

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, March 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, MARCH 7, 2011 - 6:00 P.M. - PG. 2**

1. General public comments regarding matters not listed as an agenda item.
2. Presentation by Joe Colombo on behalf of the Kern Veterans Memorial Foundation to seek a donation from City to create the Wall of Valor.

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 07-11
Tehachapi City Council Unassigned Ord. No. 11-05-707
Tehachapi Redevelopment Agency Unassigned Res. No. 11-01
Tehachapi Public Financing Authority Unassigned Res. No. 11-01

- *3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on February 22, 2011 - **APPROVE AND FILE**
5. Due to the resignation of Airport Commissioner Dale Hawkins on February 1, 2011, the Tehachapi City Council will consider appointing one member to the Tehachapi Airport Commission. The appointed commissioner will complete the term that expires on June 30, 2012. Applications were received from Marc J. Zeitlin and Rex Moen - **APPOINT ONE MEMBER TO THE CITY OF TEHACHAPI AIRPORT COMMISSION TO COMPLETE A TERM TO EXPIRE ON JUNE 30, 2012**

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills, and claims for 2/16/2011 through 3/3/2011 - **AUTHORIZE PAYMENTS**
7. **PUBLIC HEARING** - As part of the annual Public Transit Claim for Transportation Development Act funding, it is necessary to conduct a public hearing to receive public testimony concerning the transit needs within the City. Currently, the City of Tehachapi provides a transit service named Dial-A-Ride, through Kern Regional Transit. The average cost per rider from July 2009 to June 2010 is \$22.14 and the subsidized cost per rider during the same period is \$21.34 - **OPEN HEARING; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; STAFF REPORT; RECEIVE PUBLIC COMMENT; CLOSE HEARING; ADOPT RESOLUTION FINDING THAT THERE ARE NO UNMET TRANSIT NEEDS THAT ARE REASONABLE TO MEET WITHIN THE CITY**

TEHACHAPI REDEVELOPMENT AGENCY

8. A Resolution making findings and determinations in accordance with Health and Safety Code Section 33445 for the upgrades to the Sewer Treatment Plant and authorizing the Executive Director or Designee to execute a Public Improvement Agreement between the Tehachapi Redevelopment Agency and the City of Tehachapi - **ADOPT RESOLUTION MAKING FINDINGS AND DETERMINATIONS FOR UPGRADES TO SEWER TREATMENT PLANT AND AUTHORIZING THE EXECUTIVE DIRECTOR OR DESIGNEE TO EXECUTE SAID AGREEMENT SUBJECT TO REVIEW AND MODIFICATIONS BY THE CITY ATTORNEY**

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

9. A Resolution making findings and determinations in accordance with Health and Safety Code Section 33445 for the upgrades to the Sewer Treatment Plant and authorizing the City Manager or Designee to execute a Public Improvement Agreement between the City of Tehachapi and the Tehachapi Redevelopment Agency – **ADOPT RESOLUTION MAKING FINDINGS AND DETERMINATIONS FOR UPGRADES TO SEWER TREATMENT PLANT AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE SAID AGREEMENT SUBJECT TO REVIEW AND MODIFICATIONS BY THE CITY ATTORNEY**

10. Kern Council of Governments (KernCog) had a Technical Assistance grant application for Kern County communities that are updating their general plan. The City of Tehachapi's Draft General Plan is in concurrence with the planning intent articulated in the Blueprint in terms of furthering smart growth and sustainability principles. The City was awarded a grant in the amount of \$30,000.00 – **ACCEPT THE TECHNICAL ASSISTANCE GRANT AND ALLOW THE MAYOR TO EXECUTE SAID GRANT**

CITY ATTORNEY REPORTS

- *11. The 2011 City Attorneys' Spring Conference sponsored by the League of California Cities is scheduled for May 4 – May 6, 2010 in Yosemite. See announcement attached. The City Attorney annually attends this conference to maintain currency in municipal law and to network with other city attorneys. He is requesting that the City pay one-third of the cost for registration and hotel room (2 nights) which is \$300.00. See attached brochure. Consider payment of \$300.00 of City Attorney's registration fee and lodging for attendance at the 2011 City Attorneys' Spring Conference - **APPROVE CITY ATTORNEY'S ATTENDANCE AT THE LEAGUE OF CALIFORNIA CITIES 2011 CITY ATTORNEYS' SPRING CONFERENCE AT A COST OF \$300.00**

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))

CLOSED SESSION

1. Approval of closed session minutes of February 22, 2011.

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, February 22, 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 Grimes at 6:00 p.m.

ROLL CALL

Roll call by City Clerk Denise Jones.

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

Absent: None

PLEDGE TO THE FLAG

Led by Councilmember Vernon.

INVOCATION

By Elder Jenson of the Jesus Christ Church of Latter Day Saints

CONSENT AGENDA

Approved consent agenda subject to removal of items *8, *11, *12, and *13.

Approved Consent Agenda
Subject To Removal Of
Items *8, *11, *12, & *13
Ve/Sm Ayes All

AUDIENCE ORAL COMMUNICATIONS

Mayor Grimes moved the general public comments to be received after the presentations.

2. Mayor Grimes presented a certificate of recognition to John Bartelmie for his promotion to Correctional Captain.
3. Mayor Grimes presented a certificate of recognition to Dale Hawkins for his service on the Airport Commission.
4. Mayor Grimes presented a certificate of recognition to Julie Drimakis for her years of service as Administrative Secretary/Deputy City Clerk of the City of Tehachapi.
5. Presentation by Lisa Grod of the California Department of Veterans Affairs regarding the new William J. "Pete" Knight Veterans Home of California in the Antelope Valley.
1. General public comments regarding matters not listed as an agenda item were received from:
 - a. William Nelson, city resident, commented on the state of public financing at State level.
 - b. Charles White, city resident, invited Council, staff and public to book signing at museum on March 5, 2011.
 - c. Ken Hetge, city business owner, asked about getting a formal written response to his written questions.
 - d. Mariann Hester, city resident, thanked City for sign at Open Door Youth Center and announced their upcoming fundraiser.
 - e. Paula Strozier, city residents, made comments regarding putting a video system in police vehicles on agenda.
 - f. Matt Espiau, airport tenant, spoke highly of City's airport and spoke against hiring an independent contractor to manage airport.
 - g. Michelle Vance, Main Street, gave report on Valentine's Wine & Chocolate Tasting event.
 - h. Stan Beckham, city resident, asked about Tehachapi Funding law suit.

CITY CLERK REPORTS

- *6. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**
- *7. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on February 7, 2011 - **APPROVED AND FILED.**

All Ord. Read By Title Only
 Ve/Sm Ayes All

Approved & Filed
 Ve/Sm Ayes All

FINANCE DIRECTOR REPORTS

*8. Disbursements, bills, and claims for 2/8/2011 – 2/15/2011 – **THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA BY KEN HETGE TO ASK ABOUT A PAYMENT TO THELEN LEBEAU AND ABOUT CAPITALIZATION OF ITEMS PURCHASED ON CITY CREDIT CARD; WILLIAM NELSON, CITY RESIDENT, EXPRESSED CONCERNS ABOUT LENGTH OF TIME FOR LITIGATION IN REGARDS TO THELEN LEBEAU PAYMENT - AUTHORIZED PAYMENTS.**

Authorized Payments
Sm/Wi Ayes All

*9. City of Tehachapi Treasurer's Report through 1/31/2011–
RECEIVED REPORT.

Received Report
Ve/Sm Ayes All

AIRPORT MANAGER REPORTS

10. In order for the City to comply with its current agreement with the Federal Aviation Administration, the Tehachapi Municipal Airport Automated Weather Observing System (AWOS) needs to be upgraded. The upgrade is required to ensure air traffic will receive accurate weather and will improve the reliability of our station during severe weather conditions – **AIRPORT MANAGER TOM GLASGOW GAVE REPORT; COUNCILMEMBER VERNON ASKED ABOUT FAA INSPECTIONS; COUNCILMEMBER REED INQUIRED ABOUT UPDATED PRICE OF UPGRADE; COUNCILMEMBER SMITH COMMENTED ON THE REGIONAL SIGNIFICANCE OF AWOS AT THE CITY'S AIRPORT; COUNCILMEMBER WIGGINS AND MAYOR GRIMES SPOKE IN SUPPORT OF UPGRADE; KEN HETGE ASKED ABOUT CITY BEING EXEMPT FROM SALES TAX AND COMMENTED ON IMPORTANCE OF AWOS SYSTEM; APPROVED THE UNBUDGETED AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) SENSORS UPGRADE IN THE AMOUNT OF \$29,905.**

Approved The Unbudgeted
Automated Weather
Observing System (AWOS)
Sensors Upgrade In The
Amount Of \$29,905
Re/Ve Ayes All

CITY MANAGER REPORTS

*11. It was determined that the job description for the City's administrative secretary is not reflective of the actual duties and responsibilities of the incumbent. At this time, it is appropriate to update this job description. The proposed change does not include a change to the salary schedule. – **THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA BY WILLIAM NELSON TO ASK FOR CLARIFICATION; CITY MANAGER GREG GARRETT GAVE REPORT; COUNCILMEMBER SMITH COMMENTED ON COUNCIL MICRO MANAGING CITY STAFF; APPROVED THE ADMINISTRATIVE SECRETARY JOB DESCRIPTION DATED FEBRUARY 2011.**

Approved The
Administrative Secretary
Job Description Dated
February 2011
Wi/Ve Ayes All

ACTION TAKEN

*12. The City of Tehachapi retained an automated external defibrillator after the dissolution of the Tehachapi Fire Department. The AED is not currently operational and has sat unused for the past three years. Staff feels it is appropriate to transfer this device to the Kern County Fire Department, which has agreed to return it to an operational state and to assign it to equipment stationed in Tehachapi – **THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA BY KEN HETGE TO EXPRESS HIS OPINION TO KEEP DEFIBRILLATOR; COUNCILMEMBER WIGGINS SPOKE ABOUT THE LIABILITY ISSUE IF CITY WERE TO KEEP DEFIBRILLATOR; COUNCILMEMBER REED COMMENTED ON FUTURE USE OF DEFIBRILLATOR BY COUNTY; COUNCILMEMBER GRIMES REITERATED THAT THE DEFIBRILLATOR NEEDS TO BE REPAIRED; COUNCILMEMBER REED ABSTAINED BECAUSE HE IS EMPLOYED BY THE COUNTY AS A FIREMAN; APPROVED RESOLUTION 05-11 AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY DESCRIBED AS A CARDIAC SCIENCE POWERHEART AED G3 DEFIBRILLATOR**

Approved Res. 05-11
Authorizing The Disposition
Of Personal Property
Described As A Cardiac
Science Powerheart AED G3
Defibrillator
Sm/Wi Motion Carried
Abd: Re

*13. Following recent organizational changes, staff feels it is necessary for the Council to designate Ashley Whitmore, Secretary, as a confidential officer in order for her to perform additional duties and responsibilities associated with her position – **THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA BY WILLIAM NELSON TO ASK FOR MORE INFORMATION ON FUNCTIONS OF CONFIDENTIAL EMPLOYEE; APPROVED RESOLUTION 06-11 DESIGNATING CERTAIN OFFICERS OR EMPLOYEES AS CONFIDENTIAL OFFICERS**

Approved Res. 06-11
Designating Certain Officers
Or Employees As
Confidential Officers
Ve/Re Ayes All

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Smith asked about paperwork being completed in regards to certain grants the City has received. Also commented on project at risk due to state budget cuts.
2. Councilmember Vernon congratulated Main Street on wine walk and thanked City staff for hard work on Centennial Plaza. Also commented on Ray Haddad's new place looking very nice.
3. Mayor Grimes congratulated Tehachapi Police Explorers on success at competition at Federal Way.

CLOSED SESSION

1. Approval of closed session minutes of February 7, 2011.

Approved Minutes

2. Conference with legal counsel re Tehachapi Funding et al v. City of Tehachapi per Government Code Section 54956.9(a).
3. Conference with legal counsel re Tehachapi v. Bond Safeguard per Government Code Section 54956.9(a).

ADJOURNMENT

The City Council/Boards adjourned at 8:10 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, March 7, 2011, at 6:00p.m.

DENISE JONES
City Clerk, City of Tehachapi

Approved this 7th day
Of March, 2011.

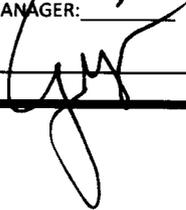
ED GRIMES
Mayor, City of Tehachapi



COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: MARCH 7, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: DENISE JONES, CITY CLERK

DATE: MARCH 3, 2011

SUBJECT: AIRPORT COMMISSION APPOINTMENT

Due to the resignation of Airport Commissioner Dale Hawkins on February 1, 2011, the Tehachapi City Council will consider appointing one member to the Tehachapi Airport Commission. The appointed commissioner will complete the term that expires on June 30, 2012.

The Airport Commission's responsibility is to recommend, to the City Council, policies for the proper operation of the Tehachapi Municipal Airport.

Applications were received from Marc J. Zeitlin and Rex Moen.

RECOMMENDATION

APPOINT ONE MEMBER TO THE CITY OF TEHACHAPI AIRPORT COMMISSION TO COMPLETE A TERM TO EXPIRE ON JUNE 30, 2012



February 15, 2011

BOXED DISPLAY NOTICE: Tehachapi News – February 16, 2011

AIRPORT COMMISSION APPOINTMENT

Due to the resignation of Airport Commissioner Dale Hawkins, the Tehachapi City Council will consider appointing one member to the Tehachapi Airport Commission. This appointment will expire on June 30, 2012.

The Airport Commission's responsibility is to recommend to the City Council policies for the proper operation of the Tehachapi Municipal Airport.

Applications are available at City Hall, 115 South Robinson Street - (661) 822-2200, or on the City website www.tehachapicityhall.com. All applications must be returned to Tehachapi City Hall by Tuesday, March 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, March 7, 2011, at 6:00 p.m.

JULIE DRIMAKIS, Deputy City Clerk
City of Tehachapi

Published: February 16, 2011

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 Marc J. Zeitlin
Address 23501 Fir Drive
City Tehachapi State CA Zip Code 93561
Phone Number +1 (978) 502-5251 Fax Number _____
Email marc_zeitlin@alum.mit.edu

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

1. Tehachapi Municipal Airport Commissioner
2. _____
3. _____
4. _____

Occupation Mechanical Engineering Manager
Business Name Scaled Composites
Address 1624 Flight Line
City Mojave State CA Zip Code 93501
Phone Number +1 (661) 824-4541 Fax Number _____

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

M.I.T. - BS 1980 Aeronautical Engineering
M.I.T. - MS 1981 Aeronautical Engineering

Other special training or experience:

See attached resume'

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

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

I have an aircraft (a COZY MKIV) which I keep in a hangar at the Tehachapi Airport. The long term viability of the airport, and it's ability to be self-supporting to ensure the city's continuing support is very important to me. I would also like to be able to contribute to the community through this effort. I feel like my engineering and management skills could be very useful on the commission.

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 Mary J. Zutter

Date/Time Field Feb 18, 2011

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

Marc J. Zeitlin
23501 Fir Drive
Tehachapi, CA 93561
(978) 502-5251
marc_zeitlin@alum.mit.edu
<http://www.mdzeitlin.com/Marc>

PROFESSIONAL SUMMARY:

Accomplished Mechanical/Aeronautical Engineer with extensive experience in design and M.E. management. Proven track record bringing products from inception through manufacturing. Over 30 years practice using superior productivity, judgment and skills to create noteworthy products and processes. Acknowledged technical and organizational leader by coworkers, employees and management.

ACCOMPLISHMENTS:

- Patent 5,056,992 - Medical Infusion Pump Mechanism and Pumping Chamber
- Patent 6,477,430 – Hands-Free Paddles Using Single-Use Adhesive Pads
- Wunsch Silent Crane and Hoist Awards for Outstanding Design (College)
- FAA certificated Airframe and Powerplant Mechanic

EXPERIENCE:

Scaled Composites

Mojave, CA
Mechanical Engineer / Principal Engineer
September 2005 – Present

- Create Architecture for SpaceShip 2 Pneumatic / Environmental Control Systems / Windows
- Perform W&B analyses for WK2 Mothership
- Perform System Safety Analysis (FHA/FMEA/FTA) for SS2/WK2 aircraft
- Begin design of SS2 Drop Mechanism
- Write Manufacturing Procedures
- Design/Build Pod Extension
- Design/Build X-37 Towbar replacement
- Create preliminary factory floor layouts for SS2 / WK2 / Rocket Motor
- Create engineering / staffing plan for Spaceship/Mothership MFG plant

- Currently Project Engineer for Rocket Motor 2 Program: 4/2008 – completion
- Manage 6 engineers / 6 technicians / over \$40M sub-contracts
- Write performance evaluations, create integrated schedules, create budgets, create presentations for upper management

- Accomplished with Solidworks Office 3D CAD / CATIA 3D CAD / MS Office

Burnside Aerospace

Acton, MA
Principal Engineer
April 2004 – September 2005

Capabilities:

- Provide Cutting Edge M.E. / M.E. management Consulting Services
- Work with CoCreate OneSpace or Solidworks Office 3D CAD software

Activities:

- Acting Vice President, Engineering – medical/industrial startup firm in Washington, D.C. area
- CAD system Intellectual Property lawsuit – technical/historical consultant for international law firm
- M.E. Design / Design Process Consulting – Philips Corporation, Smithsonian Astrophysics Observatory, Radianse, Inc.

HP / Agilent / Philips Corporation

Cardiac Monitoring Systems, Andover, MA
Senior Mechanical Engineer and M.E. Group Manager
August 1999 – April 2004

- Lead M.E. effort on two generations of hospital defibrillators – supervise six individual contributors
- Integrate M.E. activities with E.E.'s and Software
- Design major assemblies and parts using CoCreate SolidDesigner 3D solid modeling CAD system
- Extensive experience with plastic injection molding, sheet metal, PC board layout, ultrasonic welding, heat staking, foam / label die cutting, magnesium casting, rapid prototyping
- Work closely with injection molding and casting vendors on part and tooling design
- Manage \$1.5 M tooling budget
- Define, design and perform environmental testing (temperature, humidity, altitude, shock, vibration, freefall drop)
- Create on-line multi-user database for managing parts/drawings/assemblies/orders pre-release
- Manage group of four M.E.'s, one Industrial Designer, and one M.E. technician
- Manage remote M.E. consultants/contractors via phone/email/personal visits
- Write performance evaluations, create integrated schedules, create budgets, create presentations for upper management

Bose Corporation

Noise Reduction Technology Group, Framingham, MA
Senior Mechanical Engineer
July 1998 – August 1999

- Assist in bringing next generation ANR headset (Series X) to production readiness
- Perform cost reduction redesign on next generation ANR headset
- Design assemblies and parts using SDRC IDEAS 3D solid modeling CAD system
- Investigate business opportunities for ANR headsets
- Experience with plastic injection molding, sheet metal, spring winding, magnesium casting, adhesive bonding, ultrasonic welding, foam

Hewlett Packard

Patient Monitoring Division, Andover, MA
Senior Mechanical Engineer / M.E. Productivity Engineer
June 1987 - July 1998

Process:

- Define and implement M.E. R&D/MFG tools and processes
- Member of H.P. Mechanical Design Technology Council – set strategic direction for 3,000 M.E.'s within HP
- Purchase, set up and maintain network of ~50 M.E. workstations (HP-UX and NT)
- Train and support CAD and office automation software users

Projects:

- Investigate project feasibility and design parameters
- Lead M.E. effort on Transport Monitor, 8” Strip Chart Recorder
- Share ECG/SpO2 Transmitter design
- Assist MFG with production line issues, Debug MFG processes
- Design assemblies and parts using [CoCreate](#) SolidDesigner 3D solid modeling CAD system
- Perform Finite Element/Thermal/Kinematics/Tolerance Modeling
- Work with prototype shops and vendors to build prototypes
- Perform environmental testing on prototypes
- Transition products from prototype through to production
- Experience with injection molding, sheet metal, ultrasonic welding, foam

Vista/3M (Questas)

Marblehead, MA
Mechanical Engineer
March 1985 - May 1987

- Investigation of project feasibility and design parameters
- Design assemblies and parts using CADKEY 2D CAD system
- Work with prototype shops and vendors to get prototypes built
- Design production methods and fixtures
- Debug manufacturing processes
- Set up/administer Novell network of 18 CAD/office automation PC's
- Train and support CAD and office automation software users

Burnside Aerospace

Somerville, MA
Principal Engineer
December 1983 - March 1985

- Respond to customer requests for quotes
- Assist experimental aircraft builders with design changes and analysis
- Design parts and procedures for customers
- Consult for Piezo Electric Products regarding ongoing projects

Piezo Electric Products

Cambridge, MA
Mechanical Engineer
November 1982 - December 1983

- Investigation of project feasibility and design parameters
- Design and assemble test parts
- Perform testing (wind tunnel, vibration modes, stress, etc.)

Northern Research and Engineering Woburn, MA

Mechanical Engineer
September 1981 - November 1982

- Investigation of project feasibility - preliminary project investigation, data gathering
- Preliminary design of assemblies
- Detail design of component parts

Kovar Engineering

Weston, MA
Machinist
June 1977 - January 1979

- Plan processes for machining parts
- Operate milling machines, lathes, jig borers, saws, surface and cylindrical grinders, drill presses, measurement equipment, optical comparators, etc.
- Assemble and test machined parts
- Deal with plating and anodizing vendors

EDUCATION:

M.I.T.

Cambridge, MA
Master of Science in Aeronautical Engineering
August 1981

Description of thesis:

Design, Construction and Testing of an Electromagnetically Launched Model Glider. This involved the aerodynamic and structural design of a glider launched from an electromagnetic catapult (rail gun) at 200 mph and 200 g's. Built and test flew the aircraft successfully.

Description of studies:

- Advanced Mechanical Design
- Theory and Design of Control Systems
- Advanced Calculus for Engineers
- Aircraft Design Theory

M.I.T.

Cambridge, MA
Bachelors of Science in Aeronautical Engineering
January 1980

Description of studies:

- Aeronautical and Mechanical Engineering undergraduate courses

PERSONAL:

Currently administrator of the **COZY** aircraft builder email mailing list and the **COZY** web pages:

<http://www.cozybuilders.org/>

Personal web page:

<http://www.mdzeitlin.com/Marc>

1995 - 2002

- Built **COZY MKIV** experimental aircraft – now flying – 740 hours and counting

1981 – 1985

- Built and taxi-tested Quickie Q2 tandem experimental aircraft. Aircraft flying with another owner.

- Member [E.A.A.](#) / [AOPA](#) / **Tehachapi Society of Pilots**
- Interests include volleyball, reading, and inventing ways to get out of yard work



RECEIVED
MAR 03 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 REX MOEN

Address 91 WHITEOAK DRIVE

City TEHACHAPI State CA Zip Code 93561

Phone Number 661-972-4694 Fax Number NONE

Email rexmoen@yahoo.com

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

- Airport Commissioner
-
-
-

Occupation Self-employed

Business Name Rex Moen Consulting

Address 91 White Oak Drive

City Tehachapi State CA Zip Code 93561

Phone Number 661-972-4694 Fax Number NONE

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

California State University, Northridge B.S. in Business Administration:
Organizational Systems Management and Real Estate
Certificate in Business Management for Technical Personnel from UCLA
Pomona College AA Degree

Other special training or experience:

28 years California Army National Guard and U.S. Army Reserve

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

(2007-2010) 4 years Representative for State Senator. (1999-2005) 6 years District Director for State Senator. 1 year Representative for County Supervisor. (1998) (1970's) Advisory Committees - Kings County Energy Conservation; City of Hanford Airport, Street tree; City of Westminster Traffic

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

I love Flying, Airplanes and every way want to be involved in Aviation. I Believe the Airport contributes to the economy of the Area and to the excellent quality of life we have here. The State holders, City Council, Pilots, Citizens deserve good Advice from Commission.

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

Empty box for explaining conflicts of interest.

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 [Signature]

Date/Time Field 3/3/11 10 AM

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

91 White Oak Drive
Tehachapi, CA 93561

Phone (661) 823-9207
Cellular (661) 972-4694
e-mail rexmoen@yahoo.com

Rex Moen

WORK EXPERIENCE

California State Senate ~ 9 years

5 ½ years as District Director and District Representative
for State Senator William J. "Pete" Knight

3 ½ years as District Representative for State Senator Roy Ashburn

Fiberset Incorporated ~ 2 years

Manager of Government Affairs & Strategic Planning

County of Kern ~ 1 year

Field Representative, Supervisor Steve Perez, Southeast Kern

Self-Employed ~ 18 years (all part time)

Securities, Life Insurance and Estate Planning, Tehachapi

Southern California Edison Company ~ 35 years

Supervisor Financial Planning

Regional Financial Analyst

Supervisor Corporate Emergency Preparedness

Area Manager

District Operations Manager

District Planning Manager

District Manager

Supervisor of Operations Analysis

District Operations Supervisor

City-Area Manager

Customer Service Planner

Meter Reader/Secondary Serviceman/Collector

Union Pacific Railroad Company ~ 2 summers

Car Clerk and Crew Dispatcher

EDUCATION

Bachelor of Science Degree

California State University of Northridge

Business Administration; Organizational Systems Management and Real Estate

Certificate in Business Management for Technical Personnel

University of California, Los Angeles

Graduate School of Management, University Extension

Associate Arts Degree

Barstow College, Barstow

MILITARY EXPERIENCE

Lieutenant Colonel, retired ~ 28 years

California Army National Guard ~ 22 years

Battalion Commander, Unit Commander,

Division/Brigade/Battalion Staff Officer

United States Army Reserve ~ 6 years

Officer Candidate School

Branch Officers Orientation Course

Advance Officers School

Command and General Staff College (90%)

Note: Not classified as a Veteran of the armed forces due to not served a qualified period of Federal Active Duty. United States Code 38

ASSOCIATIONS AND ORGANIZATIONS (Current)

SEE ATTACHED

ASSOCIATIONS AND ORGANIZATIONS (Partial List of Previous)

Director, Los Angeles Chapter, Building Industry Association

President, Hanford Chamber of Commerce

Secretary, Central Valley Chapter, American Heart Association

Vice President, Kings County Navy League

Trustee, Kings County YMCA

Member, City of Hanford Airport Advisory Committee

Member, City of Hanford Street Tree Advisory Committee

Vice Chairman, County Energy Conservation Advisory Committee

Vice President, Westminster Chamber of Commerce

Vice President, Seal Beach Chamber of Commerce

Member, Westminster Traffic Committee

Member, Westminster Economic Development Committee

President, Barstow Junior Chamber of Commerce

President, Barstow Toastmasters

Vice President, Fort Irwin, U.S. Army Flying Club

Member, Chaffey College Flying Club

AWARDS

Air Force Association State President's Award

Air Force Association Sustained Performance Award

Air Force Association Exceptional Service Award

Air Force Association Meritorious Service Award

Distinguished President Award, Kiwanis International

Twenty-Year Service Award, Boy Scouts of America

Family of the Year Award, Kiwanis Club of Tehachapi

Distinguished Service Award, Kiwanis Club of Tehachapi

Outstanding Leadership Award, World Marketing Alliance

L.A. Open Volunteer of the Year, L. A. Junior Chamber of Commerce

AWARDS continued

Cubmaster of the Year, BSA Bill Hart District
Citizen of the Year, Greater Hanford Community
Member of the Year, Westminister Chamber of Commerce
Named (2 years) in "Outstanding Young Men in America"
Outstanding Service, Westminister Chamber of Commerce
Distinguished Service Award, Barstow Community
Jaycee Member of the Year, Barstow

PERSONAL DATA

Excellent Health

Licenses:

Private Pilot
Securities (not current)
Casualty and Life Insurance (not current)

Certificates:

SCUBA Open Water Diving
SCUBA NITROX Diving

March 3, 2011

Rex Moen
Current Memberships
January 2011

CITY OF TEHACHAPI

Good Shepherd Lutheran Church

Member and Distinguish Past President, Kiwanis Club of Tehachapi

East Kern County Integrated Technology Alliance (EKCITA)

Health Information Exchange group formed to administrate grants for Tehachapi Hospital

Currently President of the Board

Greater Tehachapi Economic Development Council

Currently Director on Board of Directors

East Kern Economic Alliance

Greater Tehachapi Chamber of Commerce

Main Street Tehachapi

Member & Docent - Friends of the Tehachapi Depot **Museum**

Tehachapi Heritage League **Museum**

Tehachapi Hospital Foundation

Tehachapi Hospital Community Advisory Committee

Tehachapi Collaborative

Tehachapi Senior Citizens Center Inc.

Tehachapi Society of Pilots

California Correctional Institution's Citizen Advisory Committee

Smart Growth Tehachapi Valleys

Tehachapi Congress of Republicans

Tehachapi Republican Women Federated, Associate Member

Pacific Crest Trail Angels

Veterans of Foreign Wars, Tehachapi Post, Auxiliary Member

Rex Moen

Current Memberships Cont'd

KERN COUNTY

Life Member Air Force Association, Arlington, Virginia
Member and Past President Edwards AFB William J. "Pete" Knight Chapter
Currently California State President

Life Member Navy League of the United States, Arlington, Virginia
Member of Bakersfield Council

Life Member Flight Test Historical Foundation
Air Force Flight Test **Museum**, Edwards Air Force Base, California
Currently First Vice-Chairman of Board of Directors

Edwards Air Force Base Civilian-Military Support Group
Currently Director on Board of Directors

Community Liaison Program for USAF Air Force Material Command,
Wright-Patterson AFB, Dayton Ohio
One of Four Civic Leaders representing Edwards AFB

Antelope Valley Veterans Community Action Coalition
Currently Director on Board of Directors

The Aerospace Office
Currently Director on Board of Directors

Friends of Edwards Air Force Base

Joint Military Affairs Committee of Chambers of Commerce in Antelope
Valley and East Kern County

East Kern Educational Resource Network

Kernville Chamber of Commerce

Mojave Chamber of Commerce

Mojave Transportation **Museum** Foundation, Mojave, California

Maturango **Museum**, Ridgecrest, California

China Lake **Museum** Foundation, The U.S. Naval Museum of Armament
and Technology, China Lake, California

California City Economic Development Corporation

Community Advisory Committee, California City Correctional Center

East Kern County Republican Assembly

Rex Moen

Current Memberships Cont'd

KERN COUNTY Cont'd

Ridgecrest Republican Women Federated, Associate Member

Friends of Jawbone Canyon

Antelope Valley Board of Trade

Joint Legislative, Transportation, Environmental and Aerospace Committees

INYO COUNTY

Inyo Associates

Inyo County Chambers of Commerce Collaborative

Lone Pine Chamber of Commerce

The Beverly and Jim Rogers **Museum** of Lone Pine Film History,
Lone Pine, California

Forty-Niners, Death Valley, California

SAN BERNARDINO COUNTY

Life Member, Association of the United States Army, Arlington, Virginia
Member of High Desert Chapter, National Training Center, Fort Irwin and
Barstow California

Life Member Military Officers Association of America
Member of The Mojave Desert Chapter, Victorville, California

Life Member of National Association of Retired & Veteran Railway
Employees, Inc., Member of Barstow Unit #098, Barstow, California

Life Member, The Riffian Association, Barstow, California

Western American Railroad **Museum**, Barstow, California

Lucerne Valley Chamber of Commerce

OTHERS

Life Member, National Guard Association of California (NGAC)
Member and Past President of the Southern California Advisory Council, a
Sub-Chapter of NGAC

Life Member, Republican National Committee

California Republican Party

Rex Moen

Current Memberships Cont'd

OTHERS cont'd

Military Order of World Wars, San Fernando Valley Chapter

Diamond Club, Southern California Edison Company

The Heritage Foundation

The Claremont Institute

Sierra Club

AARP

Aircraft Owners and Pilots Association

Experimental Aircraft Association

National Rifle Association

Divers Alert Network

PADI Diving Society (Professional Association of Diving Instructors)

MUSEUMS (not in Kern, Inyo or San Bernardino Counties)

National Railway Historical Society

Oklahoma Railway Museum, Oklahoma City, Oklahoma

Charter Member, George W. Bush Presidential Center and Museum,
Dallas, Texas

Charter Member, The Army Historical Foundation, Arlington Virginia
National Army Museum

Smithsonian Air & Space Museum, Washington, DC,
National Associate Member

Friends, National Museum of the United States Air Force, Dayton, Ohio

Wright B Flyer Inc., Dayton, Ohio

Florida Air Museum, Lakeland Florida

Pima Air & Space Museum, Tucson, Arizona

Castle Air Museum Foundation, Inc., Atwater, California

Planes of Fame Air Museum, Chino, California

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 3880854	Check Date: ? PblcWrks/arg-co2 cylinders	Vendor: 0015	211-Praxair Distribution, Inc. 02/02/2011	239.35
			Check Total:	239.35
Check No: 0 238095594 238095593	Check Date: ? PblcWrks/delivery LP gas Strts/yard bottles LP gas	Vendor: 0041	Benz Propane Company, Inc. 01/11/2011 01/31/2011	1,008.85 84.38
			Check Total:	1,093.23
Check No: 0 0060573	Check Date: ? Swr/Tucker lift station/testing	Vendor: 0061	BSK Associates 01/31/2011	134.00
			Check Total:	134.00
Check No: 0 154547	Check Date: ? Depot/base rock	Vendor: 0184	Granite Construction Company 01/26/2011	1,104.49
			Check Total:	1,104.49
Check No: 0 132	Check Date: ? Strts/bags orange case	Vendor: 0212	Interstate Sales 01/31/2011	783.96
			Check Total:	783.96
Check No: 0 1904	Check Date: ? Parking Citation Revenue/01/11	Vendor: 0216	Judicial Data Systems Corporat 02/14/2011	100.00
			Check Total:	100.00
Check No: 0 140121722 140124190 140122963	Check Date: ? PblcWrks/twl cntr/disp/jacke maint PblcWrks/twl cntr/pres cntpul/t case PblcWrks/twl cntr/pres cntpul/t case	Vendor: 0300	Mission Linen & Uniform Servic 02/01/2011 02/15/2011 02/08/2011	62.10 62.10 88.92
			Check Total:	213.12
Check No: 0 1774700 1774712	Check Date: ? Refuse/lrg truck PblcWrks/rolloff dump/return	Vendor: 0304	Mojave Sanitation 01/31/2011 01/31/2011	149.68 599.71
			Check Total:	749.39
Check No: 0 0087-17 0087-13	Check Date: ? PblcWrks/scan & email PblcWrks/scan & email	Vendor: 0322	Old Town Postal & Blueprint Se 02/24/2011 02/22/2011	206.00 115.00
			Check Total:	321.00
Check No: 0 121310 113010 120610 010611 111710 021611 090149	Check Date: ? GenGov/pp plates/spoons/forks/knives GenGov/batteries GenGov/cookies Depot/notary fee/proof of loss filin Wtr/donuts for safety mtngs Wtr/donuts for safety mtngs Arprt/live scan MCollie	Vendor: 0332	Petty Cash 12/13/2010 11/30/2010 12/06/2010 01/06/2011 11/17/2010 02/16/2011 11/02/2010	61.97 6.48 8.97 10.00 15.00 15.00 10.00
			Check Total:	127.42
Check No: 0 031542057	Check Date: ? PblcWrks/pipe ind grv/ell/cplr	Vendor: 0349	Rain For Rent Bakersfield 02/03/2011	1,588.48
			Check Total:	1,588.48
Check No: 0 0241056 0241241	Check Date: ? PblcWrks/fuel PblcWrks/fuel	Vendor: 0362	RSI Petroleum Products 01/31/2011 02/08/2011	868.37 1,449.14

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	2,317.51
Check No: 0	Check Date: ?	Vendor: 0373	Thomas F. Schroeter, Attorney @ Law	
021811 1	GenGov/legal srvc/Jan16 thru Feb 15		02/18/2011	5,370.00
021811 3	Swr/legal srvc/Jan16 thru Feb 15 201		02/18/2011	120.00
021811 2	Arprt/legal srvc/Jan16 thru Feb 15 2		02/18/2011	360.00
			Check Total:	5,850.00
Check No: 0	Check Date: ?	Vendor: 0424	Greater Tehachapi Chamber of C	
5303	RDA/meals		02/16/2011	45.00
			Check Total:	45.00
Check No: 0	Check Date: ?	Vendor: 0430	Tehachapi Lumber Company	
128743	GenGov/flare bulb		02/02/2011	9.72
128695	PblcWrks/drill bit		01/31/2011	21.10
128362	PblcWrks/battery 9v		01/05/2011	4.86
128816	PblcWrks/chain coil		02/08/2011	49.23
128747	Cnstrctn/hose/nozzle/boots		02/03/2011	77.91
128741	Cnstrctn/wire screed wood hook		02/02/2011	60.66
128805	Cnstrctn/battery		02/08/2011	4.86
128703	Depot/6d bright duplex 5lb		01/31/2011	13.64
128624	Depot/cement		01/25/2011	46.63
128626	Depot/common cement		01/25/2011	116.59
128731	Depot/couple/cement pv		02/02/2011	10.77
128791	Strts/joint masn convex/trowel		02/07/2011	21.41
128760	Strts/nuggets superior flat		02/03/2011	725.36
128807	Car lot/scrapper/putty knife/roof cem		02/08/2011	36.87
			Check Total:	1,199.61
Check No: 0	Check Date: ?	Vendor: 0441	Vulcan Materials Company	
333757	Strts/5sk ae		01/31/2011	298.01
325788	Wtr/1" ae load		01/21/2011	281.13
339355	Car lot/6sk ae wr		02/07/2011	1,176.50
332074	LLD/6skaepm load		01/28/2011	898.69
			Check Total:	2,654.33
Check No: 0	Check Date: ?	Vendor: 0445	Tehachapi Senior Center, Inc.	
030111	Senior nutrition Program/March 2011		03/01/2011	100.00
			Check Total:	100.00
Check No: 0	Check Date: ?	Vendor: 0446	Tehachapi Unified School Dist.	
11-01-1136	PD/use of facilities		02/16/2011	75.00
			Check Total:	75.00
Check No: 0	Check Date: ?	Vendor: 0476	WITTS Everything for the Office	
115064-1	GenGov/pen laser pointer		02/24/2011	50.53
114964-0	GenGov/pens		02/16/2011	2.49
114995-0	GenGov/refill		02/16/2011	4.53
115066-0	GenGov/labels		02/23/2011	41.12
115108-0	GenGov/folders		02/25/2011	38.96
513878-0	PblcWrks/paper/files		02/16/2011	20.67
115064-0	CommDev/binders/pointer		02/23/2011	32.42
513026-0	PD/incart		02/10/2011	121.20
114972-0	PD/paper towels		02/16/2011	75.76
512914-0	Arprt/cartridge/binder/indexes		02/09/2011	24.45
114876-0	Arprt/color copy/index		02/10/2011	58.03
513635-0	Arprt/cartridge/markers		02/15/2011	24.65
			Check Total:	494.81

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0	Check Date: ?	Vendor: 0478	Zee Medical Service	
595467	GenGov/first aid supplies		01/18/2011	77.94
595466	PblcWrks/first aid supplies		01/18/2011	129.47
			Check Total:	207.41
Check No: 0	Check Date: ?	Vendor: 0524	Scott's Auto Body	
32527	PD/frmt align/unit 1		02/18/2011	60.00
12877	Arprt/parts/body labor		02/22/2011	321.98
			Check Total:	381.98
Check No: 0	Check Date: ?	Vendor: 0525	All American Tire & Service Ce	
32732	PblcWrks/tube/mount & dismount		02/14/2011	29.43
			Check Total:	29.43
Check No: 0	Check Date: ?	Vendor: 0543	BSE Rents	
C# 892951	Depot/lawn roller		02/03/2011	17.70
			Check Total:	17.70
Check No: 0	Check Date: ?	Vendor: 0842	Kern County Roads Department	
110110 2	Transit/less farebox revenue		11/01/2010	-377.15
122010 2	Transit/less farebox revenue		12/01/2011	-371.50
100110 2	Transit/less farebox revenue		10/01/2010	-377.15
010111 1	Transit/less farebox revenue		01/01/2011	-395.52
110110 1	Transit/operation costs		11/01/2010	8,730.51
122010 1	Transit/operation costs		12/01/2011	10,190.43
010111 2	Transit/operation costs		01/01/2011	9,472.79
100110 1	Transit/operation costs		10/01/2010	8,879.85
			Check Total:	35,752.26
Check No: 0	Check Date: ?	Vendor: 1032	Jack Davenport Sweeping Services, I	
82918	Strts/broom sweeping services 01/201		01/31/2011	8,040.00
			Check Total:	8,040.00
Check No: 0	Check Date: ?	Vendor: 1055	Mercury Graphics	
3952	GenGov/envelopes		02/10/2011	63.87
			Check Total:	63.87
Check No: 0	Check Date: ?	Vendor: 1116	Mountain Paint	
021611	Business License/refund unused porti		02/16/2011	87.50
			Check Total:	87.50
Check No: 0	Check Date: ?	Vendor: 1285	CA Dept Corrections and Rehabi	
180085331 2	Landscape/CCI work crew		12/31/2010	2,040.00
180085331 3	Depot/repairs & maint		12/31/2010	816.00
180085331 1	Sirts/maint.-CCI		12/31/2010	4,488.00
			Check Total:	7,344.00
Check No: 0	Check Date: ?	Vendor: 1286	M&M's Sports Uniforms & Embroi	
22882	PD/artwrk/sew on patches		01/24/2011	34.10
			Check Total:	34.10
Check No: 0	Check Date: ?	Vendor: 1404	Bowman Asphalt, Inc.	
122010	Mill & H strt prjct/Final Pymnt 12-2		12/03/2010	42,528.25
			Check Total:	42,528.25
Check No: 0	Check Date: ?	Vendor: 1442	FLEX ONE AFLAC	
568349ER	GenGov/admin fees		03/01/2011	50.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	50.00
Check No: 0	Check Date: ?	Vendor: 1505	Benz Construction Services	
1773487	PblcWrks/toilet rental & service		02/01/2011	55.10
			Check Total:	55.10
Check No: 0	Check Date: ?	Vendor: 1679	Marcia Smith	
030111 1	CommDev/meals		03/01/2011	14.28
030111 2	CommDev/parking		03/01/2011	9.00
			Check Total:	23.28
Check No: 0	Check Date: ?	Vendor: 1695	Applegate Garden Florist	
023099	Arprt/green plant/Hetge		10/28/2010	40.00
			Check Total:	40.00
Check No: 0	Check Date: ?	Vendor: 1729	Alpha Landscape Maintenance	
10750 1	GenGov/City offices		01/27/2011	45.38
10751 1	GenGov/Mojave trash dump/Market plc		01/27/2011	4.95
10750 2	GenGov/Market Place & Union Pacific		01/27/2011	201.79
10751 13	GenGov/Pioneer Park		01/27/2011	7.40
10751 14	GenGov/Old Town planter		01/27/2011	2.47
10751 16	GenGov/old fire house Pinon		01/27/2011	2.47
10751 17	GenGov/Railroad Park		01/27/2011	2.47
10751 18	GenGov/Taco sandwich		01/27/2011	2.47
10751 19	GenGov/Senior center		01/27/2011	2.47
10751 21	GenGov/Robinson parking lot		01/27/2011	1.23
10750 16	GenGov/Pioneer Park		01/27/2011	506.04
10750 17	GenGov/Old Town planters		01/27/2011	11.12
10750 19	GenGov/old fire house Pinon		01/27/2011	109.63
10750 20	GenGov/Railroad park		01/27/2011	461.02
10750 21	GenGov/Taco sandwich & wall		01/27/2011	25.68
10750 22	GenGov/Senior center		01/27/2011	95.95
10750 24	GenGov/Robinson parking lot		01/27/2011	22.85
10751 20	Depot/Railroad Depot		01/27/2011	4.93
10750 23	Depot/Railroad Depot		01/27/2011	116.44
10751 12	Strts/Dennison		01/27/2011	7.40
10751 2	Strts/Mill st islands		01/27/2011	7.40
10751 3	Strts/Capitol Hills		01/27/2011	4.93
10751 9	Strts/South Curry		01/27/2011	4.93
10750 3	Strt Landscape Maint/Mill str island		01/27/2011	392.38
10750 4	Strt Landscape Maint/Capitol Hills S		01/27/2011	246.63
10750 10	Strt Landscape Maint/South Curry		01/27/2011	207.93
10750 13	Landscape/street trees		01/27/2011	113.10
10750 14	Landscape/Dennison str		01/27/2011	658.10
10751 10	LLD/Heritage Oaks		01/27/2011	24.67
10750 11	Landscape/Heritage Oak		01/27/2011	787.98
10750 15	Landscape/Clear View		01/27/2011	294.12
10751 4	LLD/Manzanita Park		01/27/2011	7.40
10751 5	LLD/KB trct highland imd		01/27/2011	2.47
10750 5	Landscape Maint/Manzanita Park		01/27/2011	693.93
10750 6	Landscape Maint/KB trct highland imd		01/27/2011	468.03
10751 6	LLD/Alta trct Warrior Park		01/27/2011	56.75
10751 7	LLD/Alta parkway lawns		01/27/2011	4.93
10751 8	LLD/Alta planters highline		01/27/2011	24.67
10750 7	Landscape Maint/Alta trct/warrior pa		01/27/2011	4,082.07
10750 8	Landscape Maint/Alta Parkway lawns		01/27/2011	160.38
10750 9	Landscape Maint/Alta Planters-highli		01/27/2011	1,433.48
10751 11	LLD/KB/Dennison		01/27/2011	69.08
10750 12	Landscape/KB trct/Dennison		01/27/2011	3,293.96
10751 15	LLD/Mill str cottages		01/27/2011	1.23

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
10750 18	Landscape Maint/Mill strt cottages		01/27/2011	22.49
			Check Total:	14,697.20
Check No: 0 C78855	Check Date: ? Strts/water filter/nozzles	Vendor: 1846	Haaker Equipment Company 02/10/2011	253.11
			Check Total:	253.11
Check No: 0 180410161	Check Date: ? Swr/waste mgmt/ddrt	Vendor: 1860	Kern County Waste Management D 09/15/2010	159.00
			Check Total:	159.00
Check No: 0 032011	Check Date: ? PD/dispatch service	Vendor: 1866	Bear Valley CSD 03/01/2011	32,093.04
			Check Total:	32,093.04
Check No: 0 012611 0052	Check Date: ? Landscape/spark plugs Wtr/multi quip tamper throttle contr	Vendor: 1947	Tehachapi Lawn and Garden 01/26/2011 02/08/2011	5.29 330.27
			Check Total:	335.56
Check No: 0 937358 1 937358 5 937358 6 937358 4 937358 2 937358 3	Check Date: ? GenGov/alarm monitoring GenGov/alarm monitoring PblcWrks/alarm monitoring Wtr/alarm monitoring Arprt/alarm monitoring Arprt/phone line backup	Vendor: 1982	SSD Systems 02/14/2011 02/14/2011 02/14/2011 02/14/2011 02/14/2011 02/14/2011	33.00 33.00 30.00 33.00 33.00 22.00
			Check Total:	184.00
Check No: 0 692029 692995 693150 693115 693436	Check Date: ? PblcWrks/shock sensa trac Strts/v belt/buld Arprt/batt cable lug Arprt/prim wire/batt cable/switch/fu Arprt/batt protect	Vendor: 2111	Swift Napa Auto Parts 01/31/2011 02/09/2011 02/22/2011 02/10/2011 02/14/2011	87.66 33.46 9.68 81.38 4.32
			Check Total:	216.50
Check No: 0 144976 FEB2986	Check Date: ? GenGov/coffee/supplies GenGov/rental water cooler	Vendor: 2147	Coffee Break Service, Inc. 02/16/2011 02/10/2011	110.10 26.95
			Check Total:	137.05
Check No: 0 55269	Check Date: ? Arprt/awos maintenance	Vendor: 2472	All Weather Inc. 02/28/2011	2,223.33
			Check Total:	2,223.33
Check No: 0 20110209	Check Date: ? Arprt/subscription	Vendor: 2514	Trade-A-Plane 02/09/2011	45.00
			Check Total:	45.00
Check No: 0 17416	Check Date: ? PD/lx stereo w/picture-in-picture sy	Vendor: 2636	HDWBC 02/28/2011	12,328.07
			Check Total:	12,328.07
Check No: 0 F0002210	Check Date: ? Strts/finance charge	Vendor: 2708	BBC Saw Works, Inc. 02/01/2011	25.29
			Check Total:	25.29

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 14716	Check Date: ? PD/shirts	Vendor: 2785	Bakersfield VIP Uniforms, Inc. 02/11/2011	136.37
			Check Total:	136.37
Check No: 0 4027 1	Check Date: ? GenGov/cleaning/115 S Robinson st	Vendor: 2892	Mountain Maintenance Group, In 02/11/2011	480.00
4047 1	GenGov/cleaning/115 S Robinson st		03/01/2011	180.00
4031 1	GenGov/cleaning/115 S Robinson st		02/21/2011	240.00
4027 2	PD/cleaning/129 E F st		02/11/2011	600.00
4047 2	PD/cleaning/129 E F st		03/01/2011	300.00
4031 2	PD/cleaning/129 E F st		02/21/2011	300.00
4032	Depot/cleaning/101 W Teh blv		02/21/2011	500.00
4048	Depot/cleaning/101 W Teh blv		03/01/2011	250.00
4028	Depot/cleaning/101 W Teh blv		02/11/2011	250.00
4029	Arprt/cleaning/314 N Hayes		02/11/2011	100.00
4033	Arprt/cleaning/314 N Hayes		02/21/2011	50.00
4049	Arprt/cleaning/314 N Hayes		03/01/2011	50.00
			Check Total:	3,300.00
Check No: 0 87603	Check Date: ? GenGov/monthly fee/hosting & support	Vendor: 2914	CivicPlus 03/01/2011	530.25
			Check Total:	530.25
Check No: 0 21266	Check Date: ? PblcWrks/fence & gate rent	Vendor: 2978	Andy Gump, Inc 01/27/2011	89.63
			Check Total:	89.63
Check No: 0 143771	Check Date: ? GenGov/legal srvc-extra	Vendor: 2981	Burke, Williams & Sorenson, LL 02/11/2011	2.40
			Check Total:	2.40
Check No: 0 2269	Check Date: ? PD/pwr stering line/engine line	Vendor: 3051	Tehachapi Transmissions, Inc. 02/22/2011	432.33
004479	PD/oil filter/mtr oil		02/17/2011	32.00
2256	PD/battery		02/17/2011	101.95
			Check Total:	566.28
Check No: 0 00203872	Check Date: ? Clerk/annual code on internet fee	Vendor: 3062	Municipal Code Corporation 02/09/2011	500.00
			Check Total:	500.00
Check No: 0 37092693C	Check Date: ? Plan Chck Fee/SCE expansion	Vendor: 3066	AECOM Water 02/16/2011	7,744.79
37092693B	Plan Chck Fee/Vineyard Church		02/16/2011	5,211.46
37092693A	Plan Chck Fee/St. Malachy addition		02/16/2011	737.43
37092272B	GenGov/meetings		02/16/2011	1,161.00
37092272A	GenGov/meetings		02/16/2011	950.00
37093068	PblcWrks/tract 6216 (legal)		02/16/2011	277.50
37092272C	CommDev/planning assistance		02/16/2011	2,293.50
37092490A	CommDev/Teh Hospital		02/16/2011	486.93
37092490B	CommDev/Walmart		02/16/2011	1,105.00
37092490C	CommDev/Village (Global)		02/16/2011	1,589.42
37092682A	CommDev/Village at Teh		02/16/2011	641.00
37092490D	CommDev/SCE expansion		02/16/2011	170.00
37092682B	CommDev/SCE expansion		02/16/2011	220.00
37092490E	CommDev/Vineyard Church		02/16/2011	125.00
37092490F	CommDev/St. Malachy Church		02/16/2011	85.00
37093046	Green st lighting/dwntwn beautificat		02/16/2011	2,164.27
37092844	Centennial Plaza/construction admin		02/16/2011	7,294.78

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
37092927	Challenger drv extn/final design prj		02/16/2011	7,632.40
37093054	Valley Shoulder Exten/widening prjct		02/16/2011	5,795.00
37092272D	Wtr/utility assistance T&T tanks		02/16/2011	370.00
37092912	C strt wtr line replacement		02/16/2011	8,854.86
37092928	Tucker Swr lift sttn/admin srvc		02/16/2011	2,830.14
37092272E	Swr/WW assistance		02/16/2011	3,805.50
37092890	Swr New Plant/WWTP upgrade prjct		02/16/2011	9,712.00
37092900	Teh blv imprvmnts prjct ph IV		02/16/2011	6,532.88
Check Total:				77,789.86
Check No: 0	Check Date: ?	Vendor: 3173	Soto Tire & Wheels	
021811	PD/tires		02/18/2011	540.00
021511	PD/tires		02/15/2011	540.00
123110	PD/tires		12/31/2010	640.00
Check Total:				1,720.00
Check No: 0	Check Date: ?	Vendor: 3248	Three Way Automotive Group	
C93864	GenGov/Tahoe repair/switch		02/18/2011	258.89
C92892	Wtr/level senders/injector/egr&clean		02/09/2011	2,360.71
Check Total:				2,619.60
Check No: 0	Check Date: ?	Vendor: 3270	EcoTierra Consulting	
004	CommDev/consulting/labor		02/11/2011	10,219.80
Check Total:				10,219.80
Check No: 0	Check Date: ?	Vendor: 3287	Young Lighting Agency Inc.	
1590	GenGov/b32 el cap/lens		02/01/2011	2,837.23
Check Total:				2,837.23
Check No: 0	Check Date: ?	Vendor: 3292	Tehachapi Veterinary Hospital	
116416	PD/frontline pls K9 3doses		01/20/2011	49.99
110553	PD/chews/microchip implant/collar/ov		12/01/2010	264.56
Check Total:				314.55
Check No: 0	Check Date: ?	Vendor: 3344	Jim Mitchell	
322840	Arprt/soil sterilant/wd kllr/surflan		02/22/2011	4,272.00
Check Total:				4,272.00
Check No: 0	Check Date: ?	Vendor: 3345	Wanco Inc.	
087803 UT	Use Tax		06/08/2010	-7.43
087803	Strts/wtv3-04 5.8 software		06/08/2010	111.43
Check Total:				104.00
Check No: 0	Check Date: ?	Vendor: 3346	Tehachapi Collaborative	
022411	PD/Corporate membership/J.Kermode		02/24/2011	100.00
Check Total:				100.00
Report Total:				281,644.70

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33270 052311	Check Date: 02/24/2011 PD/registration/W.Empey	Vendor: 3341	STARS 02/15/2011	50.00
			Check Total:	50.00
			Report Total:	0.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33180	Check Date: 02/16/2011	Vendor: 3338	Allan Hancock College	
013111	PD/registration/Rick Disney		01/31/2011	49.00
			Check Total:	49.00
Check No: 33181	Check Date: 02/16/2011	Vendor: 2963	AT&T	
2061316	GenGov/City Hall fax		02/06/2011	14.77
2061313	GenGov/City Hall		02/06/2011	138.45
2061836	GenGov/108 Pinon house		02/06/2011	15.26
2062114	PD/breathalyzer machine		02/06/2011	15.70
2062180	Depot		02/06/2011	46.25
2054273	Wtr/fax		02/02/2011	29.96
2061322	Swr/scada		02/06/2011	75.69
2061314	Swr/WWTP office		02/06/2011	5.06
2061315	Swr/swr lift		02/06/2011	15.89
2061317	Arprt/awos		02/06/2011	15.39
2061319	Arprt/fuel sys		02/06/2011	15.70
			Check Total:	388.12
Check No: 33182	Check Date: 02/16/2011	Vendor: 1739	Chevron & Texaco Business Card	
020611	PD/fleet vehicle fuel		02/06/2011	4,941.21
			Check Total:	4,941.21
Check No: 33183	Check Date: 02/16/2011	Vendor: 3337	Richard A. Disney	
013111	PD/meal allowance		01/31/2011	160.00
			Check Total:	160.00
Check No: 33184	Check Date: 02/16/2011	Vendor: 3339	Fairfield Inn & Suites, Santa	
013111	PD/lodging/Rick Disney		01/31/2011	277.20
			Check Total:	277.20
Check No: 33185	Check Date: 02/16/2011	Vendor: 0395	The Gas Company	
020411	GenGov/heating&ac/115 S Robinson		02/04/2011	131.16
			Check Total:	131.16
Check No: 33186	Check Date: 02/16/2011	Vendor: 2695	Home Depot Credit Services	
2561003	GenGov/106 qt box		01/13/2011	15.13
7021612	GenGov/boxes		01/18/2011	10.50
3593185	GenGov9 volt pck		01/12/2011	11.33
6012655	GenGov/swivel/elbow		01/19/2011	52.44
4020569	GenGov/exterior lights @ City hall		01/11/2011	49.11
5993059	GenGov/batteries		01/10/2011	15.12
3020705	PblcWrks/wire brushes		01/12/2011	46.48
2131401	PblcWrks/fork5tines		01/13/2011	37.86
0593587	PblcWrks/hammer		01/25/2011	16.09
0102125	PblcWrks/90wlongfl flood lights		01/05/2011	8.64
9012236	PblcWrks/2x4 studs		01/06/2011	13.15
9102152	PblcWrks/flood lights		01/06/2011	25.92
9992696	PblcWrks/60" shlv/vcestmstr		01/06/2011	127.16
5020520	PblcWrks/60" shlv/shelf unit		01/10/2011	204.08
6021794 1	PblcWrks/2" crimp/bit		01/19/2011	9.37
1022424	PblcWrks/enr aa16/150wqht		01/24/2011	32.41
2023789	PblcWrks/flags		02/02/2011	43.13
9994751	PblcWrks/test plugs		01/26/2011	12.88
4020573	PblcWrks/20gal tote		01/11/2011	10.57
0971330	PblcWrks/solder/respirator		01/05/2011	29.05
3020691	Landscape/gloves		01/12/2011	10.79
2993404	Lndscp/tool box		01/13/2011	6.48
5131677	Cnstrctn/plug/sakrt		01/20/2011	50.49
2993386	Cnstrctn/box tape/duct tape		01/13/2011	38.48
4023529	Cnstrctn/bosch bit/corner brce/tapco		01/31/2011	43.62

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
4013027	Cnstrctn/lumber		01/31/2011	39.58
8994855	Strts/laq thnr gal		01/27/2011	18.84
8994887	Strts/hexnut gal/bolts		01/27/2011	25.47
4020663	Streets/rust remover/1" foam brsh		01/11/2011	6.18
9029969	Dwntwn maint/street lights		01/06/2011	9.17
9593009	Dwntwn maint/street lights		01/06/2011	116.35
5561458	Dwntwn maint/yardbags		01/20/2011	60.49
5020524	CentennialPlaza/lumber		01/10/2011	125.07
0994634	Wtr/m adapter/pvc ball vlv/bushings		01/25/2011	8.27
7021642	Wtr/chargerbld/angl gauges		01/18/2011	82.12
5994169	Wtr/sakrt/pvr bs bag		01/20/2011	28.15
0029845	Swr/screwdrive		01/05/2011	3.22
0029753	Swr/broom/bucket/6.5qt clr		01/05/2011	21.27
0102117	Swr/6.5 qt clr/return		01/05/2011	-6.42
0029792	Swr/6.5qt clr		01/05/2011	6.43
9029913	Swr/rk bar 36		01/06/2011	16.11
3020750	Swr/clthsline		01/12/2011	12.95
6021794 2	PblcWrks/2" crimp/bit		01/19/2011	9.38
9561791	Swr/swnapl/hd 3pk		01/26/2011	8.40
8022894	Swr/pond pebbles		01/27/2011	48.56
2023797	Swr/sakrete/steel stakes		02/02/2011	14.13
1593563	Swr/wire rope/zinc		01/24/2011	17.61
0022622	Swr/pvc solvent		01/25/2011	10.37
9029947	Arprt/snwshvl 18"		01/06/2011	28.08
4020641	Arprt/23 watt 2pk		01/11/2011	12.93
3593183	Arprt/hook/oust clean/starter/padloc		01/12/2011	163.88
4013003	Arprt/9v 2pck batteries		01/31/2011	30.75
1022474	Arprt/angl gauge/noisemuffler/sht me		01/24/2011	323.67
1022558	Arprt/ubolt/pipe/tee/splic/ring term		01/24/2011	201.04
2013108	Arprt/mount tape/bits		02/02/2011	80.07
Check Total:				2,442.40

<u>Check No:</u>	<u>Check Date:</u>	<u>Vendor:</u>	<u>Southern California Edison</u>	
0209111	02/16/2011	0372	02/09/2011	22.57
0208112			02/08/2011	74.79
0210113			02/10/2011	122.94
0208114			02/08/2011	904.02
0208115			02/08/2011	1,019.67
0210117			02/10/2011	2,097.68
0209116			02/09/2011	133.19
0209118			02/09/2011	172.71
0209119			02/09/2011	23.30
02091110			02/09/2011	22.43
02091111			02/09/2011	21.11
02081112			02/08/2011	276.47
02091113			02/09/2011	22.57
02091114			02/09/2011	22.72
02091115			02/09/2011	24.71
02091116			02/09/2011	21.84
02081117			02/08/2011	1,232.64
02081118			02/08/2011	80.06
Check Total:				6,295.42

Report Total: 14,684.51

City of Tehachapi
User:delphina

Accounts Payable
Checks by Date - Detail by Check Number

Printed: 02/24/2011 09:46
Detail

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33269 021711	Check Date: 02/24/2011 Council/trailer	Vendor: 3340	Bonander Trailers 02/17/2011	5,929.10
			Check Total:	5,929.10
			Report Total:	5,929.10

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33271 03012011	Check Date: 02/28/2011 Wtr/Cert renewal/A. Gamble	Vendor: 1937	Department of Public Health Dr 02/28/2011	55.00
			Check Total:	55.00
Check No: 33272 022811 2	Check Date: 02/28/2011 Clerk/lodging/CCAC wrkshp/A. Whitmor	Vendor: 3342	Embassy Suites Napa Valley 02/28/2011	191.64
			Check Total:	191.64
Check No: 33273 022811 1	Check Date: 02/28/2011 Clerk/meals allowance/CCAC wrkshp	Vendor: 3343	Ashley G. Whitmore 02/28/2011	50.00
			Check Total:	50.00
			Report Total:	296.64

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33274	Check Date: 03/04/2011	Vendor: 2472	All Weather Inc.	
54834	Arprt/awos maintenance		10/29/2010	2,223.33
			Check Total:	2,223.33
Check No: 33275	Check Date: 03/04/2011	Vendor: 2963	AT&T	
2069349	PD/T1 line		02/11/2011	303.75
2079944	PD/subscriber access line		02/13/2011	177.77
			Check Total:	481.52
Check No: 33276	Check Date: 03/04/2011	Vendor: 0395	The Gas Company	
0216111	GenGov/heating&ac/108 Pinon		02/16/2011	139.01
0209112	PD/heating&ac/129 E F st		02/09/2011	307.19
0210113	Wtr/heating&ac/100 CommWay		02/10/2011	83.62
0210114	Arprt/heating&ac/409 Bryan ct		02/10/2011	142.76
			Check Total:	672.58
Check No: 33277	Check Date: 03/04/2011	Vendor: 0372	Southern California Edison	
0226111	GenGov/1125 Capital Hills		02/26/2011	21.84
0223112	GenGov/311 E D st		02/23/2011	113.58
0218113	GenGov/115 S Robinson st		02/18/2011	637.07
0218115	GenGov/303 E D st		02/18/2011	33.94
0218116	GenGov/108 Pinon st		02/18/2011	18.26
02261130	GenGov/111 W I st		02/26/2011	56.57
02261131	GenGov/109 E Teh blv		02/26/2011	61.03
02181110	PblcWrks/800 Enterprise		02/18/2011	85.04
02181111	PblcWrks/800 Enterprise shop		02/18/2011	34.85
0218114	PD/129 E F st		02/18/2011	784.47
02231113	Park/114 S Green		02/23/2011	140.72
02171114	Strts/800 Curry A		02/17/2011	42.81
02261115	Strts/209 1/2 E Teh blv		02/26/2011	21.84
02261116	Strts/333 1/2 E Teh blv		02/26/2011	221.30
02261117	TrfcSignal/801 Mountain View av		02/26/2011	47.82
0218118	Wtr/100 CommWay		02/18/2011	160.61
0218119	Wtr/101 CommWay		02/18/2011	159.02
02181112	Swr/800 Enterprise		02/18/2011	426.22
0218117	Arprt/314 N Hayes st #B		02/18/2011	267.95
02261118	Arprt/314 N Hayes st #G3		02/26/2011	32.79
02261119	Arprt/314 N Hayes st		02/26/2011	142.98
02261120	Arprt/314 N Hayes st PAPI		02/26/2011	42.33
02261121	Arprt/409 Bryan ct		02/26/2011	465.43
02261122	Arprt/314 N Hayes st #50		02/26/2011	23.98
02261123	Arprt/West end Teh arprt		02/26/2011	21.84
02181124	Arprt/314 N Hayes st		02/18/2011	56.13
02181125	Arprt/9999 1/2 Hayes		02/18/2011	82.20
02181126	Arprt/316 S Mojave st		02/18/2011	50.59
02181127	Arprt/Teh arprt 4		02/18/2011	15.34
02231128	LLD/318 E E st		02/23/2011	105.73
02241129	LLD/329 1/2 D st		02/24/2011	91.02
			Check Total:	4,465.30
Check No: 33278	Check Date: 03/04/2011	Vendor: 0433	Tehachapi Recycling, Inc.	
02032011	Recycling contract		03/01/2011	13,305.43
			Check Total:	13,305.43
Check No: 33279	Check Date: 03/04/2011	Vendor: 0434	Tehachapi Sanitation	
02012011	Kern County gate fees		03/01/2011	12,387.50
02222011	Refuse contract		03/01/2011	62,600.56
			Check Total:	74,988.06

City of Tehachapi
User:delphina

Accounts Payable
Checks by Date - Detail by Check Number

Printed: 03/03/2011 08:27
Detail

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33280 0946408450	Check Date: 03/04/2011 PD/mobile broadband	Vendor: 3011	Verizon Wireless 02/24/2011	468.28
			Check Total:	468.28
			Report Total:	96,604.50

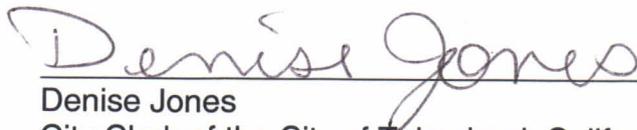


TEHACHAPI CITY COUNCIL
NOTICE OF PUBLIC HEARING
COMMUNITY TRANSIT NEEDS

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Tehachapi at 6:00 p.m., or thereafter, on Monday, March 7, 2011, at the BeeKay Theatre, 110 S. Green Street, Tehachapi, California, to consider possible unmet transit needs for residents within the City of Tehachapi.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard.

TEHACHAPI CITY COUNCIL



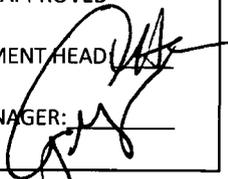
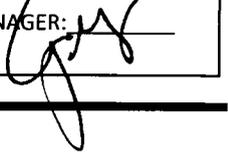
Denise Jones
City Clerk of the City of Tehachapi, California

Dated: January 4, 2011
Publish: January 12, 2011

COUNCIL REPORTS

AGENDA SECTION: Finance

MEETING DATE: March 7, 2010

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR VERNON AND COUNCIL MEMBERS

FROM: Hannah Chung

DATE: March 7, 2011

SUBJECT: Public Hearing and Proposed Resolution Dealing with Transit Needs within the City

BACKGROUND

As part of the annual Public Transit Claim for Transportation Development Act (TDA) funds, it is necessary to conduct a public hearing to receive public testimony concerning the transit needs within the City.

City of Tehachapi provides transit service, Dial-A-Ride, through Kern Regional Transit. Utilizing two buses, transit services are provided from 5:30am to 7:00pm, Monday through Friday within the City limits of Tehachapi and between the City and certain areas of the County. One bus runs from 5:30am to 8:30am and 10:30am to 3:30pm. The other bus runs from 7:30am to 11:15am and 12:45pm to 7:00pm. The current one-way fares are as listed below:

General Public	\$1.00	Seniors (62 and over)	\$0.75
Disabled	\$0.75	Youth (5 ~ 15)	\$0.75
Children 4 and under	Free		

The average cost per rider from July, 2009 through June, 2010 is \$22.14 and the subsidized cost per rider during the same period is \$21.34.

The City is required to adopt a resolution annually proving that "there are no areas within the City with unmet public transit needs which could be reasonably met by expansion of the existing system or establishment of a new system." This resolution also authorizes the City Manager to execute and file claims for TDA apportionment and allocations for FY 2011-12.

FISCAL IMPACT

This resolution allows the City to file for TDA funds that are used both for transit needs and our public roads. The estimated TDA apportionment for the fiscal year 2011/12 for the City is \$467,790.

RECOMMENDATION

Adopt the Resolution finding that there are no unmet transit needs that are reasonable to meet within the City.

City of Tehachapi
Tehachapi Dial-A-Ride
From July 1, 2009 through June 30, 2010

O:\Transit\7. Dial A Ride Summary09-10.xls\09-10

446-4410

Month	Days of Service		Operating Hours		Ridership		Mileage		Fairbox Revenue \$		Expenditure \$	
	City	County	City	County	City	County	City	County	City	County	City	County
July	21	21	184	184	375	375	2222	2222	280.15	280.15	9,065.48	9,065.48
August	21	21	184	184	348.5	348.5	2038	2038	280.15	280.15	7,869.35	7,869.34
September	21	21	168	168	542.5	542.5	1832.5	1832.5	280.15	280.15	7,881.28	7,881.27
October	22	22	176	176	461.5	461.5	2069.5	2069.5	436.88	436.88	8,797.31	8,797.31
November	20	20	160	160	487	487	1659	1659	436.88	436.88	8,058.02	8,058.02
December	22	22	160	160	432.5	432.5	1695.5	1695.5	436.88	436.88	8,666.88	8,666.88
January	20	20	160	160	332	332	1656	1656	246.08	246.08	8,021.10	8,021.10
February	20	20	160	160	583	583	1898	1898	454.28	454.28	8,170.12	8,170.12
March	22	22	180.8	180.8	603	603	2274.5	2274.5	481.53	481.53	8,716.30	8,716.30
April	22	22	176	176	577.5	577.5	2153.5	2153.5	464.28	464.28	8,622.82	8,622.82
May	20	20	160	160	614.5	614.5	2036.5	2036.5	481.76	481.76	7,785.31	7,785.31
June	22	22	176	176	469	469	1851.5	1851.5	377.15	377.15	8,605.03	8,605.03
Total	253	253	2,045	2,045	5,826	5,826	23,387	23,387	\$4,656.17	\$4,656.17	\$100,259.00	\$100,258.98
Average	21.08	21.08	170.40	170.40	486	486	1,948.88	1,948.88	\$ 388.01	\$ 388.01	\$ 8,354.92	8,354.92
	Days per Month		Operating Hrs per Mo.		Passengers per Month		Miles per Month		Avg Fairbox Revenue/Mo.		Avg. Expense/ Mo.	

RIDERSHIP

	General Public		Seniors		Disabled		Youth			Total Passengers
	within zone	B/W zones	within zone	B/W zones	within zone	B/W zones	within zone	B/W zones	Non Paying	
July	115	14	76	6	46	34	60	5	22	375
August	97	22	66	8	38	34	72	2	11	349
September	123	21	63	5	56	55	180	12	30	543
October	66	15	90	22	88	36	66	46	36	462
November	122	8	59	4	56	29	168	22	21	487
December	103	4	64	9	58	40	130	11	16	433
January	69	3	48	1	36	27	101	24	25	332
February	120	20	46	2	85	51	219	25	19	583
March	165	16	64	2	72	61	187	22	16	603
April	174	8	46	5	79	38	180	20	29	578
May	181	11	42	1	70	62	192	27	31	615
June	156	33	61	2	60	56	71	9	23	469
Total	1,489	173	721	64	740	519	1,624	221	277	5,826
	1,662		785		1,259		2,121			
Percentage	29%		13%		22%		36%			100%

OPERATIONAL CONTRACT COSTS

446-446-6737

CITY ONLY	Ryder/ATE		Insurance	Maint	Fuel	Admin	Storage	CHP Cert	Advertising	Misc	Total
July	7,091.69	421.36	933.24	516.69		102.50					9,065.48
August	6,489.05	384.72	359.51	533.58		102.50					7,869.36
September	6,550.47	384.72	307.77	535.82		102.50					7,881.28
October	7,202.07	403.04	551.45	538.26		102.50					8,797.32
November	6,278.43	366.40	812.91	497.78		102.50					8,058.02
December	6,762.99	398.75	862.68	539.97		102.50					8,666.89
January	6,254.19	366.40	811.44	486.57		102.50					8,021.10
February	6,286.38	366.40	702.26	712.58		102.50					8,170.12
March	6,975.36	413.92	599.03	625.49		102.50					8,716.30
April	6,835.58	403.04	689.49	592.22		102.50					8,622.83
May	6,248.38	366.40	551.35	516.69		102.50					7,785.32
June	6,817.78	403.04	689.49	592.22		102.50					8,605.03

2009/10 Total Expense: 128,956.41

Total Cost per rider / Ride \$ 22.14
 Subsidized Cost per Rider / Ride \$ 21.34

Contract Cost per rider / Ride \$ 17.21
 Subsidized Contracted Cost per Rider / Ride \$ 16.41

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI FINDING THAT THERE ARE NO UNMET TRANSIT NEEDS THAT ARE REASONABLE TO MEET WITHIN THE CITY.

WHEREAS, the City of Tehachapi City Council conducted a public hearing on Monday, March 7, 2011, to consider possible unmet transit needs within the City, and;

WHEREAS, the City of Tehachapi currently provides public transportation service within the City of Tehachapi, and;

WHEREAS, the objectives of providing the public transportation system are to meet the public need for limited cost transportation, to serve the mobility limited population, and to provide an alternative to private vehicle transportation.

NOW, THEREFORE, BE IT RESOLVED by the City of Tehachapi City Council that, after holding a duly advertised public hearing and receiving public testimony, it finds there are no areas within the City with unmet public transit needs which could be reasonably met by expansion of the existing system or establishment of a new system.

BE IT FURTHER RESOLVED, that a copy of this resolution be transmitted to the Kern County Council of Governments in conjunction with the filing of claims for Transportation Development Act Funds for Fiscal Year 2011-12 and that the City Manager is authorized to execute said claims.

PASSED AND ADOPTED by the City Council of the City of Tehachapi this 7th day of March, 2011.

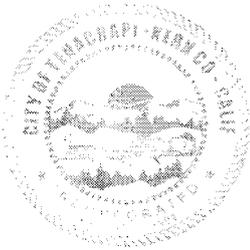
ED GRIMES, Mayor of the
City of Tehachapi, California

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 March 7, 2011.

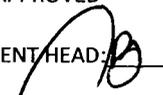
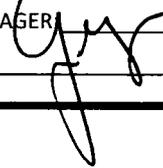
DENISE JONES
City Clerk of the City of Tehachapi, California



COUNCIL REPORTS

AGENDA SECTION: COMMUNITY DEVELOPMENT

MEETING DATE: March 7, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: CHAIRMAN GRIMES AND BOARD OF DIRECTORS

FROM: DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: March 3, 2011

SUBJECT: REGARDING A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE TEHACHAPI RDA TO EXECUTE A PUBLIC IMPROVEMENT AGREEMENT BETWEEN THE CITY OF TEHACHAPI REDEVELOPMENT AGENCY AND THE CITY OF TEHACHAPI FOR THE EXPANSION OF THE SEWER TREATMENT PLANT

BACKGROUND:

As the City Council is aware, the Governor has drafted legislation that will eliminate all redevelopment agencies in California as a component of his efforts to balance the State budget. It is anticipated that the legislation will come up for a vote on March 9, 2011. Once the legislation becomes law all California redevelopment agencies will be precluded from expending any funds towards projects other than the continued debt service on existing tax increment financing bonds. The only significant project that is anticipated to be funded in part utilizing redevelopment resources is the upgrade to the sewer treatment plant. The Redevelopment Agency has earmarked, if you will, a \$1,000,000 contribution towards the sewer treatment plant expansion.

BACKGROUND:

There are two (2) strategies that redevelopment agencies and associated cities are utilizing towards obligating redevelopment funds for projects as enumerated below.

1. Have the project in question under contract for construction or
2. Enter into a City/RDA Public Improvement Agreement.

The sewer treatment plant improvement bid package was disseminated on February 3, 2011 and the bid opening is anticipated for March 24, 2011. As such there is not sufficient time in which to have the sewer treatment plant project under contract prior to the March 9, 2011 vote on the redevelopment legislation assuming the legislation passes.

Therefore, as an alternate mechanism by which to obligate the \$1,000,000 RDA contribution to the sewer treatment plant project staff is recommending that the City of Tehachapi and the Tehachapi RDA enter into a Public Improvement Agreement. Based upon our research it is staff's opinion that the Public Improvement Agreement in conjunction with a resolution making required findings in accordance with Health and Safety Code Section 33445 may protect the \$1,000,000 RDA

contribution to the sewer treatment plant expansion from the proposed legislation to eliminate redevelopment and in this regard allow the Tehachapi RDA to obligate those funds.

OPTIONS:

Staff is of the opinion that there are two (2) options as enumerated below.

1. Enter in a City of Tehachapi/Tehachapi RDA Public Improvement Agreement pursuant to the adoption of the associated City of Tehachapi and Tehachapi RDA resolutions.
2. Not enter into a City of Tehachapi/Tehachapi RDA Improvement Agreement and allow the RDA legislation to run its course and accept the consequences should the legislation pass.

RECOMMENDATION:

Adopt a Resolution authorizing the Executive Director of the Tehachapi RDA or designee to execute a Public Improvement Agreement between the Tehachapi Redevelopment Agency and the City of Tehachapi for the expansion of the sewer treatment plant.

RESOLUTION _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI REDEVELOPMENT AGENCY MAKING FINDINGS AND DETERMINATIONS IN ACCORDANCE WITH HEALTH AND SAFETY CODE SECTION 33445 FOR THE FINANCING OF IMPROVEMENTS AND UPGRADES TO THE CITY OF TEHACHAPI SEWER TREATMENT PLANT AND AUTHORIZING THE EXECUTIVE DIRECTOR OR DESIGNEE TO EXECUTE A PUBLIC IMPROVEMENT AGREEMENT BETWEEN THE CITY OF TEHACHAPI REDEVELOPMENT AGENCY AND THE CITY OF TEHACHAPI

WHEREAS, on October 15, 2007 by Tehachapi Redevelopment Agency Resolution No. 02-07 the Tehachapi Redevelopment Agency adopted the 2006-2010 Implement Plan for the Tehachapi Redevelopment Project Area; and

WHEREAS, the Tehachapi Redevelopment Implementation Plan identified the Sewer Treatment Plant Expansion and associated improvements (Expansion) as a Redevelopment project necessary to accommodate new development and facilitate economic development; and

WHEREAS, the Tehachapi Redevelopment Implementation Plan allocated \$3,000,000 of RDA resources towards the Expansion at a potential project cost of \$26,000,000, and

WHEREAS, the Tehachapi Redevelopment Agency pursuant to the adoption of the Implementation Plan made the necessary findings and determinations to fund in part the Expansion in accordance with Health and Safety Code 33445, and

WHEREAS, the Expansion is fully designed and represents a shovel ready project, and

WHEREAS, a small portion of the Expansion, referred to as the Upgrade, is currently out to bid and said bid package was disseminated to various contractors on February 3, 2011 with a bid opening date anticipated on March 24, 2011, and

WHEREAS, in connection with the Redevelopment Agency's contribution of \$1,000,000 towards the Expansion, the Redevelopment Agency desires to (a) make required findings in accordance with Health and Safety Code Section 33445; and (b) approve and authorize the execution of a Public Improvement Agreement, and

WHEREAS, the Redevelopment Agency will have an estimated cash balance of \$728,000 at the end of Fiscal Year (FY) 2010-2011 as described in the original FY

2010-2011 budget adopted by the Tehachapi City Council and by the Redevelopment Agency Board of Directors, and

WHEREAS, the Redevelopment Agency previously loaned \$500,000 the City of Tehachapi Water Enterprise Fund (Water Fund) for water system capacity increases, and

WHEREAS, the Redevelopment Agency will be collecting loan repayment revenues from the Water Fund, and

WHEREAS, the Redevelopment Agency will utilize the existing cash balance and future revenues from the City of Tehachapi Water Enterprise Fund loan repayments to fund the \$1,000,000 contribution towards the Expansion.

NOW THEREFORE BE IT RESOLVED by the Redevelopment Agency of the City of Tehachapi as follows:

1. The Agency hereby finds and determines as follows:

a. The contribution of the Redevelopment funds towards the Expansion and associated improvements will assist in the elimination of physical and economic blighting conditions within the Project Area by providing necessary public improvements.

b. The Expansion is consistent with the goals and objectives in the 2006-2010 Implementation Plan as follows.

- Expansion and diversification of the community's economic and employment base through the facilitation of more year-round employment opportunities including industrial development and expansion;
- Improvement and revitalization of the community's service commercial and industrial areas;
- Improvement of infrastructure supporting the Project Area, including street pavement, curb, gutter, sidewalk, sewer, water and storm drainage;
- Enhancement of the community facilities available to residents of the Project Area and supportive of the local population at-large;
- Elimination of mitigation of other existing blighting conditions and influences, including incompatible land uses, obsolete or substandard structures, inadequate public facilities, and/or small, irregular or landlocked parcels.

c. The Expansion will be a significant benefit to the Project Area. This finding is based on the fact that the project will provide a stimulus for private economic

investment, and will benefit not only the immediate Project Area but the community as a whole.

d. There are no other reasonable means available to the City General Fund of financing the Expansion's costs. This finding is based on the lack of sufficient funds in the budget of the City to fund the Expansion together with other urgently needed public improvements and facilities, the lack of adequate state and federal grant funding, and the infeasibility of financing the Expansion through an assessment district, debt service or other conventional method of financing public facilities.

2. The Agency hereby approves and authorizes the Executive Director or designee to execute a Public Improvement Agreement between the City of Tehachapi and the Tehachapi Redevelopment Agency for Redevelopment Agency prepayment of funding for the City Sewer Treatment Plant Expansion Project, in the amount of \$1,000,000 subject to any minor conforming, technical or clarifying changes approved by the General Counsel. The Agency further authorizes the Executive Director to take all actions necessary to carry out the Public Improvement Agreement, and any other documents, actions or steps necessary to carry out the provisions of transaction.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Tehachapi Redevelopment Agency on the 7th day of March, 2011 by the following vote:

AYES: DIRECTORS: _____
NOES: DIRECTORS: _____
ABSTAIN: DIRECTORS: _____
ABSENT: DIRECTORS: _____

ED GRIMES, Chairman, Board of
Directors, Tehachapi Redevelopment
Agency

ATTEST:

DENISE JONES, Secretary, Board of
Directors, Tehachapi Redevelopment
Agency

PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement (the "Agreement") is entered into this _____ day of _____, 2011 (the "Effective Date"), by and between the Redevelopment Agency of The City of Tehachapi, a public body, corporate and politic (the "Agency"), and the City of Tehachapi, a municipal corporation (the "City").

RECITALS

A. The City Council of the City of Tehachapi actions pursuant to the provisions of the California Community Redevelopment Law (Health & Safety Code section 33000, *et seq.*) ("CRL") has activated the Agency and declared itself to constitute the Agency pursuant to Ordinance No. 99-11-653, adopted on December 6, 1999.

B. By Ordinance No. 99-11-653, adopted on December 6, 1999, the City Council of the City of Tehachapi adopted and approved a certain Redevelopment Plan (the "Redevelopment Plan") for Redevelopment Projects, as amended (the "Project"). In the furtherance of the Project, the Agency is allocated property taxes pursuant to section 33670(b) of the CRL for the purposes of redevelopment ("Tax Increment").

C. The intent of the Redevelopment Plans is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the upgrade restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area.

D. The Agency has adopted a Five-Year Implementation Plan for the Project Areas ("Implementation Plan") establishing goals for elimination of blight, production of affordable housing, construction of infrastructure and public improvements and economic development and community and commercial revitalization, including the upgrades to the Sewer Treatment Plant. The Redevelopment Plans and the Implementation Plan and all official records of the Agency are incorporated herein by reference.

E. In furtherance of the Project, the City and Agency have approved a project to upgrade City's Sewer Treatment Plant. The City and Agency made the necessary findings required by Section 33445 CRL by resolutions, which resolutions are incorporated herein by reference. The City Council authorized the dissemination of the Sewer Treatment Plan Upgrade bid package.

F. The City is willing to aid and cooperate with the Agency to expeditiously implement the City Sewer Treatment Plant Upgrade in accordance with the Redevelopment Plans and Implementation Plan on the condition that Agency prepay Tax Increment to finance the City Sewer Treatment Plant Upgrade.

G. Pursuant to Section 33220 of the CRL, certain public bodies, including the City may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. The City and Agency now desire to specifically provide for the

City's construction of the City Sewer Treatment Plant Upgrade and the Agency's prepayment to the City of the funds to complete the City Sewer Treatment Plant Upgrade.

AGREEMENT

NOW, THEREFORE, THE CITY AND THE AGENCY HEREBY AGREE AS FOLLOWS:

1. Purpose of this Agreement. The purpose of this Agreement is to provide for the City's provision of cooperation and assistance in the Agency's City Sewer Treatment Plant Upgrades and the prepayment of funding for such cooperation and assistance from the Agency to the City. The obligations set forth in this Agreement are contractual obligations between the parties.

2. City Sewer Treatment Plant Upgrades. The Agency agrees to pay City the amount of \$1,000,000, to prepay City for partial costs incurred by City in connection with the City Sewer Treatment Plant Upgrades, including, without limitation, partial costs of project administration, construction and construction management (the "Payment"). The Payment shall be payable out of tax increment funds currently held by the Agency and shall be made within five business days of the Effective Date. The City agrees to design and cause the construction and installation of and carry out the City Sewer Treatment Plant Upgrades, to serve and benefit the Project. The City shall provide Agency with a report from time to time as requested by Agency of the City's progress in the completion of the City Sewer Treatment Plant Upgrades, which documents that the Payment is being used for completion of the City Sewer Treatment Plant Upgrades. The City shall use the Payment only in connection with the City Sewer Treatment Plant Upgrades. In the event that the costs of completion of the City Sewer Treatment Plant Upgrades are less than the Payment, City may use the excess funds for the completion of any other Agency project that has been approved by the Agency Board and City Council and for which the City has agreed to perform the work on behalf of the Agency through a Public Improvement Agreement.

3. Indebtedness of the Agency. The payments made by Agency under this Agreement constitutes an indebtedness of the Agency incurred in carrying out the Project, and a pledging of tax allocations from the Project to repay such indebtedness, under the provisions of Section 16 of Article XVI of the California Constitution and Sections 33670-33674 of the Health and Safety Code; provided, however, that such pledge of tax allocations shall always be subordinate and subject to the right of the Agency to pledge or commit tax allocations from the Project to repay bonds or other indebtedness incurred by the Agency in carrying out the Project.

4. Liability and Indemnification. Pursuant to Section 895.4 of the Government Code, the Agency and the City agree that each will assume the full liability imposed upon it or any of its officers, agents or employees for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, and each party agrees to indemnify and hold harmless the other party for any loss, cost or expense that may be imposed upon such other party by virtue of Sections 895.2 and 895.6 of the Government Code.

5. Termination. This Agreement shall terminate upon the completion of the City Sewer Treatment Plant Upgrades.

6. Defaults and Remedies. Failure by any party to perform any action or covenant required by this Agreement within the time periods provided herein following Notice and expiration of any applicable cure period, shall constitute a "Default" under this Agreement. A party claiming a Default shall give written Notice of Default to the defaulting party specifying the alleged Default. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and no other party shall not be in Default if such party within thirty (30) days following receipt of such Notice of Default immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence. Except as otherwise specifically provided herein, upon the occurrence of a Default, the party or parties claiming a Default shall have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any Default, or to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kern County, State of California, in an appropriate municipal court in that County or in the Federal District Court for the Northern District of the State of California.

7. Controlling Agreement. In the event of any conflict or inconsistency between this Agreement and the Amended and Restated Cooperation Agreement, the terms of this Agreement will prevail and control.

8. Severability. If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Agency and the City have executed this Agreement as of the date first above written.

AGENCY:

Redevelopment Agency of the City of Tehachapi

By: _____
Greg Garrett, Executive Director

ATTEST:

By: _____
Denise Jones, Secretary

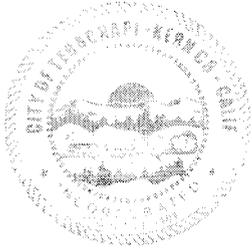
CITY:

City of Tehachapi

By: _____
Greg Garrett, City Manager

ATTEST:

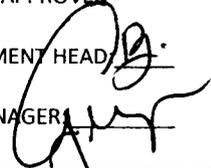
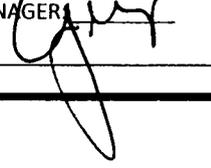
Denise Jones, City Clerk



COUNCIL REPORTS

AGENDA SECTION: COMMUNITY DEVELOPMENT

MEETING DATE: March 7, 2011

APPROVED
DEPARTMENT HEAD 
CITY MANAGER 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: March 3, 2011

SUBJECT: REGARDING A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC IMPROVEMENT AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI REDEVELOPMENT AGENCY FOR THE EXPANSION OF THE SEWER TREATMENT PLANT

BACKGROUND:

As the City Council is aware, the Governor has drafted legislation that will eliminate all redevelopment agencies in California as a component of his efforts to balance the State budget. It is anticipated that the legislation will come up for a vote on March 9, 2011. Once the legislation becomes law all California redevelopment agencies will be precluded from expending any funds towards projects other than the continued debt service on existing tax increment financing bonds. The only significant project that is anticipated to be funded in part utilizing redevelopment resources is the upgrade to the sewer treatment plant. The Redevelopment Agency has earmarked, if you will, a \$1,000,000 contribution towards the sewer treatment plant expansion.

BACKGROUND:

There are two (2) strategies that redevelopment agencies and associated cities are utilizing towards obligating redevelopment funds for projects as enumerated below.

1. Have the project in question under contract for construction or
2. Enter into a City/RDA Public Improvement Agreement.

The sewer treatment plant improvement bid package was disseminated on February 3, 2011 and the bid opening is anticipated for March 24, 2011. As such there is not sufficient time in which to have the sewer treatment plant project under contract prior to the March 9, 2011 vote on the redevelopment legislation assuming the legislation passes.

Therefore, as an alternate mechanism by which to obligate the \$1,000,000 RDA contribution to the sewer treatment plant project staff is recommending that the City of Tehachapi and the Tehachapi RDA enter into a Public Improvement Agreement. Based upon our research it is staff's opinion that the Public Improvement Agreement in conjunction with a resolution making required findings in accordance with Health and Safety Code Section 33445 may protect the \$1,000,000 RDA

RESOLUTION _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI MAKING FINDINGS AND DETERMINATIONS IN ACCORDANCE WITH HEALTH AND SAFETY CODE SECTION 33445 FOR THE FINANCING OF IMPROVEMENTS AND EXPANSION TO THE CITY OF TEHACHAPI SEWER TREATMENT PLANT AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A PUBLIC IMPROVEMENT AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE CITY OF TEHACHAPI REDEVELOPMENT AGENCY

WHEREAS, on October 15, 2007 by Tehachapi Redevelopment Agency Resolution No. 02-07 the Tehachapi Redevelopment Agency adopted the 2006-2010 Implement Plan for the Tehachapi Redevelopment Project Area; and

WHEREAS, the Tehachapi Redevelopment Implementation Plan identified the Sewer Treatment Plant Expansion and associated improvements (Expansion) as a Redevelopment project necessary to accommodate new development and facilitate economic development; and

WHEREAS, the Tehachapi Redevelopment Implementation Plan allocated \$3,000,000 of RDA resources towards the Expansion at a potential project cost of \$26,000,000, and

WHEREAS, the Tehachapi Redevelopment Agency pursuant to the adoption of the Implementation Plan made the necessary findings and determinations to fund in part the Expansion in accordance with Health and Safety Code 33445, and

WHEREAS, the Expansion is fully designed and represents a shovel ready project, and

WHEREAS, a small portion of the Expansion, referred to as the Upgrade, is currently out to bid and said bid package was disseminated to various contractors on February 3, 2011 with a bid opening date anticipated on March 24, 2011, and

WHEREAS, in connection with the Redevelopment Agency's contribution of \$1,000,000 towards the Expansion, the Redevelopment Agency desires to (a) make required findings in accordance with Health and Safety Code Section 33445; and (b) approve and authorize the execution of a Public Improvement Agreement, and

WHEREAS, the Redevelopment Agency will have an estimated cash balance of \$728,000 at the end of Fiscal Year (FY) 2010-2011 as described in the original FY

2010-2011 budget adopted by the Tehachapi City Council and by the Redevelopment Agency Board of Directors, and

WHEREAS, the Redevelopment Agency previously loaned \$500,000 the City of Tehachapi Water Enterprise Fund (Water Fund) for water system capacity increases, and

WHEREAS, the Redevelopment Agency will be collecting loan repayment revenues from the Water Fund, and

WHEREAS, the Redevelopment Agency will utilize the existing cash balance and future revenues from the City of Tehachapi Water Enterprise Fund loan repayments to fund the \$1,000,000 contribution towards the Expansion.

NOW THEREFORE BE IT RESOLVED by the Redevelopment Agency of the City of Tehachapi as follows:

1. The Agency hereby finds and determines as follows:

a. The contribution of the Redevelopment funds towards the Expansion and associated improvements will assist in the elimination of physical and economic blighting conditions within the Project Area by providing necessary public improvements.

b. The Expansion is consistent with the goals and objectives in the 2006-2010 Implementation Plan as follows.

- Expansion and diversification of the community's economic and employment base through the facilitation of more year-round employment opportunities including industrial development and expansion;
- Improvement and revitalization of the community's service commercial and industrial areas;
- Improvement of infrastructure supporting the Project Area, including street pavement, curb, gutter, sidewalk, sewer, water and storm drainage;
- Enhancement of the community facilities available to residents of the Project Area and supportive of the local population at-large;
- Elimination of mitigation of other existing blighting conditions and influences, including incompatible land uses, obsolete or substandard structures, inadequate public facilities, and/or small, irregular or landlocked parcels.

c. The Expansion will be a significant benefit to the Project Area. This finding is based on the fact that the project will provide a stimulus for private economic

investment, and will benefit not only the immediate Project Area but the community as a whole.

d. There are no other reasonable means available to the City General Fund of financing the Expansion's costs. This finding is based on the lack of sufficient funds in the budget of the City to fund the Expansion together with other urgently needed public improvements and facilities, the lack of adequate state and federal grant funding, and the infeasibility of financing the Expansion through an assessment district, debt service or other conventional method of financing public facilities.

2. The Agency hereby approves and authorizes the Executive Director or designee to execute a Public Improvement Agreement between the City of Tehachapi and the Tehachapi Redevelopment Agency for Redevelopment Agency prepayment of funding for the City Sewer Treatment Plant Expansion Project, in the amount of \$1,000,000 subject to any minor conforming, technical or clarifying changes approved by the General Counsel. The Agency further authorizes the Executive Director to take all actions necessary to carry out the Public Improvement Agreement, and any other documents, actions or steps necessary to carry out the provisions of transaction.

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

AYES: COUNCILMEMBERS: _____
NOES: COUNCILMEMBERS: _____
ABSTAIN: COUNCILMEMBERS: _____
ABSENT: COUNCILMEMBERS: _____

ED GRIMES, Mayor
of the City of Tehachapi, California

ATTEST:

DENISE JONES
City Clerk of the City of Tehachapi, California

PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement (the "Agreement") is entered into this _____ day of _____, 2011 (the "Effective Date"), by and between the Redevelopment Agency of The City of Tehachapi, a public body, corporate and politic (the "Agency"), and the City of Tehachapi, a municipal corporation (the "City").

RECITALS

A. The City Council of the City of Tehachapi actions pursuant to the provisions of the California Community Redevelopment Law (Health & Safety Code section 33000, *et seq.*) ("CRL") has activated the Agency and declared itself to constitute the Agency pursuant to Ordinance No. 99-11-653, adopted on December 6, 1999.

B. By Ordinance No. 99-11-653, adopted on December 6, 1999, the City Council of the City of Tehachapi adopted and approved a certain Redevelopment Plan (the "Redevelopment Plan") for Redevelopment Projects, as amended (the "Project"). In the furtherance of the Project, the Agency is allocated property taxes pursuant to section 33670(b) of the CRL for the purposes of redevelopment ("Tax Increment").

C. The intent of the Redevelopment Plans is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the upgrade restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area.

D. The Agency has adopted a Five-Year Implementation Plan for the Project Areas ("Implementation Plan") establishing goals for elimination of blight, production of affordable housing, construction of infrastructure and public improvements and economic development and community and commercial revitalization, including the upgrades to the Sewer Treatment Plant. The Redevelopment Plans and the Implementation Plan and all official records of the Agency are incorporated herein by reference.

E. In furtherance of the Project, the City and Agency have approved a project to upgrade City's Sewer Treatment Plant. The City and Agency made the necessary findings required by Section 33445 CRL by resolutions, which resolutions are incorporated herein by reference. The City Council authorized the dissemination of the Sewer Treatment Plan Upgrade bid package.

F. The City is willing to aid and cooperate with the Agency to expeditiously implement the City Sewer Treatment Plant Upgrade in accordance with the Redevelopment Plans and Implementation Plan on the condition that Agency prepay Tax Increment to finance the City Sewer Treatment Plant Upgrade.

G. Pursuant to Section 33220 of the CRL, certain public bodies, including the City may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. The City and Agency now desire to specifically provide for the

City's construction of the City Sewer Treatment Plant Upgrade and the Agency's prepayment to the City of the funds to complete the City Sewer Treatment Plant Upgrade.

AGREEMENT

NOW, THEREFORE, THE CITY AND THE AGENCY HEREBY AGREE AS FOLLOWS:

1. Purpose of this Agreement. The purpose of this Agreement is to provide for the City's provision of cooperation and assistance in the Agency's City Sewer Treatment Plant Upgrades and the prepayment of funding for such cooperation and assistance from the Agency to the City. The obligations set forth in this Agreement are contractual obligations between the parties.

2. City Sewer Treatment Plant Upgrades. The Agency agrees to pay City the amount of \$1,000,000, to prepay City for partial costs incurred by City in connection with the City Sewer Treatment Plant Upgrades, including, without limitation, partial costs of project administration, construction and construction management (the "Payment"). The Payment shall be payable out of tax increment funds currently held by the Agency and shall be made within five business days of the Effective Date. The City agrees to design and cause the construction and installation of and carry out the City Sewer Treatment Plant Upgrades, to serve and benefit the Project. The City shall provide Agency with a report from time to time as requested by Agency of the City's progress in the completion of the City Sewer Treatment Plant Upgrades, which documents that the Payment is being used for completion of the City Sewer Treatment Plant Upgrades. The City shall use the Payment only in connection with the City Sewer Treatment Plant Upgrades. In the event that the costs of completion of the City Sewer Treatment Plant Upgrades are less than the Payment, City may use the excess funds for the completion of any other Agency project that has been approved by the Agency Board and City Council and for which the City has agreed to perform the work on behalf of the Agency through a Public Improvement Agreement.

3. Indebtedness of the Agency. The payments made by Agency under this Agreement constitutes an indebtedness of the Agency incurred in carrying out the Project, and a pledging of tax allocations from the Project to repay such indebtedness, under the provisions of Section 16 of Article XVI of the California Constitution and Sections 33670-33674 of the Health and Safety Code; provided, however, that such pledge of tax allocations shall always be subordinate and subject to the right of the Agency to pledge or commit tax allocations from the Project to repay bonds or other indebtedness incurred by the Agency in carrying out the Project.

4. Liability and Indemnification. Pursuant to Section 895.4 of the Government Code, the Agency and the City agree that each will assume the full liability imposed upon it or any of its officers, agents or employees for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, and each party agrees to indemnify and hold harmless the other party for any loss, cost or expense that may be imposed upon such other party by virtue of Sections 895.2 and 895.6 of the Government Code.

5. Termination. This Agreement shall terminate upon the completion of the City Sewer Treatment Plant Upgrades.

6. Defaults and Remedies. Failure by any party to perform any action or covenant required by this Agreement within the time periods provided herein following Notice and expiration of any applicable cure period, shall constitute a "Default" under this Agreement. A party claiming a Default shall give written Notice of Default to the defaulting party specifying the alleged Default. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and no other party shall not be in Default if such party within thirty (30) days following receipt of such Notice of Default immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence. Except as otherwise specifically provided herein, upon the occurrence of a Default, the party or parties claiming a Default shall have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any Default, or to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Kern County, State of California, in an appropriate municipal court in that County or in the Federal District Court for the Northern District of the State of California.

7. Controlling Agreement. In the event of any conflict or inconsistency between this Agreement and the Amended and Restated Cooperation Agreement, the terms of this Agreement will prevail and control.

8. Severability. If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Agency and the City have executed this Agreement as of the date first above written.

AGENCY:

CITY:

Redevelopment Agency of the City of Tehachapi

City of Tehachapi

By: _____
Greg Garrett, Executive Director

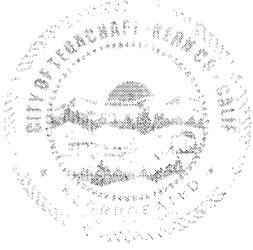
By: _____
Greg Garrett, City Manager

ATTEST:

ATTEST:

By: _____
Denise Jones, Secretary

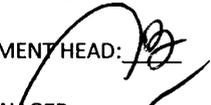
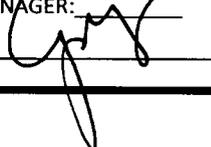
Denise Jones, City Clerk



COUNCIL REPORTS

AGENDA SECTION: COMMUNITY DEVELOPMENT

MEETING DATE: March 7, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: March 2, 2011

SUBJECT: KERN COUNCIL OF GOVERNMENTS (KERNCOG) TECHNICAL ASSISTANCE GRANT APPLICATION

BACKGROUND:

As the City Council is aware, City staff has been preparing an update to the City's General Plan over the last few years. More recently Kern Council of Governments (KernCog) had a Technical Assistance grant application for Kern County communities that are updating their general plan and in particular general plans that are in step with the Kern County Blueprint process. The City of Tehachapi's Draft General Plan is in concurrence with the planning intent articulated in the Blueprint in terms of furthering smart growth and sustainability principles. The City was awarded a grant in the amount of \$30,000.00. An agreement between the City of Tehachapi and KerCog accepting the grant is enclosed as Attachment A.

RECOMMENDATION:

Staff recommends the City Council accept the Technical Assistance Grant and allow the Mayor to execute said grant.

**MEMORANDUM OF AGREEMENT BETWEEN THE
KERN COUNCIL OF GOVERNMENTS AND
THE CITY OF TEHACHAPI**

THIS MEMORANDUM OF AGREEMENT, made and entered into this 20th day of January 2011, by and between the City of Tehachapi (hereinafter "CITY ") and the Kern Council of Governments, a joint powers entity (hereinafter "KERN COG"),

WITNESSETH

WHEREAS, KERN COG adopted the FY 2010-2011 Overall Work Program and Financial Plan; and

WHEREAS, a portion of the funds programmed for expenditure within Work Element 902.1 includes funding for assisting in development of local land use and circulation elements; and

WHEREAS, the CITY has requested financial assistance for the development of the land use and circulation elements of the Tehachapi General Plan: and

WHEREAS, the CITY has agreed to initiate the work necessary to identify issues to be addressed in the development of the aforementioned land use and circulation elements; and

WHEREAS, KERN COG is willing to provide the funding necessary from funds programmed for such programs during fiscal years 2010-11 and 2011-12; and

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY shall be the lead agency for the development of the land use and circulation elements of the Tehachapi General Plan (hereinafter the "Elements").

2. KERN COG shall reimburse CITY from funds programmed for technical assistance in an amount not to exceed THIRTY THOUSAND DOLLARS (\$30,000.00) for costs incurred by CITY in developing the Elements.

3. CITY shall complete all work on this study no later than June 30, 2012 unless an extension of time is granted in writing by KERN COG

4. CITY shall allow KERN COG staff to review a copy of the Request for Proposal, if any, for consulting services prior to its distribution. In addition, CITY shall allow KERN COG staff to review a copy of the contract for the development of the Elements with the CITY'S consultant prior to execution of said contract by the CITY and its consultant.

5. CITY shall submit one (1) invoice to KERN COG upon completion and acceptance of the Elements by KERN COG. Requisition for payment shall refer to Work Element No. 902.1, or as may be specified in a written notice by KERNCOG. Specific budget category detail is given below:

A. Direct Labor and Fringe Benefits: All direct labor charges should be billed by class of employee, rate per hour and number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the budget.

B. Other Direct Cost: All direct costs billed must be specifically identified. Any travel costs may not exceed the per diem (\$65.00/day meals; \$225.00/day accommodations) and mileage rates (\$.51/mile) payable to KERN COG employees. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

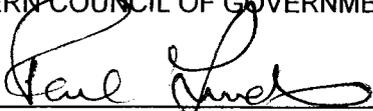
6. Either party may, at its sole discretion, terminate this Agreement at any time by giving thirty (30) days written notice to that effect to the other party. In such event, CITY shall be paid for any work satisfactorily completed prior to the effective termination date.
7. CITY shall indemnify, defend (upon written request of KERN COG) and save harmless KERN COG, its officers, agents and employees from any and all losses, damages, liability, claims or causes of action of every nature whatsoever for physical damage to or destruction of property, including the property of KERN COG, or physical injury to or death of any person or persons, including KERN COG's officers, agents and employees, which may arise out of any act or omission of the CITY, its officers, agents, independent contractors or employees during the performance of this Agreement.
8. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of either party to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.
9. Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.
10. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.
11. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of California.
12. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

TO KERN COG: Ronald E. Brummett, Executive Director
 Kern Council of Governments
 1401 19th Street, Suite 300
 Bakersfield, California 93301

TO CITY: Greg Garrett, City Administrator
 City of Tehachapi
 115 South Robinson Street
 Tehachapi, CA 93561-1722
13. The individual executing this Agreement on behalf of each party warrants that he/she is authorized to execute the Agreement on behalf of their agency and that the agency will be bound by the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM OF AGREEMENT to be executed by their respective officers and agents thereunto duly authorized as of the day and year first above written.

KERN COUNCIL OF GOVERNMENTS



Paul Linder, Chair
"KERN COG"

COUNTY OF KERN

Mayor
City of Tehachapi
"CITY"

APPROVED AS TO CONTENT:

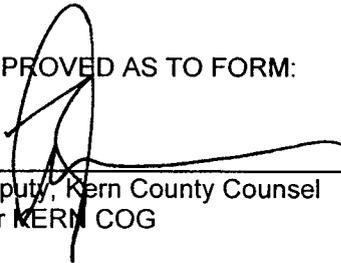
APPROVED AS TO CONTENT:

Ronald E. Brummett, Executive Director
Kern Council of Governments

City Manager
City of Tehachapi

APPROVED AS TO FORM:

APPROVED AS TO FORM:

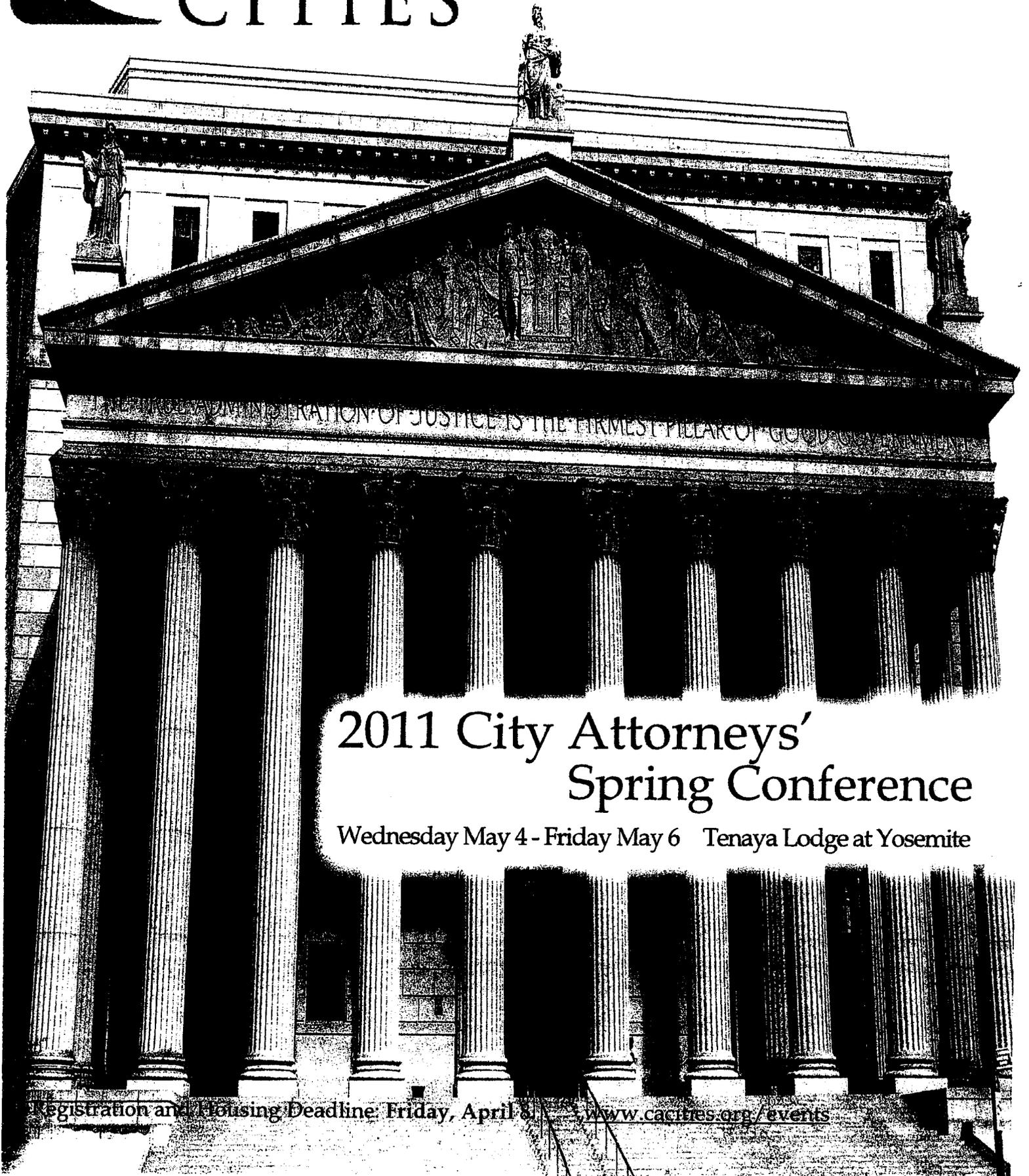


Deputy, Kern County Counsel
For KERN COG

County Attorney
City of Tehachapi



LEAGUE
OF CALIFORNIA
CITIES



2011 City Attorneys' Spring Conference

Wednesday May 4 - Friday May 6 Tenaya Lodge at Yosemite

Registration and Housing Deadline: Friday, April 8 www.cacities.org/events

Wednesday, May 4

REGISTRATION OPEN

9:00 a.m. - 4:30 p.m.

PRE-CONFERENCE SESSIONS

10:30 - 11:45 a.m.

Moderator:

Debra Margolis, City Attorney, Pleasant Hill

First Time Attendees Welcome and Role of the City

Attorney

Speaker:

Debra Margolis, City Attorney, Pleasant Hill

Managing an In-House Legal Department

Speaker:

Craig Labadie, City Attorney, Concord

Managing City Attorney Costs in Challenging Times

Speaker:

Eric S. Vail, City Attorney, Hemet

LUNCH ON YOUR OWN

11:45 a.m. - 1:00 p.m.

OPENING SESSION

1:00 - 2:45 p.m.

Moderator:

Debra Margolis, City Attorney, Pleasant Hill

Introductory Remarks

Speaker:
Gregory Diaz, City Attorney, Merced, On Behalf of the Gateway to Yosemite Cities

Land Use and CEQA Litigation Update

Speaker:

Andrew W. Schwartz, Shute Mihaly & Weinberger

How to Litigate a Writ of Mandate Case

Speaker:

Thomas Brown, Burke, Williamson & Sorensen

Life After Palmer: What's Next?

Speaker:

Barbara Kautz, Goldfarb & Lipman

GENERAL SESSION

3:00 - 4:30 p.m.

Moderator:

Brian Libow, City Attorney, San Pablo

Labor and Employment Litigation Update

Speaker:

John A. Ontiveros, Jackson Lewis

When the Attorney Departs: The Terminated Lawyer as Litigant or Whistle Blower, and the Attorney-Client Privilege

Speaker:

Charles Slyngstad, Burke, Williams & Sorensen

New Teeth for an Old Statute - Govt Code Section 1090

Update

Speaker:

Steven Dorsey, City Attorney, Buena Park, Norwalk and San Marino

CONCURRENT COMMITTEE MEETINGS (Tentative)

4:45 - 5:45 p.m.

- Brown Act
- FPPC
- Municipal Law Handbook
- Municipal Law Institute
- Public Records Act
- Nominating

DINNER

6:30 p.m.

Thursday, May 5

REGISTRATION OPEN

8:00 a.m. - Noon

BREAKFAST

8:00 - 9:00 a.m.

GENERAL SESSION

9:00 - 10:15 a.m.

Moderator:

Jonathan Lowell, City Attorney, Pleasanton

FPPC Update

Speaker:

Shawn Mason, City Attorney, San Mateo

Proposition 26 Impacts on Taxes & Fees

Speaker:

Michael Colantuono, City Attorney, Auburn and Calabasas

Modification of Pension Obligations

Speaker:

Paul Glassman, Greenberg Traurig

GENERAL SESSION

10:30 - 11:45 a.m.

Moderator:

Jonathan Lowell, City Attorney, Pleasanton

General Municipal Litigation Update

Speaker:

Wynne S. Furth, Burke, Williams & Sorensen

Emergency Preparedness

Speakers:

Joan Cassman, City Attorney, Millbrae

Cecilia Quick, City Attorney, Pacifica

LUNCH

Noon - 1:45 p.m.

- Business Meeting
- President's Report
- Director's Report
- Colleague Recognition

NAVIGATING THE CHALLENGES AND PITFALLS OF CITY ATTORNEY

ETHICAL AND PROFESSIONAL RESPONSIBILITY STANDARDS

2:00 - 4:15 p.m. (Qualifies for 1.5 Legal Ethics Credit)

Moderator:

Debra Margolis, City Attorney, Pleasant Hill

Professional Responsibility Challenges For Today's City Attorney

Speaker:

Robert Hawley, Deputy Executive Director, State Bar of California

City Attorney Ethics: The Client, Confidentiality and Misconduct

Speaker:

Gregory Stepanicich, City Attorney, Fairfield

Ethical Principles For City Attorneys

Speaker:

To Be Determined

Breakout Discussions

Discussion Leaders:

Michele Beal Bagneris, City Attorney, Pasadena

CONCURRENT GROUP DISCUSSIONS

4:30 - 5:30 p.m.

- Coastal Cities
- University Cities
- Mobilehome Parks

RECEPTION

6:00 - 7:00 p.m.

Friday, May 6

BREAKFAST

7:45 - 8:45 a.m.

GENERAL SESSION

8:45 - 10:25 a.m.

Moderator:

Ariel Pierre Calonne, City Attorney, San Buenaventura

Municipal Tort and Civil Rights Litigation Update

Speaker:

Eugene Gordon, Office of the City Attorney, San Diego

The New Universe of Land Use Initiatives

Speaker:

Peter N. Brown, City Attorney, Carpinteria

Resident Surveys, General Plans and Police Powers - Recent Developments in Mobilehome Park Conversion Litigation

Speaker:

William W. Wynder, City Attorney, Carson and Cypress

GENERAL SESSION

10:45 a.m. - Noon

Moderator:

Brian Libow, City Attorney, San Pablo

Handling Contractor Claims on Public Works Projects

Speaker:

Paul W. Taylor, Hefner Stark & Marois

Crisis Management and Restoring Public Trust After

Bell

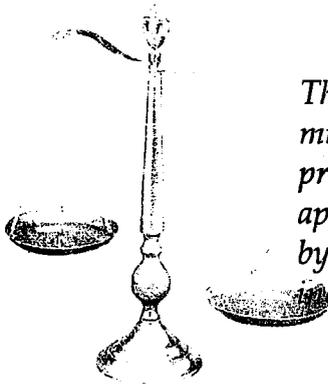
Speaker:

To Be Determined

CLOSING REMARKS / ADJOURN

Noon

**Session times, speakers and topics are subject to change*



MCLE CREDIT!

The League of California Cities is a State Bar of California minimum continuing legal education (MCLE) approved provider. The League certifies that this activity has been approved for minimum continuing legal education credit by the State Bar of California in the amount of 12.25 hours, including 1.5 hours for Legal Ethics.

REGISTER

All attendees must register for the conference online prior to reserving a hotel room. Registration is not complete until full payment is received. Once registration is complete, you will be directed to the housing registration page.

Full Registration includes: ☞ Thursday & Friday Breakfasts
☞ Thursday Lunch
☞ Wednesday Dinner
☞ Thursday Reception

Register online by going to www.cacities.org/events

To pay by check, please download the registration form online and follow the instructions.

 If special accommodations are needed for facility access, communication and/or diet, please contact our Conference Registrar at (916) 658-8291.

CANCELLATIONS

Refunds will be made for cancellations submitted in writing and received by Friday, April 22, subject to a \$75.00 processing charge. There are no refunds for cancellations after this date. Attendee substitutions can be made onsite and are highly recommended to avoid financial penalties. Hotel attrition costs may also be billed to attendees for late cancellations.

FULL CONFERENCE (One day registration is not available)

*Registration is limited to a maximum of 320 attendees

City Attorneys (Assistant/Deputy/Contract)	\$550.00
Private Firm Attorney / Others	\$725.00
Non Member City	\$975.00
Spouse (all meals)	\$150.00
Spouse Dinner Only	\$ 70.00

A spouse registration is restricted to persons who are not city or public officials, related to any partner or company, and has no professional reason to attend the conference. Conference session seats are reserved for full conference registrants. There is no refund for a spouse registration. It is inadvisable to use city funds to pay for spouse registration. See 75 Ops. Cal. Atty. Gen. 20 (1992).

CITY ATTORNEY PAPERS/HANDOUTS

Electronic Version (PDF format)	FREE
Electronic Version (Flash Drive)	\$25.00
Printed and Bound	\$30.00

HOTEL INFORMATION & RESERVATIONS

Tenaya Lodge at Yosemite

1122 Highway 41 • Fish Camp, CA 93623

Hotel Rate (per night, tax and fees not included):

Double Room	\$174.00
Suites	\$219.00 - \$469.00
Upper Cottages	\$244.00

Hotel reservation changes must be communicated to the hotel using confirmation information 7 days prior to arrival. After this date, all changes will incur a financial penalty of all unused nights. *Please **DO NOT** book a hotel outside of the League block. This will cause an increase in event costs, liabilities and higher registration rates.

Mileage to Tenaya Lodge at Yosemite :

Fresno - 60 miles; Los Angeles - 280 miles; Sacramento - 200 miles; San Diego - 357 miles; San Francisco - 215 miles

Registration must be received by Friday, April 8. After this date please register onsite

2010 - 2011 CITY ATTORNEYS' DEPARTMENT OFFICERS

President, Debra Margolis, City Attorney, Pleasant Hill

1st Vice President, Jonathan P. Lowell, City Attorney, Pleasanton

2nd Vice President, Brian Libow, City Attorney, San Pablo

Director, Ariel Pierre Calonne, City Attorney, San Buenaventura