

ORDINANCE NO. 01-08

**AN ORDINANCE OF THE RIDGECREST CITY COUNCIL
AMENDING THE EXISTING AGREEMENT BETWEEN THE
CITY OF RIDGECREST AND BENZ SANITATION FOR
REFUSE COLLECTION AND DISPOSAL**

BE IT ORDAINED BY THE RIDGECREST CITY COUNCIL as follows:

SECTION 1. PURPOSE

This ordinance amends the Franchise Agreement granted to Benz Sanitation Company dated November 28, 1995 and titled AMENDMENT AND EXTENSION TO THE EXISTING REFUSE COLLECTION AGREEMENT to Benz Sanitation Company to change the termination date as well as making certain other minor changes.

SECTION 2. AMENDMENT

Section 3 of Ordinance No. 95-08 is hereby rescinded

SECTION 3. GRANT OF FRANCHISE

The existing Franchise Agreement granted Benz Sanitation Company is hereby amended as set forth as shown on exhibit "A" attached hereto and hereby incorporated by this reference.

APPROVED AND ADOPTED THIS 6th day of June 2001 **by the following vote:**

AYES: Mayor Darnell, Council Members Holloway, Morgan and Rollins

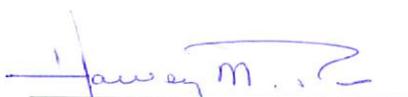
NOES: None

ABSTAIN: None

ABSENT: Council Member Carter


Donna Darnell, Mayor

ATTEST:


Harvey M. Rose
City Clerk

AMENDMENT AND EXTENSION TO THE EXISTING REFUSE COLLECTION AND DISPOSAL AGREEMENT

The agreement executed on the 28th day of November 1995, between Benz Sanitation (hereinafter Benz) and the City of Ridgecrest, a municipal corporation in the State of California, (hereinafter City), is amended as follows:

WHEREAS, Benz has provided service to the community under this franchise since September 3, 1981; and

WHEREAS, it is to the mutual benefit of the City and Benz to extend the existing franchise at this time to facilitate Benz's financing of required capital improvements:

NOW, the parties mutually agree and contract as follows:

Section 1. Section 2 of the agreement is hereby amended to read:

Section 2. The term of this agreement shall be from December 31, 2000 to December 31, 2010. Provided, however, that upon the termination of each twelve month period, the term of this Agreement shall automatically be extended for an additional twelve months (the "Automate Renewal") so that, upon each anniversary date of this Agreement, the term shall always be ten years. Provided further, however, that either party may terminate the Automatic Renewal by giving at least 30 days prior written notice to the other party of such termination, and thereafter, the Automatic Renewal shall terminate and the Agreement shall terminate on the expiration of the remaining term of the Agreement. The parties agree that nothing herein shall modify City's right to terminate this Agreement pursuant to Paragraph 5 (a), (b), and (c)."

Except as herein provided the agreement previously executed on the 28th day of November, 1995 is hereby reaffirmed.

IN WITNESS WHEREOF, this Agreement is hereby executed.

CITY OF RIDGECREST BENZ SANITATION

By: Donna Darnell
Donna Darnell, Mayor

Date: 6/8/01

By: [Signature]

Date: 6-8-01