollars And Sixty-Eight Cents (\$2,262.68) Be Added To The Contract

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

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

Action Date: August 17, 2016

RESOLUTION NO.16-XX

APPROVE CONTRACT CHANGE ORDER NUMBER FOUR IN THE AMOUNT OF TWENTY ONE THOUSAND FIVE HUNDRED EIGHTY-NINE DOLLARS AND EIGHTY-EIGHT CENTS (\$21,589.88) AND CONTRACT CHANGE ORDER NUMBER FIVE WITH A DECREASED AMOUNT OF TWENTY THOUSAND TWO HUNDRED EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$-20,208.75) WITH THE CONTRACTOR, C.S. LEGACY CONSTRUCTION INC., FOR THE CORPORATE YARD SITE IMPROVEMENTS AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN CHANGE ORDER FOUR AND CHANGE ORDER FIVE AND AUTHORIZE TAX ALLOCATION BONDS (TAB) IN THE AMOUNT OF TWO THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS AND SIXTY-EIGHT CENTS (\$2,262.68) BE ADDED TO THE CONTRACT

WHEREAS, the Corporation Yard Site Improvements are coming to an end with additions and subtractions to the project requiring changes to the plans; and

WHEREAS, Change Order #4.a furnish and install additional conduit and wiring from the west gate keypad to pull box. Fees include trenching, materials, labor in the amount of Three Thousand Three Hundred Thirty-Two Dollars and Seventy Three Cents (\$3,332.73); and

WHEREAS, Change Order #4.b Furnish and install a two inch (2") backflow preventer for a potable water line, per the Indian Wells Valley Water District Standard Plans B-F3. Fees include trenching, materials, labor in the amount of Three Thousand Six Hundred Twenty-Eight Dollars and Ninety- Eight Cents (\$3,628.98); and

WHEREAS, Order #4.c was on a time and materials basis to provide additional grading to extend paving limits to the south end of the existing Corporation Yard Building. Fees include trenching, materials, labor in the amount of Four Thousand Two Hundred Seventy-Five Dollars and Ninety- Nine Cents (\$4,275.99); and

WHEREAS, Change Order #4.d was on a time and materials basis to demolish and remove existing AC pavement as required to extend the fire water line beyond the fence line prior to paving the site. Fees include materials, labor and equipment in the amount of Three Thousand One Hundred Thirty-Eight Dollars and Sixty-Eight Cents (\$3,138.68); and

WHEREAS, Change order #4.e was on a time and materials basis for paving handwork in additional areas to the southeast of the existing Corporation Yard Building at the request of the City. Fees include materials, labor and equipment in the amount of Seven Thousand Two Hundred Thirteen Dollars and Fifty Cents (\$7,213.50) and

WHEREAS, The total dollar value for the change order number four total is a positive Twenty One Thousand Five Hundred Eighty-Nine Dollars Eighty-Eight Cents (\$21,589.88); and

WHEREAS, Change Order #5.a was for a quantity adjustment for actual work in removing existing chain link fence and gate in a decrease amount of Four Thousand Nine Hundred Seventy Dollars (\$4,970.00); and

WHEREAS, Change Order #5.b changes the actual quantities installed for two inches (2") of HMA in a decrease amount of Seven Thousand Four Hundred Thirty-Six Dollars (\$7,436.00); and

WHEREAS, Change Order #5.c changes the actual quantities for the installation to construct cement-treated soil in a decrease amount of Eight Hundred Twenty-One Dollars Seventy Cents (\$821.70); and

WHEREAS, Change Order #5.d changes the quantity adjustment for wheel stops in a decrease amount of Four Hundred Sixty-Two Dollars (-\$462.00); and

WHEREAS, Change order #5.e changes quantity adjustment for the actual installation of six (6') foot chain link fence in a decrease amount of Twenty-Three Thousand Seven Hundred Ninety- Six Dollars and Eighty Cents (-\$23,796.80); and

WHEREAS, Change Order #5.f changes the quantity adjustment for actual quantities to furnish and install bollards in a decreased amount of Two Thousand Eight Hundred Forty-Eight Dollars (2,848.00); and

WHEREAS, Change Order #5.g changes the quantity adjustment for actual installation of six inch (6") PVC Sewer Line in a decrease amount of Two Thousand Eighty-Five Dollars and Sixty-Five Cents (-\$2,085.65); and

WHEREAS, The total dollar value for the Change Order Number Five total a decrease of Twenty Thousand Two Hundred Eight Dollars and Seventy-Five Cents (\$-20,208.75); and

WHEREAS, The Final Contract Change Order Amount for Contract Change Order Number Four and Contract Change Order Number Five is One Thousand Three Hundred Eighty Dollars and Eighty-Three Cents(\$1,380.83); and

WHEREAS, The current contract amount for this project is Nine Hundred Thirty-Six Thousand Five Hundred and Forty Dollars (\$936,540.00); and

WHEREAS, An amount of Eight Hundred Eighty-One Dollars and Eighty-Five Cents for Change Order Number Three must also be added to the current contract amount; and

WHEREAS, The final contract amount is Nine Hundred Thirty-Eight Thousand Eight Hundred Two Dollars and Sixty-Eight Cents (\$938,802.68); and

WHEREAS, The difference of Two Thousand Two Hundred Sixty-Two Dollars and Sixty-Eight Cents (\$2,262.68) will be taken from the Tax Allocation Bonds (TAB) and added to the contract.

WHEREAS, This dollar amount will be added to the existing PO #7693; and

WHEREAS, The funding source for this project comes from the capital improvement account 018-4760-430-4601 project code CY15AB Corporation Yard Site Improvements.

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

1. Approves Change Order Number Four and Change Order Number Five to the contractor, C.S. Legacy Construction Inc., to the Corporation Yard Site Improvements and Authorize the City Manager to Sign the Contract Change Orders.
2. Authorizes the Finance Director to amend the budget to reflect all appropriate capital, revenue and transfer accounts.

APPROVED AND ADOPTED this 17th day of August 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST

Ricca Charlon, CMC
Deputy City Clerk

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CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

4

DATE:

7/12/16

Project Name: Corporate Yard Site Improvements

Willdan Project # : 104855

Contractor: C.S. Legacy Construction, Inc.

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

As directed by the City of Ridgecrest, C.S. Legacy Construction, Inc. is to provide all traffic control and quality control required for change order work.	Cost	(working days)
Original contract amount:	\$ 869,734.00	45
Previous Change Order No(s). amount(s) to:	\$ 67,687.55	65
Current Change Order No. (4) amounts to:	\$ 21,589.88	9
Total increase to contract to date:	\$ 89,277.43	74
Revised contract amount:	\$ 959,011.43	119
Percentage of total increase to contract amount to date:	10.26%	

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Item	Description	Contract Qty	Change Order Qty.	Adjusted Contract Quantity	Unit	Unit Cost	Change order Cost	Time Ext. Working Days
4.a	Furnish and install additional conduit and wiring from gate keypad to pull box, including trenching, conduit, wire, and terminations. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markurrequired to complete the extra work. Refer to Contractor Extra Work Proposal PCO 15.	0.00	1.00	1.00	LS	\$3,332.73	\$ 3,332.73	3
4.b	Furnish and install 2" backflow preventer for potable water line, per IWVWD Std Plan BF-3. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markurrequired to complete the extra work. Refer to Contractor Extra Work Proposal PCO 16.	0.00	1.00	1.00	LS	\$3,628.98	\$ 3,628.98	2
4.c	Time and materials to provide addiitonal grading for area of extended paving limits to the south of the existing building. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable markurrequired to complete the extra work. Refer to Contractor Extra Work Proposal PCO 17.	0.00	1.00	1.00	LS	\$4,275.99	\$ 4,275.99	2

4.d	Time and materials to demolish and remove existing AC pavement as required to extend fire water line beyond the fence line prior to site paving. Extra work included trenching through 18" thick AC. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable mark required to complete the extra work. Refer to Contractor Extra Work Proposal PCO 18.	0.00	1.00	1.00	LS	\$3,138.68	\$ 3,138.68	2
4.e	Time and materials for paving handwork in additional areas to the southeast of the existing building, which were requested to be paved by the City. This sum shall constitute full payment for all labor, materials, equipment, overhead, and applicable mark required to complete the extra work. Refer to Contractor Extra Work Proposal PCO 19.	0.00	1.00	1.00	LS	\$7,213.50	\$ 7,213.50	0

TOTAL THIS CHANGE ORDER: \$ 21,589.88 9

Requested: M. Williams
Construction Manager/Resident Engineer

Date: 7/22/16

Approved: Loren E. Culp
City Engineer

Date: 7/26/16

Approved: _____
Public Works Director

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: CS LePage
Contractor

Date: 7/12/16

By: Jerry Gregg Stumpf

Title: President



CITY OF RIDGECREST

CONTRACT CHANGE ORDER No.

5

DATE: 7/12/16

Project Name: Corporate Yard Site Improvements

Willdan Project #: 104855

Contractor: C.S. Legacy Construction, Inc.

You are hereby directed to make the described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Summary table with columns: As directed by the City of Ridgecrest, C.S. Legacy Construction, Inc. is to provide all traffic control and quality control required for change order work., Cost, (working days). Rows include Original contract amount, Previous Change Order No(s), Current Change Order No. (5), Total increase to contract to date, Revised contract amount, and Percentage of total increase to contract amount to date.

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES TO BE PAID:

Main table with columns: Item, Description, Contract Qty, Change Order Qty, Adjusted Contract Quantity, Unit, Unit Cost, Change Order Cost, Time Est. Working Days. Rows 5.a through 5.g describe various adjustments for chain link fence, HMA, soil, wheel stops, bollards, and sewer lines.

TOTAL THIS CHANGE ORDER: \$ (20,208.75) 0

Requested: [Signature] Construction Manager/Resident Engineer

Date: 7/15/16

Approved: [Signature] City Engineer

Date: 7/19/16

Approved: _____ Public Works Director

Date: _____

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted: [Signature] Contractor

Date: 07-14-16

By: _____

Title: _____

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

SUBJECT: Approve The Professional Services Agreement With The Firm Of Willdan Engineering In The Amount of One Hundred Thirty-Five Thousand Seven Hundred Twenty-Nine Dollars (\$135,729.00) To Provide Field Investigation, Aerial photogrammetry, Surveying, Design, Bidding Assistance In Providing A Handicap Access Improvement Plan Meet American Disabilities Act (ADA) Standards for the Planning and Natural Resources Department CD#17.13.2 And Authorize The City Manager, Dennis Speer, To Sign The Agreement

PRESENTED BY:

Dennis Speer, Public Works Director

SUMMARY:

The City of Ridgecrest desires professional engineering services for an assessment of a complete inventory of curb ramps at street intersections in order to replace facilities that do not provide equivalent access to people with disabilities to travel on and between streets. This effort involves locating and recording the conditions of street intersection curb returns for assessment of compliance with current Americans with Disabilities Act (ADA) accessibility criteria. The professional engineering firm will also provide Field Investigation, Aerial photogrammetry, Surveying, Design, Bidding Assistance.

The limits of this project is one (1) square mile and is within an area bounded by North and South China Lake Boulevard (east), West Las Flores Avenue (north), West Upjohn Avenue (south) and North and South Downs Street (west). There are one hundred (100) intersections within this area to be assessed and the project is scoped based on conditions of Two Hundred Fifty-Nine (259) curb ramp locations within the boundaries mentioned above.

The Planning and Natural Resources Department has reviewed the proposal and verified that Willdan Engineering is eligible to accept federally funded projects under the project #CD 17.13.2 by the Planning and Natural Resources Department. The fee for this project is One Hundred Thirty-Five Thousand Seven Hundred Twenty-Nine Dollar (\$135,729.00) and is fully funded by the Planning and Natural Resources Department through HUD.

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

FISCAL IMPACT: \$135,729.00 Funded by Planning and Natural Resources Department

Reviewed by Finance Director

ACTION REQUESTED:

Adopt A Resolution Approve The Professional Services Agreement With The Firm Of Willdan Engineering In The Amount of One Hundred Thirty-Five Thousand Seven Hundred Twenty-Nine Dollars (\$135,729.00) To Provide Field Investigation, Aerial photogrammetry, Surveying, Design, Bidding Assistance In Providing A Handicap Access Improvement Plan Meet American Disabilities Act (ADA) Standards for the Planning and Natural Resources Department CD#17.13.2 And Authorize The City Manager, Dennis Speer, To Sign The Agreement

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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

Action Date: August 17, 2016

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RESOLUTION NO. 16-XX

A RESOLUTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM OF WILLDAN ENGINEERING IN THE AMOUNT OF ONE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-NINE DOLLARS (\$135,729.00) TO PROVIDE FIELD INVESTIGATION, AERIAL PHOTOGRAMMETRY, SURVEYING, DESIGN, BIDDING ASSISTANCE IN PROVIDING A HANDICAP ACCESS IMPROVEMENT PLAN MEETING AMERICAN DISABILITIES ACT (ADA) STANDARDS FOR THE PLANNING AND NATURAL RESOURCES DEPARTMENT CD#17.13.2 AND AUTHORIZE THE CITY MANAGER, DENNIS SPEER, TO SIGN THE AGREEMENT

WHEREAS, The City of Ridgecrest desires professional engineering services for an assessment of a complete inventory of curb ramps at street intersections to provide equivalent access to people with disabilities to travel on and between streets; and

WHEREAS, This effort involves locating and recording the conditions of street intersection curb returns for assessment of compliance with current Americans with Disabilities Act (ADA) accessibility criteria; and

WHEREAS, The professional engineering firm, Willdan Engineering will provide Field Investigation, Aerial photogrammetry, Surveying, Design, Bidding Assistance; and

WHEREAS, The limits of this project is one (1) square mile and is within an area bounded by North and South China Lake Boulevard (east), West Las Flores Avenue (north), West Upjohn Avenue (south) and North and South Downs Street (west).; and

WHEREAS, There are one hundred (100) intersections within this area to be assessed and the project is scoped based on conditions of Two Hundred Fifty-Nine (259) curb ramp locations within the boundaries mentioned above; and

WHEREAS, The Planning and Natural Resources Department has reviewed the proposal and verified that Willdan Engineering is eligible to accept federally funded projects under the project #CD 17.13.2 by the Planning and Natural Resources Department; and

WHEREAS, The fee for project is One Hundred Thirty-Five Thousand Seven Hundred Twenty-Nine Dollars (\$135,729.00) and is fully funded by the Planning and Natural Resources Department through HUD.

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

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

APPROVED AND ADOPTED this 17th day of August 2016 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Ricca Charlon, CMC
City Clerk

EXHIBIT B

CITY OF RIDGECREST
Engineering Services Agreement
SCHEDULE TO MASTER TERMS AND CONDITIONS
CD Project# 17.13.2 City of Ridgecrest Handicapped Access Improvements

THIS SCHEDULE (this "Schedule") shall be effective on _____ 20__ ("Effective Date") and shall terminate no later than _____, 20__ ("Termination Date").

City of Ridgecrest Located at: 100 West California Avenue, Ridgecrest, CA 93555

Service Provider: ("Consultant") Willdan Engineering

Located at: 13191 Crossroads Parkway North, Suite 405 City of Industry, CA 91746

Consultant is (select one): Sole Proprietorship
[X] Incorporated in the State of California
Other (specify) _____

Consultant shall provide the services and products described in Exhibit A ("Services"). The City of Ridgecrest shall compensate Consultant for the Services, including any reimbursement of travel expenses and other costs incurred by Consultant under this Agreement, in an aggregate sum not to exceed:

\$ _____ which includes (select all that apply); X a fixed fee of \$ \$135,729.00
a not to exceed fee of \$ _____ at the hourly rate of \$ _____
other (specify) _____

(select one of the following):

X City of Ridgecrest shall not reimburse Consultant for any costs or travel expenses incurred by Consultant.
City of Ridgecrest shall reimburse Consultant for all necessary and reasonable actual costs incurred on behalf of City of Ridgecrest in an amount not to exceed \$ _____. Reasonable and necessary travel expenses, approved in advance in writing by the City of Ridgecrest, shall not exceed the following County per diems: lodging, \$210.00 per night including taxes; breakfast, \$11.00; lunch, \$15.00; dinner, \$25.00; economy rental car and mileage, if by private automobile, at \$.565 per mile; if by common carrier, at actual fare charged for economy or coach class.

Consultant shall be required to have the following insurance coverages which are marked, on the terms provided in the Master Terms and Conditions. The insurance coverages shall be in the amounts specified, unless another amount is shown (select all that apply):

X Workers' Compensation: As required by California Labor Code Section 3700
X Commercial General Liability (\$1,000,000/Occurrence; \$2,000,000/Aggregate) or other amounts: \$ _____
X Automobile Liability (\$1,000,000/Occurrence) or other amount: \$ _____
X Professional Liability (\$1,000,000/Claim; \$2,000,000/Aggregate) or other amounts: \$ _____

If there are any conflicts between the terms and conditions contained in this Schedule and the Master Terms and Conditions, this Schedule shall control.

The Parties have executed this Schedule, including the Master Terms and Conditions, which constitute the Agreement, on the Effective Date.

CITY OF RIDGECREST

By _____
Dennis Speer, City Manager

Date: _____

CONSULTANT

By _____

Name and title NEWTON ARMSTRONG
DIRECTOR OF ENGINEERING
Willdan Engineering Consultant

Date: 8-1-2016

**CITY OF RIDGECREST
ENGINEERING SERVICES AGREEMENT
MASTER TERMS AND CONDITIONS**

CD PROJECT #17.13.2 CITY OF RIDGECREST HANDICAPPED ACCESS IMPROVEMENTS

THIS AGREEMENT (this “**Agreement**”) is entered into effective on the Effective Date shown on the attached Schedule, by and between the City of Ridgecrest, (“**CITY OF RIDGECREST**”) with its principal location at 100 West California Avenue, Ridgecrest, CA 93555, and **Willdan Engineering Inc.** identified on the Schedule (“**Consultant**”). City of Ridgecrest and Consultant are individually referred to as a “**Party**” and collectively as the “**Parties.**”

RECITALS

- A.** The City of Ridgecrest identified on the Schedule requires those services which are specified in **Exhibit A.**
- B.** City of Ridgecrest desires to engage Consultant to provide the services and Consultant, by reason of its qualifications, experience, and facilities for doing this type of work, and who has offered to provide the required services on the terms set forth in this Agreement.

AGREEMENT

1. **Services to be Rendered.** Consultant shall provide the services and products described in **Exhibit A (“Services”).**
2. **Compensation to Consultant.** City of Ridgecrest shall compensate Consultant in accordance with the compensation selection(s) shown on the Schedule. No additional compensation shall be paid for secretarial, clerical support staff, overhead or any other costs incurred by Consultant by providing the Services to City of Ridgecrest.
3. **Reimbursement Policy and Billing Requirements.** All invoices for payment shall be submitted in a form approved by City of Ridgecrest based upon the payment schedule selected on **Exhibit A**, shall contain an itemization of all costs and fees broken down monthly (including an itemization of all travel expenses incurred if applicable) and shall be stated as a cumulative total. Invoices shall be sent for review and processing to the City of Ridgecrest. Payment shall be made to Consultant within 30 days of receipt and approval of the invoice by the City of Ridgecrest. Consultant invoices shall also have the project schedule and narrative submittals identified in **Exhibit A.**
4. **Term.** This term of this Agreement (“**Term**”) shall start on the Effective Date and shall terminate on the Termination Date, unless sooner terminated as provided in this Agreement.
5. **Assignment.** Consultant shall not assign, transfer or encumber this Agreement, or any part, and Consultant shall not assign any monies due or which become due to Consultant under this Agreement, without the prior written consent of the City of Ridgecrest.

6. **Audit, Inspection and Retention of Records.** Consultant shall maintain and make available to City of Ridgecrest accurate books and records relative to the Services under this Agreement. Consultant shall permit City of Ridgecrest to audit, examine and make excerpts and transcripts from its records and to conduct audits of all invoices, materials, records of personnel or other data related to the Services under this Agreement. Consultant shall maintain its data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights as City of Ridgecrest.

7. **Authority to Bind City of Ridgecrest.** It is understood that Consultant, in Consultant's performance of any Services under this Agreement, except as otherwise provided in this Agreement, has no authority to bind City of Ridgecrest to any agreements or undertakings.

8. **Indemnification.**

a. **General.** Consultant shall defend, indemnify, and hold harmless City of Ridgecrest and City of Ridgecrest's council/board members, elected and appointed officials, officers, employees, agents, volunteers and authorized representatives ("**City of Ridgecrest Indemnified Parties**") from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments and costs ("**Claims**") which arise out of or relate to or pertain to any negligence, recklessness or willful misconduct Consultant or Consultant's officers, employees, agents and subcontractors of any tier hired by Consultant to perform the Services ("**Consultant Representatives**"). This indemnification obligation shall include bodily and personal injury or death to any person; damage to any property, regardless of where located, including the property of City of Ridgecrest; and any workers' compensation Claim arising from or relating to any Services.

1. **Immigration Reform and Control Act.** Consultant acknowledges that Consultant and Consultant Representatives are aware of and understand the Immigration Reform and Control Act ("**IRCA**"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Consultant Representatives are and shall remain in compliance with the IRCA. In addition, Consultant shall defend, indemnify and hold harmless City of Ridgecrest and City of Ridgecrest Indemnified Parties from any Claims which arise out of or relate to any allegations that Consultant and Consultant Representatives are not authorized to work in the United States and/or any other allegations based upon alleged IRCA violations committed by Consultant or Consultant Representatives.

2. **Infringement Claim.** If any Claim is asserted or action or proceeding brought against City of Ridgecrest or City of Ridgecrest Indemnified Parties which alleges that all or any part of the Services in the form supplied by Consultant or City of Ridgecrest's use, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, City of Ridgecrest shall give Consultant prompt written notice. Consultant shall defend any Claim with counsel of Consultant's choice and at Consultant's sole cost and shall indemnify City of Ridgecrest for any costs and damages actually incurred by City of Ridgecrest, including steps City of Ridgecrest may take to avoid entry of any default judgment or other waiver of City of Ridgecrest's rights. City of Ridgecrest shall cooperate fully with and may monitor Consultant in the defense of any claim, action or proceeding and shall make employees available as Consultant may

reasonably request with regard to the defense, subject to reimbursement by Consultant of all costs incurred by City of Ridgecrest's cooperation in the defense.

3. **Remedy of Infringement Claim.** If the Services are, in Consultant's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the Services, Consultant shall within 90 days:
 - a) **Replace.** Promptly replace the Services with compatible, functionally equivalent and non-infringing Services;
 - b) **Modify.** Promptly modify the Services to make them non-infringing without materially impairing City of Ridgecrest's ability to use the Services as intended;
 - c) **Procure Rights.** Promptly procure the right of City of Ridgecrest to continue using the Services; or
 - d) **Refund.** As a last resort, if none of these alternatives is reasonably available to Consultant, and City of Ridgecrest is enjoined or otherwise precluded legally from using the Services, Consultant shall, within 120 days of the judgment or other court action, promptly refund to City of Ridgecrest all fees and costs paid for the Services, and this Agreement shall terminate. All licensed products will be disposed of as ordered by the governing court at the sole cost of Consultant or as determined by City of Ridgecrest if the court does not so direct.
4. **Modification of Services.** This indemnification does not extend to modifications or additions to the Services made by City of Ridgecrest or any third party without the prior written consent of Consultant, or to any unauthorized use of the Services by City of Ridgecrest.
5. **Survival of Indemnification Obligations.** Upon completion of this Agreement, the provisions of this Section 8 shall survive.
9. **Insurance.** Consultant, in order to protect City of Ridgecrest and City of Ridgecrest Indemnified Parties against Claims as a result of the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain the following insurance. Consultant shall not perform any Services until Consultant has obtained all insurance required under this Section 9 and the required certificates of insurance and all required endorsements have been filed with City of Ridgecrest and with City of Ridgecrest authorized insurance representative, if any. ("Authorized Insurance Representative"). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that the designated person is an authorized representative, and is authorized to bind the named underwriter(s) and their company to the stated coverage, limits and termination provisions. Consultant shall promptly deliver to City of Ridgecrest and Authorized Insurance Representative, if any, a certificate of insurance, and all required endorsements, with respect to each renewal

policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term. The certificates and endorsements shall be delivered to City of Ridgecrest and Authorized Insurance Representative, if any prior to the expiration date of any policy and bear a notation evidencing payment of the premium if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any Claim by Consultant or City of Ridgecrest as an additional insured.

1. **Workers' Compensation and Employer's Liability Insurance Requirement.** If Consultant has employees who may perform any Services under this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of California Labor Code Section 3700. Consultant shall require any Consultant Representatives to provide workers' compensation for any of the Consultant Representative's employees, unless the employees are covered by the insurance carried by Consultant. If any class of employees engaged in Services is not covered by California Labor Code Section 3700, Consultant shall provide and/or require each Consultant Representative to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

2. **Liability Insurance Requirements.**
 - a) **Types of Liability Insurance.** Consultant shall maintain in full force and effect, during the Term, the following types of liability insurance:
 - I. **Commercial General Liability Insurance,** including Contractual Liability Insurance (specifically covering the indemnification provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of Services. The Commercial General Liability insurance shall contain no exclusions or limitations for Consultant Representatives working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by Applicable Law following termination of this Agreement. The amount of the insurance coverage required by this Agreement shall be the policy limits, which shall be no less than the amount specified on the Schedule.

 - II. **Automobile Liability Insurance,** against claims of Personal Injury (including bodily injury and death) and Property Damage covering any owned, leased, hired and non-owned vehicles used in the performance of the Services with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.

 - III. **Professional Liability (Errors and Omissions) Insurance,** for liability arising out of or related to the performance of the Services, with insurance coverage equal to the policy limits, which shall be no less than the amount specified on the Schedule.

 - b) **Endorsements.** The Commercial General Liability and Automobile Liability Insurance required in this Section 9 shall include an endorsement naming City of Ridgecrest and City of Ridgecrest Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement

shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

- c) **Claims-Made Insurance.** If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain the coverage for at least three years following the termination of this Agreement with coverage extending back to the Effective Date; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
3. **Insurance Companies.** All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the City of Ridgecrest.
4. **Self-Insurance.** If Consultant is, or becomes during the Term, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the required insurance coverages and endorsements. City of Ridgecrest will not accept the coverages unless the City of Ridgecrest determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by Consultant are equivalent to the required coverages. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to City of Ridgecrest and must be approved in writing by the City of Ridgecrest Risk Manager.
5. **Primary Insurance; Waiver of Subrogation.** All insurance carried by Consultant shall be primary to and not contributing to any insurance or self-insurance maintained by City of Ridgecrest. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against City of Ridgecrest.
6. **Insurance Does Not Replace Indemnification.** Maintenance of the insurance coverages in the minimum specified amounts shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of the coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City of Ridgecrest from taking other actions as are available to it under this Agreement or under Applicable Law.
7. **Failure to Maintain Insurance.** Failure by Consultant to maintain all insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City of Ridgecrest, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from the breach. Alternatively, City of Ridgecrest may purchase the required insurance coverage, and without further notice to Consultant, City of Ridgecrest shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City of Ridgecrest for the insurance. If the balance of monies owed to Consultant under this Agreement is insufficient to reimburse City of Ridgecrest for the premiums and any associated costs, Consultant shall reimburse City of Ridgecrest for the

premiums and pay for all costs associated with the purchase of the insurance. Any failure by City of Ridgecrest to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

8. **Cancellation of Insurance.** The insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of the Services except as otherwise stated in this Agreement. Each insurance policy supplied by Consultant shall not be terminated, suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after 10 days prior written notice to Consultant in the case of non-payment of premiums, or 30 days prior written notice in all other cases. This notice requirement does not waive these insurance requirements. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, suspended, voided, canceled, reduced in coverage, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

10. **Consultant Representations.** Consultant makes the following representations, which the Parties agree are material to and form a part of the inducement for this Agreement:

- a. **Expertise and Staff.** Consultant has the expertise, support staff and facilities necessary to provide the Services; and
- b. **No Adverse Interests.** Consultant does not have any actual or potential interests adverse to City of Ridgecrest, nor does Consultant represent a person or firm with an interest adverse to City of Ridgecrest relating to the subject of this Agreement; and
- c. **Timeliness.** Consultant shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.
- d. **Ownership of Documents.** All reports, documents and other items generated or gathered in the course of providing the Services are and shall remain the property of City of Ridgecrest, and shall be returned to City of Ridgecrest upon full completion of the Services or termination of this Agreement, whichever first occurs.
- e. **Rights to Contracted Products.**
 - a. **Belong to City of Ridgecrest.** For no additional fee or charge, products developed, prepared, generated or gathered by Consultant or Consultant's Representatives under this Agreement, shall be considered creative works for hire and shall be delivered to and become the exclusive property of City of Ridgecrest and may be used by City of Ridgecrest in any way it may deem appropriate. Consultant shall have no rights in the products, except the right to use the products for the exclusive purpose of providing the Services, and Consultant shall not copy or disclose to any third party any product, except as is expressly set forth in this Agreement or by separate written agreement between the Parties. These provisions do not apply to Consultant's original licensed software or administrative communications and records, which shall remain the exclusive property of Consultant,

- b. **Use by City of Ridgecrest.** The ideas, concepts, know-how, and techniques developed during the course of this Agreement may be used by City of Ridgecrest in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any Applicable Law.
- c. **No Publication.** Consultant or Consultant's Representatives shall not publish or disseminate information gained through participation in this Agreement without the specific prior review and written consent by City of Ridgecrest.
- d. **Delivery to City of Ridgecrest.** Upon termination or expiration of this Agreement, Consultant shall immediately deliver to City of Ridgecrest all City of Ridgecrest-owned programs and documentation developed under this Agreement. In addition, Consultant grants to City of Ridgecrest a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for City of Ridgecrest purposes, any Consultant owned program, including system software, utilized by Consultant in performance of the Services.
- e. **Survival of Covenants.** Upon completion of this Agreement, the provisions of this Section 10 shall survive.

11. Termination. The City of Ridgecrest may at his or her election, without cause, terminate this Agreement by written notice ("Notice of Termination"). The Notice of Termination will be deemed effective 15 days after personal delivery, or 20 days after mailing by regular U.S. Mail, postage prepaid. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Consultant or the City of Ridgecrest, Consultant shall submit to the City of Ridgecrest all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this Section 11, City of Ridgecrest shall pay Consultant for all satisfactory Services rendered by Consultant prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown on the Schedule.

12. Choice of Law/Venue. The Parties agree that the provisions of this Agreement shall be construed under the laws of the State of California. This Agreement has been entered into and is to be performed in the City of Ridgecrest limits. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

13. Compliance with Applicable Law. Consultant shall observe and comply with all applicable City of Ridgecrest, state and federal laws, ordinances, rules and regulations now in effect or later enacted ("**Applicable Law**"), each of which is made a part of this Agreement.

14. Confidentiality. Consultant shall not, without the prior written consent of the City of Ridgecrest, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena

or other process of law. Upon completion of this Agreement, the provisions of this **Section 14** shall continue to survive.

- 15. Conflict of Interest.** Consultant has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Consultant acknowledges that it is unaware of any financial or economic interest of any public officer or employee of City of Ridgecrest relating to this Agreement. If it is further understood and agreed that if a financial interest does exist at the inception of this Agreement, City of Ridgecrest may immediately terminate this Agreement by giving written notice. Consultant shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.
- 16. Enforcement of Remedies.** No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.
- 17. Negation of Partnership.** In the performance of the Services, Consultant shall be, and acknowledges that Consultant is, in fact and law, an independent contractor and not an agent or employee of City of Ridgecrest. Consultant has and retains the right to exercise full supervision and control of the manner and methods of providing the Services. Consultant retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Consultant in the provision of the Services. With respect to Consultant's employees, if any, Consultant shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any Applicable Law regulating employment.
- 18. Non-collusion Covenant.** Consultant represents and agrees that (i) it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with City of Ridgecrest and (ii) it has received from City of Ridgecrest no incentive or special payments and no considerations not related to the provision of the Services.
- 19. Non-discrimination.** Neither Consultant, nor any Consultant Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by Applicable Law, either directly, indirectly or through contractual or other arrangements.
- 20. Non-waiver.** No covenant or condition of this Agreement can be waived except by the written consent of City of Ridgecrest. Forbearance or indulgence by City of Ridgecrest shall not constitute a waiver of the covenant or condition to be performed by Consultant. City of Ridgecrest shall be entitled to invoke any remedy available to City of Ridgecrest under this Agreement or by Applicable Law despite the forbearance or indulgence.
- 21. Notices.** All notices under this Agreement shall be provided to the City of Ridgecrest at the address indicated in the opening section of this Agreement and to the Consultant and Responsible City of Ridgecrest Department at the addresses shown on the Schedule. Delivery

shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Consultant's office, or the receptionist for the City of Ridgecrest main offices.

22. **Captions and Interpretation.** Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. California Civil Code Section 1654 shall not apply to the interpretation of this Agreement.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
24. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
25. **Severability.** If any term or provision of this Agreement is determined by a court to be in conflict with any Applicable Law, or otherwise be unenforceable or ineffectual, the validity of the remaining terms or provisions shall be deemed severable and shall not be affected, provided that the remaining terms or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into on the Effective Date.
26. **Signature Authority.** Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
27. **Sole Agreement.** This Agreement, including the Schedule and Exhibits, contains the entire agreement of the Parties relating to the Services, rights, obligations and covenants contained in this Agreement and assumed by the Parties. No inducements, representations or promises have been made, other than those stated in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.
28. **Time of Essence.** Time is expressly declared to be of the essence of this Agreement and of each provision, and each provision is declared to be a material, necessary and essential part of this Agreement.
29. **No Third Party Beneficiaries.** The Parties understand and agree that the enforcement of these terms and conditions and all rights of action relating to enforcement, shall be strictly reserved to City of Ridgecrest and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of City of Ridgecrest and Consultant that any person or entity, other than City of Ridgecrest or

Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

30. **Gender/Plural.** References to feminine, masculine or neutral include the other, and references to the singular or plural include the other.
31. **Recitals.** Each of the recitals is incorporated in this Agreement, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.
32. **Exhibits.** All exhibits attached to this Agreement are incorporated into this Agreement by reference.
33. **Applicable Federal Requirements.** Applicable Federal Requirements are as set forth in the attachment entitled “**Federal Contract Requirements**”.

END OF SECTION

5. Section IV – Project Approach/Work Schedule/Transition Plan & Technology Available

Project Understanding

The City of Ridgecrest desires professional engineering services for an assessment of a complete inventory of curb ramps at street intersections in order to replace facilities that do not provide equivalent access to people with disabilities to travel on and between streets. This effort involves locating and recording the conditions of street intersection curb returns for assessment of compliance with current Americans with Disabilities Act (ADA) accessibility criteria. Willdan understands that addressing deficiencies in accessible path of travel, especially at City street intersection curb returns is paramount to meet requirements of ADA, Title II Regulations 28 CFR 35.

The City of Ridgecrest encompasses approximately 21 square miles within the County of Kern. The limits of this project is 1 square mile and is within an area bounded by North and South China Lake Boulevard (east), West Las Flores Avenue (north), West Upjohn Avenue (south) and South Downs Street (west). There are 100 intersections within this area to be assessed and Willdan understands that the intersections located at: Sanders Street and Coso Avenue; Balsam Street and Coso Avenue; Sanders Street and Argus Avenue; Alvord Street and Argus Avenue; Helena Street and French Avenue; Alvord Street and French Avenue; Warner Street and French Avenue; Alvord Street and Panamint Avenue; and Alvord Street and Station Avenue within the project area, are excluded. In addition, Willdan will provide bidding assistance and construction inspection/HUD monitoring engineering services for the construction of the ADA curb return ramps.

Willdan also understands that ADA transition plan will identify and prioritize the curb ramp improvement for a multiyear program depending upon the annual funds available for design, construction management and construction.

Project Approach/Scope of Work

The first order of business will be to obtain the required information to begin design of the CD Activity #17.13.2, City of Ridgecrest Handicap Access Improvement project. This project is scoped based on conditions of 259 curb ramp locations within the boundaries mentioned above.

Upon receipt of a notice to proceed from the City, Willdan will conduct a field investigation to determine the compliance or non-compliance of existing curb ramps within the project area noted above. Staff will utilize a SMART level to verify existing slopes and check for other typical non-compliance items including landing dimensions, existence of detectable warning surfaces and grooves, 0" curb faces, and other potential obstructions. Once the extent of reconstructions required to achieve ADA compliance is confirmed and approved by City staff, detailed design will commence. Design services include all drafting as required to support the City's Engineer's design for curb ramp reconstructions in this scope of work.

Willdan will conduct aerial photogrammetry for the entire project limits. Field survey is not anticipated for all curb returns but will be needed for specific intersections such as West French Avenue and Balsam Street and Balsam and Ridgecrest Boulevard where the joint conditions, private improvements and proximity to City's public right-of-way will be a concern. Willdan will take and catalogue photographs of each curb ramp location to be utilized as a reference for identifying existing improvement and specifying the proposed improvements. It is anticipated that curb ramp reconstructions will refer to the City's Standard Plans or Caltrans Standard Plans for the details of construction. The type of curb ramp, per said standard plans, will be identified with construction notes. Detailed existing and proposed surface elevations will not be specified on the plans.

We propose to provide design submittals at 60 percent and 100 percent milestones for City review and comment. Upon completion of the engineered design drawing and bid package, Willdan will provide public bidding services as scoped in the following sections.

Willdan's Construction Management Group will provide full-time construction inspection services required for each construction project. It is assumed that City staff will assist with inspection services on this project.

Work Schedule

We understand the importance of completing the project in a timely manner and Willdan's team is committed to work closely with the City to finalize a project to meet the City's needs. The following is Willdan's proposed project schedule for completing the above described scope of work for the CD Activity #17.13.2 Handicap Access Improvement project from receipt of authorization and signed agreement:

Deliverable	Weeks from NTP
NTP/Kickoff Meeting	1
Field Investigation/Research	3
Aerial Photogrammetry/Field Survey	3
Prepare ADA Transition Plan (Analysis Results, Priorities, Cost Estimates)	5
Review and Comment by City	6
60% Design Submittal (Draft PS&E)	7-8
Review and Comment by City	9
100% Design Submittal (Final PS&E)	10
City Review and Approval of Final PS&E	11
Bidding	12-15
Council Award of Construction Contract	18
Construction	20-22
City Council Acceptance of Project	26

Proposed Transition Plan

Willdan will prepare a ADA Transition plan with recommended strategy to improve the access ramps within a set budget for each fiscal year. As a minimum the plan will include

1. A list of physical obstacles in the City access ramps that limit the accessibility to individuals with disabilities;
2. A detailed outline of the methods that will be used to make the facilities accessible and meet current standards and regulations;
3. A schedule for taking the steps necessary to achieve compliance with Title II of the ADA and, identify steps that will be taken during each year of the transition period; and
4. The name of the official responsible for implementation of the plan.

Here is an overview of the overall process Willdan will adopt to develop a comprehensive review of the city's public rights of ways infrastructure for access ramps.

1. Willdan will confer with City staff to review and understand, in full detail, the requirements for the project, pedestrian activity, usage of the area and existing complaints or grievances.
2. Perform preliminary field reconnaissance for each street segment identified in the proposal and review current field conditions.
3. In table format, identify street, location and cost to replace access ramp in need of repair.

4. Prepare a low, medium or high priority list based on the various needs, cost and conditions identified through the field reconnaissance. The priority list will be based on the assumption the City can perform \$162,000 of repairs for the first year and \$132,000 for the following years including cost for design and Construction management and Inspection
5. Summarize findings and recommendations in a short form report that will include guidelines used to evaluate the conditions of the access ramp, assumptions made through the analyses and how the recommendations came to be developed.

Deliverable: Draft Transition Plan

6. The report would also outline methods address new complains or grievances.
7. The assessment will take into considerations the ramp surface, alignment, detectable warning surface, gutter lip, landing slope and size, ramp width, ramp flare slope, running slope and cross slope, gutter slope and no ramps.
8. After City review and comments, Willdan will revise and finalize the draft transition plan and present a final transition plan.

Deliverable: Final Transition Plan

9. Willdan will also assist the City in monitoring the progress and making amendments to the report as priorities change over a long period of time.
10. Willdan will be available to clarify any questions during the course of this contract.

Technology Available

Willdan will use GPS-enabled handheld field computers to collect data on curb return ramps within the project area. A customized data collection application will be created using ESRI ArcPad software to capture all information needed for ramp assessment and for design of mitigation measures needed to address any non-compliant ramps. The field inspector will occupy the location of each curb return ramp and tap the screen of the GPS handheld with a stylus, causing the handheld to store the current GPS position and display a data collection form on the screen. The form will contain all the data entry fields needed to document the type, dimensions, slopes and condition of the curb return ramps. Drop-down menus will be used to capture the data to the fullest extent possible, allowing fast and accurate data collection by minimizing the amount of data needing to be hand-entered by tapping the unit's soft keypad.

Feld inspectors will photograph each curb return ramp using the GPS handheld's built-in camera. When the inspector takes the photo, the GPS handheld will store the photo file name in a field prepared for that purpose, allowing the photographs to be easily hyperlinked to the City's GIS once the survey has been completed. The GPS handhelds will store the survey data in ESRI shapefile format which can be directly imported into the City's GIS. These data can also be easily uploaded to an ArcGIS Online map, allowing anyone with a web browser on a desktop or mobile device to access the curb return data.

Willdan will consult with City staff to determine the version of ArcGIS in use at the City so that we may provide GIS data in a format compatible with the City's GIS.

6. Section V – Cost of Service

Task Description	WILLDAN													Subconsultants		Grand Totals Hours & Cost / Task
	Principal-In Charge	Project Manager	Sr Design Engineer	Sr Drafter II	GIS Analyst II	Survey PM	Sr Survey Analyst	CM Project Manager	CM Asst Engineer	Sr PW Observer	Clerical	Libr Compliance Manager	Expenses	Aerial Photogrammetry	Survey (DBE)	
	\$201.00	\$185.00	\$128.00	\$117.00	\$138.00	\$185.00	\$138.00	\$185.00	\$127.00	\$117.00	\$69.00	\$127.00		Monarch	ESP	
	Armstrong	Peter	Martinez	Shadowen	Miller	Knell	Barrientos	Bustos	Thompson/ Cisneros	Rodriguez/B rown	Higashi	Freij				
1. Project Management																
1.1 Project Administration																
1.1.1 PDT Meeting (6 total)		2	10	10									1,000			22
1.1.3 Project Coordination			12	-												12
1.4.1 Monthly Progress Reports & Invoices		1	6									8				15
1.2 Quality Control																
1.2.1 QA/QC Process		4	4		4											12
Subtotal Hours		7	32	10	4							8				61
Subtotal Cost	\$1,407	\$5,920	\$1,380		\$552							\$552		\$1,000		\$10,811
2. Field Investigation and Surveys																
2.1 Curb Ramp Assessment & Inventory		1	2	4	20					80			1,000			107
2.2 Aerial Photogrammetry/Field Survey		1	2	4	4	2	8							9,345	38,595	21
Subtotal Hours		2	4	4	24	2	8			80						124
Subtotal Cost	\$402	\$740	\$552		\$3,312	\$370	\$1,104			\$10,160			\$1,000	\$9,345	\$36,595	\$63,580
3. ADA Transition Plan																
3.1 Research & Analysis		4	16	24								4				48
3.2 Prioritization study		2	16	24								4				46
3.3 Draft Transition Plan		2	8	8	16							8				42
3.4 Final Transition Plan		2	6	8	8							4				28
Subtotal Hours		10	46	64	24							20				164
Subtotal Cost	\$2,010	\$8,510	\$8,832	\$2,808								\$1,380				\$23,540
4. Design and Engineering Services (1st Year Only)																
4.1 Draft 60% PS&E Submittal																
4.1.1 60% Design		1	4	16	16	12										49
4.1.2 60% Quantities, Estimate & Specifications		1	2	8	4							2	50			17
4.2 Draft Final PS&E Submittal																
4.2.1 Final Plans		1	2	4	4											11
4.2.2 Final Quantities, Estimate & Specifications		1	2	4	4							2	50			13
Subtotal Hours		4	10	32	28	12						4				90
Subtotal Cost	\$804	\$1,850	\$4,416	\$3,276	\$1,656							\$276		\$100		\$12,378
5. Bid Assistance/Construction Support																
5.1 Bid Assistance			2	2								2				6
5.2 Construction Support			8	8	4											20
Subtotal Hours			10	10	4							2				26
Subtotal Cost			\$1,850	\$1,380	\$468							\$138				\$3,836
6. Construction Management & Inspection																
6.1 Contract Administration								4	42							46
6.2 Construction Inspection										100						100
6.3 HUD Monitoring												30				30
Subtotal Hours								4	42	100		30				176
Subtotal Cost								740	6,334	11,700		3,810				21,584
Grand Total Hours/Staff	23	102	120	56	40	2	8	4	122	100	34	30				641
Grand Total Cost	\$4,623	\$18,870	\$16,560	\$6,552	\$5,520	\$370	\$1,104	\$740	\$15,494	\$11,700	\$2,346	\$3,810	\$2,100	\$9,345	\$36,595	\$135,729

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

SUBJECT:

A resolution of The Ridgecrest City Council approving an increase to account #001-4630-463-2304 project code 75FKMC in the amount not to exceed \$42,000.00 from the general fund to replace a failing HVAC unit located at the Kerr McGee Community Center.

PRESENTED BY:

Jason Patin

SUMMARY:

The City Of Ridgecrest parks and recreation department is proposing The replacement of a failing HVAC unit located at the Kerr McGee Community Center.

Staff recommends that the City approve the proposed HVAC unit replacement.

FISCAL IMPACT:

Up to \$42,000.00

Reviewed by Finance Director

ACTION REQUESTED:

Adopt a Resolution of The Ridgecrest City Council approving the proposed replacement of the HVAC unit at Kerr McGee Community Center.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: Jason Patin
(Rev. 02/13/12)

Action Date: August 17, 2016

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RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING AN INCREASE TO ACCOUNT #001-4630-463-2304 PROJECT CODE 75FKMC IN THE AMOUNT NOT TO EXCEED \$42,000.00 FROM THE GENERAL FUND TO REPLACE A FAILING HVAC UNIT LOCATED AT THE KERR MCGEE COMMUNITY CENTER

WHEREAS, The City of Ridgecrest Parks and Recreation Department is proposing The Replacement of a failing HVAC Unit Located At the Kerr McGee Community Center; and

WHEREAS, The cost of the replacement will not exceed \$42,000.00; and

WHEREAS, The funds will come from the general fund and be placed into account #001-4630-463-2304 project code 75FKMC; and

WHEREAS, The replacement of the HVAC unit will have and impact on the general fund in the amount not to exceed \$42,000.00.

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

1. Approves the increase to account #001-4630-463-2304 project code 75FKMC in the amount not to exceed \$42,000.00 from the general fund for the purpose of replacing the failing HVAC unit located at the Kerr McGee Community Center.

APPROVED AND ADOPTED this 17th day of August 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Peggy Breeden, Mayor

ATTEST:

Ricca Charlon, CMC
City Clerk

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

SUBJECT:

Grant Acceptance for a grant awarded from the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation.

PRESENTED BY: Ron Strand, Chief of Police

SUMMARY:

The Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has awarded funding to the City of Ridgecrest Police Department in the amount of \$15,932.00. This grant is to be administered by the Ridgecrest Police Department.

The OHV (Off-Highway Vehicle) grant program will provide funding for maintaining current department OHV equipment, provide training regarding the use of the equipment, and provide overtime funding for OHV enforcement for the Ridgecrest Police Department. The grant will also provide funding for educating local youth in safe and responsible OHV activities within our area. Grant funding will also be used to support the police department activities with local OHV events such as the October Grand Prix.

The grant period begins September 1, 2016 and ends August 31, 2017.

The grant requires a 25% in part matching funds and the total project cost is \$21,415.00. The grant funding will provide \$15,932.00 of the total project cost and the city will provide the other \$5,483.00 in kind services. No funds from the city's general fund will be used to support the grant or project. The in kind services will include reserve officers, PACT volunteers, minimal use of city of vehicles (ATV's), and the indirect administrative cost to operate the OHV project.

FISCAL IMPACT: Approximate revenue to the city in the amount of **\$15,932.00.**

REIMBURSEMENT GRANT- 25% MATCH OF IN KIND SERVICES REQUIRED

Reviewed by Administrative Services Director

ACTION REQUESTED:

Approval of Resolution

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

Submitted by: RON STRAND
(Rev. 2-14-07)

Action Date: August 17, 2016

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RESOLUTION NO. 16-XX

A RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING THE ACCEPTANCE OF AN OFF-HIGHWAY VEHICLE GRANT

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for planning, acquiring, developing, operating, conserving and maintaining off-highway vehicle recreation; and,

WHEREAS, the Off-Highway Motor Vehicle Recreation Division within the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and,

WHEREAS, procedures established by the California Department of Parks and Recreation to certify by resolution the approval of applications before submission to the State; and,

WHEREAS, the Ridgecrest Police Department wishes to accept a grant for the funds to maintain our current OHV equipment and conduct educational and enforcement programs; and,

WHEREAS, the Ridgecrest Police Department is receiving grant funding in the amount of \$15,932 with an in-kind match of \$5,483; and,

WHEREAS, this grant period begins September 1, 2016 and ends August 31, 2017, and;

WHEREAS, this project appears on, or is in conformity with, this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding this project.

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

1. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and,
2. Certifies that the project will be well-maintained during its usual life; and,
3. Certifies that this agency will implement the project with diligence once funds are available and a Project Agreement has been consummated between the State and Ridgecrest Police Department.

BE IT FURTHER RESOLVED that the City Council of the City of Ridgecrest authorizes the City Manager, or his designee, to approved this grant with the Off-Highway Motor Vehicle Recreation Division within the California Department of Parks and Recreation, and to sign and execute any and all documents relating to the grant award, including amendments, and is authorized to make any necessary adjustments to the FY17 budget.

APPROVED AND ADOPTED THIS on the 17th day of August, 2016, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Peggy Breeden, Mayor

ATTEST:

Ricca Charlon, *CMC*
City Clerk

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

SUBJECT:

Approval Of Amended And Restated Agreement For Services With Stradling, Yocca, Carlson & Rauth For Legal Services

PRESENTED BY:

Gary Parsons

SUMMARY:

The City of Ridgecrest has utilized Stradling, Yocca, Carlson & Rauth as its RDA attorneys for several years and wishes to amend and extend its professional legal services agreement with this firm for the city as successor agency housing authority and TAB bonding areas. Services are as needed. This agreement represents an extension of our long standing existing agreement for professional legal services and can be terminated upon a 30 day notice.

FISCAL IMPACT:

To be paid from former RDA / TAB funds as needed

Reviewed by Finance Director

ACTION REQUESTED:

Approval of the subject agreement by authorizing the city Manager or his designee to execute this agreement.

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested: Recommend the approval of resolution authorizing the approval and execution of the Subject agreement

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RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING AN AMENDED AND RESTATED AGREEMENT WITH THE LAW FIRM OF STRADLING, YOCCA, CARLSON & RAUTH

WHEREAS, the City of Ridgecrest ("City") is a city organized and operating under the laws of the State of California; and

WHEREAS, the city upon the dissolution of the Ridgecrest redevelopment agency is acting as its successor agency, the housing Authority

WHEREAS, a copy of the amended and restated agreement is here to attached

WHEREAS, the city wishes to utilize the Law firm of Stradling, Yocca, Carlson & Ruath to provide professional legal

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGECREST DOES RESOLVE AS FOLLOWS:

The City Council hereby authorized the City Manager is to execute the attached amended and restated agreement on behalf of the City. A copy of the amended and restated Agreement when executed by the City shall be placed on file in the office of the City Clerk.

PASSED and ADOPTED this 17th day August of, 2016 by the following vote.

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Peggy Breeden, Mayor

ATTEST:

Ricca Charlon, CMC
Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF KERN)
CITY OF RIDGECREST)

I, Ricca Charlon, Deputy City Clerk of the City of Ridgecrest, do hereby certify that the foregoing Resolution No. 16-XX was duly and regularly adopted by vote of the City Council of the City of Ridgecrest at its regular meeting held on the 17th day of August, 2016, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

By: _____
Ricca Charlon, CMC, Deputy City Clerk

AMENDED AND RESTATED AGREEMENT FOR SERVICES

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into as of September 1, 2016 (the “Date of Agreement”), the CITY OF RIDGECREST, a municipal corporation (the “City”), the CITY OF RIDGECREST acting in the capacity of the RIDGECREST SUCCESSOR AGENCY (the “Successor Agency”), the RIDGECREST HOUSING AUTHORITY (the “Housing Authority”), and STRADLING YOCCA CARLSON & RAUTH, a Professional Corporation (“SYCR”).

WITNESSETH:

WHEREAS, the City and the Ridgecrest Redevelopment Agency (the “Redevelopment Agency”) previously adopted a plan, as heretofore amended (the “Redevelopment Plan”) for the Ridgecrest Redevelopment Project, and were engaged in the implementation of the Redevelopment Plan, including without limitation activities for commercial and industrial development, housing development (including without limitation the development of affordable housing) and the implementation of various public improvements. Upon the dissolution of all redevelopment agencies in the State of California, including without limitation the Redevelopment Agency, in addition to advising the City in relation to redevelopment dissolution matters, SYCR advises the City, the Successor Agency and the Housing Authority, in the capacity of special counsel: the City Attorney acts as general counsel for each of such entities. Each of the City, the Successor Agency, the Housing Authority and the Successor Agency desires to retain the services of SYCR, as special counsel, to advise and represent the City, the Successor Agency, and the Housing Authority in connection with such matters relating to the Successor Agency, the Housing Authority or the City as may be designated by the governing board, staff, and/or the City Manager or the Executive Director of those respective governmental entities, including, but not limited to, negotiations, document preparation, legal rendering of opinions, litigation, financing or any other facet of the practice of law as it relates to an issue of concern to the City, the Housing Authority and/or the Successor Agency, such activities including but not being limited to advisement and implementation associated with affordable housing transactions and redevelopment dissolution; and

WHEREAS, the Successor Agency as well as the Housing Authority and the City from time to time issue bonds and similar obligations in connection with the exercise of their respective governmental functions; and

WHEREAS, in connection with the exercise of their governmental functions, the City, the Housing Authority, and the Successor Agency desire to engage the services of SYCR for those activities herein set forth and such work as may from time to time be designated by the chief executive officers of the City, and the Successor Agency, respectively; and

WHEREAS, the City Manager of the City is the chief executive officer of the City and the Successor Agency; and

WHEREAS, the Executive Director of the Housing Authority is the chief executive officer of the Housing Authority; and

WHEREAS, SYCR is qualified in this field and possesses professional skills with respect to representing the City, the Housing Authority and the Successor Agency in any capacity including litigation or financing matters as directed by the City, the Housing Authority and the Successor Agency; and

WHEREAS, the City, the Housing Authority and the Successor Agency desire to designate the City Manager of the City as the contract administrator (the “Contract Administrator”) for the purposes of this Agreement; and

WHEREAS, SYCR represents that it is ready, willing and able to continue to provide the legal services as required by the City, the Housing Authority and the Successor Agency.

NOW, THEREFORE, in consideration of the promises, covenants, conditions, legal detriments and agreements herein contained, it is agreed as follows:

1. **Responsibilities**: The City, the Housing Authority and the Successor Agency hereby employ SYCR, and SYCR hereby accepts such employment, to represent the City, the Housing Authority and the Successor Agency in connection with such matters relating to the Successor Agency, the Housing Authority and the City as may be designated by the governing board, staff, and/or the Contract Administrator on behalf of the City, the Housing Authority and the Successor Agency. All work performed by SYCR pursuant to this Agreement shall be commenced upon request therefor by the City, the Housing Authority and the Successor Agency as requested by the governing board, staff and/or Contract Administrator on behalf of one or more of those entities. In connection with the performance of duties by SYCR, the City, the Housing Authority and the

Successor Agency, respectively, agree to make available, in a prompt and business-like manner, all necessary available background data as may be necessary from time-to-time.

2. **Scope of Work:** SYCR, as an independent contractor and not as an agent of the City, the Housing Authority or the Successor Agency, shall provide the necessary personnel, facilities, equipment and materials (except as otherwise provided herein), to provide legal services as requested by the governing board, staff, and/or Contract Administrator on behalf of one or more of the City, the Housing Authority or the Successor Agency and agreed to be undertaken by SYCR, including, but not limited to, negotiations, document preparation, rendering legal opinions, litigation, finance or any other facet of the practice of law as it relates to an issue of concern to the City, the Housing Authority or the Successor Agency. SYCR is to attend meetings as directed by the Contract Administrator. The parties anticipate that attendance by SYCR will not be required at certain meetings in view of the regular attendance of the City Attorney who, as General Counsel to each of the City, the Housing Authority and the Successor Agency, will continue to regularly attend meetings of such entities. SYCR cannot engage in litigation adverse to the State of California in view of the current representation by certain attorneys at SYCR of certain State agencies.

3. **Period of Performance:** SYCR shall commence the performance under this Agreement as Special Counsel as of the date first herein set forth and shall continue thereafter unless terminated by the parties.

This Agreement supersedes and takes precedent over other, existing agreements between SYCR and one or more of the City, the Housing Authority and the Successor Agency concerning the provision of services.

4. **Type of Contract and Terms of Payment:** In connection with matters other than as described the in second paragraph of this Section 4, SYCR shall be entitled to a fixed hourly rate in connection with redevelopment matters not involving litigation or public finance as follows: (i) for the period commencing as of the Date of Agreement and continuing to June 30, 2016, \$260.00 per hour for Mark J. Huebsch and other shareholders of the firm, \$200 per hour for associates of the firm, and \$115 per hour for paralegals for services hereunder except to the extent other fees are otherwise expressly set forth below; (ii) for the period commencing July 1, 2016 and continuing until June 30 of the following calendar year, and for each such fiscal year (commencing July 1 and continuing until June 30 of the following calendar year), fees shall be increased by 2% on each anniversary date. In connection with litigation matters, hourly rates shall be \$325 per hour for shareholders of the firm,

\$260 per hour for associates of the firm, and \$125 per hour for paralegals for services hereunder except to the extent other fees are otherwise expressly set forth below; such fees shall also be subject to annual adjustment by 2% in the manner as generally described in the foregoing portion of this paragraph. In addition to the fees set forth in the preceding portion of this paragraph, SYCR shall be reimbursed for all expenses incurred and paid by SYCR, such as long distance telephone calls, telegrams, teletypes, reproduction of documents, word processing, travel at the request of the City, the Housing Authority or the Successor Agency, publishing or printing costs, court fees and other expenses which may be necessary in connection with the work to be undertaken. SYCR may decline to handle certain matters (which shall not effect a termination of this Agreement).

In connection with the issuance by the Successor Agency, the Housing Authority or the City of bonds or similar obligations, rates will be at the following hourly rates: \$450 for Mark J. Huebsch and \$495 for other shareholders of the firm, and \$650 per hour for Carol Lew, and \$275 to \$310 per hour for associates and \$125 per hour for paralegals; such fees shall be adjusted annually in the manner described in the preceding paragraph. Such amounts would be billed monthly and would not be contingent upon closing of a bond issue. Alternatively, where SYCR is engaged as bond counsel, the parties may agree to a separate arrangement which may take into account such factors as the complexity of the issue, the level of work and time that will be required, and whether the fee is contingent upon closing of a bond issue. In such cases, it is anticipated that charges would be consistent with fee schedules as from time to time established by SYCR; provided that SYCR will consult with the Successor Agency, the Housing Authority or the City, as applicable relative to such matters. In connection with conduit financings, the parties hereto may provide for other rates, by mutual agreement.

All rates as set forth herein are additionally subject to periodic adjustment upon notice by SYCR to the Contract Administrator.

It is understood and agreed that each of the City, the Housing Authority and the Successor Agency shall be responsible for services rendered to them or on their behalf by SYCR. Billings shall be made separately to the City, the Housing Authority and the Successor Agency to reflect the correct entity on behalf of which work is performed. Except to the extent otherwise set forth above, SYCR shall submit monthly billings to the Contract Administrator. The City, the Housing Authority and the Successor Agency shall pay billings within thirty (30) days after receipt of same.

5. **Extent of Performance:** In the performance of said Agreement, SYCR agrees to furnish labor required to accomplish the services set forth, supra, including a combination of legal consulting skills appropriate to this effort as well as any such related technical assistance services necessary for the same.

6. **Attorney's Fees:** The prevailing party in any arbitration or litigation arising out of or relating to our engagement, this agreement, any obligations created by this agreement, and/or the performance or failure to perform services (including, without limit, claims of breach of duty or professional negligence) shall be entitled to recover all attorneys' fees (including the value of time of attorneys in SYCR and/or the City Attorney at their normal billing rates), all experts' fees and expenses and all costs (whether or not such costs are recoverable pursuant to the California Code of Civil Procedure) as may be incurred in connection with either obtaining or collecting any relief to which that party may be entitled.

7. **Quality of Work:** SYCR further agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to high professional standards.

8. **Modification of Agreement:** This Agreement is subject to modification by mutual agreement as to scope and cost among all signatories hereto or their designees.

9. **Right of Termination:**

(a) This Agreement may be terminated by a party upon thirty (30) day written notice.

(b) In the event this Agreement is terminated by any party for any reason, SYCR shall be paid by the Successor Agency, the Housing Authority and/or the City (each of which shall be jointly and severally liable) for the reasonable value of services provided up to the date of notice of termination is given and there shall be no further liability; the Successor Agency shall be responsible for work performed for the Successor Agency.

10. **Contract Administration:** Contract Administrator for this Agreement on behalf of each of the City, the Housing Authority and the Successor Agency is the City Manager of the City (herein the "Contract Administrator"). The Successor Agency, the Housing Authority or the City

may, by written notification, change the Contract Administrator. SYCR will be responsible for specific performance coordinated with and at the direction of the designated Contract Administrator.

11. **Release of News Information:** No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Successor Agency, the Housing Authority or the City, each acting through the Contract Administrator.

12. **Confidentiality of Reports:** To the extent allowable by law, SYCR shall keep confidential all reports, information, and data given to, prepared or assembled by SYCR pursuant to SYCR's performance hereunder which the Successor Agency, the Housing Authority or the City designates as confidential. Such information shall not be made available to any person, firm, corporation, or entity without the prior written consent of the Successor Agency, the Housing Authority or the City first obtained.

13. **Hold Harmless and Indemnification:** SYCR hereby agrees to, and shall, hold the City, the Successor Agency, the Housing Authority and their elective and appointive boards, commissions, officers and employees harmless and agrees to indemnification from any liabilities, losses, costs, obligations, including reasonable attorney fees for damages or claims for personal injury, including death, as well as from claims for property damage which may arise from SYCR's operations under this Agreement, whether such operations be by SYCR or by any one or more persons directly or indirectly employed by or acting as agent for SYCR except to the extent such liabilities, losses, costs, and obligations are caused or contributed to by the Successor Agency, the Housing Authority or the City.

14. **Assignment:** SYCR shall not assign or transfer its interest in this Agreement without the written consent of the Housing Authority or the City and, as applicable, the Successor Agency.

15. **Compliance with Applicable Laws:** In performance of this Agreement, SYCR shall abide by and conform to any and all applicable laws of the United States and the State of California.

16. **Capacity as an Independent Contractor:** Performance of SYCR services pursuant to this Agreement shall be in the capacity of an independent contractor and not as an officer, agent or employee of the Successor Agency, the Housing Authority or the City.

17. **Employment of Other Counsel Specialist or Experts:** SYCR will not employ or otherwise incur an obligation to pay other counsel, specialist or experts for services in connection with this Agreement without prior approval of the City, the Successor Agency or the Housing Authority, respectively, or the Contract Administrator.

18. **Representations:** The parties hereto mentioned enter into this Agreement in consideration of the mutual recitals and other parts of this Agreement.

19. **Arbitration:** BY SIGNING THIS AGREEMENT, ALL PARTIES ARE AGREEING TO BINDING ARBITRATION OF DISPUTES, WHETHER AS TO FEES, QUALITY OF SERVICES RENDERED, OR OTHERWISE, ARISING HEREUNDER. ALL PARTIES ARE GIVING UP THE RIGHT TO A JURY OR COURT TRIAL, OR TO PROCEED UNDER THE ARBITRATION PROVISIONS OF THE STATE BAR ACT, CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 6200, *ET SEQ.*

20. **Notices:** All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

- | | |
|-----------------------|---|
| To City: | City of Ridgecrest
Attention: City Manager
100 W. California Avenue
Ridgecrest, California 93555-4054 |
| To Successor Agency: | City of Ridgecrest as Successor Agency
Attention: City Manager
100 W. California Avenue
Ridgecrest, California 93555-4054 |
| To Housing Authority: | Ridgecrest Housing Authority
Attention: Executive Director/City Manager
100 W. California Avenue
Ridgecrest, California 93555-4054 |
| To SYCR: | Stradling Yocca Carlson & Rauth
Attention: Mark J. Huebsch, Esq.
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660-6401 |

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first hereinabove written.

CITY OF RIDGECREST

By: _____
City Manager

CITY OF RIDGECREST AS SUCCESSOR
AGENCY TO THE RIDGECREST
REDEVELOPMENT AGENCY

By: _____
City Manager

RIDGECREST HOUSING AUTHORITY

By: _____
Executive Director

STRADLING YOCCA CARLSON & RAUTH, a
Professional Corporation

By: _____
Mark J. Huebsch

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

SUBJECT:

Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of August 3, 2016

PRESENTED BY:

Rachel J. Ford, City Clerk

SUMMARY:

Draft Minutes of the Regular City Council/Successor Redevelopment Agency/Housing Authority/Financing Authority Meeting of August 3, 2016

FISCAL IMPACT:

None

Reviewed by Finance Director:

ACTION REQUESTED:

Approve minutes

CITY MANAGER 'S RECOMMENDATION:

Action as requested: Approve Draft Minutes

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

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

**August 3, 2016
5:30 p.m.**

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

CALL TO ORDER – 5:30 p.m.

ROLL CALL

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

Council Absent: None

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

APPROVAL OF AGENDA

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

PUBLIC COMMENT (Closed Session)

- None Presented

CLOSED SESSION

GC54956.9(d)(4) Conference With Legal Counsel – Existing Litigation – City Of Ridgecrest v. Cohen

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

Closed Session *(continued)*

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

REGULAR SESSION – 6:00 p.m.

- Pledge Of Allegiance
- Invocation

CITY ATTORNEY REPORT

- Closed Session
 - Cohen case- report received – no action taken
 - Formation of GSA – no action taken
 - Litigation against SCE regarding power pole relocation – direction given to attorney to proceed as needed.
- Other
 - none

PUBLIC COMMENT *(Regular Session)*

Stan Rajtora

- Spoke on July 6 sewer fee increases, has requested updated copies of sewer fees and have not received them.
- July 20 suggested city contact Navy regarding sewer fees and city manager questioned the data and indicated City would do their own analysis. Requested status update and encouraged City to do the analysis
- July 20 requested city to perform new wastewater facility rate study and have not seen this request discussed at committee or council. Suggested bonding rates with a more reasonable interest rate over 39 years and again requested new rate study. Analysis without a new Prop 218 hearing unless the analysis numbers are reasonable.

Holly Vesser

- Spoke on behalf of Rose Garden and attempt to evict tenants. Claims eviction is illegal. Looking for direction on what the tenants can do to prevent being evicted. Requested agenda item to save the Rose Garden and prevent tenants from becoming homeless.
 - Wayne Lemieux – generally is an issue between property owner and tenant. Attorney can look to see if City laws are being violated.
 - Ron Strand – can assist in the search for county or state resources. Requested tenants meet with him.

Unknown Speaker

- Spoke as a tenant of the Rose Garden and related experiences with owners.
- Spoke on hardships living on social security and actions taken personally to find a place to live.
- Reviewed the process that has occurred to date, conversations with management, and conditions at the Rose Garden.
 - Peggy Breeden – City will review what type of actions we can take and encouraged tenants to meet with Chief of Police for assistance offered.

Ron Porter

- Spoke on where we are going in this country and the Council.
- Reviewed the difference between a Republic and a Democracy.
- Hope City will look at the individual needs and not mobocracy.

COUNCIL ANNOUNCEMENTS

Lori Acton

- OHV trails meeting August 11 in Ontario and will be attending. Encouraged public to speak with her.

CONSENT CALENDAR

1. Proposed Action To Approve A Resolution Awarding A Construction Contract To Downing Construction Inc. In The Amount Two Million Forty-Six Thousand Four Hundred Sixty-Six Dollars (\$2,046,466.00) For The Phase I Sewer System Rehabilitation Project And Authorize The City Manager, Dennis Speer, To Execute The Contract Speer
2. Proposed Action To Approve A Resolution Authorizing The City Manager To Sign The Notice Of Completion On The Kerr McGee Youth Sports Complex Concession/Restroom Project, Authorizing The City Clerk To File The Notice Of Completion And Authorizing The Release Of Retention In The Amount Of Eighteen Thousand Three Dollars And Seventy Four Cents (\$18,003.74) Thirty Five Days After The Recordation Of The Notice Of Completion Patin
3. Proposed Action To Approve Draft Minutes Of The City Of Ridgcrest City Council/Successor Redevelopment Agency/Financing Authority/Housing Authority Minutes Dated July 20, 2016 Ford

Consent Calendar *(continued)*

Items Pulled From Consent Calendar:

- Item Nos. 1, and 2

Motion To Approve Consent Calendar Item Nos. 3 Made By Council Member Mower, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.

Item No. 1 Discussion

Stan Rajtora

- Requested itemization of the street repaving cost versus sewer.
 - Loren Culp – information broken down in the bid documents and not available.
- Commented the wastewater fund is for the plant and sewer lines. Understand there are some which need to be replaced. Suggested repaving the street with wastewater money.
- Street has been failed for many years and sewer lines needs replaced. Have had 5-7 years to plan for other money to replace the road. Suggested need to do a better job to plan sewer line replacement to correspond with sewer line repair.
- Suggested finding a different source of funding for the road repaving.
 - Loren Culp – addressed the process of sewer line replacement and the amount of patch needed so staff felt it was prudent to overlay both sides of trench to make a complete street. Given the nature of extensive excavation and large patch with very little left on each side of the patch then felt it was in the best interest to overlay the entire street.
- Don't disagree with Mr. Culp statements, if this was a newer street and the sewer line needed replaced then would understand the use of wastewater funds. This is an older street that has been in a failed state for many years so feel there has been time to find other funding mechanisms.
 - Dennis Speer – spoke on the pavement management system which is a preventative program designed to preserve the roads in existence. Reviewed the current condition of this street which does not correspond with the pavement management system. For streets that are deteriorated we rely on programmed money that is a 3 year payout.
- Restated understands and reminded council they are bound to do what is best for both the wastewater fund and the road fund.

Ron Porter

- Agreed with Mr. Rajtora and suggested coordinating sewer with street repair however have concerns that the wastewater fund was set aside for a new plant, not for maintenance and replacement of the lines. Concerned city will continue to take from the people's pockets because the State is taking funds. In favor of using the fund for the new plant but not for the maintenance of the lines.

Jim Sanders

- Requested clarification of the fund and recommended looking at the issue at infrastructure committee.

Lori Acton

- Spoke on the most recent rate increase did include maintenance of the lines. Need to research the previous actions.

Dennis Speer

- Will research the original document which created the wastewater fund. If the sewer line fails we will be cited by LAHOTAN

Motion To Approve Consent Calendar Item No. 1 Made By Council Member Sanders, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.

Item No. 2 Discussion

Eddie Thomas

- Clarified the work is done and this payment is final.
- Inquired about the delays
 - Jason Patin – health department delays in signing off the construction
- Questioned if we are still planning a grand opening.
 - Jason Patin – anticipate a grand opening at the completion of the entire project and explained that the concession stand was slated for replacement thru TAB but with the old stand burning down had to replace it ahead of the scheduled improvements

Ron Porter

- Asked for the total cost of the restrooms.

Motion To Approve Consent Calendar Item No. 2 Made By Council Member Thomas, Second By Council Member Acton. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent.

DISCUSSION AND OTHER ACTION ITEMS

4. Nomination And Appointment To Planning Commission

Ford

Jim Sanders

- Nominated Wallace Martin to Planning Commission and reviewed his qualifications and experience.

Wallace Martin

- Accepted nomination and excited about working with the City

Minute Motion Confirming Nomination Of Wallace Martin To Planning Commission Made By Council Member Sanders, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

5. Discussion And Proposed Actions To Adopt A Resolution Approving A Joint Exercise Of Powers Agreement To Create The Indian Wells Valley Groundwater Authority, Authorizing The Mayor To Sign The Agreement, And Authorizing Payment Of The City Of Ridgecrest Portion Of Initial Capital Funding In The Amount Of Fifteen Thousand Dollars (\$15,000)

Lemieux

Wayne Lemieux

- Presented staff report

Donna Thomas

- Spoke on opinion of some eligible agencies determining the participation level of other eligible agencies and process taken by the Eastern Kern County Resource Conservation District to receive declaration by State Water Control recognition as an eligible public agency.
- Board has made determination they would prefer membership as associate members without voting rights and requested a separate MOU through the Board of Supervisors.
- Offered experience and grant writing capability which received no discussion by the Board of Supervisors. This is final presentation and request these documents be included as part of the record.
- Requested Council keep this provision of the legislation in mind when establishing the structure of the GSA.
- Feel all attempts to be included in the process have been exhausted.

Ron Porter

- Stated creating another entity that won't have the power to correct the problems they define.
- Asked who authorized the GSA and if there is a need for additional water to come into the valley, the GSA would not have the authority to get it.
- Commented on the cost which is mandated by the government and are supposed to pay for it if it is mandated.
- City is already short of funds, should we bind ourselves to pay more money.
- Asked about an opt-out clause for citizens who don't want to pay.
- Suggested this go back on the agenda for more discussion
- Asked which legislative body created the GSA
 - Wayne Lemieux – responded to the questions about formation of the GSA which has already had 4 members join. These members authorized the formation. If City chooses to not join the other agencies will continue to operate the GSA but without input from the City. Commented on the authorities of the GSA including studies and ability to levy pumping access fees to collect money to buy the imported water. What is suggested is logical, reviewed the possible process and difficulties in negotiating with Los Angeles
- Clarified current membership of 3 counties and local water district. The majority of the member's interest is less than the city's water district. This creates a problem with balance. The number of people dependent on the water in this valley is greater than the other 3 members. The people with the greatest interest will have the least amount of vote in the matters.

Jim Sanders

- Requested clarification of the voting powers.
 - Wayne Lemieux – anything significant has to be approved by 2 of the 3 listed members which include City of Ridgecrest, Water District, or Kern County.

Ron Porter

- Commented this is a State mandate which obligates the State to pay for it. Discussed with Wayne Lemieux

Peggy Breeden

- There is a board established and CIGMA told us that if we don't do it they will do it for us and would charge us what they feel is the fair price.
 - Wayne Lemieux – state is no longer threatening to do it for us. We have an option of joining a joint powers authority.

Ron Porter

- Questioned if the City Council will have discussions on the items that have significant importance. Are there provisions in the agreement to allow a waiting period on votes so the council can bring the item back to the people to hear comments?
 - Wayne Lemieux – this GSA falls under the Brown Act, same as Council.

Tom Wiknich

- Clarified agreement in the packet, if approved by Council is the correct agreement.
- Reviewed officers section requiring elected members of the governing bodies and confirmed understanding of ability to remove the board member and once they leave office they no longer represent this agency on the board.
 - Wayne Lemieux – clarified the language.
- Wanted to make sure when their term of office is over then their position on this board also terminates once a new elected member is selected.
- Questioned if the municipal code needs modification.
 - Wayne Lemieux – will amend the code once the details have been set.
- Commented on meeting with the State Water Board where it was stated that if we do not form one, they will form it and come here and assign to someone to do the job.

Dave Matthews

- Requested the name and expressed concern about the difference between an agency and an authority.
 - Wayne Lemieux – explained the state law wording. This is a GSA under SGMA.
- Referenced the State Water Resources Control Board as the agency which initiated this action. Should be resource management with intent to expand and protect rather than control.
- Referenced the total cost to run the GSA estimate of \$2 million. Questioned where the funds will come from.
 - Peggy Breeden – some funds received already to do the starting administration and ability to obtain grants as well as some agency funding.
- Emphasized the control board needs to implement transporting water cross country.

Stan Rajtora

- Believes City should consider associate membership and explained reasons including lack of ability to afford being a voting member with current budget problems, county complaints of absorbing the administrative costs, county should not be in charge of the financing or legal representation so this would become a county program. Do not believe citizens need another vote, county and water district covers all the Ridgecrest citizens. Water district has the greatest interest to protect and preserve the water supply. Citizens already paying thru the county and water district, so citizens don't need to pay a third time.
- Commented on associate members having their own MOU and will have all rights and privileges except for the ability to vote.
- Could join as a general member and drop down if there are problems or can join as an associate member from the beginning.
- Importance to this valley is critical but does not necessarily mean we have to be a voting member
- Need to support our economic growth and let the other agencies look out for our water interests (water district and county)
 - Peggy Breeden – the city has land use and sewer authority which gives the city options to develop things potentially.
- In favor of using wastewater in any way we can, could work this through an MOU rather than as a paying member. No question we need to put more effort into developing recycled water.
- So long as I trust the County and water district then do not see a need to take on additional financial burden as a general member.

Mrs. Meade

- Has disagreement with legal counsel and Mayor Breeden concerning when a representative of any of the agencies sit on the GSA they will not be there as a member of their original board. Once they assume the position is they are a member of an independent agency. Reviewed the water resource definition of independent GSA.
- Referenced discussion about voting when the issue is presented or being able to bring back to the board. Supposed to vote at the meeting as an independent and not represent your board.
 - Wayne Lemieux - Will take time for GSA to vote on items, there will be deliberations and during the course of these deliberations the City member will come back to the Council for discussions and input. If the GSA City representative does not support the desire of the Council then they can be replaced by another elected official. Provided example of similar boards.
- When a member sits on the board and has to make a decision of raising a fee for pumping, you are looking at applying the fee to yourself therefore you have to be considered an independent agency.
 - Wayne Lemieux - Exemplified senators who represent their district in Washington DC but also represent the entire state of California.

Mrs. Meade *(continued)*

- Restated opinion of how this GSA would act independent of the City Council.
 - Council – reassured that issues that are important, will bring these issues back to the Council. if any appointed member makes decision against the wishes of the Council then the Council can replace them at any time.
- Clarified attorney statements of giving a presentation and whether this was still going to happen.
 - Wayne Lemieux – agreement is presented and asking for public input prior to approving the agreement.
- Asked if each Council has read the GSA.

Derrick Hoffman

- Legal representative for Meadowbrook Farms and requests City reject this agreement based on the process excluding Independent Mutual Water Companies. Provided copy of concerns to Council
- Reviewed concerns outlined in the letter packet submitted to Council.
- Urged Council to reject and amend the agreement to include GSP Development Committee and include private pumpers.

Sophia Merck

- Expressed concerns about meaningful participation and believes many people of this community will be excluded. Supports Derrick Hoffman's suggested clause may be beneficial.

Dave Matthews

- Since authority is formed, what good comes of not joining? Are we going to challenge them?

Tom Wiknich

- Does not agree with Stan Rajtora's comments regarding being associate member rather than voting member. Compared statement of county representing us with the way the jail was closed.

Renee Westalusk

- Support Council voting for this, we deserve as much representation on the GSA board as possible and would be irresponsible if we don't step forward and represent us.

Chip Holloway

- Have tried to avoid getting involved in this issue, but as a former council member and hear an attorney talk about litigation that has lasted for years. Should be terrified and need to define responsibility.
 - Wayne Lemieux – explained this is more like a zoning condition rather than litigation. It is the hope that the GSA will negotiate conditions faster to avoid litigation. Spoke on adjudication.

Peggy Breeden

- Spoke on meaningful participation. Without meaningful participation is necessary to make this work. Everybody needs to participate and when you begin defining you inadvertently leave someone out. I want to see these mutual water companies and well owners participate. Everybody needs to participate. It will be tempting for someone to file a lawsuit, we will not encourage them but we will address it if it happens.

Lori Acton

- If we don't have a seat at the table we can't participate. We need to participate because we are elected to represent the public. Agree others should have a voice, but if we don't vote for this then we can't participate.

Jim Sanders

- Questioned who was in charge of financing and legal
 - Wayne Lemieux – explained administrative versus management cost. Seed money has been provided by County and members. Everybody will look at the plan and there will be hearings and discussions for administration costs and other costs. will be paid by different agencies and no one can be asked to pay more than they can afford.
- Questioned if we have a realistic estimate of how much we need to spend when this seed money is expended.
 - Peggy Breeden – estimates only, the plan once developed will address the costs.
 - Wayne Lemieux – JPA has to have meaningful participation before they can define the costs.
- Is concerning to not understand how to fit into our budgets. Worried about what the next payment will be and when.
 - Wayne Lemieux – you will be participating in the argument about the next payment and how much it will be.
- Biggest concern is in not knowing the direction the JPA will go. Will problem be defined first?
 - Peggy Breeden – all agencies believe the groundwater is dropping and the goal is to find ways to prevent it from dropping.
 - Wayne Lemieux – explained the plan has having different stages and reviewed these stages. Referenced Redondo Beach plan of de-salinization.
- Want to make sure we aren't heading into an organization that is looking for solutions before they fully know the problem.
 - Peggy Breeden – IWV Groundwater Management plan and research is available.

Jim Sanders *(continued)*

- Requested example of how police powers can be used in a GSA
 - Wayne Lemieux – the term means legislative powers. Ability to adopt rules and regulations/ordinances that can be enforced in the same was as the municipal code.

Eddie Thomas

- Questioned SGMA authority once the GSA is formed.
 - Wayne Lemieux – GSA will develop and enforceable plan to sustain the basin. If you aren't on the board of directors then you cannot vote on what they do, but do have to abide by what they adopt.
- Questioned amending the language regarding meaningful participation
 - Wayne Lemieux – explained the definition of meaningful participation and recommends leaving the agreement as written.

Mike Mower

- Do not feel we can afford to not participate.

Jim Sanders

- Is it correct in stating we cannot change the language?
 - Wayne Lemieux – yes because everyone else has approved it. Each agency had statements they would have done differently.
- Our opportunity to change language is to join first and then we can propose changing language. In favor of joining but have reservations about the language.

Motion To Approve A Resolution Authorizing A Joint Exercise Of Powers Agreement Creating The Indian Wells Valley Groundwater Authority Made By Council Member Acton, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

6. Proposed Action To Nominate And Appoint A Member Of The City Council As A General Member And An Alternate Member Of The Indian Wells Valley Groundwater Authority **Lemieux**

Wayne Lemieux

- Presented staff report

Lori Acton

- Nominated Peggy Breeden as General Member of the GSA

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

Item No. 6 *(continued)*

Motion To Approve Nomination Of Peggy Breeden As The General Member Of The Indian Wells Valley Groundwater Authority Made By Council Member Acton, Second By Council Member Mower. Motion Carried By Roll Call Vote Of 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

Eddie Thomas

- Nominated Jim Sanders as Alternate General Member of the GSA

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

Motion To Approve Nomination Of Jim Sanders As The Alternate General Member Of The Indian Wells Valley Groundwater Authority Made By Council Member Acton, Second By Council Member Thomas. Motion Carried By Roll Call Vote Of 5 5 Ayes (Mayor Breeden, Council Members Sanders, Acton, Thomas, And Mower); 0 Noes; 0 Abstain; And 0 Absent

COMMITTEE REPORTS

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

City Organization and Services Committee

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

Mike Mower

- Discussion of PUC intervening with providers for broadband

Infrastructure Committee

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

Mike Mower

- Discussed sewer line replacement
- Discussion of Walmart projected opening date change

❖ **Ad Hoc Water Conservation Committee**

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

Jim Sanders

- Questioned progress with Peter Brown

Parks, Recreation, and Quality of Life Committee

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

- No report

❖ **Ad Hoc Youth Advisory Council**

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

- No report

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

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

- No report

Ridgecrest Area Convention And Visitors Bureau (RACVB)

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

Lori Acton

- Read RACVB Directors report

OTHER COMMITTEES, BOARDS, OR COMMISSIONS

Lori Acton

- BLM meeting for green sticker, OHV. Doubletree hotel, Ontario, august 11. Encouraged public to attend and add their voice to keep the funding in the dedicated fund and not give to state parks department. Spoke on the organized events that support this community.
- Erskine fire burned a portion of our forest and wilderness area.

Other Committees, Boards, or Commissions *(continued)*

Peggy Breeden

- Attended Kern COG and provided information on bike paths. Requested infrastructure committee to follow up.
- Proposed an inter-governmental proposals for funding opportunities. Would like to see an event where businesses get together to show new base employees what if available.
- Next GSA meeting is August 18 at 10:00 am in Council Chambers.

CITY MANAGER REPORT

Dennis Speer

- Follow-up on bike path, Kern COG has obtained consultant for those who don't have adopted bike path plans. Will include one workshop in Ridgecrest for input to help develop a bike path plan. An adopted bike plan entitles us to apply for state funding.
- Kern COG conducting CMAQ workshop to explain successful application process.
- Have begun outreach to provide information to organizations regarding sales tax measure.
- Commented on previous discussion with the Navy for funding opportunities.

MAYOR AND COUNCIL COMMENTS

Jim Sanders

- none

Lori Acton

- Requested follow-up on OHV trails plan with County.
- Police academy starts tomorrow and school is starting next Tuesday.

Peggy Breeden

- Requested goals adopted by previous council are provided to council members for review.
 - Dennis Speer – explained current projects and will try to get the information compiled to Council by end of month.
- Finance committee meeting is next Wednesday, would like the committee to look at the current workload of the city manager/director of public works/community development director.
- Requested discussion on the idea of annexation to Hwy 395 and put the casino in that location. Outlined the idea and wants to examine it with BLM and LAFCO. Need to look at the impacts to the casino. Look at other things to develop the business park that don't have as great an impact on the schools and church's

Jim Sanders

- Suggested Casino and Annexation discussion at the next meeting. Discussion of the general will of the council.

Eddie Thomas

- Thanked Chief and staff for stepping up to offer what they can to assist the Rose Garden tenants make the contacts that need and keep them from being on the streets.

Mike Mower

- Nicer attending the meeting in person rather than on phone. Daughter thought it was strange to post the agenda on her door in Nebraska. Every place visited was cooler than Ridgecrest

ADJOURNMENT at 9:02 p.m.

Rachel J. Ford, CMC
City Clerk

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

SUBJECT:

Discussion Of The Feasibility For Funding Support Staff for the City Manager or Filling The Director Of Public Works Position

PRESENTED BY:

Mike Mower – Council Member

SUMMARY:

At the meeting of the Ad Hoc Finance Committee held on August 10, 2016, committee members requested a discussion item pertaining to the current operational structure of the City Manager and Director of Public Works.

This is presented as an opportunity for full council input regarding the feasibility for funding Support Staff for the City Manager or Filling The Director Of Public Works Position.

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FISCAL IMPACT:

None

Reviewed by Finance Director

ACTION REQUESTED:

Discussion Item only

CITY MANAGER / EXECUTIVE DIRECTOR RECOMMENDATION:

Action as requested:

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