

RESOLUTION NO. 441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA, APPOINTING ENGINEER OF WORK AND AUTHORIZING EXECUTION OF AGREEMENT IN CONNECTION WITH CERRO COSO ASSESSMENT DISTRICT, CITY OF RIDGECREST, KERN COUNTY, CALIFORNIA

Assessment District No. 4

BE IT RESOLVED by the City Council of the City of Ridgecrest, Kern County, California, that FRAPWELL AND GHEZZI, ARCHITECTS A.I.A., be and they are hereby appointed as Engineer of Work for the doing of all necessary engineering work and exercising all of the engineering functions provided for under the provisions of the Municipal Improvement Act of 1913 in connection with the improvements and acquisitions to be made in proposed Cerro Coso Assessment District, City of Ridgecrest, Kern County, California; and

BE IT FURTHER RESOLVED that the employment of the said FRAPWELL AND GHEZZI shall be as provided in the attached agreement; and

BE IT FURTHER RESOLVED that the Mayor of the City of Ridgecrest be authorized to sign, and the City Clerk thereof be authorized to attest, that certain agreement employing the said FRAPWELL AND GHEZZI as Engineer of Work for said assessment district.

APPROVED AND ADOPTED THIS 1st DAY OF February, 1973 by the following vote:

- AYES: Mayor Smith, Councilmen ~~Fox, Shacklett, and Wilson.~~
- NOES: None
- ABSENT: Councilman Mettenburg.

and regularly passed by the City Council of the City of Ridgecrest at a regular meeting thereof held 2-1-1973

*James R. Heck*  
Clerk of the City of Ridgecrest

*Kenneth M. Smith*

KENNETH M. SMITH, Mayor

ATTEST:

*James R. Heck*  
JAMES R. HECK, City Clerk



ORIGINAL

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of February, 1973, by and between the CITY OF RIDGECREST, a municipal corporation of the State of California, hereinafter called First Party, and FRAPWELL AND GHEZZI, ARCHITECTS A.I.A., a partnership, hereinafter called Second Party.

W I T N E S S E T H:

That for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. First Party proposes to initiate special assessment proceedings for the improvements and acquisitions in Cerro Coso Assessment District, City of Ridgecrest, Kern County, California.

2. First Party employs Second Party as Engineer of Work for the doing of all necessary work and exercising all engineering functions provided for by the provisions of the Municipal Improvement Act of 1913 in connection with the said improvements and acquisitions to be made in said district. Said services shall include the following:

- a. Doing of all necessary engineering work and exercising of all engineering functions provided for under the provisions of the Municipal Improvement Act of 1913;
- b. Preparation and furnishing of all surveys, original drawings, maps and blueprints, plans and specifications, preparation of assessment roll, assessment diagram, and any and all other services which may be required under the provisions of the said Municipal Improvement Act of 1913;
- c. Supervision and direction of all engineering work required to be taken by First Party or its officers, agents or employees, in connection with said improvements. Said duties

shall include furnishing, on or before the date fixed for filing of the Engineer's Report, a list of the names and addresses of all property owners within the boundaries of the district as shown on the last equalized roll for taxes or as known to the Engineer. Said list shall include coordination of the name and address with the assessment and diagram number, and the proper description of the property or the County Assessor's parcel number of each lot, piece, or parcel of land shown on the assessment diagram, when appropriate.

- d. Rendition of general consultation and advice to First Party, its officers, agents, or employees with respect to the planning, preparation and handling of all engineering phases of the aforesaid proceedings;
- e. Attendance at such conferences and public meetings with First Party as may be reasonably necessary to perform this contract of employment.

3. Second Party shall receive compensation for the above services as follows:

The sum of \$ 75,835.16.

The above amount shall be paid by First Party out of the proceeds of assessments levied and bonds to be issued in said proceedings.

4. In the event said proceedings are not carried through to conclusion, or shall be abandoned, then Second Party shall receive nothing.

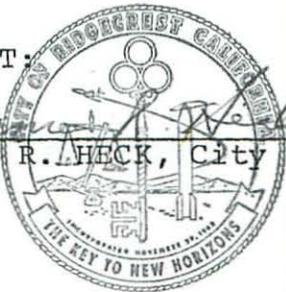
IN WITNESS WHEREOF, the parties have hereunto subscribed their names, First Party by its Mayor, attested by its City Clerk the day and year in this agreement first above written.

CITY OF RIDGECREST, a municipal corporation of the State of California

By *Renneth M. Smith*  
MAYOR

ATTEST:

*James R. Heck*  
JAMES R. HECK, City Clerk



"First Party"

FRAPWELL AND GHEZZI, ARCHITECTS A.I.A. ,  
a partnership

By *C. Robert Frapwell*

"Second Party"