

RESOLUTION NO. 74-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA, AUTHORIZING EXECUTION OF AGREEMENT WITH THE INDIAN WELLS VALLEY COUNTY WATER DISTRICT IN CONNECTION WITH CERRO COSO ASSESSMENT DISTRICT, CITY OF RIDGECREST, KERN COUNTY, CALIFORNIA.

BE IT 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 between the INDIAN WELLS VALLEY COUNTY WATER DISTRICT and the City of Ridgecrest, Kern County, California, dated this 4th day of April, 1974.

APPROVED AND ADOPTED THIS 4th DAY OF April, 1974 by the following vote;

AYES: Mayor Shacklett, Councilmen Edwards, Mettenburg, and Wilson, Councilwoman Green.

NOES: None

ABSENT: None

  
\_\_\_\_\_  
REX E. SHACKLETT, Mayor

ATTEST:

  
\_\_\_\_\_  
George N. Weiner, Acting City Clerk



ORIGINAL

A G R E E M E N T

THIS AGREEMENT, dated this 4th day of April, 1974, by and between the City of Ridgecrest, a municipal corporation of the State of California, hereinafter called "CITY", and the INDIAN WELLS VALLEY COUNTY WATER DISTRICT, a public corporation of the State of California, hereinafter called "DISTRICT", is predicated upon the following:

R E C I T A L S:

A. On February 1, 1973, the City adopted a Resolution of Intention, for the construction of certain public improvements and the acquisition of necessary interests in real property in Assessment District No. 4, City of Ridgecrest, Kern County, California, pursuant to the provisions of the Municipal Improvement Act of 1913. Said improvements include portions of a system of water distribution to be owned, managed and controlled by the District.

B. The District, in cooperation with representatives of the Kern County Community College District, has undertaken certain preliminary engineering design work of water distribution facilities for said improvement district and the District has entered into an Agreement with said College District to immediately commence the construction and installation of said system.

C. The parties desire to enter into a formal Agreement at this time in order to facilitate the ordering by District of certain pipe and appurtenances required for said construction and

installation of said system.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. City agrees that in the assessment district proceedings for Assessment District No. 4, it will provide the sum of \$350,878.00 for acquisition of the use and capacity of backup facilities of the District and for payment to District to cover the estimated costs and expenses of District for the purchase by the District of materials and for the construction of said water distribution system and District's charges for engineering and inspection.

2. District agrees that it will furnish and install the following materials for the estimated amount set forth in Section 1 hereof:

- a. 8" Main from Well to Zone 2 Booster, 10,900 at \$5.30/ft. (furnish and install complete).
- b. Booster Pump for Zone 2, Estimated 40 H.P., including electrical and controls, and installation at \$150 per H.P.
- c. Foundations, Plant Piping, Valving and Surge Tank, building and fencing for Item b.
- d. 8" Main from Zone 2 Booster to College Zone Booster, 10,600' at \$5.30/ft. (furnish and install complete).
- e. Booster Pump for College Zone, estimated 66 H.P., including Electrical and Controls and Installation at \$150 per H.P.

- f. Foundations, Plant Piping, Valving and Surge Tank, building and fencing for Item e.
  - g. 8" Main from College Zone Booster to College Meter 7600' of 8" Main, Class 200 at \$6.00/ft. (furnish and install complete).
  - h. 14" Main from Meter to Storage Tank, 2000'± of 14" at \$10.00/ft.
  - i. 600,000 gallon Storage Tank at \$.10/gal.
  - j. Grading of Storage Tank Site and Landscaping, etc.
3. Upon the recording of the assessment roll and the assessment diagram with the Superintendent of Streets of the City, City shall become obligated to pay the aforesaid sum of \$350,878.00 to District provided that City may defer said payment for a period not to exceed 90 days from the effective date of this Agreement to permit said funds to be made available directly from the Improvement Fund for Assessment District No. 4.

4. The water distribution facilities to be installed in said improvement district shall be as detailed on plans prepared by District.

5. The District shall not be liable for delays in delivery of materials resulting from labor disturbances or from causes beyond its control including without limitation delays caused by the District's suppliers, acts of God, wars, civil disturbances, or riots.

6. It is expressly understood that the sum to be paid by City to District as hereinabove provided is an estimate only. If the District's actual expenses are less than the amount of said

estimate, such difference will be refunded to City. If the District's actual expenses exceed said estimate, the City will pay the amount of such excess to District on demand.

7. City will grant to District such exclusive and permanent easements as may be required by District beyond the rights-of-way of public streets. Said easements shall be in a form satisfactory to District and shall cover, among other things, the operation, maintenance, repair and replacement of water pipelines and appurtenances thereto.

8. After said improvements have been completely constructed and accepted, title to said water distribution facilities shall vest in District. District agrees that it will accept said facilities and thereafter use, operate, maintain and manage said facilities as part of the District system.

9. The water service rendered by District through the facilities herein referred to shall be in accordance with the District's rules established and in effect from time to time. Any reimbursements payable under District rules shall be paid by District to City for such disposition as City may deem proper.

10. This Agreement shall become effective as of the date of recordation set forth in Section 3 hereof.

11. It is understood by the parties hereto that the proceeds of this Agreement, or a portion thereof may be assigned by the District, to the Kern County Community College District to cover funds advanced to the District for the work contemplated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers on the date first above written.

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

By Rex E. MacArthur  
Mayor

ATTEST:

By George N. Weimer  
Acting City Clerk  
George N. Weimer

"CITY"

INDIAN WELLS VALLEY COUNTY WATER DISTRICT, a public corporation of the State of California

By \_\_\_\_\_  
President, Board of Directors

ATTEST:

By \_\_\_\_\_  
Secretary

"DISTRICT"