

AGENDA

TEHACHAPI CITY COUNCIL REGULAR MEETING, TEHACHAPI REDEVELOPMENT AGENCY REGULAR MEETING, TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING

**Beekay Theatre
110 South Green Street
Monday, February 7, 2011 - 6:00 P.M.**

Persons desiring disability-related accommodations should contact the City Clerk no later than ten days prior to the need for the accommodation. A copy of any writing that is a public record relating to an open session of this meeting is available at City Hall, 115 South Robinson Street, Tehachapi, California.

CALL TO ORDER

ROLL CALL

PLEDGE TO FLAG

INVOCATION

Participation in the invocation is strictly voluntary. Each City Councilmember, city employee, and each person in attendance may participate or not participate as he or she chooses.

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

All items listed with an asterisk (*) are considered to be routine and non-controversial by city staff. Consent items will be considered first and may be approved by one motion if no member of the council or audience wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in listed sequence with an opportunity for any member of the public to address the city council concerning the item before action is taken. Staff recommendations are shown in caps. Please turn all cellular phones off during the meeting.

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

The City Council welcomes public comments on any items within the subject matter jurisdiction of the Council. We respectfully request that this public forum be utilized in a positive and constructive manner. Persons addressing the Council should first state their name and area of residence, the matter of City business to be discussed, and the organization or persons represented, if any. To ensure accuracy in the minutes, please fill out a speaker's card at the podium. Comments directed to an item on the agenda should be made at the time the item is called for discussion by the Mayor. Questions on non-agenda items directed to the Council or staff should be first submitted to the City Clerk in written form no later than 12:00 p.m. on the Wednesday preceding the Council meeting, otherwise response to the question may be carried over to the next City Council meeting. No action can be taken by the Council on matters not listed on the agenda except in certain specified circumstances. The Council reserves the right to limit the speaking time of individual speakers and the time allotted for public presentations.

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, FEBRUARY 7, 2011 - 6:00 P.M. - PG. 2**

1. General public comments regarding matters not listed as an agenda item.

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 04-11
Tehachapi City Council Unassigned Ord. No. 11-05-707
Tehachapi Redevelopment Agency Unassigned Res. No. 01-11
Tehachapi Public Financing Authority Unassigned Res. No. 01-11

- *2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Authority regular meeting on 01/18/2011- **APPROVE AND FILE**
4. Due to the expiration of term of Board Member Brian Wendell from the Tehachapi Valley Recreation and Parks District Board (TVRPD), Council has an opportunity to appoint one member to the Board. Applications were received from Steven Christopher Vogel, Laura Jenkins, Nick Cyr, Amy Wilson and Linda Hollinsworth - **APPOINT ONE MEMBER TO THE TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT TO FILL THE TERM ENDING FEBRUARY 3, 2015**

FINANCE DIRECTOR REPORTS

- *5. Disbursements, bills, and claims for 1/11/2011 – 2/1/2011 – **AUTHORIZE PAYMENTS**
- *6. Treasurer's report through 12/31/2010 – **RECEIVE AND FILE**
- *7. California Government Code Section 53646(a) requires council members to review and approve the Investment Policy each year – **ADOPT RESOLUTION ADOPTING AN INVESTMENT POLICY AND REPEALING RESOLUTION NO. 38-09**

AIRPORT MANAGER REPORTS

- *8. Noncommercial Hangar Ground Lease Agreement for Suite 13W between the City of Tehachapi and James S. and Barbara J. Wilhelm – **APPROVE AGREEMENT BETWEEN CITY OF TEHACHAPI AND JAMES S. AND BARBARA J. WILHELM**

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

On their own initiative, a Councilmember may ask a question for clarification, make a brief announcement, provide a reference to staff or other resources for factual information, take action to have staff place a matter of business on a future agenda, request staff to report back at a subsequent meeting concerning any matter, or make a brief report on his or her own activities. (Per Gov't. Code §54954.2(a))

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, FEBRUARY 7, 2011 - 6:00 P.M. - PG. 3**

CLOSED SESSION

1. Conference with legal counsel regarding claim filed by Paul Schaetzel per Government Code Section 54956.9(b).
2. Conference with legal counsel re Tehachapi Funding et al v. City of Tehachapi per Government Code Section 54956.9(a).

ADJOURNMENT

MINUTES

TEHACHAPI CITY COUNCIL REGULAR MEETING, TEHACHAPI REDEVELOPMENT AGENCY REGULAR MEETING, TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING

BeeKay Theatre
110 South Green Street

Tuesday, January 18, 2011 – 6:00 P.M.

NOTE: Sm, Ve, Gr, Re and Wi are abbreviations for Council Members Smith, Vernon, Grimes Reed and Wiggins, respectively. For example, Gr/Sm denotes Council Member Grimes made the motion and Council Member Smith seconded it. The abbreviation Ab means absent, Abd abstained, Ns noes, and NAT no action taken.

ACTION TAKEN

CALL TO ORDER

Meeting called to order by Mayor Pro-Tem Smith at 6:00 p.m.

ROLL CALL

Roll call by City Clerk Denise Jones.

Present: Mayor Pro-Tem Smith, Councilmembers Vernon, Reed, & Wiggins

Absent: Mayor Grimes

PLEDGE TO THE FLAG

Led by Councilmember Vernon

CONSENT AGENDA

Approved consent agenda.

Approved Consent Agenda
Ve/Re Motion Carried
Ab: Gr

AUDIENCE ORAL COMMUNICATIONS

1. General public comments regarding matters not listed as an agenda item were received from:
 - a. Shannon Turner, county resident, spoke against Wal-Mart and city appeal fee.
 - b. William Nelson spoke regarding Wal-Mart.
 - c. Socorro Schmidt, city resident, offended by situation outside of building at last Planning Commission meeting and asked City to take steps to prevent this from happening again.

- d. Craig Britton, city business owner, asked when next Planning Commission meeting will be held.
- e. Ken Hetge, city business owner, asked questions regarding statements made by Councilmember Reed at council meeting held on December 20, 2010.
- f. Members of TCT announced next production and asked councilmember to attend play and invited public to attend as well.
- g. Carl Gehricke, asked about RDA funds going back to state.
- h. Stan Beckham, city resident, made remarks regarding Councilmember Reed's statements at December 20, 2010, council meeting.
- i. Ted Kitzmiller, city business owner, asked about Wal-Mart decision process.
- j. Ray Bilger, city resident, presented Wal-Mart dvd for council to review and asked for appeal fee to be waived and Wal-Mart decision to be put to a vote by the people.
- k. Christopher Zane, city resident, asked for appeal fee, in regards to Wal-Mart, to be waived.
- l. Pierre Hartman asked questions relating to Councilmember Reed's statements and requests at December 20, 2010, city council meeting.
- m. Michelle Vance, Main Street, spoke regarding state taking back RDA funds from local governments.

CITY CLERK REPORTS

- *2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**
- *3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on December 20, 2010 - **APPROVED AND FILED.**

All Ord. Read By Title Only
 Ve/Re Motion Carried
 Ab: Gr

Approved & Filed
 Ve/Re Motion Carried
 Ab: Gr

FINANCE DIRECTOR REPORTS

- *4. Disbursements, bills, and claims for 12/16/2010 – 1/11/2011 – **AUTHORIZED PAYMENTS.**
- *5. The city applies and receives a Federal Transit Administration (FTA) Section 5311 Grant annually for the Dial-A-Ride transit operation through California Department of Transportation (Caltrans). To apply for the grant the city is required to adopt a resolution authorizing the City Manager to file and execute applications, execute and fill all certification of assurances and other documents required by Caltrans, provide additional information, and submit and

Authorized Payments
 Ve/Re Motion Carried
 Ab: Gr

Adopted Res. 01-11
 Authorizing The Federal
 Funding Under FTA Section
 5311 (49 U.S.C. Section
 5311) With California
 Department Of
 Transportation
 Ve/Re Motion Carried
 Ab: Gr

approve request for reimbursement of funds – **ADOPTED RESOLUTION 01-11 AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION.**

UTILITY MANAGER REPORTS

6. In pursuing funding for the Waste Water Treatment Plant Upgrade and Improvements Project staff has to complete the State Revolving Fund Program Loan Documentation Package which includes a dedicated source of revenue resolution stating that the net revenues used for any repayment of funds from the SRF Program shall remain in effect for the duration of the project – **UTILITY MANAGER JON CURRY GAVE REPORT; KEN HETGE ASKED ABOUT DATE OF LETTER AND ABOUT SEWER WATER CONTAMINATION AT AIRPORT; WILLIAM NELSON, CITY RESIDENT, ASKED ABOUT RECLAIMED WATER USES AND ABOUT NUMBER OF WATER CONNECTIONS; STAN BECKHAM, CITY RESIDENT, SPOKE ABOUT MEASURE E; CARL GEHRICKE ASKED HOW RECLAIMED WATER WOULD GET FROM TREATMENT PLANT TO PARKS; COUNCILMEMBER SMITH SPOKE ABOUT HISTORY OF TREATED WATER IN TEHACHAPI; COUNCILMEMBER VERNON EXPRESSED HER APPRECIATION FOR THOUGHTFUL QUESTIONS BY AUDIENCE, COUNCILMEMBER SMITH'S KNOWLEDGE OF THE HISTORY OF ISSUE, AND JON CURRY'S EXPERTISE AND PATIENCE; APPROVED DEDICATED SOURCE OF REVENUE RESOLUTION 02-11 AND DIRECTED STAFF TO SUBMIT TO THE SWRCB.**

Approved Dedicated Source Of Revenue Res. 02-11 & Directed Staff To Submit To The SWRCB
Ve/Wi Motion Carried
Ab: Gr

7. The Waste Water Treatment Plant Upgrade and Improvements Project has reached the point of the bidding process. Once the bid process is complete, the bids would be reviewed by the State Water Resources Control Board (SWRCB) and the appropriate funding would then be administered by the SWRCB State Revolving Fund (SRF) Program – **UTILITY MANAGER JON CURRY GAVE REPORT; COUNCILMEMBER WIGGINS EXPRESSED HER APPRECIATION TO STAFF FOR THEIR HARD WORK ON THIS PROJECT; DIRECTED STAFF TO EXECUTE THE BIDDING PROCESS FOR THE WWTP UPGRADE AND IMPROVEMENT PROJECT.**

Directed Staff To Execute The Bidding Process For The WWTP Upgrade & Improvement Project
Wi/Ve Motion Carried
Ab: Gr

COMMUNITY DEVELOPMENT MANAGER REPORTS

8. On December 6, 2010, Ordinance No. 10-03-705 regarding amendments to the Sign Ordinance regarding signage located outside of the Downtown was introduced. This ordinance addresses signage both located within the Downtown Business District and the

Ord. 10-03-705 Amending Chapters 18.83, 18.84 & 18.04 Of The Tehachapi Municipal Code & Ord. Nos. 572, 610, & 667 Relating To Signs

ACTION TAKEN

areas within the City limits located outside of the Downtown–
COMMUNITY DEVELOPMENT DIRECTOR DAVID JAMES GAVE REPORT; KEN HETGE, CITY BUSINESS OWNER, ASKED ABOUT EXEMPTION FOR MAIN STREET AND COMMENTED ON TEAM TEHACHAPI; WILLIAM NELSON SPOKE ABOUT MAIN STREET SIGNS AND BANNERS; CRAIG BRITTON, CITY RESIDENT, EXPRESSED CONCERNS ABOUT RELAXING SIGN RESTRICTIONS; CARL GEHRICKE ASKED FOR CLARIFICATION ABOUT BANNER RESTRICTIONS; ADOPTED ORDINANCE 10-03-705 AMENDING CHAPTERS 18.83, 18.84 AND 18.04 OF THE TEHACHAPI MUNICIPAL CODE AND ORDINANCE NOS. 572, 610, AND 667 RELATING TO SIGNS

Ve/Wi Motion Carried
Ab: Gr

CAPITAL PROJECTS REPORTS

9. The City entered into a contract with Bowman Asphalt, Inc., for the Mill and H Street Rehabilitation Project. All contract items have been successfully completed and a Notice of Completion must be filed in order to close the contract – **CAPITAL PROJECTS MANAGER CHRIS KIRK GAVE REPORT; APPROVED THE NOTICE OF COMPLETION FOR THE MILL AND H STREET REHABILITATION PROJECT AND DIRECT STAFF TO RECORD SAME**

Approved The Notice Of
Completion For The Mill & H
Street Rehabilitation Project
& Direct Staff To Record
Same
Ve/Re Motion Carried
Ab: Gr

10. Staff has been successful in previous years in obtaining new hybrid or electric vehicles through the Motor Vehicle Emission Reduction Program (MVERP) grant administered by the East Kern Airport Pollution Control District (EKAPCD). At this time another cycle of funding is available to replace an older gasoline powered vehicle with a new hybrid or electric model – **CAPITAL PROJECTS MANAGER CHRIS KIRK GAVE REPORT; COUNCILMEMBER WIGGINS RECUSED HERSELF DUE TO A CONFLICT OF INTEREST AND STEP DOWN FROM THE DAIS, SHE IS EMPLOYED BY THE AMERICAN LUNG ASSOCIATION AS A GRANT WRITER AND THEY ARE COMPETING FOR THE SAME GRANT; COUNCILMEMBER VERNON EXPRESSED HER APPRECIATION TO STAFF FOR EFFORTS ON GRANTS; ADOPTED RESOLUTION 03-11 AUTHORIZING CITY MANAGER, OR HIS DESIGNEE, TO SUBMIT A PROPOSAL TO THE EASTERN KERN AIR POLLUTION CONTROL DISTRICT FOR A GRANT UNDER THE 2011 MOTOR VEHICLE EMISSION REDUCTION PROGRAM**

Adopted Res. 03-11
Authorizing City Manager,
Or His Designee, To Submit
A Proposal To The Eastern
Kern Air Pollution Control
District For A Grant Under
The 2011 Motor Vehicle
Emission Reduction
Program
Ve/Re Motion Carried
Ab: Gr

COUNCILMEMBER WIGGINS RETURNED TO HER SEAT AT THE DAIS.

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. None received.

CLOSED SESSION

1. Approval of closed session minutes of December 20, 2010.

Approved Minutes
Ve/Re Motion Carried
Ab: Gr

ADJOURNMENT

The City Council/Boards adjourned at 7:35 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, February 7, 2011, at 6:00p.m.

DENISE JONES
City Clerk, City of Tehachapi

Approved this 7th day
Of February, 2011.

ED GRIMES
Mayor, City of Tehachapi

COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: FEBRUARY 7, 2011

APPROVED
DIRECTOR/DEPARTMENT HEAD: _____
CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

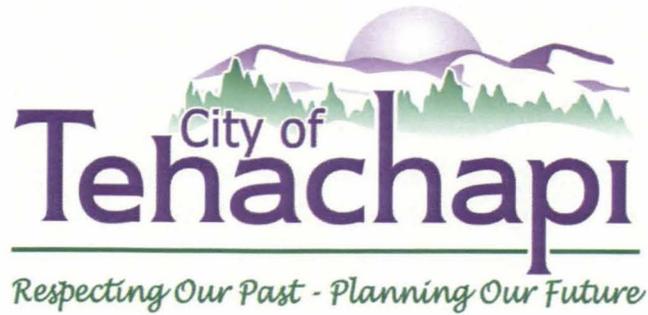
FROM: JULIE DRIMAKIS, DEPUTY CITY CLERK *JD*

DATE: FEBRUARY 3, 2011

SUBJECT: TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT BOARD APPOINTMENT

The Tehachapi City Council will appoint one member to the Tehachapi Valley Recreation and Parks District Board (TVRPD) to fill the vacancy created by Board Member Brian Wendell's expiration of term. This appointment will fill a four year term which is to expire on February 3, 2015.

The City Clerk's office received applications from five applicants, Steven Christopher Vogel, Laura Jenkins, Nick Cyr, Amy Wilson and Linda Hollinsworth.



APPOINTMENT TO
TEHACHAPI VALLEY RECREATION & PARKS DISTRICT BOARD

The Tehachapi City Council is seeking persons to consider for appointment to the Board of Directors of the Tehachapi Valley Recreation and Parks District. The term expires on February 3, 2015.

Interested persons must reside within the City limits. Applications may be obtained at City Hall, 115 South Robinson Street, (661) 822-2200, or by downloading the application at www.tehachapicityhall.com. Applications must be returned to the City Clerk by Tuesday, February 1, 2011, at 5:30 p.m. The City Council will consider the applications during the Tehachapi City Council meeting to be held on Monday, February 7, 2011, at 6:00 p.m.



RECEIVED
JAN 19 2011
CITY OF TEHACHAPI

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY
City Resident: Yes No

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCIL MEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

Submit Application To: **City Clerk's Office
115 South Robinson Street
Tehachapi, CA 93561**

Name Steven Christopher Vogel
Address 363 Pepper Drive
City Tehachapi State CA Zip Code 93561
Phone Number 9253892148 Fax Number 6618228635
Email votevogel@gmail.com

Position(s) Sought: (List in order of preference)

- Tehachapi Valley Recreation & Parks District (TVRPD) Board of Directors
-
-
-

Occupation Student/Future Real Estate Agent (Pending Exam)
Business Name Re/Max Tehachapi, Inc.
Address 798 Tucker Road, Suite 1
City Tehachapi State CA Zip Code 93561
Phone Number 6618228888 Fax Number 6618228635

Education - List schools attended and/or graduated, as well as degree(s):

University of Phoenix - Currently in Progress (B.A. Business Administration, Concentration in Public Administration)
Kaplan College - Received a Certificate in Medical Assisting (May 2008)
Bakersfield College - Completed General Education Courses (2005-2007)

Other special training or experience:

I have recently completed the necessary courses required to receive a real estate license in the State of California and am currently awaiting an exam date.

Licensed and Bonded California Notary Public since 2007

Previous and present governmental and civic experience. Indicate when, position, and duties:

I have attached a resume which details my civic and governmental experience, along with position(s) held.

Please explain why you wish to serve on a Board/Commission for the City of Tehachapi:

I wish to serve as a board member on the Tehachapi Valley Recreation & Parks District (TVRPD) in order to better serve the needs of the youth of our community. I am committed to providing activities for our young people that will encourage the development of well-rounded young men and women and discourage misbehavior and delinquency. If given the opportunity to serve in the aforementioned position, I will do all that I can to be an advocate for sporting activities (football, soccer, skateboarding, etc) and the successful development of parks, recreation facilities, and a community center for our young people to receive positive reinforcement and encouragement from concerned adults and peers alike. I am 100 percent committed to fostering a new generation of young people and doing all that I can for tomorrow's leaders.

Do you have any interests or associations that might present a conflict of interest? Yes If yes, please explain below. No

Not Applicable

Please attach your resume and any additional information or statements that you feel would be helpful in reviewing your qualifications

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Signature Field



Date/Time Field January 19, 2011

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act

Print Form



RECEIVED
JAN 31 2011
CITY OF TEHACHAPI

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY	
City Resident:	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCIL MEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

Submit Application To: City Clerk's Office
115 South Robinson Street
Tehachapi, CA 93561

Name Laura Jenkins

Address 1013 Canyon Drive East

City Tehachapi State CA Zip Code 93561

Phone Number +1 (661) 823-1157 Fax Number +1 (661) 823-8790

Email laura@mainstreettehachapi.org

Position(s) Sought: (List in order of preference)

1. Tehachapi Valley Recreation & Parks District
2. _____
3. _____
4. _____

Occupation Currently working with Main Street Tehachapi as an assistant to the director. I am trained to promote and advertise the e

Business Name Main Street Tehachapi

Address 105 East "E" Street

City Tehachapi State CA Zip Code 93581

Phone Number +1 (661) 822-6519 Fax Number +1 (661) 823-8790

Education - List schools attended and/or graduated, as well as degree(s):

High School Diploma Some College

Other special training or experience:

I was a former camp counselor for Tehachapi Valley Recreation & Park District. I also was an assistant to a former Recreation Supervisor.

Previous and present governmental and civic experience. Indicate when, position, and duties:

I currently sit on the promotions committee of Main Street Tehachapi. I was a member of Tehachapi High School ASB. I volunteered on numerous committees. Volunteering for the Tehachapi Valley Recreation and Park District with many programs throughout the years. Volunteering with Son-Shine preschool.

Please explain why you wish to serve on a Board/Commission for the City of Tehachapi:

I have a four year old daughter and our Recreation & Parks District would benefit from my experience as a parent and as a former employee of the district. As a parent and informed city resident I would like to volunteer and give back to my community.

Do you have any interests or associations that might present a conflict of interest? Yes If yes, please explain below. No

Please attach your resume and any additional information or statements that you feel would be helpful in reviewing your qualifications

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Signature Field

Laura Jenkins

Date/Time Field

January 28, 2011

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act



RECEIVED
JAN 31 2011
CITY OF TEHACHAPI

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY	
City Resident:	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCIL MEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

Submit Application To: City Clerk's Office
115 South Robinson Street
Tehachapi, CA 93561

Name Nick Cyr

Address 1010 Chris Lane

City Tehachapi State CA Zip Code 93561

Phone Number 972-1509 Fax Number _____

Email nick@aspenbuild.com

Position(s) Sought: (List in order of preference)

1. Tehachapi Valley Recreation & Parks District
2. _____
3. _____
4. _____

Occupation Project Superintendent

Business Name Aspen Builders Inc

Address 105 East "E" Street

City Tehachapi State CA Zip Code 93561

Phone Number 823-8670 Fax Number 823-8790

Education - List schools attended and/or graduated, as well as degree(s):

Tehachapi High School - Diploma

Other special training or experience:

I have an extensive understand of the commercial construction trade as a project superintendent. I have supervised many employees on very complicated construction jobs. I was the project Superintendent for the rebuilding of the Historic Depot in Downtown Tehachapi.

Previous and present governmental and civic experience. Indicate when, position, and duties:

I was a volunteer for the Tehachapi Valley Recreation and Parks district for 6 years as a youth basketball coach. I had players on my team that were underprivileged, I donated the equipment so that they would have the proper tools to participate in the program. Volunteering is very important to me and I believe in giving back to my community.

Please explain why you wish to serve on a Board/Commission for the City of Tehachapi:

I'm a father of two boys and recreation programs are very important to me. Athletics are important to our community, as I still participate in Men's Basketball Leagues. Recreation opportunities are a quality of life element that is important to me and my family. I hope my experience in the construction trade and athletics will help the district and it's mission to provide quality parks and programs.

Do you have any interests or associations that might present a conflict of interest? Yes If yes, please explain below. No

Empty text box for explaining interests or associations.

Please attach your resume and any additional information or statements that you feel would be helpful in reviewing your qualifications

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Signature Field

[Handwritten Signature]

Date/Time Field

1/31/11

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act



RECEIVED
FEB 01 2011
CITY OF TEHACHAPI

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY	
City Resident:	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCIL MEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

Submit Application To: **City Clerk's Office**
115 South Robinson Street
Tehachapi, CA 93561

Name Amy Wilson

Address 1020 Canyon Drive West

City Tehachapi State CA. Zip Code 93561

Phone Number 661-972-5818 Fax Number _____

Email filletmehon@yahoo.com

Position(s) Sought: (List in order of preference)

- Tehachapi Parks and recreation Board
- _____
- _____
- _____

Occupation Children's Director of Ministry

Business Name Tehachapi Nazarene Church

Address 19016 Highline Road

City Tehachapi State CA. Zip Code 93561

Phone Number 661-822-4426 Fax Number _____

Education - List schools attended and/or graduated, as well as degree(s):

Tehachapi High School / High school diploma
Bakersfield College / Early childhood certificate

Amy Christa Wilson

Objective

To fulfill any task, job or position I am given in whatever capacity it may be, giving 100% of my ability and effort. To be an encourager, supporter and leader. Doing all this through the power of Christ and for His glory.

- Love working with a team
 - Love my community
- Love children and their families
- Love the sports and other activities of this community

Education

2003-2005 **Bakersfield College**

Bakersfield, Ca. 93309

Early Childhood Education Certificate

Through the course of these studies I learned how children develop physically, emotionally, and academically, how they respond to the world around them and what their role is in it. I was able to do observation training on children and do reflective writing on the subjects.

- Visited and observed children and child care facilities

September 1995 to June 1998 **Tehachapi High School**

Tehachapi, Ca. 93561

High School Diploma

- Student Ambassador Program
 - Softball Team
 - Criminal justice
 - Psychology
- Junior Miss Program

Work Experience

February 2011 to present **Children's Ministry Director**

Tehachapi Church of the Nazarene

Tehachapi, Ca. 93561

To oversee the spiritual growth of children from the ages of birth to 6th grade. To walk along side of them as they grow in Christ and discover His love for them. To partner with parents in leading their children in their spiritual walk and encouraging them in their own.

- Director of Vacation Bible School
- Counselor for summer and winter camps
- Director and teacher for midweek activities
 - Participant on worship team
 - Community outreach
- City parades and other community activities

September 2007 to January 2001 **Environmental Educator**

Amy Christa Wilson

This position allowed me to travel to elementary schools across Kern County working with students in the 4th-6th grades teaching them the importance of being an active participant in preserving our earth through recycling and other community and personal activities. The teaching was accomplished by meeting with the children on their school site each day and teaching a short skit that included the use of puppets and a sound track with the information on recycling and other important environmental issues. At the end of the school week the students performed the skits in front of their entire school body.

- public speaking/directed children in public setting
- Presentations of environmental issues and our states laws
- Overseer of community volunteer clean up days

September 2005-September 2007 **Preschool Teacher**
Sonshine Place Preschool
Tehachapi, Ca. 93561

Taught Children from the ages of 3-5 the basic skills of the alphabet, numbers, colors, shapes, sounds, etc. and the foundation of the bible. Helped children build a positive self image while allowing them to discover the world around them.

- Creative music and art

1020 Canyon Drive West
Tehachapi, Ca. 93561

661-822-4426

661-972-5818

filletmehon@yahoo.com



RECEIVED
FEB 01 2011
CITY OF TEHACHAPI

115 South Robinson Street
Tehachapi, CA 93561-1722
www.tehachapicityhall.com

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes No

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCIL MEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

Submit Application To: City Clerk's Office
115 South Robinson Street
Tehachapi, CA 93561

Name Linda Hollinsworth

Address 330 West D Street

City Tehachapi State CA Zip Code 93561

Phone Number +1 (661) 823-4034 Fax Number _____

Email hollinsworth@sbcglobal.net

Position(s) Sought: (List in order of preference)

1. Board of Directors - Tehachapi Valley Recreation and Parks
2. _____
3. _____
4. _____

Occupation Consultant

Business Name _____

Address 330 West D Street

City Tehachapi State CA Zip Code 93561

Phone Number +1 (714) 458-0822 Fax Number _____

Education - List schools attended and/or graduated, as well as degree(s):

Pepperdine University - MBA
Cal State at LA - MA
Cal State at LA - BA

Other special training or experience:

Many years of volunteer work with youth groups including Girl Scouts, sports teams and Jobs Daughters.

Previous and present governmental and civic experience. Indicate when, position, and duties:

Director of Finance - Community Services District - 2007-2010 Responsible for areas of Finance, Customer Service and Administration. See Resume for more information.

Please explain why you wish to serve on a Board/Commission for the City of Tehachapi:

As a resident of Tehachapi I appreciate the many parks and the recreational activities that are provided and would like to be able to "give back" to the community by participating as a member of the Board of Directors for the Recreation and Parks. I believe by background in finance as well as my experience working with a developing parks department at a Special District would allow me to be a positive addition to the Board.

Do you have any interests or associations that might present a conflict of interest? Yes If yes, please explain below. No

Please attach your resume and any additional information or statements that you feel would be helpful in reviewing your qualifications

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Signature Field

Sandra Hallenrath

Date/Time Field

1/31/11

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act



January 31, 2011

Re: Director Position with Tehachapi Valley Recreation and Parks Board of Directors

Dear Sir/Madam;

I am interested in applying for the open position on the Board of Directors for the Tehachapi Valley Recreation and Parks District. I have served as the Director of Finance for a CSD where I had the opportunity to participate in the financial and operational planning for the Parks and Recreation division of the District including parks, recreational programs, skate park, pool and community center. I am aware of the many challenges faced by a District to provide these services for a community. I believe I could contribute to the efforts of the City of Tehachapi in their desire to maintain and improve the services that are currently available in the City. I moved to Tehachapi for the quality of life that it offers. The Parks are a big part of that, allowing the community to gather for events and for families to have safe and fun activities for their children. I believe these Parks and Recreational activities are essential for the community and would like to be part of the group that helps assure their availability.

I have attached my resume and application for your consideration and hope you will provide me with a chance to talk with you and share more about my experience and how I believe I could be a positive addition to your Board.

Sincerely,

A handwritten signature in blue ink that reads "Linda Hollinsworth".

Linda Hollinsworth
330 West D Street
Tehachapi, CA 93561
661-823-4034

Encl: District Application
Resume



Linda Hollinsworth

330 West D Street

Tehachapi, CA 93561

(714) 458-0822 Cell

(661) 823-4034 Home

hollinsworth@sbcglobal.net

Profile Summary

- Demonstrated success in Financial and Administrative leadership in public and private sector
- Performance driven and focused on development and achievement of strategic plan
- Developed and monitored annual operating and capital budgets to support District goals
- Provide direction for planning and implementing policies and procedures
- Full financial responsibility including preparation of financial statements, balance sheet reconciliations
- Redesigned financial reporting to provide information for effective decision making
- Managed project grants and financing, investments and cash for multiple funds
- Effective communicator with all levels, both internally and externally
- Analyzed and identified opportunities for increased efficiencies
- Directed functional areas of Field Services, General Ledger, Customer Service, Accounts Payable, Accounts Receivable, Billing, Information Technology, Payroll, Human Resources, Employee Benefits, Risk Management, Inventory, Cost Accounting, Assessment Districts

Professional Experience:

- **Highlights of Accomplishments**

Rosamond CSD – Rosamond, Ca.

2007 - Present

Community Service District – Provides Water, Sewer and Park Services for community of approximately 5,000 customers and 15,000 residents with a total full time staff of 32 and a 5 member Board of Directors. Annual revenue of \$5,500,000

Consultant

2010-Present

- Transitional financial support

Director of Finance

2007-2010

- Prepared analysis of various funding options available for Parks and Recreation Department
- Provided cost analysis for Park Maintenance and Recreation activities and construction
- Reviewed and approved all contracts for construction and independent contractors
- Assisted in development and review of Joint Use Agreement with local school district
- Participated with Park and Recreation Superintendent to develop policies and fee schedules
- Developed and maintained financial reporting for non-profit foundation established to benefit the Parks and Recreation projects and programs.
- Maximized use of existing enterprise system eliminating capital purchase of \$300,000
- Prepared annual capital and operating budget and presented monthly budget to actual comparisons with analysis of variances.
- Directed efforts to complete \$8.5M loan through State Water Resources Control Board
- Managed evaluation, development and implementation of controls to assure accuracy of data, fraud prevention and compliance with regulatory and internal policies.



Linda Hollinsworth

**330 West D Street
Tehachapi, CA 93561
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(661) 823-4034 Home
hollinsworth@sbcglobal.net**

EKN Engineering, Inc. – Irvine, Ca. Controller 2006 - 2007
Civil engineering firm with full time staff of 32 in two locations

- Interfaced with clients and staff engineers to maintain positive customer relationships
- Improved cash flow by reducing billing cycle
- Maintained books for multiple companies with full monthly financial reporting for each company

Powerwave Technologies – Santa Ana, Ca. Accounting Manager 2005 - 2006
Wireless communications provider – International with annual sales of approximately \$158,000,000

- Directed development of centralized Accounts Payable department with procedures to improve processing time and accuracy
- Led team to collect over \$1,000,000 in outstanding receivables

Park Electrochemical – Anaheim, Ca. Multiple Positions 1990 - 2005
Senior Manager of Oracle Financials; Controller; Asst Controller; Accounting/IT Manager
Develops and manufactures high technology printed circuit materials. International company with facilities in China, Singapore, France and the United States. Annual sales of \$200,000,000

- Prepared daily, weekly and monthly P & L reporting with comparisons to projections and analysis of variances
- Managed Sarbanes Oxley documentation and testing in U.S. and international facilities, identifying deficiencies and providing recommendations for corrective actions to meet audit requirements
- Functional manager for the successful implementation of Oracle Financials - Release 11i

Education and Certifications

MBA - Pepperdine University
MA - California State University at Los Angeles
BA - California State University at Los Angeles
Special Districts Leadership and Management Certificate

Software and Systems Experience

- Highly skilled in use of integrated software packages including- Oracle, Corbin Willits, ROI and Caelus
- Proficient in use of Quick Books, Toad, MS Word, Excel, Access, and Power Point
- Administered systems management for Unix, Wang and Hewlett Packard

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0	Check Date: ?	Vendor: 0017	American Business Machine	
120594 2	PD/equipment contract renewal/CiR210		11/04/2010	776.00
120594 3	PD/equipment contract renewal/CiR400		11/04/2010	1,164.00
120594 1	PD/equipment contract renewal/CiR600		11/04/2010	1,940.00
			Check Total:	3,880.00
Check No: 0	Check Date: ?	Vendor: 0027	Atco International	
IO300793 UT	Use Tax		01/20/2011	-9.61
IO300793	Swr/ice go		01/20/2011	126.11
			Check Total:	116.50
Check No: 0	Check Date: ?	Vendor: 0035	BC Laboratories, Inc.	
B092155 1	Wtr/samples/Hickory/fig/CurryW		01/04/2011	75.00
B093170	Wtr/samples/Dennison Well		01/20/2011	15.00
B092743 1	Wtr/samples/Oakwood/Tanglewood		01/14/2011	25.00
B093243 1	Wtr/samples/Alder/Pinon Well/Denniso		01/20/2011	24.00
B092231	Wtr/samples/Dennison W		12/28/2010	15.00
B093174	Wtr/samples/Curry resv		01/20/2011	15.00
B092155 2	Wtr/samples/Hickory/fig/CurryW		01/04/2011	24.00
B092743 2	Wtr/samples/Oakwood/Tanglewood		01/14/2011	24.00
B093243 2	Wtr/samples/Alder/Pinon Well/Denniso		01/20/2011	24.00
B092287	Wtr/samples/Curry resv		12/28/2010	15.00
B093169	Swr/samples/WWTP headworks		01/20/2011	210.00
B093227	Swr/samples/WWTP headworks		01/20/2011	210.00
B092220	Swr/samples/WWTP headworks		12/28/2010	210.00
B092527	Swr/samples/WWTP headworks		01/10/2011	210.00
			Check Total:	1,096.00
Check No: 0	Check Date: ?	Vendor: 0041	Benz Propane Company, Inc.	
238090688	PblcWrks/tank lease		12/31/2010	97.73
41908	Swr/lp gas		01/10/2011	23.23
			Check Total:	120.96
Check No: 0	Check Date: ?	Vendor: 0061	BSK Associates	
0060316	Centennial Plaza/construction testin		12/31/2010	105.00
0060332	Swr/Tucker lift station/construction		12/31/2010	411.00
0059981 1	Swr/reclamation area soil sampling		11/30/2010	7,944.00
0060204	Swr/reclamation area soil sampling		12/31/2010	355.00
0059981 2	Swr/reclamation area soil sampling		11/30/2010	1,170.00
			Check Total:	9,985.00
Check No: 0	Check Date: ?	Vendor: 0182	P&J Electric	
3900	Wtr/trbl shoot Curry booster station		01/04/2011	354.84
3902	Wtr/trbl shoot curry booster station		01/10/2011	273.05
			Check Total:	627.89
Check No: 0	Check Date: ?	Vendor: 0216	Judicial Data Systems Corporat	
1824	Parking Citation Revenue		01/13/2011	100.00
			Check Total:	100.00
Check No: 0	Check Date: ?	Vendor: 0223	Kern County Auditors Office	
11/10	Parking Citation Revenue/Nov. 2010		11/01/2010	64.00
			Check Total:	64.00
Check No: 0	Check Date: ?	Vendor: 0241	Kern Bros. Trucking, Inc.	
57208	Streets/misc sand del		01/07/2011	1,786.14
57176	Streets/misc sand del		12/31/2010	1,190.76
			Check Total:	2,976.90

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0	Check Date: ?	Vendor: 0263	Lebeau, Thelen, LLP	
1 123110	GenGov/legal srvc extra		12/31/2010	462.50
13 123110	GenGov/legal srvc extra		12/31/2010	740.00
25 123110	Legal srvc extra		12/31/2010	4,828.50
			Check Total:	6,031.00
Check No: 0	Check Date: ?	Vendor: 0300	Mission Linen & Uniform Servic	
140116717	PblcWrks/twl cntr/disp/jacket/hndcl		01/04/2011	62.10
140114204	PblcWrks/linen maint/hndcl		12/21/2010	57.64
140117981	PblcWrks/twl cntr/disp/jacket/hndcl		01/11/2011	65.75
140115466	PblcWrks/cover fender auto/twl cntr/		12/28/2010	65.75
140119231	PblcWrks/twl cntr/disp/cov twl post/		01/18/2011	62.10
			Check Total:	313.34
Check No: 0	Check Date: ?	Vendor: 0310	Willdan Financial Services	
010-13135 1	RDA/arbitrage & engagement fee		01/20/2011	1,800.00
010-13135 2	RDA/arbitrage & engagement fee		01/20/2011	450.00
010-12893 1	Admin Fees/Heritage Oaks		12/31/2010	112.92
010-12893 2	Admin Fees/Clear View		12/31/2010	107.93
010-12893 3	Admin Fees/Autumn Hills		12/31/2010	132.86
010-12893 4	Admin Fees/Alta Homes		12/31/2010	427.17
010-12893 5	Admin Fees/GJorgensen		12/31/2010	26.84
010-12893 6	Admin Fees/KB orchard Glen-Dnnsn		12/31/2010	387.28
010-12893 7	Admin Fees/Mullberry Place		12/31/2010	17.01
010-12893 8	Admin Fees/Mill strt cottages		12/31/2010	22.29
010-12893 9	Admin Fees/Hodis		12/31/2010	70.83
010-12893 10	Admin Fees/W of HS		12/31/2010	73.61
010-12893 11	Admin Fees/Pannon		12/31/2010	70.24
010-12893 12	Admin Fees/Teh bl		12/31/2010	17.45
010-12897	Admin Fees/Assessment District No. 8		12/31/2010	532.37
010-12898	Admin Fees/CFD No. 90-1		12/31/2010	1,713.63
			Check Total:	5,962.43
Check No: 0	Check Date: ?	Vendor: 0322	Old Town Postal & Blueprint Se	
2506-4	CommDev/b&w scans		11/16/2010	31.00
			Check Total:	31.00
Check No: 0	Check Date: ?	Vendor: 0349	Rain For Rent Bakersfield	
031027572	PblcWrks/pipe		01/17/2011	47.09
			Check Total:	47.09
Check No: 0	Check Date: ?	Vendor: 0362	RSI Petroleum Products	
0240694	PblcWrks/fuel		01/17/2011	307.33
0240582	PblcWrks/fuel		01/12/2011	947.33
0240391	PblcWrks/fuel		01/04/2011	2,208.56
			Check Total:	3,463.22
Check No: 0	Check Date: ?	Vendor: 0373	Thomas F. Schroeter	
012511 1	GenGov/legal srvc/Dec.16 to Jan.15 1		01/25/2011	6,558.00
012511 3	Swr/legal srvc extra/Dec.16 to Jan.1		01/25/2011	96.00
012511 2	Arprt/legal srvc extra/Dec.16 to Jan		01/25/2011	378.00
			Check Total:	7,032.00
Check No: 0	Check Date: ?	Vendor: 0424	Greater Tehachapi Chamber of C	
5282	GenGov/Eight installation dinner tic		01/25/2011	400.00
			Check Total:	400.00
Check No: 0	Check Date: ?	Vendor: 0430	Tehachapi Lumber Company	
128298	PblcWrks/remote cont/fan		12/29/2010	41.12

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
128562	Car lot/pipe couplings		01/19/2011	2.70
128533	Strts/brush		01/18/2011	19.46
128356	Strts/readymix		01/04/2011	4.47
128439	Wtr/padlock		01/11/2011	71.38
Check Total:				139.13
Check No: 0	Check Date: ?	Vendor: 0431	Tehachapi News	
1503	GenGov/public notice unmet 2011		01/17/2011	37.50
Check Total:				37.50
Check No: 0	Check Date: ?	Vendor: 0445	Tehachapi Senior Center, Inc.	
020111	Senior Nutrition program		02/01/2011	100.00
Check Total:				100.00
Check No: 0	Check Date: ?	Vendor: 0448	Union Bank Corporate Trust Div	
012011	Interest expense/CFD 90-1		01/20/2011	8,968.58
Check Total:				8,968.58
Check No: 0	Check Date: ?	Vendor: 0476	WITTS Everything for the Offic	
114328-1	GenGov/ideal		01/19/2011	9.69
114242-0	GenGov/envel/bus ntbk/erasers/staple		01/10/2011	87.03
114293-0	GenGov/lgl pad/ltr envelp		01/10/2011	45.87
114214-0	GenGov/custom date stamp		01/06/2011	61.65
114328-0	GenGov/gel pens/ppro punch		01/12/2011	14.48
114377-0	GenGov/d rng bndrs		01/14/2011	47.54
114149-0	GenGov/resize original/color print		01/03/2011	30.74
114446-0	PblcWrks/markers/file folders/pencil		01/18/2011	11.84
114064-0 2	PD/money rec tir		12/28/2010	24.75
114285-0	PD/notebook pckt		01/11/2011	82.05
114064-0	PD/liners		12/28/2010	64.94
509775-0	Wtr/calendar		01/19/2011	32.56
114383-0	Swr/inkcart		01/13/2011	34.63
509012-0	Arprt/incart/pens		01/13/2011	179.22
Check Total:				726.99
Check No: 0	Check Date: ?	Vendor: 0498	Interstate Battery System	
22230999	PblcWrks/mtp-65		01/13/2011	52.50
Check Total:				52.50
Check No: 0	Check Date: ?	Vendor: 0509	Safety-Kleen Systems, Inc.	
52841391	PblcWrks/parts washer solvent		01/12/2011	275.39
Check Total:				275.39
Check No: 0	Check Date: ?	Vendor: 0525	All American Tire & Service Ce	
32533	Swr/flat repair		12/28/2010	15.00
32592	Arprt/four tires/rotate & balance		01/12/2011	60.00
Check Total:				75.00
Check No: 0	Check Date: ?	Vendor: 0565	CWEA-TCP	
010111	Swr/membership renew/RMonje		01/01/2011	132.00
Check Total:				132.00
Check No: 0	Check Date: ?	Vendor: 0619	Home 4 Less	
314143	PblcWrks/brass ball valve		01/04/2011	43.29
314836	PblcWrks/strap eyes/duct tape		01/11/2011	19.67
313780	PblcWrks/tarp/leak stopper/scraper		12/29/2010	20.86
315984	Swr/pvc comprsn coupling		01/24/2011	35.70
315988	Swr/dwv cap slip		01/24/2011	9.07

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	128.59
Check No: 0	Check Date: ?	Vendor: 0675	Kapy's Electronics	
10148479	PD/st plugs/vhI u base ant/scanner		01/05/2011	201.31
10146652	Arprt/Gigaware dsktp usb mic		11/29/2010	35.71
70003818	Arprt/Gigaware dsktp usb mic/return/		11/29/2010	-19.49
			Check Total:	217.53
Check No: 0	Check Date: ?	Vendor: 0817	Kimball Midwest	
1794541	PblcWrks/tape cleaner/fuse/teminals/		01/12/2011	733.28
			Check Total:	733.28
Check No: 0	Check Date: ?	Vendor: 0832	ACWA Health Benefits Authority	
02012011 4	Life/AD&D		02/01/2011	975.36
02012011 1	Medical		02/01/2011	61,038.36
02012011 2	Dental		02/01/2011	6,508.08
02012011 3	Vision		02/01/2011	811.22
			Check Total:	69,333.02
Check No: 0	Check Date: ?	Vendor: 0897	Mojave's #1 Service Center	
0118504	PblcWrks/tire replaced/warranty		12/27/2010	96.58
			Check Total:	96.58
Check No: 0	Check Date: ?	Vendor: 0956	League of California Cities	
105421	GenGov/membership dues for year 2011		12/20/2010	5,507.00
			Check Total:	5,507.00
Check No: 0	Check Date: ?	Vendor: 1032	Jack Davenport	
82417	Streets/broom sweeping service		12/31/2010	8,640.00
			Check Total:	8,640.00
Check No: 0	Check Date: ?	Vendor: 1037	Antelope Valley Press	
020511	GenGov/subscription 52 weeks		05/05/2011	511.24
			Check Total:	511.24
Check No: 0	Check Date: ?	Vendor: 1055	Mercury Graphics	
3938	GenGov/envelopes		01/10/2011	63.87
3937	GenGov/business crds		01/06/2011	191.60
3939	PD/vinyl lct & applied to Frd Explor		01/12/2011	822.70
3942	Dwntwn Mstr Plan/sign grant		01/24/2011	4,752.18
			Check Total:	5,830.35
Check No: 0	Check Date: ?	Vendor: 1190	CSMFO	
010511	Finance/2011 membership renewal		01/05/2011	110.00
			Check Total:	110.00
Check No: 0	Check Date: ?	Vendor: 1285	CA Dept Corrections and Rehabi	
1800082185 4	GenGov/CCI work crew		11/30/2010	4,080.00
1800082186 4	GenGov/CCI work crew		11/30/2010	87.11
1800082186 1	PblcWrks/CCI work crew		11/30/2010	8.71
1800082185 1	PblcWrks/CCI work crew		11/30/2010	408.00
1800085333 2	Lndscp/CCI work crew		12/31/2010	37.96
1800082186 2	Lndscp/CCI work crew		11/30/2010	8.71
1800082185 2	Lndscp/CCI work crew		11/30/2010	408.00
1800082185 3	Depot/CCI work crew		11/30/2010	816.00
1800085333 3	Depot/CCI work crew		12/31/2010	15.18
1800082186 3	Depot/CCI work crew		11/30/2010	17.42
1800085333 1	Streets/CCI work crew		12/31/2010	83.50
1800082186 6	Wtr/CCI work crew		11/30/2010	17.42

City of Tehachapi
User:delphina

Accounts Payable
Checks by Date - Detail by Check Number

Printed: 01/31/2011 16:37
Detail

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
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<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
1800082185 6	Wtr/CCI work crew		11/30/2010	816.00
1800082186 5	Arport/CCI work crew		11/30/2010	17.42
1800082185 5	Arport/CCI work crew		11/30/2010	816.00
			Check Total:	7,637.43
Check No: 0	Check Date: ?	Vendor: 1286	M&M's Sports Uniforms & Embroi	
22467	GenGov/engraving plate		11/30/2010	8.12
			Check Total:	8.12
Check No: 0	Check Date: ?	Vendor: 1313	Certified Laboratories	
667237	PblcWrks/spill spill absorb		10/25/2010	1,014.59
			Check Total:	1,014.59
Check No: 0	Check Date: ?	Vendor: 1321	Culligan Water Conditioning	
01012011	PD/acd rental		01/01/2011	29.00
			Check Total:	29.00
Check No: 0	Check Date: ?	Vendor: 1442	FLEX ONE AFLAC	
526005	Admin fees		02/01/2011	50.00
			Check Total:	50.00
Check No: 0	Check Date: ?	Vendor: 1505	Benz Construction Services	
1752424	PblcWrks/rolloff remove/gate fee/rec		12/31/2010	393.21
			Check Total:	393.21
Check No: 0	Check Date: ?	Vendor: 1729	Alpha Landscape Maintenance	
10727 1	GenGov/City offices		12/24/2010	45.38
10728 1	GenGov/Market place & Union Pacific		12/24/2010	1.43
10727 2	GenGov/Market Place & Union Pacific		12/24/2010	201.79
10728 12	GenGov/Pioneer Park		12/24/2010	4.29
10728 13	GenGov/Old Town planter		12/24/2010	1.43
10728 15	GenGov/old fire house Pinon		12/24/2010	1.43
10728 16	GenGov/Taco sandw		12/24/2010	1.43
10727 16	GenGov/Pioneer Parks		12/24/2010	506.04
10728 17	GenGov/Senior center		12/24/2010	1.43
10727 17	GenGov/Old Town Planters		12/24/2010	11.12
10728 19	GenGov/Robinson parking lot		12/24/2010	0.72
10727 19	GenGov/Old fire house on Pinon		12/24/2010	109.63
10727 20	GenGov/Railroad Park		12/24/2010	461.02
10727 21	GenGov/Taco sandw & wall		12/24/2010	25.68
10728 21	GenGov/Railroad Park		12/24/2010	1.43
10728 22	GenGov/Market Place&Robinson prking		12/24/2010	2.89
10727 22	GenGov/Senior center		12/24/2010	95.95
10727 23	GenGov/Robinson parking lot		12/24/2010	22.85
10728 18	Depot/Railroad depot		12/24/2010	2.86
10727 24	Depot/Railroad depot		12/24/2010	116.44
10728 2	Strts/Capital Hills		12/24/2010	2.86
10727 3	Strts/Mill st islands		12/24/2010	392.38
10727 4	Strts/Capitol Hills S island		12/24/2010	246.63
10728 7	Strts/S Curry		12/24/2010	2.86
10727 10	Strts/South Curry		12/24/2010	207.93
10728 10	Strts/Dennison st		12/24/2010	4.29
10727 13	Strts/trees		12/24/2010	113.10
10727 14	Strts/Dennison street		12/24/2010	658.10
10728 20	Strts/Mill street island		12/24/2010	4.29
10728 8	LLD/Heritage Oaks		12/24/2010	14.31
10727 11	LLD/Heritage Oak		12/24/2010	787.98
10728 11	LLD/Clear View		12/24/2010	1.43
10727 15	LLD/Clear View		12/24/2010	294.12
10728 3	LLD/Manzanita Park		12/24/2010	4.29

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
10728 4	LLD/KB trct Highland imd		12/24/2010	1.43
10727 5	LLD/Manzanita Park		12/24/2010	693.93
10727 6	LLD/KB tract-Highland imd		12/24/2010	468.03
10728 5	LLD/Alta trct/Warrior Park		12/24/2010	32.92
10728 6	LLD/All planters		12/24/2010	14.31
10727 7	LLD/Alta tract/Warrior Parks		12/24/2010	4,082.07
10727 8	LLD/Alta Parkway lawns		12/24/2010	160.38
10727 9	LLD/All planters/Highline & tract pe		12/24/2010	1,433.48
10728 9	LLD/KB/Dennison		12/24/2010	40.08
10727 12	LLD/KB tract/Dennison		12/24/2010	3,293.96
10728 14	LLD/Mill st cottages		12/24/2010	0.72
10727 18	LLD/Mill street cottages		12/24/2010	22.49
Check Total:				14,593.61
Check No: 0	Check Date: ?	Vendor: 1759	SWRCB	
01012011	Swr/exam fee/WMisiura		01/01/2011	80.00
Check Total:				80.00
Check No: 0	Check Date: ?	Vendor: 1811	Graphic Solutions	
021875	DwntwnMst Plan/brochures/layout/prin		11/30/2010	2,381.50
Check Total:				2,381.50
Check No: 0	Check Date: ?	Vendor: 1865	Kern EDC	
4542	RDA/Public Semi Annual Investment		01/01/2011	5,000.00
Check Total:				5,000.00
Check No: 0	Check Date: ?	Vendor: 1866	Bear Valley CSD	
012011	PD/dispatch service/January 2011		01/01/2011	32,093.04
Check Total:				32,093.04
Check No: 0	Check Date: ?	Vendor: 1878	Harry M. Reynolds, Attorney at Law	
012011	Clerk/settlement claim		01/20/2011	2,400.00
Check Total:				2,400.00
Check No: 0	Check Date: ?	Vendor: 1945	RST Cranes, Inc.	
5343	Swr/operate 33 ton as directed		01/20/2011	353.10
Check Total:				353.10
Check No: 0	Check Date: ?	Vendor: 1947	Tehachapi Lawn and Garden	
5034	PblcWrks/chain files		12/07/2010	8.65
0051	Streets/2.65' of chain for spreader		01/03/2011	16.36
0049	Streets/roller chain		12/27/2010	16.21
Check Total:				41.22
Check No: 0	Check Date: ?	Vendor: 1958	Kevin Phillips	
578900	PblcWrks/service call/lube & adjust		01/10/2011	125.00
Check Total:				125.00
Check No: 0	Check Date: ?	Vendor: 1982	SSD Systems	
935439	GenGov/alarm monitoring		01/12/2011	184.00
Check Total:				184.00
Check No: 0	Check Date: ?	Vendor: 2111	Swift Napa Auto Parts	
689826	PblcWrks/wiper blades		01/11/2011	22.71
689821	PblcWrks/blower motor/air filters		01/11/2011	33.54
690175	PblcWrks/headlight bulb		01/13/2011	11.59
690809	PblcWrks/air-oil-fuel filters		01/19/2011	138.02
687748	PblcWrks/ag lamp		12/16/2010	71.42
688250	PblcWrks/wiper blades		12/22/2010	43.28

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
689280	Wtr/handle/shock/series shocks		01/05/2011	408.85
689176	Wtr/series shocks		01/04/2011	129.88
689338	Swr/connector		01/05/2011	11.36
690870	Swr/butt connector/ring terminal		01/20/2011	28.12
691259	Swr/oil & air filters		01/24/2011	32.99
688713	Arprt/ptex		12/28/2010	14.05
688818	Arprt/battery access/cir brkr		12/29/2010	38.95
689119	Arprt/wiper blades/prmwire/terminal/		01/04/2011	94.15
688644	Arprt/ring terminal/connect		12/28/2010	102.64
Check Total:				1,181.55
Check No: 0	Check Date: ?	Vendor: 2147	Coffee Break Service, Inc.	
Jan3250	GenGov/rental water cooler		01/10/2011	26.95
Check Total:				26.95
Check No: 0	Check Date: ?	Vendor: 2151	Melo's Gas & Gear	
349401	Wtr/oxygen comprssd/acetylene mc		12/29/2010	33.92
Check Total:				33.92
Check No: 0	Check Date: ?	Vendor: 2178	The Daily Independent	
020911	GenGov/subscription renewal		02/09/2011	146.52
Check Total:				146.52
Check No: 0	Check Date: ?	Vendor: 2200	Argo Chemical	
1101067	Wtr/chlor sol		01/13/2011	525.67
Check Total:				525.67
Check No: 0	Check Date: ?	Vendor: 2201	SC Communications, Inc.	
90496	PD/Depot tech srvc prtbl radio/parts		01/14/2011	597.78
Check Total:				597.78
Check No: 0	Check Date: ?	Vendor: 2228	Traffic Control Service, Inc.	
1004100 2nd	Streets/speed limit signs		12/02/2010	276.04
Check Total:				276.04
Check No: 0	Check Date: ?	Vendor: 2502	International Council of Shopp	
011911	GenGov/membership renewal/GGarrett		01/19/2011	50.00
Check Total:				50.00
Check No: 0	Check Date: ?	Vendor: 2611	Municipal Maintenance Equipmen	
0064823	Swr/giant w/p valve kit 3 valves		12/27/2010	844.89
Check Total:				844.89
Check No: 0	Check Date: ?	Vendor: 2636	HDWBC	
17192	IT/monthly consulting fee		01/01/2011	2,000.00
17238	PD/four Panasonic tghbook/laptops		01/05/2011	10,941.70
Check Total:				12,941.70
Check No: 0	Check Date: ?	Vendor: 2670	Rich Enviromental Service Stat	
39511	PblcWrks/annual vapor testing/leak t		12/30/2010	300.00
Check Total:				300.00
Check No: 0	Check Date: ?	Vendor: 2707	MailFinance	
H2171884	GenGov/lease/Jan 28 to Feb 27 2011		12/31/2010	216.46
Check Total:				216.46
Check No: 0	Check Date: ?	Vendor: 2708	BBC Saw Works, Inc.	
032577	Streets/shoe plow/cuttingedge half		12/01/2010	1,282.03

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	1,282.03
Check No: 0	Check Date: ?	Vendor: 2713	First American Title Company	
704-704102694	Property acqstn/410&500 Cummings VII		12/20/2010	395.00
			Check Total:	395.00
Check No: 0	Check Date: ?	Vendor: 2776	Consolidated Electrical Dist.	
0351-718402	GenGov/150 watt hm med base		01/11/2011	618.11
			Check Total:	618.11
Check No: 0	Check Date: ?	Vendor: 2785	Bakersfield VIP Uniforms, Inc.	
14192	PD/stngr holder/belt/buckle/tie clip		01/07/2011	336.75
			Check Total:	336.75
Check No: 0	Check Date: ?	Vendor: 2892	Mountain Maintenance Group, In	
4005 1	GenGov/cleaning/115 S Robinson		01/25/2011	180.00
4000 1	GenGov/cleaning/115 S Robinson st		01/13/2011	480.00
4005 2	PD/cleaning/129 E F		01/25/2011	300.00
4000 2	PD/cleaning/129 E F st		01/13/2011	600.00
4003	Depot/cleaning/101 W Teh blv		01/13/2011	250.00
4007	Depot/cleaning/101 W Teh blv		01/25/2011	250.00
4002	Depot/cleaning/101 W Teh blv		01/13/2011	250.00
4001	Arprt/cleaning/314 N Hayes		01/13/2011	100.00
4006	Arprt/cleaning/314 N Hayes		01/25/2011	50.00
			Check Total:	2,460.00
Check No: 0	Check Date: ?	Vendor: 2902	Sim Sanitation, Inc	
22011	Arprt/unit rental & service		12/23/2010	114.00
22036	Arprt/unit rental and service		01/24/2011	114.00
			Check Total:	228.00
Check No: 0	Check Date: ?	Vendor: 2914	CivicPlus	
86875	GenGov/monthly fee February 2011		02/01/2011	530.25
			Check Total:	530.25
Check No: 0	Check Date: ?	Vendor: 2973	Department of Motor Vehicles	
122810	PD/five 2011 CA code books		12/28/2010	59.91
			Check Total:	59.91
Check No: 0	Check Date: ?	Vendor: 2981	Burke, Williams & Sorenson, LL	
143066	GenGov/legal services extra		01/10/2011	24.50
			Check Total:	24.50
Check No: 0	Check Date: ?	Vendor: 2989	My Fleet Center.com	
704942	GenGov/full service		12/02/2010	68.52
749680	GenGov/full service		12/22/2010	35.13
704908	CommDev/oil & fuel filter/fluids		12/02/2010	288.58
			Check Total:	392.23
Check No: 0	Check Date: ?	Vendor: 3000	Sail Thru Car Wash	
123110 1	PblcWrks/carwash		12/31/2010	12.50
123110 2	Swr/carwash		12/31/2010	12.50
			Check Total:	25.00
Check No: 0	Check Date: ?	Vendor: 3051	Tehachapi Transmissions, Inc.	
2194	PD/oil filter/mtr oil/hub cap/rr bra		01/12/2011	235.50
2165	PD/oil filter/motor oil		01/03/2011	32.00
2166	PD/oil filter/motor oil		01/03/2011	32.00
002164	PD/oil change		01/03/2011	32.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
2177	PD/oil filter/motor oil		01/07/2011	32.00
2185	PD/oil filter/motor oil		01/11/2011	32.00
			Check Total:	395.50
Check No: 0	Check Date: ?	Vendor: 3062	Municipal Code Corporation	
00202924	Clerk/code of ordinances		12/31/2010	779.40
			Check Total:	779.40
Check No: 0	Check Date: ?	Vendor: 3066	AECOM Water	
37080998	LDC/pm 11353 review		01/10/2011	560.00
37081010 A	GenGov/meetings		01/10/2011	1,800.00
37081010 D	GenGov/meetings		01/10/2011	1,500.00
37081010B	GenGov/Hospital meetings		01/10/2011	1,935.00
37081412B	CommDev/Tehachapi Hospital		01/10/2011	1,700.00
37081290	CommDev/Village at Tehachapi		01/10/2011	495.00
37081412A	CommDev/Scott' Auto Body		01/10/2011	135.00
37081412C	CommDev/Walmart		01/10/2011	1,764.50
37081412D	CommDev/Village Global		01/10/2011	5,663.50
37081412E	CommDev/Red Apple Pavillion		01/10/2011	560.00
37080989	CommDev/TTM 6216		01/10/2011	2,539.00
3708142F	CommDev/SCE expansion		01/10/2011	2,321.50
37081412G	CommDev/Vineyard Church		01/10/2011	616.00
3708142H	CommDev/St. Malachy Church		01/10/2011	170.00
37081205	Green st lighting/dwntwn ph II		01/10/2011	7,376.00
37081176	Centennial Plaza		01/10/2011	19,550.80
37081166	Challenger dr extn/final design prjc		01/10/2011	5,403.52
37081005	Mill & H st rehab prjct		01/10/2011	4,892.58
37081434	Valley blvd rehap prjct		01/10/2011	1,378.95
37081284	Valley blvd shoulder widening prjct		01/10/2011	1,740.50
37081010 E	Wtr/Utility dept support		01/10/2011	680.00
37081010 F	Wtr/Utility dept support		01/10/2011	550.00
37081820	Swr/lift station		01/10/2011	3,986.67
37081010 C	Swr/WW assistance		01/10/2011	865.00
			Check Total:	68,183.52
Check No: 0	Check Date: ?	Vendor: 3113	Townsend Public Affairs, Inc.	
6701	New Treatment Plant/consulting Janua		01/01/2011	3,240.00
			Check Total:	3,240.00
Check No: 0	Check Date: ?	Vendor: 3173	Soto Tire & Wheels	
011111	PD/ balance four tires		01/11/2011	25.00
			Check Total:	25.00
Check No: 0	Check Date: ?	Vendor: 3183	Creative Technical Services	
7952	Depot/fire alarm monitoring		01/05/2011	150.00
			Check Total:	150.00
Check No: 0	Check Date: ?	Vendor: 3186	Abbey Carpet of Tehachapi	
2279	Wtr/install flooring @ 1431 Cimmoner		01/04/2011	3,724.00
			Check Total:	3,724.00
Check No: 0	Check Date: ?	Vendor: 3320	Interstate All Battery Center	
002091	Arprt/100 ah sla post/flag hand ea		12/28/2010	600.00
			Check Total:	600.00
Check No: 0	Check Date: ?	Vendor: 3321	Point Lighting Corporation	
1221100301	Arprt/obst LED dble/photoelec contro		01/10/2011	1,203.10
			Check Total:	1,203.10

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 0056117	Check Date: ? Wtr/annual support/vehicle reading s	Vendor: 3322	Master Meter Systems 01/12/2011	1,200.00
			Check Total:	1,200.00
Check No: 0 12996	Check Date: ? Property Acquisition/410-415 Cumming	Vendor: 3323	Dallis Higdon & Associates 01/13/2011	2,500.00
			Check Total:	2,500.00
Check No: 0 4	Check Date: ? Wtr/repainted baseboard/wtr damage	Vendor: 3324	Tim Palmer Painting 01/01/2011	400.00
			Check Total:	400.00
Check No: 0 4	Check Date: ? Wtr/clean apartment	Vendor: 3325	D and R Cleaning Service 01/01/2011	175.00
			Check Total:	175.00
Check No: 0 108	Check Date: ? Wtr/lost rent due to flood damage	Vendor: 3326	Cimmeron, LLC 01/19/2011	900.00
			Check Total:	900.00
Check No: 0 012011	Check Date: ? Centennial Plaza/settlement liabilit	Vendor: 3327	Miguel Manzo 01/20/2011	1,650.00
			Check Total:	1,650.00
			Report Total:	318,864.61

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 32964	Check Date: 01/11/2011	Vendor: 0373	Thomas F. Schroeter	
122210 10	GenGov/legal srvc Nov16 thru Dec15 2		12/22/2010	5,244.00
122210 40	Wtr/legal srvc Nov16 thru Dec15 2010		12/22/2010	90.00
122210 30	Swr/legal srvc Nov16 thru Dec15 2010		12/22/2010	36.00
122210 20	Arprt/legal srvc Nov16 thru Dec15 20		12/22/2010	144.00
			Check Total:	5,514.00
Check No: 32965	Check Date: 01/11/2011	Vendor: 0433	Tehachapi Recycling, Inc.	
12032010	Recycling contract		01/06/2011	13,275.41
			Check Total:	13,275.41
Check No: 32966	Check Date: 01/11/2011	Vendor: 0434	Tehachapi Sanitation	
12012010	Kern County gate fees		01/06/2011	12,411.18
12222010	Refuse contract		01/06/2011	62,440.01
			Check Total:	74,851.19
			Report Total:	93,640.60

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
010707	GenGov/LLD 311 Sutter St		01/07/2011	21.84
010708	GenGov/LLD 501 1/2 Pinon		01/07/2011	21.84
010715	GenGov/LLD 115 Manzanita Ln		01/07/2011	91.59
010803	GenGov/LLD Manzanite / Green		01/08/2011	275.62
010603	GenGov/LLD 1347 Clasico Dr Ped		01/06/2011	21.84
010604	GenGov/LLD 1115 Alder Ave Ped		01/06/2011	22.64
010605	GenGov/LLD 1415 Alder Ave Ped		01/06/2011	21.84
010802	GenGov/LLD Dennison / Pinon		01/08/2011	1,228.67
010804	GenGov/LLD Mill St / D St		01/08/2011	79.53
Check Total:				28,744.05

<u>Check No:</u>	<u>32976</u>	<u>Check Date:</u>	<u>01/13/2011</u>	<u>Vendor:</u>	<u>2940</u>	<u>U.S. Bank Corporate Payment Sy</u>	
120210	GenGov/flowers	Acct. No. 3333 G. Garrett		12/02/2010		86.58	
121310 1	GenGov/soft drinks/bttl wtr/cups/tea	Acct. No. 3333 G. Garrett		12/13/2010		38.50	
121310 2	GenGov/tbl cve/gft bags	Acct. No. 3333 G. Garrett		12/13/2010		50.88	
121310 3	GenGov/10pk flsh/32pc t hndl/wreath	Acct. No. 3333 G. Garrett		12/13/2010		86.70	
061558	GenGov/table covers	Acct. No. 2516 T. Glasgow		12/20/2010		36.78	
000016	GenGov/notary service	Acct. No. 3333 G. Garrett		12/08/2010		10.00	
122010 2	GenGov/notary	Acct. No. 3333 G. Garrett		12/20/2010		10.00	
458839	GenGov/meals	Acct. No. 3333 G. Garrett		11/29/2010		46.11	
76	GenGov/meals	Acct. No. 3333 G. Garrett		11/30/2010		19.50	
00021	GenGov/meals/KCAC meeting	Acct. No. 3333 G. Garrett		12/07/2010		130.50	
00835	GenGov/meals/Christmas lunch	Acct. No. 3333 G. Garrett		12/16/2010		350.00	
120810	GenGov/KCAC lunch	Acct. No. 3333 G. Garrett		12/08/2010		100.00	
000009 2	GenGov/plant for P. Smith service	Acct. No. 3333 G. Garrett		11/30/2010		54.13	
7008	GenGov/fuel for lawn mower	Acct. No. 2516 T. Glasgow		12/13/2010		10.86	
3867659	GenGov/fuel	Acct. No. 3333 G. Garrett		12/01/2010		69.80	
6490422	GenGov/fuel	Acct. No. 3333 G. Garrett		12/03/2010		43.36	
121510	GenGov/fuel	Acct. No. 3333 G. Garrett		12/15/2010		59.10	
310662	Finance/AFCA/registration Capital As	Acct. No. 3341 H. Chung		12/09/2010		23.63	
24655635 1	PblcWrks/frogg toggs driducks suits	Acct. No. 3358 D. Wahlstrom		12/20/2010		62.96	
101	PblcWrks/four tires	Acct. No. 3358 D. Wahlstrom		12/07/2010		640.00	
145647B	PblcWrks/stop/retainer	Acct. No. 3358 D. Wahlstrom		12/01/2010		26.43	
122010	PblcWrks/Norton annual renewal	Acct. No. 3358 D. Wahlstrom		12/20/2010		44.99	
24655635 2	Cnstrctn/frogg toggs driducks suits	Acct. No. 3358 D. Wahlstrom		12/20/2010		62.97	
61117281	CommDev/cl refill daily kit/tabs	Acct. No. 3366 D. James		12/01/2010		83.09	
199850	CommDev/metro ticket	Acct. No. 3366 D. James		12/14/2010		1.50	
225837	CommDev/metro ticket	Acct. No. 3366 D. James		12/14/2010		1.50	
326258	CommDev/meteorlink	Acct. No. 3366 D. James		12/14/2010		25.50	
121610 2	CommDev/Fairfield Inn	Acct. No. 3366 D. James		12/16/2010		175.00	
459777 1	CommDev/registration/Green Techno	Acct. No. 3366 D. James		12/08/2010		65.00	
459777 2	CommDev/registration/Green Techno	Acct. No. 3366 D. James		12/08/2010		65.00	
459777 3	CommDev/registration/Green Techno	Acct. No. 3366 D. James		12/08/2010		65.00	
1226064	CommDev/CA admin code publication	Acct. No. 3366 D. James		07/31/2010		916.88	
120210 1	CommDev/annual membership	Acct. No. 3366 D. James		12/02/2010		75.00	
71014829	CommDev/HP officejet pro	Acct. No. 3366 D. James		12/09/2010		142.70	
080233	CommDev/fuel	Acct. No. 3366 D. James		12/14/2010		20.01	
9210621989	PD/alt office in a box armo	Acct. No. 3374 J. Kermode		12/09/2010		378.86	
67150499	PD/acc mntr/return/credit	Acct. No. 3374 J. Kermode		12/07/2010		-173.19	
3318346342	PD/vipernet wireless	Acct. No. 3374 J. Kermode		11/30/2010		24.95	
112610 CR	PD/lodging/credit	Acct. No. 3374 J. Kermode		11/26/2010		-182.97	
25374	PD/registration/NWTC	Acct. No. 3374 J. Kermode		12/16/2010		350.00	
1987194	PD/2011 update legislative manual	Acct. No. 3374 J. Kermode		12/13/2010		97.50	
5122	PD/IAPE	Acct. No. 3374 J. Kermode		12/15/2010		50.00	
380271	PD/membership renewal NAA	Acct. No. 3374 J. Kermode		12/15/2010		92.00	
112910	PD/Home Depot/christmas lights	Acct. No. 3374 J. Kermode		11/29/2010		154.01	
99514	Council/lodging	Acct. No. 3275 E. Grimes		12/20/2010		108.90	
121310	Council/lodging	Acct. No. 9585 S. Reed		12/13/2010		0.06	
073324	Wtr/parade supplies	Acct. No. 9309 J. Curry		12/02/2010		142.89	
112610	Wtr/blue tooth device	Acct. No. 9309 J. Curry		11/26/2010		32.46	

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
014904	Wtr/car wash	Acct. No. 9309 J. Curry	11/18/2010	6.00
071055	Wtr/car wash	Acct. No. 9309 J. Curry	11/30/2010	6.00
045185	Wtr/car wash	Acct. No. 9309 J. Curry	12/04/2010	8.00
120110	Wtr/Dell Optiplex 380 tower cpu	Acct. No. 9309 J. Curry	12/01/2010	1,697.84
371928	Arprt/HP wireless keyboard	Acct. No. 2516 T. Glasgow	12/02/2010	81.17
543292638	Arprt/wall file/card holder/pencil h	Acct. No. 2516 T. Glasgow	12/02/2010	55.03
112370	Arprt/monitor cartridge/o ring	Acct. No. 2516 T. Glasgow	11/30/2010	180.76
013096	Arprt/ge 40cup urn	Acct. No. 2516 T. Glasgow	12/07/2010	43.57
078498	Arprt/napkins/cutlery/plates/cokkies	Acct. No. 2516 T. Glasgow	12/08/2010	88.78
121610	Arprt/crate/xmas beads/conn/tre	Acct. No. 2516 T. Glasgow	12/16/2010	46.98
112610	RDA/membership renewal	Acct. No. 3366 D. James	11/26/2010	465.00
Check Total:				7,454.56

Check No: 32977	Check Date: 01/13/2011	Vendor: 3011	Verizon Wireless	
0937542587	PD/mobile broadband		01/27/2011	378.16
Check Total:				378.16
Report Total:				41,802.33

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 32978 122710	Check Date: 01/18/2011 PD/registration fee/Alexia Wood	Vendor: 3319	2011 CAPE Conference 12/27/2010	175.00
			Check Total:	175.00
Check No: 32979 071510 RI	Check Date: 01/18/2011 Business License Tax refund/overpymn	Vendor: 3260	La Quinta Inn Tehachapi 01/18/2011	550.00
			Check Total:	550.00
Check No: 32980 113010 2 112910 1 113010 3 13960 122010 20 11759	Check Date: 01/18/2011 GenGov/2 train ho GenGov/2 train ho GenGov/2 train ho GenGov/fuel Council/registration/League conferen Centennial Plaza/Control stanchion/c	Vendor: 2940 Acct. No. 9510 C. Kirk Acct. No. 9510 C. Kirk	U.S. Bank Corporate Payment Sy 11/30/2010 11/29/2010 11/30/2010 11/29/2010 12/20/2010 11/23/2010	-346.31 346.31 59.23 36.67 540.00 440.30
			Check Total:	1,076.20
Check No: 32981 60652 1 60652 2 60652 3	Check Date: 01/18/2011 Strts/Intrst/FacilityLease#CIEDB-01- Strts/Intrst/FacilityLease#CIEDB-01- Strts/Intrst/FacilityLease#CIEDB-01-	Vendor: 2044	Wells Fargo Bank, N.A. 01/01/2011 01/01/2011 01/01/2011	11,901.24 716.94 1,720.66
			Check Total:	14,338.84
			Report Total:	16,140.04

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33059	Check Date: 01/20/2011	Vendor: 2963	AT&T	
1990198	GenGov/City Hall		01/06/2011	506.17
1990201	GenGov/City Hall fax		01/06/2011	132.35
1990721	GenGov/108 Pinon fax		01/06/2011	15.28
1990203	PblcWrks/fax		01/06/2011	99.85
1998819	PD/T1 line		01/06/2011	303.75
1990999	PD/breathalyzer machine		01/06/2011	15.47
1991065	Depot/101 Teh blv		01/06/2011	45.48
1981596	Wtr/100 CommWay		01/02/2011	103.09
1990200	Swr/lift station		01/06/2011	15.47
1990199	Swr/office		01/06/2011	134.07
1990207	Swr/scada		01/06/2011	75.46
1990202	Arprt/awos		01/06/2011	15.17
1990204	Arprt/fuel sys		01/06/2011	15.47
Check Total:				1,477.08
Check No: 33060	Check Date: 01/20/2011	Vendor: 3187	CalPERS	
UNF-0797	Unfunded liability Safety Fire Plan		12/20/2010	175.00
Check Total:				175.00
Check No: 33061	Check Date: 01/20/2011	Vendor: 3270	EcoTierra Consulting	
002 RI	CmmDv/EIR final/Wal-Mart		11/10/2010	14,191.65
Check Total:				14,191.65
Check No: 33062	Check Date: 01/20/2011	Vendor: 0395	The Gas Company	
011011 3	PD/heating&ac/129 E F st		01/10/2011	440.02
011011 1	Wtr/heating&ac/100 CommWay		01/10/2011	118.91
011011 2	Arprt/heating&ac/409 Bryan ct		01/10/2011	157.35
Check Total:				716.28
Check No: 33063	Check Date: 01/20/2011	Vendor: 2695	Home Depot Credit Services	
7572851	GenGov/wreath/tree pick/6pc hook pk/		12/09/2010	122.96
0563774	GenGov/cam lock		12/06/2010	5.22
5027784	GenGov/bit/storm door		12/21/2010	202.54
5027830	GenGov/hdbd trim		12/21/2010	6.75
1012151	GenGov/foam tape/sill/threshold/drip		01/04/2011	61.72
8026000	PblcWrks/12ft pole/rake		12/08/2010	37.84
2564497	PblcWrks/hdposteye		12/14/2010	14.04
4991549	PblcWrks/eye bolts		12/22/2010	4.59
7026201	PblcWrks/key lock		12/09/2010	8.63
0592481	PblcWrks/2x6-10 gdf		12/16/2010	28.23
0991077	PblcWrks/93x32 panel/lag screws/brak		12/16/2010	420.12
3043181	PblcWrks/6v batteries		01/02/2011	8.60
1011521	PblcWrks/ballast		12/15/2010	27.79
7564113	PblcWrks/75a rvl/90wpar		12/09/2010	13.90
2026852	Lndscp/pvc solvent/primer		12/14/2010	9.33
4565026	Cnstrctn/ryobi		12/22/2010	105.71
4565027	PD/20x24x1 filt		12/22/2010	8.40
6042703	Depot/wire/hardware for Christmas tr		12/20/2010	29.60
9030476	Streets/25rapsetmort		12/07/2010	11.89
1102039	Streets/filter sys/return item		01/04/2011	-58.46
1029574	Streets/filter sys		01/04/2011	58.46
1102043	Streets/filter sys		01/04/2011	19.46
9025750	Centennial Plaza/2pc red		12/07/2010	2.13
4028003	Wtr/refill		12/22/2010	11.90
991063	Wtr/dusk timers		12/16/2010	10.79
991075	Wtr/1g cv clear		12/16/2010	7.98
564661	Wtr/50' husky/gfci wh		12/16/2010	64.26
3026659	Wtr/1/2 pvc cplg		12/13/2010	9.81
0025675	Swr/45gal latch		12/06/2010	18.38

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
9140917	Swr/hose caps/pife tape/bibb		12/07/2010	8.71
7042963	Swr/two knives		12/29/2010	25.64
7028786	Swr/dnspt ext/b elbow		12/29/2010	25.80
3026639	Swr/kneepads/14uvblkcb100		12/13/2010	45.36
1991005	Arprt/50' retr cord/30ft crd		12/15/2010	183.93
0025679	Arprt/swg slv/rope		12/06/2010	7.00
0563831	Arprt/breakers/con locknuts/fittings		12/06/2010	96.73
0563833	Arprt/1 1/2" hub		12/06/2010	9.52
9011165	Arprt/conduit/8 strthn500		12/07/2010	179.86
9030508	Arprt/8 strthn500		12/07/2010	509.21
8026010	Arprt/tank w/gas		12/08/2010	95.09
8563972	Arprt/ring termi		12/08/2010	2.53
8563974	Arprt/wire conn/stripmaster		12/08/2010	55.92
1026950	Arprt/insulation/pipe wrap/69 master		12/15/2010	37.13
8573891	Aprt/door mat/grnd clamp		12/28/2010	23.70
Check Total:				2,578.70

<u>Check No:</u>	<u>33064</u>	<u>Check Date:</u>	<u>01/20/2011</u>	<u>Vendor:</u>	<u>0372</u>	<u>Southern California Edison</u>	
0111111		Streets/1300 Goodrick dr #Z				01/11/2011	21.84
0112112		Wtr/1299 S Curry st				01/12/2011	1,778.56
0112113		Wtr/NW cor Anita/Dennison				01/12/2011	2,217.98
0112114		Wtr/126 S Snyder av				01/12/2011	610.43
0111115		Swr/755 Steuber Well				01/11/2011	133.19
0111116		Arprt/Dennison/S O Hwy 58				01/11/2011	156.69
0111117		Arprt/NE cor Teh airport				01/11/2011	21.84
0111118		LLD/115 Manzanita st				01/11/2011	22.77
0111119		LLD/209 E Highline rd PED				01/11/2011	23.30
01111110		LLD/1199 Canyon dr East				01/11/2011	22.57
01111111		LLD/1200 S Dennison				01/11/2011	21.99
01111112		LLD/1202 S Dennison				01/11/2011	24.07
01111113		LLD/1000 Canyon dr W				01/11/2011	22.57
Check Total:							5,077.80
Report Total:							24,216.51

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33068 122710	Check Date: 01/31/2011 PD/lodging/A. Wood	Vendor: 3328	Ayres Hotel & Suites Ontario 12/27/2010	187.84
			Check Total:	187.84
Check No: 33069 68730	Check Date: 01/31/2011 Airport/av fuel	Vendor: 2113	Fuel Controls, Inc. 01/19/2011	20,328.96
			Check Total:	20,328.96
Check No: 33070 020111 1 020111 2	Check Date: 01/31/2011 PD/meals allowance PD/mileage	Vendor: 3284	Alexia Wood 01/31/2011 01/31/2011	65.00 135.42
			Check Total:	200.42
			Report Total:	20,717.22

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33071 2008772	Check Date: 02/01/2011 PD/subscriber access line	Vendor: 2963 AT&T	01/13/2011	177.77
			Check Total:	177.77
Check No: 33072 070810 RI	Check Date: 02/01/2011 Deposit balance refund	Vendor: 3329 FAS-AHM Utilities, LLC	02/01/2011	131.44
			Check Total:	131.44
Check No: 33073 68797	Check Date: 02/01/2011 Arprt/av fuel	Vendor: 2113 Fuel Controls, Inc.	01/25/2011	14,497.85
			Check Total:	14,497.85
Check No: 33074 0114111	Check Date: 02/01/2011 GenGov/heating&ac/108 Pinon	Vendor: 0395 The Gas Company	02/08/2011	164.96
			Check Total:	164.96
Check No: 33075 012411 1 012411 2	Check Date: 02/01/2011 Council/meal allowance/ACCAP & Leagu Council/mileage/ACCAP & League of	Vendor: 1822 Ed Grimes	01/24/2011 01/24/2011	67.24 336.60
			Check Total:	403.84
Check No: 33076 0126111 0126112 0126113 0122114 0120115 0120117 0120118 0120112 0120113 0120116 0122115 0128116 0128117 0128118 0128119 01261120 01261121 01181122 01281123 01281124 01281125 01271127 01201110 01201111 01281126 01201114 01271128 01271129 0120119 01261130 01261131 01261132 01261133 01201134 01201135 01201136 01201137 01261138	Check Date: 02/01/2011 GenGov/109 E Teh blv GenGov/111 W I st GenGov/1125 Capital Hills GenGov/311 E D st GenGov/115 S Robinson st GenGov/303 E D st GenGov/108 Pinon st PblcWrks/800 Enterprise PblcWrks/800 Enterprise shop PD/129 E F st City Parks/114 S Green Strts/Teh bl W/O Green Strts/103 Teh bl Strts/101 Teh bl #B Strts/110 S Mill st Strts/209 1/2 E Teh bl Strts/333 1/2 E Teh bl Strts/800 Curry A Strts/Curry/D st/Billing Correction Strts/Curry/D st Strts/Curry/D st Traffic signal/801 Mountain View av Wtr/100 CommWay Wtr/101 CommWay Wtr/358 E D st Swr/800 Enterprise Swr/800 Enterprise Swr/880 Enterprise Arprt/314 N Hayes st #B Arprt/409 Bryan ct Arprt/314 N Hayes st PAPI Arprt/314 N Hayes st #50 Arprt/West end Teh airport Arprt/314 N Hayes st Arprt/9999 1/2 Hayes Arprt/316 S Mojave st Arprt/Teh airport 4 Arprt/314 N Hayes st #G3	Vendor: 0372 Southern California Edison	01/26/2011 01/26/2011 01/26/2011 01/22/2011 01/20/2011 01/20/2011 01/20/2011 01/20/2011 01/20/2011 01/20/2011 01/22/2011 01/28/2011 01/28/2011 01/28/2011 01/28/2011 01/26/2011 01/26/2011 01/18/2011 01/28/2011 01/28/2011 01/28/2011 01/27/2011 01/20/2011 01/20/2011 01/28/2011 01/20/2011 01/27/2011 01/27/2011 01/20/2011 01/26/2011 01/26/2011 01/26/2011 01/26/2011 01/20/2011 01/20/2011 01/20/2011 01/20/2011 01/20/2011 01/26/2011	68.84 57.61 24.02 91.01 702.47 32.39 18.97 85.04 68.09 758.38 174.55 15.97 126.81 247.41 179.68 24.02 259.81 42.98 -132.65 15.97 15.97 47.30 149.08 94.85 714.00 384.52 5,410.81 2,133.25 248.04 475.75 46.78 24.17 24.17 50.48 81.62 45.88 15.30 36.46

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
01261139	Arprt/314 N Hayes st		01/26/2011	190.17
01221140	LLD/318 E E st		01/22/2011	102.56
01251141	LLD/329 1/2 D st		01/22/2011	111.84
Check Total:				13,264.37
Check No: 33077	Check Date: 02/01/2011	Vendor: 0433	Tehachapi Recycling, Inc.	
01032011	Recycling contract		01/31/2011	13,251.36
Check Total:				13,251.36
Check No: 33078	Check Date: 02/01/2011	Vendor: 0434	Tehachapi Sanitation	
01012011	Kern County gate fees		01/31/2011	12,411.18
01222011	Refuse contract		01/31/2011	62,291.13
Check Total:				74,702.31
Check No: 33079	Check Date: 02/01/2011	Vendor: 0426	Tehachapi-Cummings County Wate	
1933200	123110 Wtr/service chg/Henway		01/05/2011	4.50
35326300	123110Wtr/service chg/Chemtool		01/05/2011	4.50
8893600	Wtr/service chg/wtr usage/Benz sanit		01/05/2011	131.15
287.046	123110 Wtr/service chg/TUSD		01/05/2011	4.50
23171000	123110LLD/service chg/Warrior Park		01/05/2011	4.50
408320	123110 LLD/service chg/Median		01/05/2011	4.50
10807500	123110LLD/service chg/Landscaping		01/05/2011	4.50
Check Total:				158.15
Report Total:				116,752.05

CITY OF TEHACHAPI

BANK ACCOUNT BALANCE AND INVESTMENT

			MONTH END BANK STATEMENT BALANCE					
<u>BANK ACCOUNTS</u>	<u>Institution</u>	<u>Acct#</u>	<u>7/31/2010</u>	<u>8/31/2010</u>	<u>9/30/2010</u>	<u>10/31/2010</u>	<u>11/30/2010</u>	<u>12/31/2010</u>
General Checking	Bank of the Sierra	21002-06457	308,388.08	287,854.12	452,548.24	300,516.21	564,610.50	1,529,812.49
Water Deposit Trust	Bank of the Sierra	21002-08503	91,857.38	95,507.38	91,306.75	93,956.75	81,946.75	83,566.75
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,296.90	87,315.81	87,332.55	87,349.29	87,365.43	87,378.53
AD 89-3	Bank of the Sierra	21002-81054	3,360.08	1,850.38	1,850.38	49,752.12	49,757.92	45,071.69
RDA Checking	Bank of the Sierra	21002-18650	22,059.57	22,061.56	22,063.21	22,064.86	22,066.51	22,068.16
Payroll	Bank of the West	709-031215	49,875.41	49,853.01	49,844.01	49,796.81	51,621.61	49,752.41
AFLAC Flex Spending	Bank of the West	709-039747	10,093.91	9,731.88	10,769.79	10,825.17	11,704.84	12,489.14
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	31,751.13	57,011.35	38,392.15	55,040.16	25,430.02	37,626.28
Ashtown Water Escrow	Bank of the West	CD 709-000-855969	101,872.88	101,872.88	106,148.99	106,148.99	106,148.99	106,148.99
COP 2000	Bank of New York	355977/355979	399,000.00	399,000.00	399,000.00	1,028,355.00*	0.00*	0.00
1994/2004 Refunding Bond	Bank of New York	324238/324239	0.00	0.00	0.00	186,478.13	0.00	0.00
RDA 2005 Bond Reserve	IXIS Funding Corp	G01230-004/001	574,590.00	574,590.00	574,590.00	574,590.00	574,590.00	574,590.00
CFD 90-1	Union Bank	67170669300-308	95,138.45	108,210.18	83.58	83.58	83.58	83.58
RDA Bond Escrow 2007	Bank of New York	870951/52/53/54	615,401.65	615,401.65	615,401.65	615,401.65	1,000,775.40	615,401.65
RDA 2005 Debt Serv Pmt Accts	Bank of New York	870711-16	16,077.32	16,077.32	16,077.32	16,077.32	3,264.28	3,552.21
LAIF	State of California	98-15-914	11,200,969.58	11,010,969.58	11,010,969.58	9,205,256.05	8,505,256.05	9,755,256.05
Total Funds in Banks			13,607,732.34	13,437,307.10	13,476,378.20	12,401,692.09	11,084,621.88	12,922,797.93
 INVESTMENTS								
Federal Farm Credit Bank	BNY-Fed. Farm Credit Bank (1)	7621499	0.00	0.00	0.00	0.00	0.00	0.00
Short Term Investments	BNY-Dreyfus Inst'l Res Treas (3A)	870586	0.00	1,006,500.00	1,006,500.00	1,006,500.00*	0.00	0.00
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	1,125.91	2,209.04	3,267.08	10,221.03	14,734.47	3,643.17
Various Govt. Securities	Morgan Stanley (2)	117-067378-235	1,010,005.25	1,010,005.25	1,010,005.25	1,010,005.25	1,010,005.25	1,030,000.00
Various Certificates of Deposit	Morgan Stanley (2)	117-067378-235	1,166,936.35	1,166,936.35	1,166,936.35	1,166,936.35	1,166,936.35	1,166,936.35
Federal Hm Ln Bank/Fannie Mae	BNY-Custodian (3)	870586	2,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,010,625.00	1,010,625.00
* Loaned to Wtr/Swr to pay-off COP2000								
Total Investments			4,178,067.51	4,185,650.64	4,186,708.68	4,193,662.63	4,567,901.07	4,576,804.52
 TOTAL PORTFOLIO			 17,785,799.85	 17,622,957.74	 17,663,086.88	 16,595,354.72	 15,652,522.95	 17,499,602.45

Note:

Investmt (2) Maturity dates 5/24/13; 12/30/13, Int. Rate 1.40% & 1.00%, Call Date 5/24/11 & 3/30/11

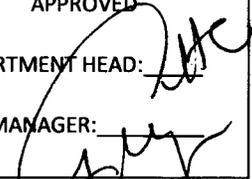
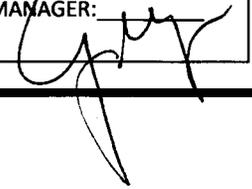
Investmt (3) Maturity dates 5/19/14 & 5/21/15, Int Rate 2.6% & 2.125%, Call 8/19/10 & 11/21/12

Investmt (4) Maturity dates 12/30/13, Int Rate 1.00% & 1.678%, Call 3/30/11

COUNCIL REPORTS

AGENDA SECTION: FINANCE DIRECTOR

MEETING DATE: February 7, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR VERNON AND COUNCIL MEMBERS

FROM: Hannah Chung, Finance Director

DATE: February 7, 2011

SUBJECT: Investment Policy

BACKGROUND

California Government Code Section 53646(a) requires council members to review and approve the Investment Policy each year. Staff has reviewed the current policy and felt that no change is necessary.

OPTIONS

1. Approve the existing investment policy without any changes.
2. Make change(s) to the existing investment policy.

RECOMMENDATION

Approve the existing investment policy without any changes and adopt the resolution.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF TEHACHAPI ADOPTING AN
INVESTMENT POLICY AND REPEALING
RESOLUTION NO. 38-09**

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Sections 53600.6 and 53630.1; and

WHEREAS, the legislative body of a local agency may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of California Government Code Sections 5921, 16249.1 and 53600 et seq.; and

WHEREAS, the Treasurer of the City of Tehachapi shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the City Council at a public meeting in accordance with the provisions of California Government Code Section 53646(a).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tehachapi as follows:

1. That the Investment Policy, as contained in Exhibit "A" attached hereto and made a part hereof, is adopted.
2. That Resolution No. 38-09 is hereby repealed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi this 7th day of February, 2011 by the following vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

ED GRIMES, Mayor
of the City of Tehachapi, California

ATTEST:

DENISE JONES
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on February 7, 2011.

DENISE JONES
City Clerk of the City of Tehachapi, California

EXHIBIT A

CITY OF TEHACHAPI INVESTMENT POLICY

1. **POLICY:**

It shall be the policy of the City of Tehachapi to invest funds in the manner which will:

- (a) Provide the maximum security while meeting the daily cash flow demands of the City and achieve a return on investment; and
- (b) Conform to all statutes governing the investment of City of Tehachapi funds.

2. **SCOPE:**

This investment policy applies to all financial assets of the City of Tehachapi as identified in the City's audited Annual Financial Report, with the exception of those financial assets governed by bond indentures or bond resolutions. The following is a list of funds included:

- (a) General Fund
- (b) Special Revenue Funds
- (c) Capital Projects Funds
- (d) Enterprise Funds
- (e) Redevelopment Agency Fund
- (f) Low and Moderate Income Housing Fund
- (g) Special District Funds

3. **PRUDENCE:**

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (CGC S53600.3) and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4. **OBJECTIVES:**

As specified in CGC S53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives, in priority order, of the investment activities will be:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City of Tehachapi shall be undertaken in a manner that seeks to ensure the preservation of principal.
2. **Liquidity:** The investment portfolio shall remain sufficiently liquid to enable the City of Tehachapi to meet all operating requirements which might be reasonably anticipated.
3. **Return on Investments:** The investment portfolio shall be designed to attain a return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

5. **DELEGATION OF AUTHORITY:**

Authority to manage the investment program is derived from California Government Code Sections 53600, et seq. Management responsibility for the investment program is hereby delegated to the Treasurer (CGC S53607), who shall establish procedures for the operation of the investment program consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. Under the provisions of the California Government Code Section 53600.3, the persons authorized to make investment decisions on behalf of the City of Tehachapi are trustees and fiduciaries subject to the prudent investor standard.

6. **ETHICS AND CONFLICTS OF INTEREST:**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict or appear to conflict with the proper execution of the investment policy, or which could impair their ability to make impartial investment decisions.

7. **AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS:**

The Treasurer will maintain a list of financial institutions, selected on the basis of credit worthiness, financial strength, experience and minimal capitalization authorized to provide investment services. In addition, a list

will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.

For brokers/dealers of government securities and other investments, the Treasurer shall select only brokers/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commissions, the National Association of Securities Dealers or other applicable self-regulatory organizations. Before engaging in investment transaction with a broker/dealer, the Treasurer shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for the City of Tehachapi's account with that firm has reviewed the City of Tehachapi's Investment Policy and that the firm understands the policy and intends to present investment recommendations and transactions to the City of Tehachapi that are appropriate under the terms and conditions of the Investment Policy.

8. AUTHORIZED AND SUITABLE INVESTMENTS:

The City of Tehachapi having money in a sinking fund or surplus money in its treasury not required for the immediate necessities of the City may invest any portion of the money that it deems wise or expedient in those investments set forth below as empowered by California Government Code Sections 16249.1, 53601 and 53635 (as further restricted by the City of Tehachapi):

- A. United States Treasury Bills, Notes and Bonds.
- B. Local Agency Investment Fund administered by the California State Treasurer (LAIF).
- C. Obligations issued by Agencies or Instrumentality of the US Government.
- D. Negotiable Certificates of Deposit issued by federally or state chartered banks or associations. Not more than 30% of surplus funds can be invested in certificates of deposit.
- E. Shares of beneficial interest issued by diversified management companies (Money Market Mutual Funds) investing in the securities and obligations authorized by CGC S53601 et seq. Such Funds must carry the highest rating of at least two of the three largest national rating agencies. Not more than 15% of surplus funds can be invested in Money Market Mutual Funds.
- F. Funds held under the terms of a Trust Indenture, or other contract, or agreement may be invested according to the provisions of those indentures or agreements.

Also, see CGC S53601 for a detailed summary of the limitations and

special conditions that apply to each of the above listed investment securities. CGC S53601 is included by reference in this investment policy except as further restricted by the City of Tehachapi.

Prohibited Investments: Under the provisions of CGC S53601.6 and S53631.5, the City of Tehachapi shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips that are derived from a pool mortgages or any security that could result in zero interest accrual if held to maturity.

9. MAXIMUM TERM TO MATURITY:

No investment shall be made which, at the time of the investment, has a term remaining to maturity in excess of five years. The City Council may grant express authority to make an investment either specifically or as a part of an investment program that exceeds the five-year maximum, as long as that authority is granted no less than three months prior to the investment.

10. COLLATERALIZATION:

All certificates of deposits must be collateralized by U.S. Treasury Obligations. Collateral must be held by a third party trustee and valued on a monthly basis.

11. SAFEKEEPING AND CUSTODY:

All security transactions entered into by the City of Tehachapi shall be conducted on delivery-versus-payment (DVP) basis. All securities purchased or acquired shall be delivered to the City of Tehachapi by book entry, physical delivery, or by third party custodial agreement as required by CGC S53601.

12. DIVERSIFICATION:

The City of Tehachapi will diversify its investments by security type and institution. Investments shall be diversified to eliminate the risk of loss resulting from over concentration of investments in a specific maturity, a specific issuer (except the U.S. Treasury) or a specific class of securities. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

- (a) Investment maturity dates shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.
- (b) Maturities selected shall provide for stability of income and liquidity.
- (c) Disbursement and payroll dates shall be covered through investment maturities,

marketable U.S. Treasury bills or other cash equivalent instruments such as money market mutual funds.

Note: Investments in LAIF shall be deemed as meeting the diversification requirement.

13. **REPORTING:**

In accordance with CGC S53646(b)(1), the Treasurer shall submit to each member of the City Council and the City Manager a quarterly investment report. The quarterly report shall be submitted within 30 days following the end of the quarter covered by the report. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for the City of Tehachapi by third party contracted managers. The report will also include the source of the portfolio valuation. As specified in CGC S53646(e), if all funds are placed in LAIF, FDIC-insured accounts, in a county investment pool or any combination of these, the foregoing report elements may be replaced by copies of the most recent statements from such institutions. The report must also include a statement that (1) all investments are in full compliance with the Investment Policy, with any exception disclosed and, (2) the City of Tehachapi will meet its expenditure obligations for the next six months, as required by CGC S53646 (b)(2) and (3) respectively. The Treasure shall assure that a complete and timely record of all investment transactions is maintained.

14. **INVESTMENT POLICY ADOPTION:**

The Investment Policy shall be adopted by resolution of the City of Tehachapi. Moreover, the Policy shall be reviewed at a public meeting on an annual basis, and all modifications must be approved by the City Council.

NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT

(Tehachapi Airport) Suite __13W__

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this 7th day of February, 2011, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and James S. and Barbara J. Wilhelm, hereinafter referred to as "LESSEE".

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **PREMISES:**

LESSOR does hereby demise and lease to LESSEE, and LESSEE hereby hires from LESSOR, those certain premises situated in the City of Tehachapi, County of Kern, State of California, hereinafter referred to as the "premises" or "demised premises", and more particularly delineated on Exhibit A, attached hereto and by this reference made a part hereof.

2. **TERM:**

The term of this Lease shall be for 20 years, commencing on February 1, 2011, and terminating on February 28, 2031 (the "Initial Term"). LESSEE is hereby granted option to renew the LEASE for an additional term of five years from the expiration of the Initial Term, and for a second additional term of five years, provided LESSEE gives LESSOR written notice of LESSEE'S exercise of its option to do so no more than 180 days and no less than 30 days prior to the expiration of the Initial Term or the first additional term, whichever applies. In the event LESSEE exercises its option to renew the Lease, the renewal shall be on the same terms and conditions as described in this Lease except for rental and as to the rental to be charged, same shall be calculated based on the rental rate or rental formula then in effect by the LESSOR for new noncommercial hangar ground leases. In addition, the rental terms for the renewal period shall include requirements for such increases as is then required by the LESSOR for new noncommercial hangar ground leases.

3. **HOLDING OVER:**

In the event LESSEE shall hold over after the term herein granted with the expressed or implied consent of LESSOR, such holding over shall be a tenancy only from month to month at twice the rental rate then charged for noncommercial hangar ground leases; provided, however,

that if LESSEE is otherwise in default under this Lease at the time of holding over, nothing herein shall expressly or impliedly cure the default and LESSOR shall have all rights to remedy the default in addition to all rights to the increased monthly rental provided for herein.

4. RENTAL CONSIDERATION:

As and for rental, LESSEE agrees to pay to LESSOR, the sum of \$80.85 per month payable in advance on the first day of each month commencing February 1, 2011. On February 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-Anaheim-Riverside CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year. LESSOR shall notify LESSEE in writing of said rental increase/decrease prior to February 1. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date. Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

5. INTEREST:

If the payments required herein are not paid within fifteen (15) days after they become due, then, in addition to such sums are due, LESSEE shall also pay interest at the rate of ten percent (10%) per month on the unpaid balance or portion thereof, until paid in full.

6. PURPOSE; NUISANCE:

(a) The demised premises shall be used by the LESSEE for one or more of the following purposes: aircraft storage, maintenance, repair, restoration, and for the construction of aircraft to be certified in the experimental category; provided that such aircraft are owned or leased by LESSEE or partnership or other business association approved by the City Manager or designated representative in which LESSEE is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by LESSOR pursuant to Paragraph 24; and provided further, that LESSEE shall conduct no activity for profit or commercial purpose under this lease.

(b) LESSEE shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of LESSOR or any

tenant of LESSOR on adjacent or neighboring property. LESSEE shall abate or cure any nuisance on the demised premises or for which LESSEE is responsible within ten (10) days after written notice thereof from LESSOR. In the event LESSEE has not taken corrective action within ten (10) days, LESSOR may take any action necessary to abate or cure such condition at LESSEE'S sole cost and expense, without further written notice and LESSOR shall have no liability to LESSEE therefore nor for any damages to the premises or to the hangar or to property therein or thereon. Notwithstanding the foregoing, if any such nuisance creates, in LESSOR'S reasonable determination, a condition immediately hazardous to health or safety, LESSOR may immediately, without written notice to LESSEE, enter the premises to abate or cure the condition at LESSEE'S sole cost and expense and LESSOR shall have no liability to LESSEE therefore nor for any damage to the premises or to the hangar or to property therein or thereon.

(c) The use of combustible chemicals or cleaning solvents, stripping or painting, or welding or repair to any aircraft on the demised premises are allowed only to the extent permitted under all applicable federal, state and local regulation governing the use of hazardous materials and equipment, and only in a manner consistent with such regulation.

7. CONDITION OF PREMISES:

LESSEE has inspected the demised premises and knows the extent and condition thereto and accepts same in its present condition, as is, subject to and including all defects, latent and/or patent.

8. SAFETY:

Any area that is within the control of the LESSEE at the airport shall be kept clear of accumulation of oil, grease, fuel, trash and debris which are potential fire, environmental, or safety hazards, and LESSEE shall comply with all local, state and federal laws, statutes, rules and regulations with regard thereto.

9. ALTERATIONS:

LESSEE shall not construct any improvements or make any alterations of any kind (whether permanent or otherwise) on the demised premises without the written consent of the City Manager or designated representative first being obtained..

10. SIGNS:

LESSEE shall not construct or place or permit to be constructed or placed, signs,

awnings, marquees, or other structures projecting from the exterior of the premises without LESSOR'S prior written consent thereof. LESSEE further agrees to remove signs, displays, advertisements, or decorations it has placed or permitted to be placed on the premises, which, in LESSOR'S opinion are offensive or otherwise objectionable. If LESSEE fails to remove such signs, displays, advertisements or decorations within ten (10) days after having received written notice to remove same from LESSOR, LESSOR reserves the right to re-enter the premises and remove them at LESSEE'S expense.

11. UTILITY EXTENSION OR MODIFICATION:

LESSEE shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing facilities or any modification of same.

12. UTILITIES:

LESSEE agrees to pay during the term of this Lease, or any holding over, all utilities used by LESSEE. The term "utilities" as used herein shall include, but is not limited to, gas, electricity, water, sewer, telephone, and trash and refuse disposal service.

13. MAINTENANCE:

LESSEE agrees to provide maintenance, repair, and upkeep on any structures situated on the demised premises and any grounds around the structures in a good, clean, sanitary, and safe condition.

14. FAILURE TO REPAIR:

In the event LESSEE shall fail, neglect, or refuse to commence the repair or maintenance work required herein within ten (10) days after receipt of a written notice service by LESSOR, or in the event that LESSEE fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, LESSOR may perform or cause to be performed such repair or maintenance work and add the cost thereof to the installments of rent due for this Lease as a charge to LESSEE.

15. SALE OR REMOVAL OF IMPROVEMENTS:

(a) Unless otherwise agreed upon by the parties hereto, if LESSEE desires to sell or otherwise transfer any or all buildings, hangars and other improvements (the "Improvements") made to or constructed and placed on the premises during or prior to the term of this Lease, or any extensions thereof, LESSOR shall have a right of first refusal (the "Right of First Refusal")

to purchase the improvements and the LESSEE shall give LESSOR a notice in writing at least thirty (30) days before such sale or transfer of the terms of same (the "Lessee Notice"). Any sale or transfer or agreement to sell or transfer the Improvements without LESSEE first complying with the requirements of LESSOR'S Right of First Refusal shall be void and, in addition thereto, shall constitute a breach and material default of this Lease. If LESSEE has received an offer to purchase the Improvements that LESSEE is prepared to accept, the Lessee Notice shall contain a complete copy of the offer (the "Offer"), or if LESSEE does not have any such Offer but nevertheless wishes to sell or transfer the Improvements to a third party, the Lessee Notice shall include all of LESSEE'S terms and conditions for such sale or transfer. Lessor's Right of First Refusal to purchase the Improvements shall be under the same terms and conditions as described in the Lessee Notice. The Lessee Notice shall be personally delivered or mailed to LESSOR by registered mail, return receipt requested. LESSOR shall have thirty (30) days from receipt of the Lessee Notice in which to exercise its Right of First Refusal (the "Exercise Period"). If LESSOR wishes to exercise its Right of First Refusal, LESSOR shall do so in writing to LESSEE prior to expiration of the Exercise Period, provided however that if the Exercise Period terminates on a weekend or holiday, the Exercise Period shall be extended to 11:59 p.m. (California time) on the next business day thereafter. In the event LESSOR exercises its Right of First Refusal, LESSOR shall complete the purchase of the Improvements within a reasonable time thereafter. If LESSOR does not exercise its Right of First Refusal, LESSEE shall have the right, only for the next sixty (60) days, to complete the sale or transfer of the improvements to the offer or of the offer, or, if none, to any other third party under the same terms and conditions as described in the Lessee Notice, provided however that if the sale or transfer is not completed within sixty (60) days of the expiration of the Exercise Period or if the terms and conditions of the sale or transfer are modified, then LESSOR'S Right of First Refusal shall be revived and LESSEE shall once again give LESSOR the Lessee Notice containing the terms and conditions or, if applicable, the revised terms and conditions of the sale or transfer and LESSOR shall have all rights with regard thereto previously described herein. LESSEE shall not place a lien or otherwise encumber the Improvements as part of any sale or transfer without LESSOR'S prior written consent, which consent may be denied or conditioned in LESSOR'S sole and absolute discretion. If a sale is completed during the term of this Lease, no assignment or subletting of this Lease or of the premises shall occur without compliance with

Paragraph 24 and, additionally, LESSOR shall have the right to increase the rental to the rental then being charged by LESSOR for new noncommercial hangar ground leases as then determined by LESSOR. Notwithstanding the foregoing, if the purchaser of the Improvements requests a new Lease, LESSOR may, in LESSOR'S sole and absolute discretion, enter into a new Lease with the purchaser.

(b) If at the termination of this Lease a new Lease has not been entered into by the parties or their successors, then LESSEE shall remove the Improvements and all fixtures and contents therein no later than 30 days after the expiration of the Lease Term without unnecessary damage to the premises and during the 30 day period after expiration of the Lease Term LESSEE shall pay rental to Lessor as a holdover tenant pursuant to Paragraph 3 of this Lease. If LESSEE does not effect such removal, LESSOR shall have the right to do so and LESSEE shall be obligated to LESSOR for the costs thereof; provided, however, that all right, title and interest in and to the Improvements without their removal may be acquired by LESSOR upon terms and conditions mutually agreeable to both LESSOR and LESSEE. Notwithstanding the foregoing, if LESSEE has failed to effect the removal as required herein and LESSOR and LESSEE have not agreed upon the terms by which LESSOR would acquire the Improvements, LESSEE shall be in breach of this Agreement and LESSOR shall have all rights described in Paragraph 28 of this Lease with regard thereto.

16. **COMPLIANCE WITH LAW:**

LESSEE shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future, of the national, state, county, or city governments which may in any way apply to the use, maintenance, or occupation of, or operations on the demised property.

17. **RIGHT OF INSPECTION:**

LESSOR shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and LESSEE'S operations thereon. LESSOR reserves all rights in and with respect to the premises, not inconsistent with LESSEE'S use of the premises as in the Lease provided, including (without limiting the generality of the foregoing) the right of LESSOR to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as LESSOR may

deem desirable in connection with the development or use of the demised premises or any other property on the airport or in the neighborhood of the premises. LESSOR shall compensate LESSEE for any and all damage to LESSEE'S improvements and personal property caused by the exercise of the rights reserved in this paragraph.

18. **INDEMNIFICATION:**

LESSEE agrees to indemnify, defend (upon request by the LESSOR) and save harmless the LESSOR, its Council persons, agents, officers and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, actions, and damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the LESSEE'S use, occupancy and/or operation of the demised premises during the term of this Lease or any holding over, and (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

19. **WORKERS COMPENSATION:**

LESSEE agrees to observe and obey the Workers' Compensation Act of the State of California as from time to time amended, and will indemnify and save and hold harmless LESSOR from any and all liability hereunder.

20. **LIABILITY INSURANCE:**

LESSEE, in order to protect LESSOR, its agents, officers and employees, against all claims and liability for death, injury, loss, and damage as a result of LESSEE'S use, occupancy and/or operation of the demised premises or in a connection therewith, shall secure and maintain in force during the entire term of this Lease and covering all LESSEE'S operations and activities on the airport, a Comprehensive General Liability insurance policy in the amount of \$ 500,000 with a reliable insurance carrier approved by the City and authorized to do such public liability and property damage insurance business in the State of California. Said policies of insurance:

(a) shall expressly name LESSOR, Council persons, agents, officers, and employees as additional insured; and

(b) shall be primary insurance as regards any other valid and collectible insurance LESSOR possesses, and any other insurance that LESSOR may possess shall be considered excess insurance only: and

(c) shall contain a Severability of Interest or cross liability clause, which is to say, such policy shall act as though a separate policy were written for each insured and additional named insured in the policy; and

(d) shall not be subject to cancellation and/or coverage reduction without thirty (30) day's prior written notice to LESSOR.

Within ten (10) days from the date of the Lease, LESSEE shall file with the City Manager a duly certified Certificate of Insurance evidencing that the hereinabove mentioned public liability and property damage (and hangar-keeper liability, where applicable) provisions have been complied with, and setting forth that LESSOR, its councilpersons, agents, officers, and employees are named as additional insured. In the event that LESSEE shall fail to obtain or thereafter maintain such policies or to furnish evidence thereof to LESSOR, LESSOR may, in LESSOR'S sole discretion, (1) procure the same, pay the premium therefore, and collect same with the next payment of rental due from LESSEE, or (2) terminate this Lease pursuant to Paragraph 28 hereof.

21. TAXES AND ASSESSMENTS:

LESSEE agrees to pay all taxes and/or assessments levied by any governmental agency upon any interest acquired by LESSEE under the terms of this Lease. Providing further, that LESSEE is aware that certain possessory interests may be created by entering into this Lease and that LESSEE will be subject to the payment of property taxes levied on such interests.

22. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:

This Lease shall be subordinate to the provisions and requirements of any existing or future agreements between the LESSOR and the United States relative to the development, operation or maintenance of the Airport.

23. AERONAUTICAL RESTRICTIONS:

(a) There is hereby reserved to LESSOR for the use and benefit of the public a right of flight for the passage of aircraft in the air space above the surface of the demised premises. This public right of flight shall include the right to cause in said air space any noise inherent in the lawful operation of any aircraft used for navigation or flight through the said air

space or landing at, taking off from, or operation on the Tehachapi Airport.

(b) LESSEE shall not erect or permit the erection of any structure, building, or object of natural growth or other obstructions on the demised premises above the maximum elevation permitted by the Federal Aviation Administration. In the event the aforesaid covenant is breached, same shall be deemed a nuisance and a material breach of this Agreement and City shall have all rights described under Paragraph 6 (b) to abate the nuisance and City shall have all other rights and remedies available at law or in equity.

(c) LESSEE shall not make use of the demised premises in any manner, which might interfere with lawful air navigation and communication, the landing or taking off of aircraft from Tehachapi Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, LESSOR reserves the right to enter on the demised premises and cause the abatement of such interference at the expense of LESSEE.

(d) LESSOR reserves the right to further develop or improve the landing area at the Tehachapi Airport as it sees fit regardless of the desires or views of LESSEE, and without interference or hindrance.

(e) LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area at the Tehachapi Airport and all publicly owned facilities at the airport, together with the right to direct and control all activities of the LESSEE in this regard. Provided, however, that in the event of the taxiways or runways at the airport are determined to be unfit for aeronautical use by the Federal Aviation Administration or by LESSOR or by the Aeronautical Division of the California Department of Transportation, or the airport ceases to be operated as an airport, then this Lease may be terminated by LESSEE, at its option, by its giving of at least thirty (30) days written notice thereof LESSOR.

(f) Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

24. **SUBLETTING:**

(a) LESSEE shall not assign this Lease or sublet the premises, or any part thereof, without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld but may be reasonably conditioned to include but not be limited to the following:

(i) Any assignment or sublease shall be in writing and shall provide that the assignee or subleasee shall agree to and be bound by all of the terms and conditions of the

Lease;

(ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 20, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and

(iii) A rental adjustment, which shall be, based on the rental then in effect by LESSOR for new noncommercial hangar ground leases.

(b) In the event of an attempted assignment or subletting in violation of the foregoing provisions, then in addition to any and all other rights and remedies available to it, the LESSOR may, at its option, by written notice to the LESSEE, either (1) declare such sublease, assignment, transfer, mortgage, or other conveyance void, or (2) terminate this Lease and all rights and interest of LESSEE and all other persons hereunder pursuant to Paragraph 28. Any consent by the LESSOR to any assignment or sublease, shall not be deemed, or construed as a consent to any different or subsequent assignment or sublease. The remedies available herein are cumulative with all other remedies available under this Lease or at law or in equity and the exercise of any remedy herein or under this Lease or at law or in equity shall not prevent the exercise of any other remedy provided herein or in this Lease or at law or in equity.

25. **RIGHT OF INGRESS AND EGRESS:**

LESSEE shall have the reasonable right-of-way over property owned and controlled by LESSOR for ingress thereto and egress there from for pedestrian, vehicular, and air travel, together with the right to use in common with other LESSEE'S or licenses or LESSOR the airplane landing field adjacent to the demised premises. None of these rights are exclusive but shall be exercised in common with and subject to possible similar rights of other users of the airport. All the forgoing is subject to such reasonable rules and regulations as the LESSOR or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

26. **BANKRUPTCY:**

In the event that (a) LESSEE shall file a voluntary petition in bankruptcy or shall be adjudged a bankrupt in any voluntary bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of LESSEE shall be instituted by anyone other

than LESSEE under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for LESSEE, or any lien or any writ of attachment, garnishment, execution or distraint shall be levied upon any LESSEE'S rights or interest under this Lease; or (d) there shall be any other assignment of any LESSEE'S rights or interests under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, LESSOR may, at its option by written notice to LESSEE, terminate this Lease and all rights and interest of LESSEE and all other persons under this Lease. The term "LESSEE", as used in this paragraph, includes any individual, partnership, or corporation who is a LESSEE hereunder, even though several individuals, partnership, or corporations are such, and includes each partner of any partnership, which is LESSEE hereunder.

27. WAIVER OF BREACH:

The waiver by LESSOR of any breach by LESSEE of any provision contained herein shall not be deemed to be a continuing waiver of such provision, or a waiver of any other prior or subsequent breach thereof, or a waiver of any breach of any other provisions contained herein.

28. BREACH:

(a) In the event of a breach by LESSEE of any term, condition, or agreement herein contained, LESSEE shall have 30 days to cure the breach after written notice has been given to LESSEE by LESSOR, provided however that if any such breach cannot be reasonably cured within 30 days of such notice, then LESSEE shall have commenced reasonable efforts to cure same within said period. In the event of LESSEE'S failure to cure or commence the cure of any such breach within 30 days this Lease and all privileges herein granted shall be terminated and be of no further force or effect, and LESSEE shall immediately surrender to LESSOR possession of the premises, and in addition to all other remedies available to LESSOR hereunder or at law or equity, LESSOR shall have the remedies either to remove the Improvements on the premises at the expense of LESSEE or retain the Improvements and to thereafter be the sole and exclusive owner of same. Notwithstanding the foregoing, in the event LESSEE allows a nuisance to exist on the premises as described in Paragraph 6 of this Lease, LESSEE shall abate the nuisance as required therein, and nothing herein shall be deemed to waive or modify the requirements and remedies described in Paragraph 6. Providing further, that in the event LESSEE breaches this Lease and abandons the property before the end of the

term, if LESSEE'S right to possession is terminated by LESSOR because of breach of this Lease, LESSOR shall have the right to recover damages from LESSEE as provided in the State of California Civil Code Section 1951.2.

(b) In the event of a breach by LESSOR of any term, condition, or agreement herein contained, that deprives LESSEE in any manner, in whole or part, of its quiet enjoyment of the demised premises or its right to utilize them fully as described in Paragraph 6 hereof, or of its rights of ingress and egress described in Paragraph 25 hereof, LESSEE shall not be obligated to LESSOR for any rental payments otherwise due and payable for the period of such breach.

29. NEGATION OF PARTNERSHIP:

LESSOR shall not become or be deemed a partner or joint venture with LESSEE or in any other relationship with LESSEE other than that of landlord and tenant by reason of the provisions of this Lease nor shall LESSEE for any purpose be considered an agent, officer, or employee of LESSOR.

30. SURRENDER OF PREMISES:

On the last day of the term, or extension thereof, or sooner termination of this Lease, and subject to the rights and remedies of LESSOR and LESSEE described in Paragraph 15 hereof, LESSEE shall peaceably and quietly leave, surrender and yield up to the LESSOR the demised premises in as good condition and repair as at the commencement of LESSEE'S occupancy, reasonable wear and tear thereof excepted.

31. ENTIRE AGREEMENT:

This Lease contains all agreements of the parties with respect to the subject matter described herein. No prior agreements or understandings whether oral or in writing pertaining to any such matter shall be effective or of any force or effect.

32. VENUE AND GOVERNING LAW:

This agreement is made, entered into and is to be performed in Kern County, California. This Lease shall be governed by and construed in accordance with the laws of the State of California.

33. COVENANTS AND CONDITIONS:

Each provision of this Lease performable by LESSEE shall be deemed both a covenant and a condition.

34. TIME OF THE ESSENCE:

Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Lease.

35. **SEVERABILITY:**

If any provision of this Lease is determined by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall in no way be affected thereby and same shall remain in full force and effect.

36. **AUTHORIZED AGENT OF LESSOR:**

The City Manager of the City of Tehachapi is the duly authorized agent of LESSOR for purposes of this Lease, and as to any obligations assumed herein by LESSEE, they shall be performed to the satisfaction of the City Manager.

37. **NOTICES:**

All notices required or permitted under this Agreement or at law shall be deemed to be given when personally served on the party to be noticed or when deposited in the United States mail, Registered or Certified, postage prepaid and addressed as follows:

TO LESSOR: City Manager
City of Tehachapi
115 South Robinson Street
Tehachapi, Ca. 93561

TO LESSEE: James S. and Barbara J. Wilhelm
19748 Highline Road,
Tehachapi, CA. 93561

Any party may change its or their address by providing notice of same in the manner herein prescribed.

38. **BINDING:**

This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

39. **CAPTIONS:**

The captions appearing in this Lease are for convenience only, are not part of this

Lease, and shall not be considered in interpreting this Lease.

40. **AMENDMENTS:**

This Lease may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

41. **ATTORNEY'S FEES:**

In the event any action or proceeding is instituted arising out of or relating to this Lease or for the purpose of enforcing this Lease, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

42. **RECORDATION:**

LESSEE acknowledges its understanding that the law of the State of California authorizes LESSOR to record this Lease or a memorandum of same. In that regard, LESSEE agrees to execute a memorandum of this Lease for the purposes of recordation in such reasonable form and content as may be proposed by Lessor.

43. **COUNTERPARTS:**

This Lease may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Lease to constitute one integrated agreement which is as fully effective and binding as if the entire Lease had been signed at one time.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LESSOR:

LESSEE:

CITY OF TEHACHAPI

By: _____

Ed Grimes
Mayor of the City of Tehachapi, California

By: _____