

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, May 16, 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

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.

PLEDGE TO FLAG

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, MAY 16, 2011 - 6:00 P.M. - PG. 2**

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

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 11-11
Tehachapi City Council Unassigned Ord. No. 11-02-708
Tehachapi Redevelopment Agency Unassigned Res. No. 11-03
Tehachapi Public Financing Authority Unassigned Res. No. 11-01

- *2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on April 18, 2011 - **APPROVE AND FILE**
- *4. Friends of the Tehachapi Depot requests using the Tehachapi Depot Railroad Museum located at 101 W. Tehachapi Blvd. for a fundraiser and celebration on June 4, 2011 from 6:00 am until 11:00 pm – **APPROVE THE SPECIAL USE APPLICATION FOR FRIENDS OF THE TEHACHAPI DEPOT, SUBJECT TO CITY CONDITIONS**
- *5. The American Legion requests using city streets for a Memorial Day Parade on 05/30/2010 starting at 10:00 am. The proposed route would begin at the Moose Lodge on F Street and Curry Street, continue down F Street to Green Street, turn south on Green Street and east on E Street and end at Central Park (Marx Park) – **APPROVE AMERICAN LEGION'S MEMORIAL DAY PARADE APPLICATION AND STREET CLOSURES, SUBJECT TO CITY CONDITIONS**
- *6. Main Street requests using Tehachapi Blvd. between Green Street and Robinson Street for a Farmers Market. The event will be held on Thursday's starting June 2, 2011 through August 24, 2011. It will be from 4:00 p.m. until 7:00 p.m. – **APPROVE THE SPECIAL USE APPLICATION FOR MAIN STREET AND CLOSURE OF TEHACHAPI BLVD., SUBJECT TO CITY CONDITIONS**

FINANCE DIRECTOR REPORTS

- *7. Disbursements, bills, and claims for 4/13/2011 through 5/9/2011 – **AUTHORIZE PAYMENTS**
- *8. City of Tehachapi Treasurer's Report through April 2011 – **RECEIVE REPORT**
9. A Request for Proposals (RFP) was sent out to nine prospective audit firms. This proposal offers a three-year contract for auditing service and will commence with fiscal year end 2010/2011 – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AUDITING SERVICES AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEAMAN, RAMIREZ & SMITH, INC.**

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

10. Tehachapi Valley Healthcare District Hospital facility, proposed in the Capital Hills Specific Plan area, includes a helipad. Caltrans Aeronautics Division has reviewed the helipad location and has given the District its conditional approval. However Caltrans requires a resolution from the City of Tehachapi confirming our approval in concept of the helipad and our findings of Airport Compatibility – **ADOPT A RESOLUTION AUTHORIZING THE TEHACHAPI VALLEY HEALTHCARE DISTRICT TO BUILD AND OPERATE A HELIPAD AT THE PROPOSED TEHACHAPI HOSPITAL CAMPUS**

CAPITAL PROJECTS MANAGER REPORTS

- *11. An agreement between the City of Tehachapi and the Tehachapi POPS Orchestra for entertainment at the July 4th Hotdog Festival at the Philip Marx Central Park. Payment for this entertainment will be in the amount of \$500.00 – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POPS ORCHESTRA**
- *12. An Agreement between the City of Tehachapi and the Bear Mountain Boys for entertainment at the July 4th Hotdog Festival at Coy Burnett Stadium. Payment for this entertainment will be in the amount of \$250.00 – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE BEAR MOUNTAIN BOYS**
- *13. An agreement between the City of Tehachapi and the Tehachapi Community Orchestra for entertainment at the July 4th Hotdog Festival at Coy Burnett Stadium. Payment for this entertainment will be in the amount of \$500.00 – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI COMMUNITY ORCHESTRA**
- *14. An agreement between the City of Tehachapi and the Time Machine band for entertainment at the July 4th Hotdog Festival at Philip Marx Central Park. Payment for this entertainment will be in the amount of \$500.00 – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TIME MACHINE**
- *15. An Agreement between the City of Tehachapi and Pyro Spectaculars Inc. to provide the fireworks display at the July 4th Hotdog Festival at the Airport. Payment for this entertainment will be in the amount of \$20,000.00 – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC.**

CITY ATTORNEY REPORTS

- *16. The annual conference of the League of California Cities is scheduled for September 21 - 23, 2011. A savings of \$50.00 on the registration fee can be obtained by enrolling prior to June 30. The City Attorneys' Department of the League conducts its own separate session at the annual conference which the City Attorney attends so as to remain current on all municipal law matters, cases, and procedures and to obtain valuable written materials and pursue networking with other City Attorneys. The registration fee is reduced to \$475.00 (from \$525.00) for early registration. Hotel for one (1) night will run approximately \$275.00 (which includes tax). The City will share the City Attorney's expenses with his other two cities - **AUTHORIZE CITY ATTORNEY'S ATTENDANCE AT THE ANNUAL CONFERENCE OF THE LEAGUE OF CALIFORNIA CITIES FOR A COST OF NOT TO EXCEED \$250.00.**

CITY MANAGER REPORTS

17. This action by the City Council initiates the process and declares the City's intention to levy assessments within the Landscaping and Lighting District No. 1. This action also sets the time and place for the public hearing on this issue. The total annual maintenance and administration costs to the District are \$260,184.61. Annual District costs are funded through the assessments placed on the property tax bills – **TAKE THE FOLLOWING ACTIONS: (A) ADOPT A RESOLUTION INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2011/2012; (B) ADOPT A RESOLUTION PRELIMINARILY APPROVING THE ENGINEER'S REPORT; AND (C) ADOPT A RESOLUTION DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 6, 2011 AT 6:00 P.M.**
18. This action by the City Council initiates the process and declares the City's intention to levy assessments within the City of Tehachapi Drainage Benefit Assessment District No. 1. This action also sets the time and place for the public hearing on this issue. The total annual maintenance and administration costs to the District are \$17,175.00. Annual District costs are funded through the assessments placed on the property tax bills – **TAKE THE FOLLOWING ACTIONS: (A) ADOPT A RESOLUTION INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2011/2012; (B) ADOPT A RESOLUTION PRELIMINARILY APPROVING THE ENGINEER'S REPORT; AND (C) ADOPT A RESOLUTION DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 6, 2011 AT 6:00 P.M.**

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))

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

Monday, April 18, 2011 – 6:00 P.M.

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

ACTION TAKEN

CALL TO ORDER

Meeting called to order by Mayor Grimes at 6:00 p.m.

ROLL CALL

Roll call by Deputy City Clerk Ashley Whitmore.

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

Absent: None

PLEDGE TO THE FLAG

Led by Councilmember Reed.

CONSENT AGENDA

Approved consent agenda

Approved Consent Agenda
Sm/Ve Ayes All

AUDIENCE ORAL COMMUNICATIONS

1. General public comments regarding matters not listed as an agenda item were received from:
 - a. William Nelson, city resident, commented on article in Tehachapi News dated April 12, 2011 in regards to David James comments on CREED-21 papers.
 - b. Robert Moran, Old West Ranch, commented on new Pahnamid wind energy project and its effect on the surrounding areas.
 - c. Donna Moran, Old West Ranch, voiced concerns in regards to the new wind energy projects and the potential wild fires.

- d. Barbara Stoll, Sand Canyon, commented on road conditions due to trucks coming to and from wind farms.
- e. Debbie Szydowski, business owner, City of Tehachapi, questioned where the Farmers Market might be located this year.
- f. Phil Wyman & Brandi Kendrick, Tehachapi Mountain Foundation, spoke about basket weaving and raising funds to bring the art of basketry back to Tehachapi.
- g. Socorro Schmidt, city resident, spoke on threat of fire with the new wind turbine projects and the natural beauty of the surrounding areas being destroyed.
- h. Beverly Billingsly, Friends of Sand Canyon, commented on the potential wind farm projects and asked for the support of the council in opposing the projects and preserving Tehachapi.
- i. Stan Beckham, city resident, spoke on a lawsuit between Tehachapi Housing Associates and Partrini, Brown and Younger and gave an update on Golden Queen Mine project in Mojave, CA.
- j. David Eckert, owner of property where Pahnamid wind project will potentially be going in, asked the council to consider the need for smart growth and wind energy.
- k. Ken Russel, Mtn. Meadows, spoke in regards to how far the wind turbines will run.
- l. Kim Biggs, Friends of Sand Canyon, commented on the wind turbines and the prospect of having to drive through a forest of turbines.
- m. Sara Klingenberg, Tehachapi First, spoke about the need for low prices in our economy and made a comparison between Target and Wal-Mart.
- n. Shannon Turner, Tehachapi First, commented on various groups that represent the city and the surrounding communities such as the GTEDC.
- o. Buz Grantham, Old West Ranch, spoke on the wind farms and finding appropriate locations. Mr. Grantham also questioned who will take them down once they become obsolete.
- p. Ray Haddad, city resident, stated that Wal-Mart is vital to have for the survivorship of the small businesses and that it would be a great addition to our community.

2. Mayor Grimes presented a Proclamation to the Red Hat Society.

CITY CLERK REPORTS

***3. ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**

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

ACTION TAKEN

*4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation special meeting on March 28, 2011 and regular meeting on April 4, 2011 - **APPROVED AND FILED.**

Approved & Filed
Sm/Ve Ayes All

*5. National Day of Prayer will be held on Thursday, May 5, 2011. The Prayer event will start at approximately 12:00 pm and will end at approximately 1:00 pm. The event will be held on Robinson Street in front of City Hall and is open to the public - **APPROVED THE SPECIAL USE APPLICATION FOR NATIONAL DAY OF PRAYER EVENT AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS.**

Approved The National Day
of Prayer Event Application
& Associated Street
Closures, Subject To City
Conditions
Sm/Ve Ayes All

CAPITAL PROJECTS MANAGER REPORTS

6. Northstar Destination Strategies has concluded the substantial portion of the research phase of the brand identity and strategy for the greater Tehachapi area and is prepared to provide the Council with their suggestions for Tehachapi's brand platform. The cost of the creative phase of the project is already included in our current agreement and the Council will only be approving and providing its concurrence with Northstar's findings and recommendations – **CAPITAL PROJECTS MANAGER CHRIS KIRK GAVE REPORT; ED BARLOW OF NORTHSTAR DESTINATION STRATEGIES GAVE POWERPOINT PRESENTATION ON CURRENT PHASE OF BRANDING RESEARCH; INFORMAL COMMENTS AND QUESTIONS WERE RECEIVED FROM THE AUDIENCE FOLLOWING THE PRESENTATION; COUNCILMEMBER VERNON THANKED NORTHSTAR FOR THE THOROUGHNESS OF THEIR PRESENTATION; COUNCILMEMBER SMITH EXPRESSED HOW PLEASED HE WAS WITH NORTHSTAR'S RESEARCH; COUNCILMEMBER WIGGINS SAID THE DEPTH OF NORTHSTAR'S RESEARCH WAS IMPRESSIVE - APPROVED THE BRAND PLATFORM AS DESCRIBED BY NORTHSTAR DESTINATION STRATEGIES AND DIRECTED STAFF TO BEGIN WORK ON THE CREATIVE DEVELOPMENT OF THE TEHACHAPI BRAND IDENTITY.**

Approved The Brand
Platform & Directed Staff To
Begin Work On The Creative
Development Of The
Tehachapi Brand Identity
Ve/Re Ayes All

7. Over the past three years Staff has identified a number of changes to streamline the weed abatement process and improve enforcement activities for properties within the city limits. In doing so, it is Staff's opinion that the potential for fire situations will be lessened – **CAPITAL PROJECTS MANAGER CHRIS KIRK GAVE REPORT; CRAIG BRITTON, CITY RESIDENT AND BUSINESS OWNER, WAS CONCERNED WITH THE WORDING OF SECTION B AND SUGGESTED IT BE CHANGED; WILLIAM NELSON, CITY RESIDENT, VOICED HIS CONCERN ABOUT THE USE OF HERBICIDES; TED WYMAN WAS CONCERNED WITH WEEDS**

Adopted Ord. 11-01-707
Amending Section 2 Of Ord.
No. 555 & Tehachapi
Municipal Code Sections
8.32.010, 8.32.202 & 8.32.030
Relating To Abatement Of
Weeds & Rubbish
Re/Ve Ayes All

GROWING BACK BY SEPTEMBER AND LOCAL UTILITY COMPANIES NOT ABATING THEIR EASEMENTS; COUNCILMEMBER SMITH ASKED ABOUT AVAILABLE SERVICES FOR THOSE PHYSICALLY OR FINANCIALLY UNABLE TO ABATE THEIR WEEDS - ADOPTED ORDINANCE, AMENDING SECTION 2 OF ORDINANCE NO. 555 AND TEHACHAPI MUNICIPAL CODE SECTIONS 8.32.010, 8.32.202, AND 8.32.030 RELATING TO ABATEMENT OF WEEDS AND RUBBISH

FINANCE DIRECTOR REPORTS

- *8. Disbursements, bills, and claims for 4/4/2011 through 4/12/2011 – **AUTHORIZED PAYMENTS**
- *9. City of Tehachapi Treasurer’s Report through March 2011 – **RECEIVED REPORT**
- 10. Mid-year budget Mid-Year budget review – **FINANCE DIRECTOR HANNAH CHUNG GAVE REPORT; CRAIG BRITTON, CITY RESIDENT AND BUSINESS OWNER, ASKED WHAT WILL HAPPEN IF THE RDA MONEY IS TAKEN AWAY FROM THE CITY - APPROVED 2010-11 MID-YEAR BUDGET ADJUSTMENTS**

Authorized Payments
Sm/Ve Ayes All

Received Report
Sm/Ve Ayes All

Approved 2010-11 Mid-Year
Budget Adjustments
Sm/Wi Ayes All

COMMUNITY DEVELOPMENT MANAGER REPORTS

- 11. Discussion of three (3) wind projects (Pahnamid, Liberty Wind, and Clear Vista) due to their proximity to the City of Tehachapi – **COMMUNITY DEVELOPMENT DIRECTOR DAVID JAMES GAVE REPORT; GLENN BAUMANN, CITY RESIDENT, ASKED THAT THE COUNCIL INFORM THE KERN COUNTY PLANNING DEPARTMENT, IN WRITING, OF THE HIGH LEVEL OF SCRUTINY IT WILL HAVE IN REGARDS TO THE POTENTIAL PROJECTS; WILLIAM NELSON, CITY RESIDENT, SPOKE ON HIS CONCERNS WITH TERRA-GEN; PHIL WYMAN ADDRESSED THE NEED FOR BOTH WIND ENERGY AND PRESERVING OUR AREA; GLEN MEULER, WATER CANYON, RETIRED CONSULTANT FOR WIND PARKS, ASKED COUNCIL TO OBTAIN MORE INFORMATION BEFORE THEY MAKE ANY DECISIONS ON THEIR STANCE AND THAT THEY KEEP AN OPEN MIND; ROBERT MORAN, OLD WEST RANCH, SPOKE ON HIS CONCERNS WITH THE LACK OF PRODUCTIVITY FROM THE WIND FARMS AND THE FACT THAT THE LOCAL AREAS DO NOT RECEIVE ANY WATTAGE; MAYOR GRIMES STATED THAT MORE FACTS WOULD NEED TO BE OBTAINED BEFORE ANY POSITION WOULD BE MADE; COUNCILMEMBER VERNON ASKED THAT A LETTER OF CONCERN BE DRAFTED TO THE KERN COUNTY PLANNING DEPARTMENT;**

Discussed

**COUNCILMEMBER SMITH CONCURRED WITH COMMENTS BY
COUNCILMEMBER VERNON**

CLOSED SESSION

1. Conference with legal counsel regarding claim filed by June Weiss per Government Code Section 54956.9(b).

Approved Claim
Sm/Gr Ayes All

ADJOURNMENT

The City Council/Boards adjourned at 9:18 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, May 2, 2011, at 6:00 p.m.

ASHLEY WHITMORE
Deputy City Clerk,
City of Tehachapi

Approved this 16th day
Of May, 2011.

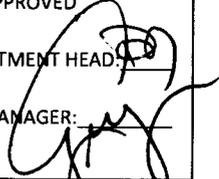
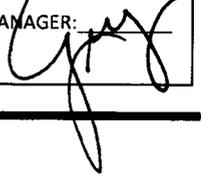
ED GRIMES
Mayor, City of Tehachapi



COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: MAY 16, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: DENISE JONES, CITY CLERK

DATE: MAY 11, 2011

SUBJECT: DEPOT BIRTHDAY BASH SPECIAL EVENT APPLICATION 1118

APPLICANT AND ORGANIZATION

Judy Trujillo, Friends of the Tehachapi Depot

EVENT DESCRIPTION

The Depot Birthday Bash will be held on Saturday, June 4, 2011. The event will start at 6:00 a.m. and will end at 4:00 p.m. The event will be held on Tehachapi Blvd., between Curry St. & Green Street, and is open to the public.

APPLICANT REQUESTS

- Closure of Tehachapi Blvd., between Curry St. & Green St.
- Street Barricades from Public Works Department

STAFF CONDITIONS

Public Works: The Event Representative will need to contact the Public Works staff prior to event to arrange for barricades. Should there be other requests; the Event Representative should contact the department as soon as possible.

Police: Some type of ID check system must be used for alcohol sales.

RECOMMENDATION

APPROVE THE SPECIAL USE APPLICATION FOR THE DEPOT BIRTHDAY BASH AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS.



RECEIVED
APR 07 2011

CITY OF TEHACHAPI
SPECIAL USE/EVENT APPLICATION

Organization Friends of the Tehachapi Depot

Event Contact Judy Trujillo Phone Number +1 (661) 821-0086

Address 101 W. Tehachapi Blvd.

City Tehachapi State CA Zip Code 93561

E-mail Address jetrujillo@earthlink.net

Event Name Tehachapi Depot Railroad Museum's Birthday Bash

Event Location 101 W. Tehachapi Blvd.

Event Date(s) June 4, 2011 Event Time(s) 6:00 a.m. to 11:00 p.m.

Describe Event: (Street Closures, Activities, Participation, Etc.) *STREET CLOSURE - CURRY TO GREEN 6AM-5PM*

(We are currently in the planning stage for this event.) The plan is to hold an all day/evening fund-raiser and celebration of the first year of operation for the Tehachapi Depot Railroad Museum. During the day, from the hours of 8:00 a.m. to 4:00 p.m., we will have live music, Story Hour (telling old railroad stories & Western/cowboy poetry), people dressing in period costume, an ice cream social hour, and possibly a Western Cowboy shootout or other skit. We will have cold beverages, coffee and baked goods for sale. The Lion's Club will be selling hot dogs as a fund-raiser for their organization. At 4:00 p.m. when the Depot Museum officially closes, we will clean up the area and begin decorating the Depot for the evening's catered dinner affair. Tickets to the dinner will be sold at a to-be-determined price. Alcoholic beverages will be served during the dinner. In addition to the catered meal, there will be live music, dancing, skits performed by members of the Tehachapi Community Theatre, and silent auctions on a variety of things (some items offered at auction may not be railroad oriented). The bake sale may be continued during the dinner.

Is the event open to the Public? Yes No

Is event for money raising purposes? Yes No

If Yes, what will the proceeds be used for? Operation of the Tehachapi Depot Railroad Museum

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If Yes, what is A.B.C. Permit No? To be provided by the selected caterer.

Event Name Tehachapi Depot Railroad Museum's Birthday Bash

Event Date(s) June 4, 2011

Please Describe How The Following Will Be Accomplished:

Street Barricades Not needed. CUREY TO GREEN 6AM - 5:PM

Traffic Control Not needed.

Crowd Control Not needed.

Utility Services: Water, Sewer, Electric No special accommodations required.

Lights No special accommodations required.

Dust Control No special accommodations required.

Site Clean-up & Maintenance Friends of the Tehachapi Depot

Security Friends of the Tehachapi Depot

Site Facilities Friends of the Tehachapi Depot

Health Dept. All necessary permits will be supplied by the vendor (Tehachapi Lion's Club and the caterer for the dinner).

I understand that if I am utilizing a city-owned facility I am responsible to clean the above requested facility, by removing all rubbish, debris, etc., and restore the grounds/facility back to a clean and orderly condition. I further understand I may be required to pay a deposit, at the cities discretion, for clean-up of the grounds/facility, and upon inspection of the grounds/facility, the deposit, may be fully or partially refunded, depending upon the condition the facility is left in by the user.

I also understand that this application is not a guarantee of event approval.

I, the undersigned, have read the above statements, general regulations and insurance requirements attached to this contract, and understand them and agree fully.

Applicant Signature /s/ Judy Trujillo 

Date April 7, 2011

Office Use Only

Insurance Certificate List Of Vendors Meeting

Deposit Plot Plan Date _____

Time _____

<input checked="" type="checkbox"/> CM	<input type="checkbox"/> PW	<input type="checkbox"/> A	<input type="checkbox"/> HD
<input type="checkbox"/> CPM	<input type="checkbox"/> CD	<input checked="" type="checkbox"/> P	<input type="checkbox"/> BL
<input type="checkbox"/> LC	<input type="checkbox"/> BI	<input type="checkbox"/> F	<input type="checkbox"/> C

Notes _____

GENERAL REGULATIONS

Facility use agreements are issued in accordance with the policies outlined below as established by the City of Tehachapi. All reservation forms must be signed and returned, along with fees and deposits, before consideration of use approval. SUBMISSION OF RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL.

1. Any authorization and usage is understood to be at the City's discretion. The City will not be responsible for special condition, accommodations or other improvements for any granted request for use. Any special needs are the responsibility of the user with prior approval of the Public Works Director.
2. Groups or persons using a facility are responsible to pay for any damage to property or loss of property.
3. The City of Tehachapi is not liable for accidental injury to persons or loss or damage of group or individual property. The City requires proof of insurance coverage.
4. When, in the opinion of the City, activity conditions warrant the presence of one or more security personnel, the cost of such service shall be borne by the group or organization sponsoring the activity.
5. Permission to use City of Tehachapi facilities is granted subject to observance of regulations, and permits may be revoked for violation of regulations.
6. Permits may not be transferred, assigned or sublet.
7. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law.
2. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved function.
3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.
4. Any function that is to be catered will be catered by an approved licensed caterer. All caterer's names and addresses will be provided upon request.
5. Any function where alcoholic beverages will be permitted shall require an additional (\$50.00) deposit.

ANY EXCEPTION TO THE ABOVE POLICIES WILL BE REFERRED TO THE CITY MANAGER.

FEE AND DEPOSIT SCHEDULE

The following guidelines and rules will govern the costs and procedures for City approvals.

1. Any part of an hour will be considered a full hour in determining City costs.
2. All fees must be paid to the City of Tehachapi located at 115 South Robinson Street.
3. All refunds will be mailed as soon as possible following conclusion of the activity.
4. No arrangements can be made for a time extension with personnel on duty the day of the activity.

SECURITY PERSONNEL

If, in the opinion of the City Manager or a designated representative an activity condition warrants the presence of one or more security personnel, the cost of such service shall be borne by the group or person sponsoring the activity. Proof of obtaining the required security personnel must be in the City Hall no later than ten (10) working days prior to the activity. Proof should be in the form of a receipt and/or contract from a bonded security agency. If proof is not in the City Hall by the required date, use of the facility may be denied.

IF AFTER PROOF OF SECURITY HAS BEEN SUBMITTED TO CITY, SAID SECURITY IS NOT PRESENT ON DATE OF ACTIVITY, THE CITY EMPLOYEE IN CHARGE MAY REQUEST THE GROUP TO DISCONTINUE ACTIVITY AND ASK THE GROUP TO LEAVE THE AREA.

LIABILITY INSURANCE REQUIREMENTS

Insurance requirements for persons or organizations wishing to use City facilities should be as follows:

The party requesting to use the facility ("applicant") shall secure and keep in force during the entire term of applicant's use of the facility and covering all of applicant's activities with respect to the facility a comprehensive general liability insurance policy with bodily injury, property damage, and contractual coverage of not less than \$1 million per occurrence and including a comprehensive coverage form, and coverages for premises/operation, operations hazard, complete operations, and products liability, and containing special endorsements providing substantially the following:

(1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law;

(2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;

(3) "Cross liability" or "Severability of Interest" coverage for all named insureds;

(4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;

(5) That the insurer waives all rights of subrogation against the additional named insureds;

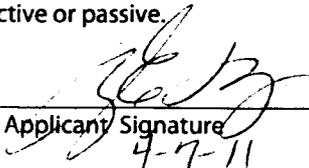
(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

The facility shall not be used until applicant has provided City with a duly certificated certificate of insurance issued by an insurance company approved by City and evidencing that the policy has been issued, is effective, and complies with the foregoing requirements. Applicant must also provide City with a facsimile of the insurance policy and no use of the facility can be made until City has approved the policy.

INDEMNIFICATION

Applicant hereby agrees to indemnify, defend, and hold harmless the City, its Councilpersons, boards, commissions, officers, employees and agents from any and all claims, demands, suits, judgements, liability, damages, costs, and expenses arising out of or related to applicant's use or occupation of City's streets or facilities, including but not limited to, any act or omission to act on the part of City, its Councilpersons, boards, commissions, officers, employees, or agents, whether active or passive.



Applicant Signature
4-7-11

Date



SAVE THE DATE

June 4th - First Saturday

Tehachapi Depot Celebration

8 AM - 4 PM: Help us Celebrate Our First Year!!!

There will be a trackless train to ride, pancake breakfast, Farmer's Market Vendors, Artists, Music, Hot Dog Booth, Balloons, a bake sale, something for Everyone!

6 PM - 10 PM - Depot Birthday Bash!!!!

Catered Buffet Dinner on the grounds of the Depot

Music, Silent Auction, Train Stories, Birthday Cake!

Tickets are \$45 if purchased by June 3rd, \$55 at the door.

Call 661-822-7777 to purchase tickets by credit card

Tickets sold at Trains, Etc and the Tehachapi Depot



COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: MAY 16, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: DENISE JONES, CITY CLERK

DATE: MAY 11, 2011

SUBJECT: MEMORIAL DAY PARADE SPECIAL EVENT APPLICATION 1111

APPLICANT AND ORGANIZATION

James Carmichael, American Legion

EVENT DESCRIPTION

The Memorial Day Parade will be held on May 30, 2011 from 10:00 am – 11:00 am. The parade route will begin at the Moose Lodge, turn south on Green St & east on E Street., and is open to the public.

APPLICANT REQUESTS

- Closure of F Street from Curry Street to Green Street.
- Closure of Green Street from F Street to E Street.
- Closure of E Street from Green Street to Mojave Street.
- Street Barricades from Public Works Department

STAFF CONDITIONS

Public Works: The Event Representative will need to contact the Public Works staff prior to event to arrange for barricades. Should there be other requests; the Event Representative should contact the department as soon as possible.

RECOMMENDATION

APPROVE THE SPECIAL USE APPLICATION FOR THE MEMORIAL DAY PARADE AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS.

RECEIVED
MAR 14 2011
CITY OF TEHACHAPI



Project No. X90147

SPECIAL USE/EVENT APPLICATION

Applicant's Name JAMES CARMICHAEL Phone Number 821-0493

Organization AMERICAN LEGION

Address 23901 LAKEVIEW DR.

City TEHACHAPI State CA Zip Code 93561

Event Contact SAMR Phone Number SAME

Address SAMR

City SAMR State CA Zip Code SAMR

Event Date(s) 30 may 2011 Event Time(s) 1000 - 1100

Describe Event: Please complete attached special event information sheet and include requested materials (Use extra pages if needed)

MEMORIAL DAY PARADE

Open to Public? Yes No

Is event for money raising purposes? Yes No

If Yes, what will the proceeds be used for? _____

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If Yes, what is A.B.C. Permit No? _____

I understand that I am responsible to clean the above requested facility, by removing all rubbish, debris, etc., and restore the grounds/facility back to a clean and orderly condition. I further understand I am required to pay a deposit for clean-up of the grounds/facility, and upon inspection of the grounds/facility, the deposit, may be fully or partially refunded, depending upon the condition the facility is left in by the user.

I also understand that this application is not a guarantee of event approval.

I, the undersigned, have read the above statements, general regulations and insurance requirements attached to this contract, and understand them and agree fully.

Applicant Signature James Carmichael

Date 14 MARCH 2011

<input checked="" type="checkbox"/> CM	<input checked="" type="checkbox"/> PW	<input type="checkbox"/> A	<input type="checkbox"/> HD
<input type="checkbox"/> ACM	<input checked="" type="checkbox"/> CD	<input checked="" type="checkbox"/> P	<input type="checkbox"/> BL
<input checked="" type="checkbox"/> LC	<input checked="" type="checkbox"/> BI	<input type="checkbox"/> F	<input checked="" type="checkbox"/> C

Special Event Information Sheet

Event Applicant Name <u>JAMES CARMILHAR</u> Address <u>23901 LAKEVIEW DRIVE</u> City <u>TEHACHAPI</u> State <u>CA</u> Zip Code <u>9356</u> Phone Number <u>821-0493</u>	Facility/Property Owner Name <u>CITY OF TEHACHAPI</u> Address <u>F STREET</u> City _____ State _____ Zip Code _____ Phone Number _____
Signed By _____	Signed By _____

Site Information	
Address <u>F St.</u>	Land Use _____
APN _____	Water _____
Size _____	Sewer _____
Types of Bldgs _____	Electric _____
No. of Bldgs _____	Other _____

Complete Event Description. (Street Closures, Dates, Hours, Activities, Participation, Etc.) MEMORIAL DAY PARADE
STARTING AT MOOSE LODGE PARKING LOT ONTO F STREET HEADING EAST
TO MOJAVE STREET, RIGHT TURN, CROSSING F STREET, ENDING AT
CENTRAL PARK.
PARADE STARTS AT 1000, MOOSE LODGE PARKING LOT. 30MAY 2011.
ABOUT 100 PEOPLE IN THE PARADE, COUPLE OF TRUCKS, ONE WITH TRAILER
VETERANS MARCHING IN PARADE.

- Please Attach The Following Items To The Application:**
- Insurance Certificate (If on City property special event insurance can be purchased from the City) Main Street
 - Deposit (When required by the City)
 - Plot Plan (Include vicinity maps to illustrate access routes, staging areas, parking activities, etc.)
 - List Of Vendors NO VENDORS

Please Describe How The Following Will Be Accomplished:

Street Barricades F St. (Moose Lodge to Mojave St. to Central Park)

Traffic Control VIPS WILL DO TRAFFIC CONTROL

Crowd Control _____

Utility Services: Water, Sewer, Electric _____

Lights _____

Dust Control _____

Site Clean-up & Maintenance _____

Security _____

Site Facilities _____

Health Dept. _____

GENERAL REGULATIONS

Facility use agreements are issued in accordance with the policies outlined below as established by the City of Tehachapi. All reservation forms must be signed and returned, along with fees and deposits, before consideration of use approval. SUBMISSION OF RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL.

1. Any authorization and usage is understood to be at the City's discretion. The City will not be responsible for special condition, accommodations or other improvements for any granted request for use. Any special needs are the responsibility of the user with prior approval of the Public Works Director.
2. Groups or persons using a facility are responsible to pay for any damage to property or loss of property.
3. The City of Tehachapi is not liable for accidental injury to persons or loss or damage of group or individual property. The City requires proof of insurance coverage.
4. When, in the opinion of the City, activity conditions warrant the presence of one or more security personnel, the cost of such service shall be borne by the group or organization sponsoring the activity.
5. Permission to use City of Tehachapi facilities is granted subject to observance of regulations, and permits may be revoked for violation of regulations.
6. Permits may not be transferred, assigned or sublet.
7. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law.
2. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved function.
3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.
4. Any function that is to be catered will be catered by an approved licensed caterer. All caterer's names and addresses will be provided upon request.
5. Any function where alcoholic beverages will be permitted shall require an additional (\$50.00) deposit.

ANY EXCEPTION TO THE ABOVE POLICIES WILL BE REFERRED TO THE CITY MANAGER.

FEE AND DEPOSIT SCHEDULE

The following guidelines and rules will govern the costs and procedures for City approvals.

1. Any part of an hour will be considered a full hour in determining City costs.
2. All fees must be paid to the City of Tehachapi located at 115 South Robinson Street.
3. All refunds will be mailed as soon as possible following conclusion of the activity.
4. No arrangements can be made for a time extension with personnel on duty the day of the activity.

SECURITY PERSONNEL

If, in the opinion of the City Manager or a designated representative an activity condition warrants the presence of one or more security personnel, the cost of such service shall be borne by the group or person sponsoring the activity. Proof of obtaining the required security personnel must be in the City Hall no later than ten (10) working days prior to the activity. Proof should be in the form of a receipt and/or contract from a bonded security agency. If proof is not in the City Hall by the required date, use of the facility may be denied.

IF AFTER PROOF OF SECURITY HAS BEEN SUBMITTED TO CITY, SAID SECURITY IS NOT PRESENT ON DATE OF ACTIVITY, THE CITY EMPLOYEE IN CHARGE MAY REQUEST THE GROUP TO DISCONTINUE ACTIVITY AND ASK THE GROUP TO LEAVE THE AREA.

LIABILITY INSURANCE REQUIREMENTS

Insurance requirements for persons or organizations wishing to use City facilities should be as follows:

The party requesting to use the facility ("applicant") shall secure and keep in force during the entire term of applicant's use of the facility and covering all of applicant's activities with respect to the facility a comprehensive general liability insurance policy with bodily injury, property damage, and contractual coverage of not less than \$1 million per occurrence and including a comprehensive coverage form, and coverages for premises/operation, operations hazard, complete operations, and products liability, and containing special endorsements providing substantially the following:

(1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law;

(2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;

(3) "Cross liability" or "Severability of Interest" coverage for all named insureds;

(4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;

(5) That the insurer waives all rights of subrogation against the additional named insureds;

(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

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INDEMNIFICATION

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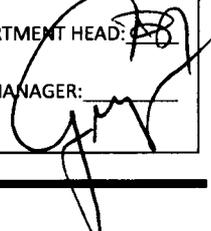
James P. [Signature]
Applicant Signature
14 MARCH 2011
Date



COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: MAY 16, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: DENISE JONES, CITY CLERK

DATE: MAY 11, 2011

SUBJECT: FARMERS MARKET SPECIAL EVENT APPLICATION 1123

APPLICANT AND ORGANIZATION

Laura Jenkins, Main Street Tehachapi

EVENT DESCRIPTION

The Farmers Market will be held on Thursday's from June 2, 2011 through August 24, 2011. The farmers market will be held from 4:00 pm – 7:00 pm on Tehachapi Blvd, between Green Street and Robinson Street. This event is open to the public.

APPLICANT REQUESTS

- Closure of Tehachapi Blvd. from Green Street to Robinson Street.
- Street Barricades from Public Works Department

STAFF CONDITIONS

Due to the late arrival of this application staff conditions have not yet been received.

RECOMMENDATION

APPROVE THE SPECIAL USE APPLICATION FOR THE FARMERS MARKET AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS.



SPECIAL USE/EVENT APPLICATION

Organization Main Street Tehachapi

Event Contact Laura Jenkins Phone Number 822-6519 or 972-2365

Address 105 East "E" Street

City Tehachapi State ca Zip Code 93561

E-mail Address Laura@mainstreettehachapi.org

Event Name Farmers Market

Event Location Tehachapi Blvd.

Event Date(s) June 2nd 2011 - Aug 24th Event Time(s) 4:00 pm - 7:00 pm

Describe Event: (Street Closures, Activities, Participation, Etc.) at 2:30 p.m

Please have Tehachapi Blvd closed on Thursdays ~~around 3:00 pm~~
 also please have cons to direct parking and closers of streets.
 between
 Green + Robinson
 Thank you!

Is the event open to the Public? Yes No

Is event for money raising purposes? Yes No

If Yes, what will the proceeds be used for? _____

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If Yes, what is A.B.C. Permit No? _____
Still needing to get it

Event Name _____

Event Date(s) _____

Please Describe How The Following Will Be Accomplished:

Street Barricades City

Traffic Control Volunteer police

Crowd Control Main Street Tehachapi

Utility Services: Water, Sewer, Electric City

Lights City

Dust Control 0

Site Clean-up & Maintenance Main street Tehachapi

Security Main street Tehachapi

Site Facilities Main Street Tehachapi

Health Dept. Main street Tehachapi

I understand that if I am utilizing a city-owned facility I am responsible to clean the above requested facility, by removing all rubbish, debris, etc., and restore the grounds/facility back to a clean and orderly condition. I further understand I may be required to pay a deposit, at the cities discretion, for clean-up of the grounds/facility, and upon inspection of the grounds/facility, the deposit, may be fully or partially refunded, depending upon the condition the facility is left in by the user.

I also understand that this application is not a guarantee of event approval.

I, the undersigned, have read the above statements, general regulations and insurance requirements attached to this contract, and understand them and agree fully.

Applicant Signature *Paula Jenkins*

Date 5/11/2011

Office Use Only

Insurance Certificate List Of Vendors Meeting

Deposit Plot Plan Date _____

Time _____

<input type="checkbox"/> CM	<input type="checkbox"/> PW	<input type="checkbox"/> A	<input type="checkbox"/> HD
<input type="checkbox"/> CPM	<input type="checkbox"/> CD	<input type="checkbox"/> P	<input type="checkbox"/> BL
<input type="checkbox"/> LC	<input type="checkbox"/> BI	<input type="checkbox"/> F	<input type="checkbox"/> C

Notes _____

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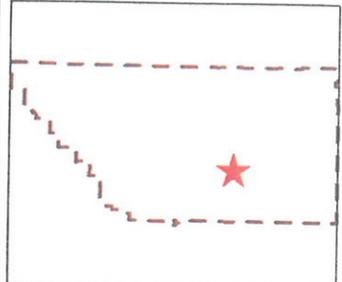
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Applicant Signature

Date



Legend

Roads

- Arterial
- Collector
- Highway
- Local
- Ramp
- Unpaved

County of Kern

Assessment Parcels

High Res Aerial Photo 2008

* Signs on N. and S. side of Tehachapi Blvd behind curb. "No Parking After 2pm"

⊠ - vendor space 10x10

Scale: 1:775

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

PARK VENDOR PARKING @ F & ROBINSON

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 39154242	Check Date: ? PblcWrks/acetylene	Vendor: 0015	211-Praxair Distribution, Inc. 03/20/2011	105.19
			Check Total:	105.19
Check No: 0 B097875 B098400 B097540 2 B098399 B098338 B097874 B098111 B097540 1 B098043 B097790	Check Date: ? Wtr/samples/Dennison Well Wtr/samples/Dennison Well Wtr/samples/Curry Well/Resv #1&2 Wtr/samples/Curry resv Wtr/samples/Oakwood/tanglewood Wtr/samples/Curry Resv Wtr/samples/Wells & Curry Resv Wtr/samples/Curry Well/Resv #1&2 Swr/WWTP headworks Swr/WWTP headworks	Vendor: 0035	BC Laboratories, Inc. 04/04/2011 04/14/2011 04/05/2011 04/15/2011 04/19/2011 04/04/2011 04/07/2011 04/05/2011 04/07/2011 04/04/2011	15.00 15.00 75.00 15.00 24.00 15.00 810.00 24.00 210.00 210.00
			Check Total:	1,413.00
Check No: 0 3954	Check Date: ? Swr/electrician frmn hrs/trbl sht gr	Vendor: 0182	P&J Electric 04/05/2011	359.25
			Check Total:	359.25
Check No: 0 2053	Check Date: ? Parking Citation Revenue 03/2011	Vendor: 0216	Judicial Data Systems Corporat 04/13/2011	100.00
			Check Total:	100.00
Check No: 0 030111	Check Date: ? Parking Citation/03-2011	Vendor: 0223	Kern County Auditors Office 03/01/2011	121.00
			Check Total:	121.00
Check No: 0 57766	Check Date: ? Strts/material/delivery	Vendor: 0241	Kern Bros. Trucking, Inc. 03/31/2011	1,878.15
			Check Total:	1,878.15
Check No: 0 38309 88905	Check Date: ? Wtr/smts gls Wtr/mxl can air	Vendor: 0249	K-Mart 04/07/2011 04/14/2011	10.78 21.63
			Check Total:	32.41
Check No: 0 4 033111 16 033111 3 033111 28 033111	Check Date: ? GenGov/Legal srvc extra PblcWrks/Legal srvc extra/trct#6216 PD/Legal srvc extra Legal srvc extra/89-1	Vendor: 0263	Lebeau, Thelen, LLP 03/31/2011 03/31/2011 03/31/2011 03/31/2011	239.00 814.00 1,037.32 1,443.00
			Check Total:	3,533.32
Check No: 0 140133949 140132749	Check Date: ? PblcWrks/srvc chrg/twl cntr/disp/cov PblcWrks/srvc chrg/twl cntr/disp/cov	Vendor: 0300	Mission Linen & Uniform Servic 04/12/2011 04/05/2011	61.70 65.35
			Check Total:	127.05
Check No: 0 1808171 1808192	Check Date: ? PblcWrks/rolloff dump/return/KC gate PblcWrks/lrg truck	Vendor: 0304	Mojave Sanitation 03/31/2011 03/31/2011	839.53 175.91
			Check Total:	1,015.44
Check No: 0 031028739	Check Date: ? PblcWrks/pipe-ind-grv-ell	Vendor: 0349	Rain For Rent Bakersfield 04/11/2011	47.09
			Check Total:	47.09

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 23026	Check Date: ? Wtr/gate anchor	Vendor: 0350	Ranch Service & Supply 04/05/2011	18.49
			Check Total:	18.49
Check No: 0 0242480 0242205 0242170	Check Date: ? PblcWrks/fuel PblcWrks/fuel PblcWrks/drums returned/cleaning fee	Vendor: 0362	RSI Petroleum Products 04/05/2011 03/23/2011 03/21/2011	987.05 2,239.37 -16.21
			Check Total:	3,210.21
Check No: 0 042511 1 042511 3 042511 2 042511 4	Check Date: ? GenGov/Legal Srvc/March 16 thru Apri Wtr/Legal Srvc/March 16 thru April 1 Swr/Legal Srvc/March 16 thru April 1 Arprt/Legal Srvc/March 16 thru April	Vendor: 0373	Thomas F. Schroeter, Attorney @ Law 04/25/2011 04/25/2011 04/25/2011 04/25/2011	4,758.00 90.00 102.00 306.00
			Check Total:	5,256.00
Check No: 0 040111	Check Date: ? Swr/water for samples/cooler rent	Vendor: 0399	Sparkletts 04/01/2011	98.45
			Check Total:	98.45
Check No: 0 287046 04 8893600 04 1933500 04 35327090 04 23171000 04 10807500 04 408320 04	Check Date: ? Wtr/service chg/TUSD Wtr/service chg/Benz san Wtr/service chg/Henway Wtr/service chg/Chemtool LLD/service chg/Warrior Park LLD/service chg/Landscaping LLD/service chg/Median	Vendor: 0426	Tehachapi-Cummings County Wate 03/31/2011 03/31/2011 03/31/2011 03/31/2011 03/31/2011 03/31/2011 03/31/2011	4.50 4.50 4.50 4.50 4.50 4.50 4.50
			Check Total:	31.50
Check No: 0 129310 129519 129456 129463 129474 129509 129431 129429 129440 129550 129604 129537 129546 129578 129487	Check Date: ? PblcWrks/roof wet patch/eg rfg 1lb Wtr/bushings/adaptr/couplings Wtr/stdnd/sand/pallets/delivery Wtr/hold dwn strap/bb sand Wtr/blocks mason line wood/level/bul Wtr/94 lb spec mix/sand Wtr/form stakes/rebar/stake break Wtr/2x10 20" fd #2/form stakes/break Wtr/misc screws/wire Wtr/plastic strainer & funnel Wtr/vlvball/nppl/gressure guage Wtr/bushings Wtr/galv plug/cap/pipe/thread Wtr/rebar tie wire Lndscp/star ap 9x2 1/2 1lb	Vendor: 0430	Tehachapi Lumber Company 03/23/2011 04/11/2011 04/05/2011 04/06/2011 04/06/2011 04/11/2011 04/04/2011 04/04/2011 04/04/2011 04/13/2011 04/20/2011 04/12/2011 04/13/2011 04/18/2011 04/07/2011	11.66 12.51 726.23 94.23 78.26 92.60 252.55 103.24 54.81 4.64 30.06 8.11 48.39 5.25 6.27
			Check Total:	1,528.81
Check No: 0 389019 383207	Check Date: ? Wtr/6.0 sk 3/8 pump Sidewalk replacement/5sk ae	Vendor: 0441	Vulcan Materials Company 04/08/2011 03/31/2011	1,207.67 717.64
			Check Total:	1,925.31
Check No: 0 05012011	Check Date: ? Senior Nutrition Program/May 2011	Vendor: 0445	Tehachapi Senior Center, Inc. 05/01/2011	100.00
			Check Total:	100.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0	Check Date: ?	Vendor: 0476	WITTS Everything for the Office	
115947-0	GenGov/4media cd drawer		04/12/2011	156.41
115975-0	GenGov/battery/ltr/glue stic		04/13/2011	73.58
115936-0	CommDev/inkcart		04/11/2011	70.34
116037-0	PD/clsp envelopes		04/14/2011	18.39
			Check Total:	318.72
Check No: 0	Check Date: ?	Vendor: 0490	Crenshaw Traffic Engineering	
11-003	General Plan update/review		04/06/2011	1,625.00
			Check Total:	1,625.00
Check No: 0	Check Date: ?	Vendor: 0525	All American Tire & Service Ce	
32892	PblWrks/flat repair		03/29/2011	15.00
			Check Total:	15.00
Check No: 0	Check Date: ?	Vendor: 0543	BSE Rents	
Order#347208	Cnstrctn/14' dia blade		03/31/2011	105.48
Contract#897091	Wtr/rollstone/trailer		04/15/2011	658.87
			Check Total:	764.35
Check No: 0	Check Date: ?	Vendor: 0560	Kern Machinery	
1842273	Cnstrctn/seal kit/pin fastenecy/frei		03/28/2011	110.32
			Check Total:	110.32
Check No: 0	Check Date: ?	Vendor: 0610	Abate-A-Weed, Inc.	
409839	Swr/roundup promax		04/06/2011	606.16
			Check Total:	606.16
Check No: 0	Check Date: ?	Vendor: 0612	Old Towne Nursery	
176332	PblcWrks/roto earth auger		04/11/2011	24.89
176331	PblcWrks/evergrn spikes		04/11/2011	121.00
			Check Total:	145.89
Check No: 0	Check Date: ?	Vendor: 0619	Home 4 Less	
322661	Lndscp/pvc 90 elbow/pvc		04/05/2011	9.37
323216	Lndscp/pvc union/adaptor		04/11/2011	19.23
			Check Total:	28.60
Check No: 0	Check Date: ?	Vendor: 0817	Kimball Midwest	
1895945	PblcWrks/cap screws/washers/hex nuts		03/31/2011	121.95
1904037	PblcWrks/gloves/cleaner/hoses/wheel/		04/07/2011	1,331.61
			Check Total:	1,453.56
Check No: 0	Check Date: ?	Vendor: 1031	D & D Seeds & Farm Equipment,	
16588	Strts/spring, trip/return		04/04/2011	56.20
			Check Total:	56.20
Check No: 0	Check Date: ?	Vendor: 1055	Mercury Graphics	
3969	GenGov/envelopes		03/31/2011	191.06
			Check Total:	191.06
Check No: 0	Check Date: ?	Vendor: 1199	Dinnerville Trucking Company	
12377	Wtr/load/base/trucking materials		04/15/2011	1,150.00
			Check Total:	1,150.00
Check No: 0	Check Date: ?	Vendor: 1286	M&M's Sports Uniforms & Embroi	
23473	Council/two polo shirts/artwork		04/15/2011	22.73

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				22.73
Check No: 0	Check Date: ?	Vendor: 1321	Culligan Water Conditioning	
040111	PD/acd rental		04/01/2011	29.00
Check Total:				29.00
Check No: 0	Check Date: ?	Vendor: 1331	Great Valley Center	
042011	CommDev/dues		04/20/2011	100.00
Check Total:				100.00
Check No: 0	Check Date: ?	Vendor: 1505	Benz Construction Services	
1804148	PblcWrks/toilet rental & service		04/01/2011	55.10
Check Total:				55.10
Check No: 0	Check Date: ?	Vendor: 1729	Alpha Landscape Maintenance	
10809 1	GenGov/City offices		03/28/2011	45.38
10810 1	GenGov/Market place		03/28/2011	2.58
10809 2	GenGov/Market Place & Union Pacific		03/28/2011	201.79
10810 13	GenGov/Pioneer Park		03/28/2011	7.74
10810 14	GenGov/Old Town planter		03/28/2011	2.58
10810 16	GenGov/old fire house		03/28/2011	2.58
10809 16	GenGov/Old Town planters		03/28/2011	11.12
10810 17	GenGov/Robison Parks		03/28/2011	2.58
10810 18	GenGov/Taco sandwich		03/28/2011	2.58
10809 18	GenGov/old fire house on Pinon		03/28/2011	109.63
10810 19	GenGov/Senior center		03/28/2011	2.58
10809 19	GenGov/Railroad Park		03/28/2011	461.02
10809 20	GenGov/Taco sandwich & wall		03/28/2011	25.68
10810 21	GenGov/Robinson parking lot		03/28/2011	6.39
10809 21	GenGov/Senior center		03/28/2011	95.95
10809 23	GenGov/Robinson parking lot		03/28/2011	22.85
10809 24	GenGov/Pioneer Park		03/28/2011	506.04
10810 20	Depot/Railroad Depot		03/28/2011	5.16
10809 22	Depot/Railroad Depot		03/28/2011	116.44
10810 2	Strts/Mill st islands		03/28/2011	7.74
10809 3	Strts/Mill st islands		03/28/2011	392.38
10809 4	Strts/Capitol Hills/South island		03/28/2011	246.63
10810 8	Strts/South Curry		03/28/2011	5.16
10809 10	Strts/South Curry		03/28/2011	207.93
10810 11	Strts/Dennison st		03/28/2011	7.74
10809 13	Strts/street trees		03/28/2011	113.10
10809 14	Strts/Dennison street		03/28/2011	658.10
10810 9	LLD/Heritage Oaks		03/28/2011	25.79
10809 11	LLD/Heritage Oak		03/28/2011	787.98
10810 12	LLD/Clear View		03/28/2011	2.58
10809 15	LLD/Clear View		03/28/2011	294.12
10818	LLD/replace dead/missing plants		04/08/2011	2,950.00
10817	LLD/basin replanting/shrubs		04/08/2011	2,175.00
10810 3	LLD/Manzanita Park		03/28/2011	7.74
10810 4	LLD/Manzanita Park		03/28/2011	2.58
10809 5	LLD/Manzanita Park		03/28/2011	693.93
10809 6	LLD/KB tract highland imd		03/28/2011	468.03
10810 5	LLD/Alta tr/Warrior Park		03/28/2011	59.31
10810 6	LLD/Alta parkway lawns		03/28/2011	5.16
10809 7	LLD/Alta tract/Warrior Park		03/28/2011	4,082.07
10810 7	LLD/all planters-Highline		03/28/2011	25.79
10809 8	LLD/Alta Parkway lawns		03/28/2011	160.38
10809 9	LLD/all planters/Highline & trct per		03/28/2011	1,433.48
10810 10	LLD/KB/Dennison st		03/28/2011	72.20
10809 12	LLD/KB trct/Dennison		03/28/2011	3,293.96

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
10810 15	LLD/Mill st cottages		03/28/2011	1.29
10809 17	LLD/Mill strt cottages		03/28/2011	22.49
Check Total:				19,833.33
Check No: 0	Check Date: ?	Vendor: 1801	HD Supply Waterworks, LTD	
2818527	Wtr/4 std galv bend/flange/nppl		04/14/2011	140.73
2754991	Wtr/trffc valve box/lid wtr/util box		04/01/2011	662.28
2814508	Wtr/pvc pipe swb/solvent weld bell		04/14/2011	19.49
2786203	Wtr/ball valve		04/07/2011	192.02
2783674	Wtr/flange/bolt&nut kit cad/gasket		04/07/2011	332.55
2786284	Wtr/ball valve/test cock ball valve		04/13/2011	272.17
2752657	Wtr/galv nppl/90 bend/nppl/gskt/red		04/01/2011	670.11
2783356	Wtr/pvc pipe/omni cplg		04/07/2011	1,682.15
2664317	Wtr/angle mtr vlv/ang bmv		04/01/2011	1,449.68
2600919	Wtr/usg register/reg		04/01/2011	122.32
2796131	Swr/pvc pipe markings/cplg/camlock p		04/12/2011	2,014.63
2775911	Lndscp/ball valve		04/05/2011	71.86
Check Total:				7,629.99
Check No: 0	Check Date: ?	Vendor: 1855	Gemini Group L.L.C.	
111-10136	Wtr/2,900 ccr mailing s		04/19/2011	812.00
Check Total:				812.00
Check No: 0	Check Date: ?	Vendor: 1866	Bear Valley CSD	
052011	PD/Dispatch Service/May 2011		05/01/2011	32,093.04
Check Total:				32,093.04
Check No: 0	Check Date: ?	Vendor: 1947	Tehachapi Lawn and Garden	
6738	PblcWrks/3 Kawyl weedaterskwikloade		04/12/2011	1,523.01
Check Total:				1,523.01
Check No: 0	Check Date: ?	Vendor: 1982	SSD Systems	
907805	GenGov/trip chrg/labor/repared shor		03/31/2011	129.10
941344 1	GenGov/alarm monitoring/115 S Robins		04/11/2011	33.00
941344 5	GenGov/alarm monitoring/108 Pinon st		04/11/2011	33.00
941344 6	PblcWrks/alarm monitoring/800 Enterp		04/11/2011	30.00
941344 4	Wtr/alarm monitoring/100 CommWay		04/11/2011	33.00
941344 2	Arprt/alarm monitoring/314 N Hayes		04/11/2011	33.00
941344 3	Arprt/phone line bckup/314 N Hayes		04/11/2011	22.00
907814	Arprt/srcv labor hours/motion/trip c		04/01/2011	395.04
Check Total:				708.14
Check No: 0	Check Date: ?	Vendor: 2004	Mody Pumps, Inc.	
8247	Wtr/repair turbine pump mtr		04/11/2011	2,094.25
8246	Wtr/repair turbine pump mtr		04/11/2011	1,140.00
Check Total:				3,234.25
Check No: 0	Check Date: ?	Vendor: 2111	Swift Napa Auto Parts	
697975	PblcWrks/oil filters		03/31/2011	38.93
697335	Cnstrctn/trailer cable/butt connecto		03/24/2011	25.64
698490	Strts/battery/core deposit		04/04/2011	74.13
697769	Strts/oil treatmnt/degreaser		03/29/2011	24.12
700130	Wtr/tire chain/tightener		04/20/2011	123.92
699494	Swr/batter/core deposit		04/14/2011	135.84
700004	Swr/batter/core deposit/return credi		04/19/2011	-10.83
Check Total:				411.75
Check No: 0	Check Date: ?	Vendor: 2200	Argo Chemical	
1104053	Wtr/chlor sol		04/05/2011	509.75

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	509.75
Check No: 0 ByB27873	Check Date: ? GenGov/100-2 private label bottled w	Vendor: 2531	Bottle Your Brand 04/12/2011	1,338.64
			Check Total:	1,338.64
Check No: 0 041211	Check Date: ? GenGov/postage	Vendor: 2676	USPS-Hasler 04/19/2011	1,000.00
			Check Total:	1,000.00
Check No: 0 310337 1 310337 2	Check Date: ? RDA/professional fee/07 tax allocati RDA/professional fee/07 tax allocati	Vendor: 2733	Urban Futures, Inc. 04/04/2011 04/04/2011	2,800.00 700.00
			Check Total:	3,500.00
Check No: 0 15368 15430 15406	Check Date: ? PD/lens/replacement lens/radio holde PD/mens shirts/patches PD/led lamp modual	Vendor: 2785	Bakersfield VIP Uniforms, Inc. 04/06/2011 04/11/2011 04/08/2011	56.34 151.53 19.49
			Check Total:	227.36
Check No: 0 042011	Check Date: ? GenGov/annual dues	Vendor: 2843	ACCAP 04/19/2011	1,300.00
			Check Total:	1,300.00
Check No: 0 844899 033011 032211 030111	Check Date: ? Misc Fees/Rev-Police/fingerprint app PD/fingerprint apps Business lisc/LZ GenGov/fingerprint apps/HLambert Arprt/fingerprint apps/TFarmer	Vendor: 2874	Department of Justice, Account 04/05/2011 03/30/2011 03/22/2011 03/01/2011	185.00 32.00 32.00 32.00
			Check Total:	281.00
Check No: 0 4082 1 4089 1 4089 2 4082 2 4091 4084 4090 4083	Check Date: ? GenGov/cleaning/115 S Robinson st GenGov/cleaning/115 S Robinson PD/cleaning/129 E F st PD/cleaning/129 E F st Depot/cleaning/101 W Teh blv Depot/cleaning/101 W Teh blv Arprt/cleaning/314 N Hayes Arprt/cleaning/314 N Hayes	Vendor: 2892	Mountain Maintenance Group, In 04/11/2011 04/25/2011 04/25/2011 04/11/2011 04/25/2011 04/11/2011 04/25/2011 04/11/2011	480.00 480.00 600.00 600.00 500.00 500.00 100.00 100.00
			Check Total:	3,360.00
Check No: 0 041811 041811 2	Check Date: ? Arprt/meals/reimbursement/training Arprt/fuel/reimbursement/training	Vendor: 2957	Gaston Patterson 04/18/2011 04/18/2011	41.86 155.75
			Check Total:	197.61
Check No: 0 30392	Check Date: ? PblcWrks/fence & gate rent	Vendor: 2978	Andy Gump, Inc 03/24/2011	89.63
			Check Total:	89.63
Check No: 0 145311	Check Date: ? A/R foreclosure/AD 80-2	Vendor: 2981	Burke, Williams & Sorenson, LL 04/11/2011	4,056.32
			Check Total:	4,056.32
Check No: 0 753615	Check Date: ? Arprt/repair&maint/02 Chev trk/trlbl	Vendor: 2989	My Fleet Center.com 03/16/2011	622.72

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	622.72
Check No: 0	Check Date: ?	Vendor: 3051	Tehachapi Transmissions, Inc.	
2376	PD/light chip/shop supplies		04/12/2011	394.95
2370	PD/rear lift sit belt assembly/air v		04/07/2011	463.13
2362	PD/oil filter/mitr oil		04/05/2011	42.30
			Check Total:	900.38
Check No: 0	Check Date: ?	Vendor: 3066	AECOM Technical Services, Inc.	
9537108437A	GenGov/meetings		04/14/2011	1,300.00
9537108437B	GenGov/meetings		04/14/2011	989.00
9537108437E	GenGov/dry utility meetings		04/14/2011	606.00
9537108379	Dwntwn Beautification Ph II		04/14/2011	5,563.24
9537108172	Centennial Plaza/services		04/14/2011	3,493.69
9537108168	Challenger drv extnsn/final design p		04/14/2011	2,147.51
9537108162	Mill strt & H strt Rehab prjct		04/14/2011	328.27
9537108437D	Wtr/utility assistance		04/14/2011	302.50
9537108437F	Wtr/legal support/records		04/14/2011	185.00
9537108433	C st water line replacement		04/14/2011	1,249.50
9537108297	Tucker lift stntn construction admin		04/14/2011	754.47
9537108417	WWTP upgrade prjct		04/14/2011	20,604.31
9537108431	Teh blv imprvmnts prjct ph IV		04/14/2011	10,276.09
			Check Total:	47,799.58
Check No: 0	Check Date: ?	Vendor: 3093	Kern County Animal Control	
041311	GenGov/Qtrly Jan-2011 thru Mar 2011		04/13/2011	6,500.00
			Check Total:	6,500.00
Check No: 0	Check Date: ?	Vendor: 3113	Townsend Public Affairs, Inc.	
6924	New Treatment Plant/consulting srvc		04/01/2011	3,240.00
			Check Total:	3,240.00
Check No: 0	Check Date: ?	Vendor: 3135	Juan Acuna	
402836	Wtr/pumped 12 yrds/set up		04/05/2011	270.00
402837	Wtr/pumped 9.50 yrds		04/11/2011	245.00
			Check Total:	515.00
Check No: 0	Check Date: ?	Vendor: 3192	North Star Destination Strateg	
2399	Brandprint Program/25% presentation		04/19/2011	14,000.00
			Check Total:	14,000.00
Check No: 0	Check Date: ?	Vendor: 3219	Seifel Consulting, Inc.	
10921	RDA/on-call redevelopment srvc		04/08/2011	1,431.83
			Check Total:	1,431.83
Check No: 0	Check Date: ?	Vendor: 3280	Nichols Consulting	
2011-9815914-02	GenGov/State mndtd cost consulting s		04/11/2011	1,600.00
			Check Total:	1,600.00
Check No: 0	Check Date: ?	Vendor: 3281	Statewide Safety & Signs, Inc.	
794	Strts/sidewalk closed signs		04/12/2011	132.74
			Check Total:	132.74
Check No: 0	Check Date: ?	Vendor: 3363	RSINet	
473	Arprt/data service Jan-Mar 2011		04/06/2011	180.00
			Check Total:	180.00
Check No: 0	Check Date: ?	Vendor: 3364	David Janes Company	
041211	Wtr/14" 15sofrd/slip on flg		04/12/2011	271.63

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	271.63
Check No: 0	Check Date: ?	Vendor: 3365	B & B Surplus Inc.	
392212	Wtr/blc pipe		04/14/2011	454.65
			Check Total:	454.65
			Report Total:	187,326.71

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33524	Check Date: 04/13/2011	Vendor: 2963	AT&T	
2267089	GenGov/115 S Robinson		04/06/2011	483.60
2267612	GenGov/108 Pinon fax		04/06/2011	15.15
2267092	GenGov/115 S Robinson fax		04/06/2011	58.01
2267094	PblcWrks/fax		04/06/2011	29.62
2267890	PD/breath alizer machine		04/06/2011	15.59
2267956	Depot		04/06/2011	45.87
2259989	Wtr/CommWay fax		04/02/2011	46.54
2261663	Wtr/telemetry syst/100 CommWay		04/02/2011	212.42
2267098	Swr/scada		04/06/2011	75.58
2267090	Swr/WWTP office		04/06/2011	65.65
2267091	Swr/lift station		04/06/2011	15.65
2267093	Arprt/awos		04/06/2011	15.28
2267095	Arprt/fuel system		04/06/2011	15.59
Check Total:				1,094.55
Check No: 33525	Check Date: 04/13/2011	Vendor: 1739	Chevron & Texaco Business Card	
040611	PD/fleet vehicle fuel		04/06/2011	6,139.71
Check Total:				6,139.71
Check No: 33526	Check Date: 04/13/2011	Vendor: 0395	The Gas Company	
042811	GenGov/heating&ac/115 S Robinson		04/28/2011	95.46
Check Total:				95.46
Check No: 33527	Check Date: 04/13/2011	Vendor: 3362	San Diego Marriott Mission Val	
041811	PD/lodging/A.Wood/CAPE conference		04/18/2011	590.50
Check Total:				590.50
Check No: 33528	Check Date: 04/13/2011	Vendor: 0372	Southern California Edison	
04071134	Strts/Teh/Tucker		04/07/2011	49.96
04071115	Strts/TR 45361 Mulberry ap		04/07/2011	55.28
04071116	Strts/Mill and J st		04/07/2011	72.85
04071117	Strts/Tucker rd/Hwy 202		04/07/2011	174.70
04071118	Strts/Curry st S/O Pinon st		04/07/2011	14.94
04061119	Strts/Highway 202		04/07/2011	59.79
04061120	Strts/Curry st/Walnut		04/06/2011	16.11
04071121	Strts/100 W Teh blv #B		04/07/2011	158.33
04071122	Strts/101 W F st		04/07/2011	241.74
04071123	Strts/TR 2995 Oakwood/Val		04/07/2011	7,472.94
0408111	Strts/1300 Goodrick dr #Z		04/08/2011	21.11
0408112	Strts/Mulberry/Brentwood		04/08/2011	74.80
0407113	Strts/Valley blv W/O Dennison		04/07/2011	408.76
0407114	Strts/Goodrick dr E/O Dennison		04/07/2011	204.38
0407115	Strts/Dennison/Brett av		04/07/2011	43.72
0407116	Strts/Teh blv/Dennison		04/07/2011	12.43
0407117	Strts/800 S Curry st		04/07/2011	34.99
0407118	Strts/710 W Teh blv		04/07/2011	160.42
0407119	Strts/Tucker/Valley		04/07/2011	128.88
04071110	Strts/Mill st S/O E st		04/07/2011	11.10
04071111	Strts/Highline & Curry		04/07/2011	16.65
04071112	Strts/213 W I st		04/07/2011	11.10
04071113	Strts/F st E/O Mulberry		04/07/2011	183.02
04071114	Strts/Mill and J st		04/07/2011	111.47
04071132	Wtr/1299 S Curry st		04/07/2011	1,690.89
04081126	Wtr/Wht Oak extnd E Curry		04/08/2011	918.28
04081127	Wtr/129 Brentwood dr		04/08/2011	1,032.90
04091128	Wtr/NW cor Anita/Dennison		04/09/2011	2,119.73
04091129	Wtr/126 S Snyder av		04/09/2011	616.00
04061130	Wtr/Curry		04/06/2011	6,074.71
04071131	Wtr/Pinon		04/07/2011	1,828.09

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
04071133	Swr/000000 Teh blv		04/07/2011	166.19
04081135	Swr/755 Steuber Well		04/08/2011	537.09
04081136	Arprt/NE cor Teh airport		04/08/2011	21.11
04081137	Arprt/ad boards		04/08/2011	140.87
04071124	Strts/TR 2995 Oakwood/Val		04/07/2011	252.96
04071138	LLD/180 Valley		04/07/2011	21.11
04071125	Strts/TR 2995 Oakwood/Val		04/07/2011	179.52
04081139	LLD/Manzanite/Green		04/08/2011	276.49
04091140	LLD/115 Manzanita st		04/09/2011	21.90
04091141	LLD/209 E Highline rd PED		04/09/2011	22.57
04071142	LLD/311 Sutter st		04/07/2011	21.11
04071143	LLD/501 1/2 Pinon		04/07/2011	21.11
04061144	LLD/1347 Clasico dr PED		04/06/2011	21.11
04061145	LLD/1115 Alder av PED		04/06/2011	22.19
04061146	LLD/1415 Alder av PED		04/06/2011	21.11
04081148	LLD/1202 S Dennison		04/08/2011	23.12
04081149	LLD/1000 Canyon dr W		04/08/2011	21.11
04081150	LLD/Denniosn/Pinon st		04/08/2011	1,232.78
04081146	LLD/1199 Canyon dr East		04/08/2011	21.11
04081147	LLD/1200 S Dennison		04/08/2011	21.11
04081151	LLD/Mill st/D st		04/08/2011	80.08
Check Total:				27,165.82

Check No: 33529	Check Date: 04/13/2011	Vendor: 3284	Alexia Wood	
0418111	PD/meals allowance/CAPE conference		04/18/2011	170.00
0418112	PD/448.0 miles/CAPE conference		04/18/2011	228.48
0418113	PD/hotel parking/CAPE conference		04/18/2011	56.00
Check Total:				454.48
Report Total:				35,540.52

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33590	Check Date: 04/20/2011	Vendor: 1851	AT&T	
040111	GenGov/white page account		04/01/2011	11.73
			Check Total:	11.73
Check No: 33591	Check Date: 04/20/2011	Vendor: 2963	AT&T	
2276294	PD/T1 line		04/11/2011	303.75
			Check Total:	303.75
Check No: 33592	Check Date: 04/20/2011	Vendor: 0395	The Gas Company	
041111 1	PD/heating&ac/129 E F st		04/11/2011	313.50
041211 2	Wtr/heating&ac/100 CommWay		04/12/2011	152.52
041211 3	Arprt/heating&ac/409 Byran ct		04/12/2011	108.31
			Check Total:	574.33
Check No: 33593	Check Date: 04/20/2011	Vendor: 1822	Ed Grimes	
040811 2	Council/meal/PublicSafety/Solid Wast		04/08/2011	16.36
040811 1	Council/mileage/PublicSafety/Solid W		04/08/2011	183.60
			Check Total:	199.96
Check No: 33594	Check Date: 04/20/2011	Vendor: 2695	Home Depot Credit Services	
5595046	GenGov/15' wkshopcrd		03/21/2011	21.59
5573502	GenGov/8in ntlti100		03/31/2011	5.40
2564803	PblcWrks/woodhandle		03/23/2011	6.38
2564260	PblcWrks/3/4 ext		03/14/2011	9.11
0992384	PblcWrks/2pk alto/40w halogena/scrap		03/16/2011	25.76
0992433	PblcWrks/1 qt clr buc		03/16/2011	1.34
1020893	PblcWrks/pipe wrap/3"x25 ft fw		04/04/2011	19.53
9022437	PblcWrks/3/8"bit/ear plugs/msk/poly		03/07/2011	184.27
9022484	PblcWrks/silicsand		03/07/2011	15.53
8022593	PblcWrks/spray hood/shoe covers		03/08/2011	16.64
6572694	PblcWrks/gal str/2gln lig/bucket		03/10/2011	29.27
6594676	PblcWrks/min spirits		03/10/2011	20.52
0014948	PblcWrks/32wt8ub		03/16/2011	61.25
8014392	PblcWrks/yardbags/bich spry/brush		03/08/2011	99.37
4024568	PblcWrks/2x8 8 gdf		03/22/2011	5.54
8133323	Lndscp/rnd shovel		03/08/2011	23.78
7583325	Lndscp/mag lt		03/09/2011	17.18
7993859	Lndscp/gloves		03/29/2011	21.59
9014342	Cnstrctn/brush/vac filter/ext wand		03/07/2011	79.21
8583297	Cnstrctn/bucket/hmr16toolbox/lid/bru		03/08/2011	19.57
0564390	Cnstrctn/water filter		03/16/2011	125.92
4015117	Cnstrctn/1/2 sae/breaker		03/22/2011	45.43
2993275	Cnstrct/snaprng pliers/gloves		03/24/2011	49.43
1023687	PD/mdf boards/3" 24tmcut5p		03/15/2011	26.73
0023774	Depot/40w halogena		03/16/2011	6.32
1560203	Strts/min spirits		04/04/2011	21.00
7014550	Centennial Plaza/6pc maxspd lights		03/09/2011	31.72
7040173	Centennial Plaza/lights/100'cable/ex		03/09/2011	525.95
6594648	Centennial Plaza/router bit		03/10/2011	29.60
2014800	Centennial Plaza/1g 5hl 1/2 bx		03/14/2011	6.34
1023635	Centennial Plaza/pty knife/filler/p		03/14/2011	72.74
1023671	Centennial Plaza/tape/1/2" tape		03/15/2011	26.71
1992293	Centennial Plaza/stples/stpl gun/tac		03/15/2011	70.85
004028	Centennial Plaza/pvc cplg		03/16/2011	3.36
1992305	Wtr/firesafe		03/15/2011	204.59
7025429	Wtr/80# crack re		03/29/2011	17.28
1040406	Wtr/trsh bags/windex/pine sol		03/15/2011	20.51
8022668	Wtr/mortar		03/08/2011	5.27
8594572	Wtr/2x10-8 pt		03/08/2011	69.15
5010004	Wtr/60# sakrete		03/31/2011	11.13

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
5020014	Wtr/pipe wrap/60# sakrete/gloves		03/31/2011	50.17
7022768	Wtr/stakes/80# crack re		03/09/2011	37.42
6022859	Swr/4 hard hats		03/10/2011	42.74
9992487	Swr/entry latch		03/17/2011	10.79
5994201	Swr/fg lhshvlsp		03/31/2011	84.34
5024407	Arprt/steel cover/wallplt/outlets		03/21/2011	49.86
5100740	Arprt/steel cover/wallplt/outlets/re		03/21/2011	-49.86
5100742	Arprt/ss plate tl outlet		03/21/2011	22.57
4015161	Arprt/clamp light/lt puck/velcor/pro		03/22/2011	82.97
8015440	Arprt/plt plate/60w globe/flood ligh		03/28/2011	133.94
6025552	Arprt/flat plate		03/30/2011	36.60
1590142	Arprt/swivl casters/rigid casters/fl		04/04/2011	60.67
4024556	Arprt/bkr dish/pr bl		03/22/2011	30.09
3993072	Rancho Car Lot/20 8 br/knife		03/23/2011	29.94
6025534	SidewalkReplacement/5000 plus		03/30/2011	25.82
8993745	LLD/Alta/gopher traps		03/28/2011	76.12
1994933	LLD/glasses/pvc union/2 pvc m adpt		04/04/2011	23.88
Check Total:				2,800.92
Check No: 33595	Check Date: 04/20/2011	Vendor: 3317	HPS Mechanical, Inc.	
03152011	Swr/TuckerSwrLiftStation/Pay#3 March		04/14/2011	13,163.11
Check Total:				13,163.11
Check No: 33596	Check Date: 04/20/2011	Vendor: 0661	David A. James	
041811	CommDev/mileage advance/CALED confer		04/18/2011	326.40
Check Total:				326.40
Check No: 33597	Check Date: 04/20/2011	Vendor: 2957	Gaston Patterson	
042011	Arprt/fuel line hose/reimbursement		04/20/2011	4.73
Check Total:				4.73
Check No: 33598	Check Date: 04/20/2011	Vendor: 0372	Southern California Edison	
041611	Strts/800 S Curry st #A		04/16/2011	37.21
Check Total:				37.21
Check No: 33599	Check Date: 04/20/2011	Vendor: 1917	Linda Vernon	
042011	Depot/two tile plaques/reimbursement		04/20/2011	49.69
Check Total:				49.69
Report Total:				17,471.83

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 7000328589	Check Date: ? PblcWrks/membership renewal/D.Wahlst	Vendor: 0020	American Water Works Associati 02/28/2011	95.00
			Check Total:	95.00
Check No: 0 IO308317 UT IO308317	Check Date: ? Use Tax PblcWrks/eclipse	Vendor: 0027	Atco International 04/12/2011 04/12/2011	-65.67 861.67
			Check Total:	796.00
Check No: 0 B098783 B098649 2 B098784 B098649 1 B098834 B098540 B099254	Check Date: ? Wtr/samples/Dennison Well Wtr/samples/221 S Hayes/Pinon Wll Wtr/samples/Curry resv Wtr/samples/221 S Hayes/Pinon Wll Swr/samples/WWTP headworks Swr/samples/WWTP headworks Swr/samples/WWTP headworks	Vendor: 0035	BC Laboratories, Inc. 04/27/2011 04/27/2011 04/27/2011 04/27/2011 04/25/2011 04/25/2011 04/27/2011	15.00 50.00 15.00 24.00 210.00 210.00 210.00
			Check Total:	734.00
Check No: 0 238105302	Check Date: ? Pblcwrks/lp gas delivery	Vendor: 0041	Benz Propane Company, Inc. 03/31/2011	421.02
			Check Total:	421.02
Check No: 0 A108691	Check Date: ? Swr/effluen/analysis	Vendor: 0060	BSK Analytical Laboratories 04/28/2011	144.00
			Check Total:	144.00
Check No: 0 0061005	Check Date: ? CommDev/construction testing/SCE exp	Vendor: 0061	BSK Associates 03/31/2011	140.00
			Check Total:	140.00
Check No: 0 3966	Check Date: ? Wtr/trbl sht Curry booster station	Vendor: 0182	P&J Electric 04/28/2011	444.85
			Check Total:	444.85
Check No: 0 155835	Check Date: ? Wtr/1/2" ac pg	Vendor: 0184	Granite Construction Company 04/05/2011	483.21
			Check Total:	483.21
Check No: 0 0065503	Check Date: ? Wtr/State inspection/smog	Vendor: 0214	J&H Automotive Unlimited 11/09/2010	51.70
			Check Total:	51.70
Check No: 0 57824	Check Date: ? Wtr/misc. sand del	Vendor: 0241	Kern Bros. Trucking, Inc. 04/08/2011	2,381.51
			Check Total:	2,381.51
Check No: 0 140135155	Check Date: ? PblcWrks/srvc chrg/cvrs/twl cntr	Vendor: 0300	Mission Linen & Uniform Servic 04/19/2011	67.35
			Check Total:	67.35
Check No: 0 0242343 0242701	Check Date: ? PblcWrks/fuel PblcWrks/fuel	Vendor: 0362	RSI Petroleum Products 03/29/2011 04/13/2011	1,771.22 2,249.47
			Check Total:	4,020.69
Check No: 0 5341	Check Date: ? GenGov/mnthly luncheon	Vendor: 0424	Greater Tehachapi Chamber of C 03/16/2011	15.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
5383	GenGov/mnthly luncheon		04/20/2011	45.00
			Check Total:	60.00
Check No: 0 129536	Check Date: ? Green st lighting/2x10 20' df	Vendor: 0430	Tehachapi Lumber Company 04/12/2011	45.52
			Check Total:	45.52
Check No: 0 1703	Check Date: ? GenGov/ordinance 11-01-707 vweb full	Vendor: 0431	Tehachapi News 05/02/2011	295.00
			Check Total:	295.00
Check No: 0 392083	Check Date: ? Wtr/3/8 pm	Vendor: 0441	Vulcan Materials Company 04/13/2011	909.39
			Check Total:	909.39
Check No: 0 363068	Check Date: ? Swr/lcl sensor	Vendor: 0450	USA Bluebook 03/28/2011	431.95
			Check Total:	431.95
Check No: 0 116293-0 116215-0 116132-0	Check Date: ? GenGov/paper ink crt/cleaner/add rol GenGov/envelopes/folders PD/ppr towels/dispenser	Vendor: 0476	WITTS Everything for the Office 04/29/2011 04/26/2011 04/20/2011	265.65 80.79 58.98
			Check Total:	405.42
Check No: 0 596696	Check Date: ? GenGov/first aid supplies	Vendor: 0478	Zee Medical Service 03/08/2011	57.91
			Check Total:	57.91
Check No: 0 53827084 53767301	Check Date: ? PblcWrks/antifreeze storage drum PblcWrks/30g parts washer solvent	Vendor: 0509	Safety-Kleen Systems, Inc. 04/14/2011 04/08/2011	83.64 275.39
			Check Total:	359.03
Check No: 0 543856 542747	Check Date: ? Cnstrctn/edger/step tool Swr/hardhat w/ratch fullbrm	Vendor: 0543	BSE Rents 04/28/2011 03/10/2011	20.99 15.48
			Check Total:	36.47
Check No: 0 42711	Check Date: ? GenGov/dessert platter	Vendor: 0643	Apple Shed 04/27/2011	35.00
			Check Total:	35.00
Check No: 0 10150787 10152909	Check Date: ? Arprt/angle bnc Arprt/ear clip voip /cass	Vendor: 0675	Kapy's Electronics 03/03/2011 05/02/2011	10.80 23.79
			Check Total:	34.59
Check No: 0 58126	Check Date: ? PblcWrks/keys	Vendor: 0689	Pioneer True Value Home Center 04/11/2011	5.17
			Check Total:	5.17
Check No: 0 911868 911874	Check Date: ? Pblcwrks/radiator Pblcwrks/reservoir	Vendor: 0745	Jim Burke Ford 04/14/2011 04/14/2011	855.80 184.71
			Check Total:	1,040.51

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 83975	Check Date: ? Strts/broom sweeping service	Vendor: 1032	Jack Davenport Sweeping Services, I 03/31/2011	8,640.00
			Check Total:	8,640.00
Check No: 0 3987 3989	Check Date: ? GenGov/signs Green St. Lighting/sign	Vendor: 1055	Mercury Graphics 04/25/2011 05/05/2011	573.08 92.01
			Check Total:	665.09
Check No: 0 12355 1 12355 2	Check Date: ? PblcWrks/load Wtr/load	Vendor: 1199	Dinnerville Trucking Company 03/29/2011 03/29/2011	180.00 180.00
			Check Total:	360.00
Check No: 0 23468 23407	Check Date: ? PD/tailoring sew on patches PD/tailoring sew on patches	Vendor: 1286	M&M's Sports Uniforms & Embroi 04/14/2011 04/04/2011	2.44 35.18
			Check Total:	37.62
Check No: 0 0060833	Check Date: ? PblcWrks/coupling	Vendor: 1430	Sully & Sons Hydraulics, Inc. 04/19/2011	34.37
			Check Total:	34.37
Check No: 0 664749ER	Check Date: ? GenGov/admin fees	Vendor: 1442	FLEX ONE AFLAC 05/01/2011	50.00
			Check Total:	50.00
Check No: 0 PC84386	Check Date: ? PblcWrks/knob/nuts/washers	Vendor: 1507	Berchtold Equipment Company 04/14/2011	97.74
			Check Total:	97.74
Check No: 0 2824	Check Date: ? PD/pmc 45acp 230gr fmj	Vendor: 1514	Southern Shooters Supply 04/25/2011	49.80
			Check Total:	49.80
Check No: 0 042711	Check Date: ? Clerk/Annual membership/D. Jones	Vendor: 1718	IIMC 04/27/2011	135.00
			Check Total:	135.00
Check No: 0 10840 1 10841 1 10840 2 10841 14 10841 15 10840 16 10840 17 10841 17 10841 18 10840 19 10841 19 10840 20 10841 20 10840 21 10840 22 10841 22 10840 24 10841 21 10840 23	Check Date: ? GenGov/offices GenGov/Market Place & Union Pacific GenGov/Market Place & Union Pacific LLD/Pioneer Park LLD/Old Town planters GenGov/Pioneer Park GenGov/Old Town planters GenGov/Old fire hous GenGov/Robinson park GenGov/Old fire house on Pinon GenGov/Taco sand GenGov/Robinson Park GenGov/Senior center GenGov/Taco sandwich & wall GenGov/Senior center GenGov/Robinson parking lot GenGov/Robinson parking lot Depot Depot	Vendor: 1729	Alpha Landscape Maintenance 04/26/2011	45.38 2.12 201.79 6.35 2.12 506.04 11.12 2.12 2.12 109.63 2.12 461.02 2.12 25.68 95.95 1.04 22.85 4.23 116.44

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
10841 2	Strts/Mill st island		04/26/2011	6.35
10841 3	Strts/Capitol Hills		04/26/2011	4.23
10840 3	Strts/Mill st islands		04/26/2011	392.38
10840 4	Strts/Capitol Hills		04/26/2011	246.63
10841 9	Strts/South Curry		04/26/2011	4.23
10840 10	Strts/South Curry		04/26/2011	207.93
10841 12	LLD/Dennison		04/26/2011	6.35
10840 13	Strts/trees		04/26/2011	113.10
10840 14	Strts/Dennison trees		04/26/2011	658.10
10841 10	LLD/Heritage Oaks		04/26/2011	21.15
10840 11	LLD/Heritage Oak		04/26/2011	787.98
10841 13	LLD/Clear View		04/26/2011	2.12
10840 15	LLD/Clear View		04/26/2011	294.12
10841 4	LLD/Manzanita Park		04/26/2011	6.35
10840 5	LLD/Manzanita Park		04/26/2011	693.93
10841 5	LLD/KB trct Highland imd		04/26/2011	2.12
10840 6	LLD/KB trct Highland		04/26/2011	468.03
10841 6	LLD/Alta Trct/Warrior Park		04/26/2011	48.65
10841 7	LLD/Alta Parkway lawns		04/26/2011	4.23
10840 7	LLD/Alta trct/Warrior Park		04/26/2011	4,082.07
10840 8	LLD/Alta Parkway lawns		04/26/2011	160.38
10841 8	LLD/Alta planters/Highline & trct p		04/26/2011	21.15
10840 9	LLD/all planters-Highline & trct per		04/26/2011	1,433.48
10841 11	LLD/KB Dennison		04/26/2011	59.23
10840 12	LLD/KB trct/Dennison		04/26/2011	3,293.96
10841 16	LLD/Mill street cottages		04/26/2011	1.04
10840 18	LLD/Mill street cottages		04/26/2011	22.49
Check Total:				14,662.02
Check No: 0	Check Date: ?	Vendor: 1801	HD Supply Waterworks, LTD	
2825810	Wtr/conc box/ext/cover		04/19/2011	351.28
2827668	Wtr/air valve ari		04/25/2011	414.91
2826634	Wtr/4 cad hex bolt&nut kit/gskt		04/19/2011	23.77
2822445	Wtr/pvc pipe		04/15/2011	281.88
Check Total:				1,071.84
Check No: 0	Check Date: ?	Vendor: 1822	Ed Grimes	
053011	Council/meals allowance		05/03/2011	55.79
0530112	Council/mileage reimbursement		05/03/2011	326.40
Check Total:				382.19
Check No: 0	Check Date: ?	Vendor: 1843	Bank of New York Trust Company	
041911 1	RDA/05 spl fd		04/19/2011	155,721.00
050511 1	RDA/07 int acct.		05/05/2011	177,548.00
041911 2	RDA/05 spl fd		04/19/2011	38,930.25
050511 2	RDA/07 int acct.		05/05/2011	44,387.00
Check Total:				416,586.25
Check No: 0	Check Date: ?	Vendor: 1849	Government Finance Officers As	
042611	Finance/GASB subscription plan		04/26/2011	215.00
Check Total:				215.00
Check No: 0	Check Date: ?	Vendor: 1947	Tehachapi Lawn and Garden	
04122011	Cnstrctn/echo 2 cycle oil		04/12/2011	15.14
Check Total:				15.14
Check No: 0	Check Date: ?	Vendor: 2064	Stanley Security Solution, Inc	
LA-661935 2	PblcWrks/core keyed/control		03/30/2011	108.72
LA-661935 1	Wtr/core keyed/control		03/30/2011	108.72

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				217.44
Check No: 0	Check Date: ?	Vendor: 2111	Swift Napa Auto Parts	
700139	PblcWrks/6pc disconnect tl set		04/20/2011	9.62
699959	PblcWrks/oil		04/19/2011	60.92
700542	PblcWrks/fuel pump		04/25/2011	181.31
700206	PblcWrks/fuel pump/fuel fltrs/clip		04/21/2011	197.52
699866	Swr/alternator/core dpst/gauge mech		04/18/2011	225.14
699912	Swr/serpentinve belt		04/19/2011	51.95
699872	Swr/core dpst/wtr pump/anti freeze		04/18/2011	98.32
700034	Swr/door handle		04/19/2011	27.05
695941	Arprt/atc fuse kit/prim wire/connect		03/10/2011	62.72
Check Total:				914.55
Check No: 0	Check Date: ?	Vendor: 2147	Coffee Break Service, Inc.	
169624	GenGov/coffee/supplies		04/08/2011	51.69
APR3037	GenGov/rental water cooler		04/11/2011	26.95
Check Total:				78.64
Check No: 0	Check Date: ?	Vendor: 2151	Melo's Gas & Gear	
363213	Cnstrctn/oxygen compressed		04/14/2011	16.59
Check Total:				16.59
Check No: 0	Check Date: ?	Vendor: 2200	Argo Chemical	
1104143	Wtr/chlor sol		04/19/2011	318.59
Check Total:				318.59
Check No: 0	Check Date: ?	Vendor: 2228	Traffic Control Service, Inc.	
1020560	PD/police parking only signs		04/14/2011	170.88
1018635	Strts/4-way sign		03/31/2011	144.90
1018043	Strts/stop signs		03/28/2011	1,901.98
Check Total:				2,217.76
Check No: 0	Check Date: ?	Vendor: 2605	Kiwanis Club of Tehachapi	
041911	Wtr/hydrant meter deposit refund		04/19/2011	1,000.00
Check Total:				1,000.00
Check No: 0	Check Date: ?	Vendor: 2611	Municipal Maintenance Equipmen	
0066755	Swr/hose reel brk pads		04/19/2011	76.21
Check Total:				76.21
Check No: 0	Check Date: ?	Vendor: 2636	HDWBC	
17636	IT/monthly consulting fee		05/01/2011	2,000.00
Check Total:				2,000.00
Check No: 0	Check Date: ?	Vendor: 2707	MailFinance	
H2460608	GenGov/lease/May 28 to Jun 27 2011		04/27/2011	127.95
Check Total:				127.95
Check No: 0	Check Date: ?	Vendor: 2892	Mountain Maintenance Group, In	
4104 1	GenGov/cleaning/115 S Robinson		05/04/2011	240.00
4104 2	PD/cleaning/129 E F st		05/04/2011	300.00
4106	Depot/cleaning/101 W Teh blv		05/04/2011	250.00
4105	Arprt/cleaning/314 N Hayes		05/04/2011	50.00
Check Total:				840.00
Check No: 0	Check Date: ?	Vendor: 2902	Sim Sanitation, Inc	
22126	Arprt/standard & handicap unit rent		04/22/2011	114.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				114.00
Check No: 0	Check Date: ?	Vendor: 3066	AECOM Technical Services, Inc.	
9537108437C	GenGov/TVHD Board & construction mee		04/14/2011	1,304.50
9537108427C	PblcWrks/trct 6216 legal		04/14/2011	3,127.50
9537108166C	CommDev/Vineyard Church		04/14/2011	1,020.00
9537108166B	CommDev/Walmart		04/14/2011	1,020.00
9537108166A	CommDev/Teh Hospital		04/14/2011	901.00
9537108427A	CommDev/Village @ Teh		04/14/2011	647.50
9537108411	CommDev/Village resubmittal		04/14/2011	2,517.82
9537108397A	CommDev/Village @ Teh		04/14/2011	955.48
9537108427B	CommDev/SCE expansion		04/14/2011	1,202.50
9537108397B	CommDev/SCE expansion		04/14/2011	34.68
Check Total:				12,730.98
Check No: 0	Check Date: ?	Vendor: 3104	Hilltop Publishers	
23450	GenGov/ad		04/30/2011	150.00
Check Total:				150.00
Check No: 0	Check Date: ?	Vendor: 3270	EcoTierra Consulting	
005	CommDev/consulting/Walmart final EIR		04/13/2011	8,893.87
Check Total:				8,893.87
Check No: 0	Check Date: ?	Vendor: 3294	Lewis Barricade	
1301017	Strts/4 stop/slow paddles		04/26/2011	69.07
Check Total:				69.07
Check No: 0	Check Date: ?	Vendor: 3352	Air BP Aviation Services	
FC726567	Arprt/finance charges		03/31/2011	34.58
Check Total:				34.58
Check No: 0	Check Date: ?	Vendor: 3368	Downs Equipment Rental, Inc.	
451820	Wtr/transport 320 L II excavator to		04/22/2011	1,475.00
Check Total:				1,475.00
Check No: 0	Check Date: ?	Vendor: 3370	Information Technology Service	
1581 1	PD/CJIS access-license fee April 201		04/01/2011	70.00
1581 2	PD/CJIS access-license fee May 2010		04/01/2011	70.00
1581 3	PD/CJIS access-license fee June 2010		04/01/2011	70.00
1582 1	PD/CJIS access-license fee July 2010		04/01/2011	70.00
1582 2	PD/CJIS access-license fee August 20		04/01/2011	70.00
1582 3	PD/CJIS access-license fee Sept. 201		04/01/2011	70.00
1583 1	PD/CJIS access-license fee Oct. 2010		04/01/2011	70.00
1583 2	PD/CJIS access-license fee Nov. 2010		04/01/2011	70.00
1583 3	PD/CJIS access-license fee Dec. 2010		04/01/2011	70.00
1584 1	PD/CJIS access-license fee Jan. 2011		04/01/2011	70.00
1584 2	PD/CJIS access-license fee Feb. 2011		04/01/2011	70.00
1584 3	PD/CJIS access-license fee March 201		04/01/2011	70.00
Check Total:				840.00
Check No: 0	Check Date: ?	Vendor: 3371	Tehachapi Pops Orchestra Inc.	
050111	Special Event Insurance/deposit refu		05/01/2011	200.00
Check Total:				200.00
Check No: 0	Check Date: ?	Vendor: 3372	1-800- Conference	
1200740251	GenGov/tele conference time		04/26/2011	113.87
Check Total:				113.87
Report Total:				488,926.45

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33602 2286272	Check Date: 04/28/2011 PD/subscriber access line	Vendor: 2963	AT&T 04/13/2011	177.77
			Check Total:	177.77
Check No: 33603 041511	Check Date: 04/28/2011 GenGov/heating & ac/108 Pinon	Vendor: 0395	The Gas Company 04/15/2011	77.38
			Check Total:	77.38
Check No: 33604 042511	Check Date: 04/28/2011 PD/meals allowance/Firearms Instruct	Vendor: 2972	Matthew D. Goe 04/25/2011	590.00
			Check Total:	590.00
Check No: 33605 042511	Check Date: 04/28/2011 PD/lodging/M. Goe/training	Vendor: 3366	Holiday Inn Rancho Cordova 04/25/2011	1,146.20
			Check Total:	1,146.20
Check No: 33606 0420111	Check Date: 04/28/2011 GenGov/115 S Robinson	Vendor: 0372	Southern California Edison 04/20/2011	633.03
0420113	GenGov/303 E D st		04/20/2011	29.46
0420114	GenGov/108 Pinon		04/20/2011	39.63
0422118	GenGov/311 E D st		04/22/2011	84.00
0420119	PblcWrks/800 Enterprise		04/20/2011	85.04
04201110	PblcWrks/800 Enterprise shop		04/20/2011	30.54
0420112	PD/129 E F st		04/20/2011	695.57
04221112	Parks/114 S Green		04/22/2011	121.53
0420116	Wtr/100 CommWay		04/20/2011	132.54
0420117	Wtr/101 CommWay		04/20/2011	127.94
04201111	Swr/800 Enterprise		04/20/2011	360.52
0420115	Arprt/314 N Hayes st #B		04/20/2011	219.39
04201115	Arprt/314 N Hayes st		04/20/2011	45.18
04201116	Arprt/9999 1/2 Hayes		04/20/2011	70.85
04201117	Arprt/316 S Mojave st		04/20/2011	41.24
04201118	Arprt/Teh Airport 4		04/20/2011	15.33
04221114	LLD/318 E E st		04/22/2011	78.43
04231113	LLD/329 1/2 D st		04/23/2011	83.55
			Check Total:	2,893.77
Check No: 33607 042511	Check Date: 04/28/2011 Sales tax 4th Quarter 2010	Vendor: 0711	State Board of Equalization 04/25/2011	111.92
			Check Total:	111.92
Check No: 33608 04032011	Check Date: 04/28/2011 Recycling Contract	Vendor: 0433	Tehachapi Recycling, Inc. 04/03/2011	13,329.94
			Check Total:	13,329.94
Check No: 33609 04012011	Check Date: 04/28/2011 Kern County Gate fees	Vendor: 0434	Tehachapi Sanitation 04/26/2011	12,332.50
04222011	Refuse Contract		04/26/2011	62,697.96
			Check Total:	75,030.46
Check No: 33610 0964183701	Check Date: 04/28/2011 PD/mobile broadband	Vendor: 3011	Verizon Wireless 04/26/2011	307.69
			Check Total:	307.69
			Report Total:	93,665.13

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33678	Check Date: 05/03/2011	Vendor: 0661	David A. James	
050211	CommDev/meals allowance/CALED confer		05/02/2011	68.54
			Check Total:	68.54
Check No: 33679	Check Date: 05/03/2011	Vendor: 3367	Marriott - Visalia	
040511	PD/lodging/A. Wood		04/05/2011	305.80
			Check Total:	305.80
Check No: 33680	Check Date: 05/03/2011	Vendor: 0372	Southern California Edison	
0426111	GenGov/1125 Capital Hills		04/26/2011	23.30
0426112	GenGov/111 W I st		04/26/2011	48.53
0426113	GenGov/109 E Teh blv		04/26/2011	69.83
0428112	Strts/Teh blv W/O Green		04/28/2011	14.94
0428113	Strts/103 Teh blv		04/28/2011	93.07
0428113	Strts/101 E Teh blv #B		04/28/2011	177.75
0428114	Strts/110 S Mill st		04/28/2011	163.24
0428114	Strts/Curry/D st		04/28/2011	14.94
0426115	Strts/209 1/2 E Teh blv		04/26/2011	23.30
0426119	Strts/333 1/2 E Teh blv		04/26/2011	194.44
0427117	Trffc Signal/801 Mnt View		04/27/2011	51.65
0428116	Wtr/358 E D st		04/28/2011	747.54
0427110	Swr/800 Enterprise WWTP		04/27/2011	4,314.97
0427111	Swr/880 Enterprise		04/27/2011	1,077.94
0426114	Arprt/West end Teh arprt		04/26/2011	22.57
0426115	Arprt/409 Bryan ct		04/26/2011	445.81
0426116	Arprt/314 N Hayes st PAPI		04/26/2011	43.56
0426117	Arprt/314 N Hayes st #G3		04/26/2011	34.22
0426118	Arprt/314 N Hayes st		04/26/2011	121.49
			Check Total:	7,683.09
Check No: 33681	Check Date: 05/03/2011	Vendor: 3284	Alexia Wood	
040511 1	PD/meals allowance/PublicRecords tra		04/05/2011	125.00
040511 2	PD/mileage/PublicRecords trainin		04/05/2011	111.43
			Check Total:	236.43
			Report Total:	8,293.86

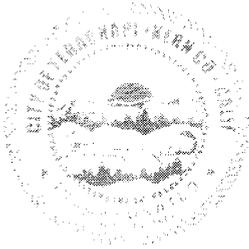
<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33682 052111	Check Date: 05/05/2011 GenGov/internet services	Vendor: 3274	Bright House Networks 05/21/2011	144.52
			Check Total:	144.52
Check No: 33683 00144302	Check Date: 05/05/2011 GenGov/get well plant/T.Farmer	Vendor: 2893	Cardmember Service 04/18/2011	57.35
			Check Total:	57.35
Check No: 33684 75170	Check Date: 05/05/2011 Strts/crack sealant/20 pallets	Vendor: 3369	Key Seal Products, Inc. 03/16/2011	31,663.13
			Check Total:	31,663.13
Check No: 33685 04132011 1	Check Date: 05/05/2011 GenGov/employee photofinishing	Vendor: 2940 Acct. No. 9510 C. Kirk	U.S. Bank Corporate Payment Sy 04/13/2011	5.16
67458608	GenGov/lodging	Acct. No. 3333 G. Garrett	03/29/2011	360.12
041411 1	GenGov/pp plts/crcrks/npkns	Acct. No. 9510 C. Kirk	04/14/2011	182.33
189341	GenGov/notary service	Acct. No. 3333 G. Garrett	04/13/2011	10.00
032811 2	GenGov/Jiffy lube	Acct. No. 3333 G. Garrett	03/28/2011	45.20
035604	GenGov/deluxe car wash	Acct. No. 9510 C. Kirk	04/04/2011	8.00
032511 1	GenGov/Verizon wireless	Acct. No. 3333 G. Garrett	03/25/2011	81.18
44426	GenGov/fuel	Acct. No. 3333 G. Garrett	03/23/2011	74.27
000015	GenGov/fuel	Acct. No. 3333 G. Garrett	03/29/2011	59.57
049875	GenGov/fuel	Acct. No. 3333 G. Garrett	03/29/2011	47.62
381210	GenGov/fuel	Acct. No. 3333 G. Garrett	03/31/2011	41.87
0859206	GenGov/fuel	Acct. No. 3333 G. Garrett	04/04/2011	79.60
0860717	GenGov/fuel	Acct. No. 3333 G. Garrett	04/12/2011	92.85
093177	GenGov/fuel	Acct. No. 3333 G. Garrett	04/19/2011	69.92
007171	GenGov/fuel	Acct. No. 9510 C. Kirk	03/23/2011	63.65
067454	GenGov/fuel	Acct. No. 9510 C. Kirk	03/24/2011	49.39
0862526	GenGov/fuel	Acct. No. 9510 C. Kirk	04/21/2011	51.64
023578	GenGov/notary/wtr rights transfer	Acct. No. 3275 E. Grimes	03/23/2011	10.00
2003055197380	GenGov/Dell 380 dsktps	Acct. No. 9510 C. Kirk	04/04/2011	1,193.23
2667723	Finance/registration/Equity revisite	Acct. No. 3341 H. Chung	04/19/2011	85.00
651583853	Finance/Dell laptop	Acct. No. 3341 H. Chung	04/14/2011	864.26
042011	PblcWrks/Annual renewal-Norton	Acct. No. 3358 D. Wahlstrom	04/20/2011	79.99
124	PblcWrks/new tire for truck V-3	Acct. No. 3358 D. Wahlstrom	03/22/2011	568.00
2003055558268	Lndscp/Dell 380 dsktp	Acct. No. 9510 C. Kirk	05/02/2011	623.37
106924624	PD/dvd burner	Acct. No. 3374 J. Kermode	04/05/2011	28.62
356853A	PD/xerox phaser crtg ink	Acct. No. 3374 J. Kermode	04/06/2011	424.00
9214976373	PD/blck ink/33 piece tool set	Acct. No. 3374 J. Kermode	04/06/2011	181.85
03272011	PD/meals/fish market	Acct. No. 3374 J. Kermode	03/27/2011	33.05
03262011	PD/meals/brueggers	Acct. No. 3374 J. Kermode	03/26/2011	6.52
03282011 1	PD/lodging/hotel Monaco	Acct. No. 3374 J. Kermode	03/28/2011	21.00
03292011 1	PD/lodging/OTG DCA venture	Acct. No. 3374 J. Kermode	03/29/2011	23.61
12488094	PD/training/A.Henning	Acct. No. 3374 J. Kermode	06/06/2011	179.00
05052011 1	PD/registration/Public Records cours	Acct. No. 3374 J. Kermode	05/05/2011	250.00
03252011 1	PD/air travel American Airlines	Acct. No. 3374 J. Kermode	03/25/2011	25.00
03252011 2	PD/air travel American Airlines	Acct. No. 3374 J. Kermode	03/25/2011	50.00
03282011 2	PD/air travel American Airlines	Acct. No. 3374 J. Kermode	03/28/2011	25.00
03292011 2	PD/Wallypark LAX	Acct. No. 3374 J. Kermode	03/29/2011	67.13
04042011 1	PD/lodging/conference	Acct. No. 3374 J. Kermode	04/04/2011	281.94
1118	Council/lodging/Safety/solid waste m	Acct. No. 3275 E. Grimes	04/06/2011	93.95
096058	Treasurer/fuel/Municipal Mrkt worksh	Acct. No. 3341 H. Chung	04/05/2011	64.95
000018	Centennial Plaza/notice of completio	Acct. No. 3333 G. Garrett	03/23/2011	10.00
005781	Wtr/deluxe wash wrk truck	Acct. No. 9309 J. Curry	03/30/2011	8.00
033111 1	Arprt/mirro suate pan	Acct. No. 2516 T. Glasgow	03/31/2011	19.68
85608	Arprt/lodging	Acct. No. 2516 T. Glasgow	04/11/2011	498.18
5040773	Arprt/husky 55 gll/buckets/3"kit/fld	Acct. No. 2516 T. Glasgow	03/31/2011	177.27
0003514	Arprt/nozzle/wo soft seal kit/filter	Acct. No. 2516 T. Glasgow	04/04/2011	228.40
0003585	Arprt/reel/clamp/valve/fitting	Acct. No. 2516 T. Glasgow	04/15/2011	555.35

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
072237	RDA/meals	Acct. No. 9510 C. Kirk	03/30/2011	40.38
67458604	RDA/lodging	Acct. No. 9510 C. Kirk	03/29/2011	332.07
673516	RDA/carpet padding/tables/chairs/ICS	Acct. No. 9510 C. Kirk	04/22/2011	875.20
			Check Total:	9,246.37
			Report Total:	41,111.37

CITY OF TEHACHAPI

MONTH END BANK STATEMENT BALANCE

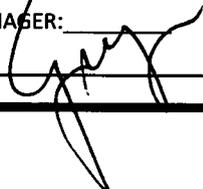
<u>BANK ACCOUNTS</u>	<u>Institution</u>	<u>Acct#</u>	<u>11/30/2010</u>	<u>12/31/2010</u>	<u>1/31/2011</u>	<u>2/28/2011</u>	<u>3/31/2011</u>	<u>4/30/2011</u>
General Checking	Bank of the Sierra	21002-06457	564,610.50	1,529,812.49	238,784.41	670,492.53	249,993.75	341,330.26
Water Deposit Trust	Bank of the Sierra	21002-08503	81,946.75	83,566.75	87,236.75	83,816.75	82,596.75	86,576.75
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,365.43	87,378.53	87,391.64	87,404.75	87,417.86	87,430.97
AD 89-3	Bank of the Sierra	21002-81054	49,757.92	45,071.69	95,390.65	4,837.21	4,683.43	4,683.43
RDA Checking	Bank of the Sierra	21002-18650	22,066.51	22,068.16	22,069.82	22,071.48	22,073.14	22,074.06
Payroll	Bank of the West	709-031215	51,621.61	49,752.41	49,731.41	49,722.41	49,713.41	49,692.41
AFLAC Flex Spending	Bank of the West	709-039747	11,704.84	12,489.14	13,192.45	13,047.40	11,523.37	12,077.88
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	25,430.02	37,626.28	55,200.17	2,894.28	18,301.01	33,657.82
Ashtown Water Escrow	Bank of the West	CD 709-000-855969	106,148.99	106,148.99	106,148.99	106,148.99	106,148.99	106,148.99
COP 2000	Bank of New York	355977/355979	0.00 *	0.00 *	0.00 *	0.00 *	0.00 *	0.00 *
1994/2004 Refunding Bond	Bank of New York	324238/324239	0.00	0.00	0.00	0.00	0.00	0.00
RDA 2005 Bond Reserve	IXIS Funding Corp	G01230-004/001	574,590.00	574,590.00	574,590.00	574,590.00	574,590.00	574,590.00
CFD 90-1	Union Bank	67170669300-308	83.58	83.58	83.58	83.58	83.41	83.41
RDA 2007 Reserve	Bank of New York	870951/52/53/54	1,000,775.40	615,401.65	615,401.65	615,401.65	615,401.65	615,401.65
RDA 2005 Debt Serv Pmt Accts	Bank of New York	870711-16	3,264.28	3,552.21	3,264.28	9,238.90	9,238.90	9,238.90
LAIF	State of California	98-15-914	8,505,256.05	9,755,256.05	11,066,450.92	10,716,450.92	10,686,450.92	11,950,142.35
Total Funds in Banks			11,084,621.88	12,922,797.93	13,014,936.72	12,956,200.85	12,518,216.59	13,893,128.88
INVESTMENTS								
Federal Farm Credit Bank	BNY-Fed. Farm Credit Bank (1)	7621499	0.00	0.00	0.00	0.00	0.00	0.00
Short Term Investments	BNY-Dreyfus Inst'l Res Treas (3A)	870586	0.00	0.00	0.00	0.00	0.00	0.00
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	14,734.47	3,643.17	4,739.18	5,772.28	538,077.46	7,073.04
Various Govt. Securities	Morgan Stanley (2)	117-067378-235	1,010,005.25	1,030,000.00	1,030,000.00	1,030,000.00	500,000.00	1,038,000.00
Various Certificates of Deposit	Morgan Stanley (2)	117-067378-235	1,166,936.35	1,166,936.35	1,166,936.35	1,166,936.35	1,166,936.35	1,166,936.35
Federal Hm Ln Bank/Fannie Mae	BNY-Custodian (3)	870586	1,010,625.00	1,010,625.00	1,010,625.00	1,010,625.00	1,010,625.00	1,010,625.00
* Loaned to Wtr/Swr to pay-off COP2000		76214906	1,365,600.00	1,365,600.00	1,365,600.00	1,365,600.00	1,365,600.00	1,365,600.00
Total Investments			4,567,901.07	4,576,804.52	4,577,900.53	4,578,933.63	4,581,238.81	4,588,234.39
TOTAL PORTFOLIO			15,652,522.95	17,499,602.45	17,592,837.25	17,535,134.48	17,099,455.40	18,481,363.27



COUNCIL REPORTS

AGENDA SECTION: FINANCE

MEETING DATE: MAY 16, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: MAY 16, 2011

SUBJECT: AUDIT SERVICE CONTRACT

On March 1, 2011, Requests for Proposals (RFP) for auditing services were sent out to nine prospective audit firms and we have received four valid responses from the following audit firms: Teaman Ramirez & Smith, Daniells Phillips Vaughan & Bock, Brown Armstrong, and Rogers Anderson Malody & Scott. One RFP was returned due to an incorrect address, another responded that they do not provide governmental financial audit service, while no response was received from the other three audit firms.

After a thorough review of all four proposals by our Finance Department staff and David Powell, Interim City Manager of the City of Arvin, our staff chose Teaman Ramirez & Smith (TRS) audit firm for Councils' consideration to award contract as the next auditor for the City of Tehachapi.

Greg Fankhanel, the audit partner with TRS, not only presented a thorough audit approach in their proposal, but also indicated impressive governmental audit experiences with city governments ranging from small to large public agencies in the State of California. The Finance Department staff has made calls to four agencies to check references on TRS and we have received remarkable feedback on TRS from all. Although, the lowest auditing service bid amount was not necessarily a factor in our decision making, TRS has submitted a proposal with the lowest audit fees based on a three-year average.

This award offers a three-year contract for auditing service, with a possible one-time option to renew for an additional three-year term. The first year audit service will commence with fiscal year end 2010/11. While the City may terminate the auditing service contract at any time with thirty-day written notice, the awarded audit firm is bound for a minimum of one-year audit service.

FISCAL IMPACT

The three-year audit service fees are as listed below:

Fiscal year end 2010/11 audit fee: \$47,050

Fiscal year end 2011/12 audit fee: \$42,050

Fiscal year end 2012/13 audit fee: \$42,050

RECOMMENDATION

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AUDITING SERVICES AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEAMAN, RAMIREZ & SMITH, INC.

AGREEMENT

THIS AGREEMENT (the "Agreement") made this 16th day of May, 2011, by and between the CITY OF TEHACHAPI (the "City"), and TEAMAN, RAMIREZ & SMITH, INC., a California Corporation (the "Consultant"),

WITNESSETH:

WHEREAS, the City wishes to engage Consultant to perform auditing services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") pursuant to the terms and conditions described hereinafter and Consultant is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Consultant to perform the Services and Consultant hereby agrees to perform the Services for City pursuant to the terms and conditions of this Agreement.
3. The term of this Agreement (the "Term") shall commence on the date of this Agreement and terminate on completion of the financial audit for fiscal year 2012-2013 unless earlier terminated as hereinafter provided.
4. Consultant shall perform the Services for each fiscal year during the Term for a fee (the "Fee") as hereinafter described: for fiscal year 2010 – 2011, the Fee shall be \$47,050.00; for fiscal year 2011 – 2012, the Fee shall be \$42,050.00; and for fiscal year 2012 –2013, the Fee shall be \$42,050.00.

(a) The Consultant shall submit invoices (the "Invoices") for the Services no more often than monthly which shall include a description of all Services performed and such additional information as requested by the City Manager. The City Manager or his designated representative shall have the right of reasonable review of the Invoice and the Services described therein and, at the conclusion of the review, shall place the matter on the agenda for the next available City Council meeting for consideration. Upon approval of the Invoice by the City Council, Consultant shall be paid in the regular cycle of payments made by the City for other bills and claims.

5. Consultant shall indemnify, defend and hold harmless the City and its officers, Councilpersons, Commissioners, employees, and agents from any and all claims, liabilities, expenses, and damages arising out of or in any way connected with any act or omission by or on behalf of Consultant. Notwithstanding the foregoing, to the extent that City provides Consultant with information, records, or other documents necessary or convenient for Consultant to complete the Services, Consultant may rely on the accuracy and completeness of same (except as otherwise advised by City in writing) and Consultant shall have no liability for same to the extent that they are incomplete or inaccurate.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement professional and negligent acts, errors and omissions insurance satisfactory to the City Attorney in an amount not less than \$1 million per occurrence.

7. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

8. City may terminate this Agreement at any time by giving Consultant thirty days prior written notice. In such event, Consultant shall be entitled to payment for that portion of the Fee represented by the amount of the Services completed by Consultant to the date of termination as reasonably determined by City in consultation with Consultant.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if faxed or emailed or when deposited in the United States mail, registered or certified, postage prepaid, addressed, faxed or emailed as follows: If to City, City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-2197; Email – hchung@tehachapicityhall.com; or if to Consultant, Greg Fankhanel, 4201 Brockton Avenue, Suite 100, Riverside, California 92501, Fax – (951) 274-7828, Email – gfankhanel@trscpas.com. Any

party may change its address or fax number or email address by giving notice to the other party in the manner herein described.

10. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

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

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

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

16. Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

17. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

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

19. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

20. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement

is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

ED GRIMES, Mayor, City of Tehachapi,
California, "**City**"

TEAMAN, RAMIREZ & SMITH, INC.,
a California Corporation, "**Consultant**"

By: _____
GREG FANKHANEL, Partner

EXHIBIT "A"

[Description of Services]

Audit Approach

The engagement partner is a working partner and will be involved in much of the audit, including fieldwork. The audit staff will perform audit fieldwork under the supervision of the engagement partner.

Our past experience, relating to our approach to the audits, has indicated that the most important service that can be rendered to clients is to be available at all times during the year. This approach allows the clients the opportunity to consult with the auditors about technical problems and alternative approaches to accounting issues that arise during the year.

We take a customized approach to each and every municipal audit. We will apply the recently adopted "Risk Assessment" audit standards to your audits. These standards require an in-depth understanding of the City and its environment, including its internal control, performance of a rigorous assessment of the risks of material misstatement of the financial statements based on that understanding, and further determination of the nature, timing, and extent of audit procedures performed in response to those risks. We utilize general audit programs developed by authoritative and non-authoritative sources, for example, the AICPA, United States General Accounting Office (GAO), State Controller's Office, Practitioner's Publishing Company (PPC) as well as those tailor-made for specific areas of the audit.

Our sampling methods are designed to provide the most coverage possible without expending excess time where impractical. We also concentrate efforts towards those areas known to be susceptible to error. Sample sizes will depend upon our preliminary assessment of control risk and the extent of our planned substantive tests and analytical procedures.

Additionally, we have incorporated SAS (Statement on Auditing Standard) No. 99, Consideration of Fraud in a Financial Statement Audit, into our audit process. As a result, we will specifically: 1) evaluate whether programs and controls address identified fraud risks and whether the controls are suitably designed and placed in operation and; 2) assess the fraud risks, taking into account our evaluation, to determine whether an audit response is required. As part of this assessment we will discuss how fraud could possibly occur and be prevented with various City personnel. Additionally, we will examine adjusting journal entries as part of our assessment. Under SAS 99 we are required to review and assess the City's operations with regard to fraud. Realizing the sensitivity of such a subject, we will conduct our procedures in such a way as to not cause alarm. We will take the time to explain the reasoning of why we are asking such questions and that they are not meant to be accusatory but rather are necessary for us to complete our assignment. This requirement applies to all financial statement auditors but we believe our communicative approach is superior to others.

Shortly after our appointment as auditors, we will schedule a preaudit planning meeting during which we will discuss any special concerns, needs and the timing of the audit with appropriate members of the City's staff. We will also schedule audit progress meetings and an exit conference with the appropriate

City staff and Finance Committee (if applicable) during our engagement to discuss any findings and issues we encountered during the audit. All of our recommendations will be discussed with appropriate personnel in a timely manner. Drafts of all financial reports and management letters will be submitted prior to the issuance of final reports.

We are aware of the amount of additional work and inconvenience the annual audit brings to the City's staff. However, we feel our service approach, and the experience level of the Partner and staff assigned to your audit, will eliminate many of the common problems experienced during an audit, such as:

management letter recommendations made without a thorough understanding of the feasibility of the recommendation:

"year-end surprises:"

new and inexperienced audit staff each year, without adequate supervision.

The fieldwork will normally be coordinated with City staff and begin as soon as the City's books and records are in auditable form. This normally takes place in two stages. Each year we will update our knowledge of your major internal accounting control systems and test such systems (risk assessment). We will also perform various analytical procedures. At the same time, City staff will be interviewed in order to assist in resolving any shortcomings before performing the field work portion of the audit. This generally is completed prior to year-end and often leads to worthwhile suggestions for improving internal controls as well as the efficiency and effectiveness of accounting operations and procedures. All of our recommendations will be discussed with appropriate City personnel in a timely manner, and if appropriate, in a formal written management letter at the conclusion of the audit. In addition, we will complete as much of the single audit compliance, if applicable, as possible in this stage of the audit. We will review the minutes of the City Council meetings during both stages of the audit.

We use models based on statistical sampling theories to help determine sample sizes using nonstatistical sampling methods as necessary for our substantive tests of balances and transactions, tests of controls and tests of compliance. The objective of tests of compliance is to determine whether an organization has complied with laws and regulations that may have a material effect on each major program. Therefore, we select samples that will provide sufficient evidence for that purpose. After defining the population, we determine sample sizes and select samples from each major program. Factors that may affect the sample sizes include the following:

- a) The amount of expenditures for the program and the individual awards;
- b) The newness of the program or changes in its conditions;
- c) Prior experience with the program, particularly as revealed in audits and other evaluations;

- d) The extent to which the program is carried out through subrecipients;
- e) The level to which the program is already subject to program reviews or other forms of independent oversight;
- f) The adequacy of controls for ensuring compliance;
- g) The expectation of adherence or lack of adherence to the applicable laws and regulations; and
- h) The potential impact of adverse findings.

The audit team will have laptop computers onsite during the audit fieldwork utilizing state-of-the-art software. We utilize programs such as Microsoft Excel to assist in our audit procedures and provide for greater efficiency and effectiveness. All audit staff have significant experience working with many various accounting systems in our government audits.

Analytical procedures will be performed in the planning stage of the audit to identify potential problem areas and in the final review stages to identify any possible misclassification. These procedures will include comparing account balances to the prior year and to the current period's budget, and consideration of expected relationships among the accounts and periods. Analytical procedures will also be used in the overall review stages and to assist in our substantive testing as appropriate.

Our audit approach recognizes the importance of laws and regulations in planning the audit of a local governmental entity. As a part of the audit, our firm obtains an understanding of those laws and regulations that have a direct and material effect on the determination of financial statement amounts. We then design the audit to provide reasonable assurance of detecting material instances of noncompliance. We obtain our understanding of applicable laws and regulations by becoming familiar with the following:

- The terms and provisions of grant agreements and contracts.
- State and federal restrictions affecting funding received by the City; i.e., gas tax law, etc.
- The Municipal Code of the City of Tehachapi.
- State laws regarding authorized investments, spending limits, debt limits, etc.
- City policies regarding investments, purchasing, budgets, and the establishment of funds.
- Bond covenants of outstanding issues.
- Personnel Policies adopted by the City.
- Other laws and regulations as appropriate in the circumstances.

Our review of the internal control will be by questionnaire and procedural write-up of your accounting system. Each of the approaches requires inquiry and observation of City personnel. We will also utilize the City's budget, organizational charts, policies and procedures, and other applicable documents. Comments and recommendations relating to the accounting system will be discussed with appropriate City personnel and where appropriate they may be included in our reports. Our recommendations will be directed at safeguarding City assets, improving the effectiveness of City procedures, and improving the reporting of financial information, as applicable.

The second stage of the audit is primarily concerned with auditing the final numbers and disclosures that will appear in the City's financial statements and will begin as soon as the City's books and records are ready for audit. Drafts of all financial reports and management letters will be submitted prior to the issuance of final reports. We have a proven track record of delivering reports on time. Each year we will initiate an exit conference to discuss any suggestions, which either of us may have for improving the conduct of the annual audit process, management letters, or any other matters of interest. Throughout the year we are always available for meetings or discussions in order to meet your needs. Findings and reports shall be kept confidential and reported only to the City.

In the event that any irregularity in records indicates the City may have suffered or will suffer a monetary loss, we will report such loss to the appropriate City personnel immediately upon discovery in the form of a written report.

Responses to City notifications will be prompt and all reports will be remitted in a timely manner to meet your needs. We make it a practice to be proactive in providing guidance and assistance to our audit clients throughout each fiscal year to ensure proper and timely implementation of new and significant accounting pronouncements, and also with laws and regulations.

Identification of Anticipated Potential Audit Problems

The first year of any audit usually involves more work, to some extent, for both parties. From the auditors' perspective, we have to obtain many documents that we will not have to obtain in future years, and also take additional time in the first year to become familiar with the City's operations and internal controls. This can also cause additional work for City staff. However, because our audit approach involves significant Partner and Manager level involvement throughout the audit process, the additional work should be kept to a minimum. In addition, the high level of supervision throughout the audit process, including fieldwork, provides for greater efficiency and effectiveness for both parties.

Should any other problems arise, we will bring them immediately to the attention of appropriate City personnel and take steps to resolve them.

Proposed Timeline

The following is the proposed segmentation of the engagement, including the level of staff involved and the estimated hours for each segment:

<u>Description</u>	<u>Level of Staff</u>	<u>Estimated Date</u>	<u>Estimated Hours</u>
Preaudit planning with City staff. Detail audit plan provided.	Partner, Manager	May	2
Entrance conferences and auditors perform interim audit procedures, including Single Audit procedures.	Partner, Manager, Senior, Other	May/June	140
Progress conference (interim work complete).	Partner, Manager	May/June	1
Auditors mail all necessary audit confirmations.	Manager, others	July/August	4
City Staff provides trial balances and supporting schedules for audit. Auditors commence final examination procedures.	Partner, Manager, Senior, Other	October	160
Exit conference where auditors propose AJE's and discuss internal control and compliance findings from the audit, as applicable.	Partner, Manager	October	1
Auditors prepare draft City and RDA financial statements, including single audit and management letter.	Partner, Manager, Senior	October/November	85
City staff reviews draft financial statements provided by auditors, prepare MD&A and statistical sections of CAFR.	Applicable City Staff	December 1, 20XX	40
All reports are finalized, bound and delivered as applicable.	Partner, Manager	December 12, 20XX	10

Scope of Services

The scope of the audits will be to perform the audits in accordance with generally accepted auditing standards; the A.I.C.P.A. industry audit guide, Audits of State and Local Governmental Units, as amended; the Government Finance Officers Publication, Governmental Accounting, Auditing and Financial Reporting, as amended; the standards for financial audits contained in the U.S. General Accounting Office publication Government Auditing Standards, the Single Audit Act, as amended, and the Office of Management and Budget Circular A-133, as applicable to the issuance of the reports listed in the RFP.

The audit will include Appropriations Limit Annual Review Compliance Letters in order to assist the City meeting the requirements of Section 1.5 Article XIII B of the California Constitution. We will also provide technical assistance to help ensure the City meets the requirements of the GFOA CAFR award program.

EXHIBIT "B"

NOT TO EXCEED PRICE FOR PROPOSED SERVICES SCHEDULE

In accordance with the Request for Audit Services issued by City of Tehachapi, the firm referenced below hereby submits the following cost proposal:

	Year Ended June 30 th		
	2011	2012	2013
Basic Reports to be Issued			
City Audit, including CAFR and Memo of Internal Controls	\$ 41,000*	\$ 36,000	\$ 36,000
Single Audit Act Report	3,500	3,500	3,500
Annual Report of City Financial Transactions to State Controller	1,800	1,800	1,800
Gann Limit	750	750	750
Total	\$ 47,050	\$ 42,050	\$ 42,050

*Includes an additional \$5,000 fee for first year preparation of the Statistical Section of the CAFR.

In addition, please include below an hourly fee quotation and hours proposed for all positions to be assigned to the audit:

	Hours	Hourly Rate
Partners	80	\$ 190
Managers	120	135
Supervisory Staff	120	120
Professional Staff	85	95
Clerical / Support Staff	N/A	N/A
Other		

I hereby certify that under the undersigned is authorized to represent the firm stated above, and empowered to submit this bid, and if selected authorized to sign a contract with the City, for the services identified in the Request for Proposal.

Firm Name: Teaman, Ramirez & Smith, Inc.

Signature: *Greg Fankhanel*

Printed Name: Greg Fankhanel

Title: Partner

Date: 3/24/11



COUNCIL REPORTS

AGENDA SECTION: COMMUNITY DEVELOPMENT

MEETING DATE: May 16, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: May 11, 2011

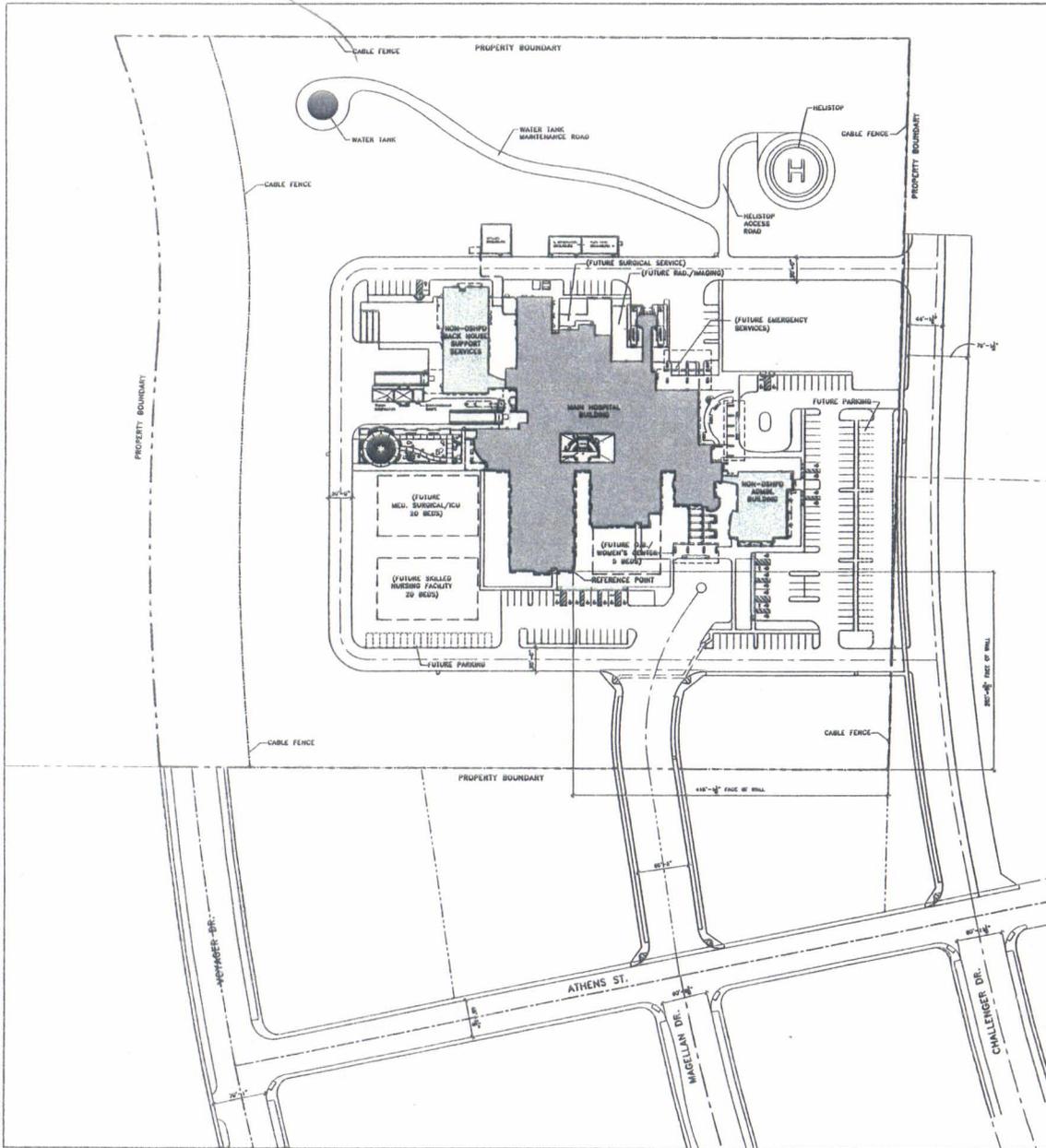
SUBJECT: A RESOLUTION AUTHORIZING THE TEHACHAPI VALLEY HEALTHCARE DISTRICT TO BUILD AND OPERATE A HELIPAD AT THE PROPOSED TEHACHAPI HOSPITAL CAMPUS AT 2000 MAGELLAN DRIVE

BACKGROUND:

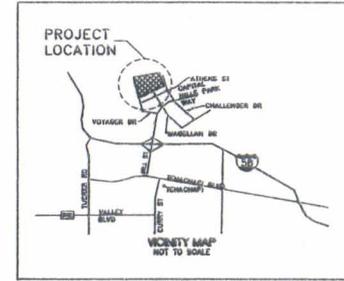
As the City Council will recall the Tehachapi Valley Healthcare District (District) Hospital facility proposed in the Capital Hills Specific Plan area includes a helipad for the function of transporting patients to and from the hospital for emergency purposes. In this regard, the helipad facility is not intended to provide an alternative form of transportation to access the hospital facility but only transport patients to and from the hospital for emergency purposes. Please see Attachment A-1 (Site Plan) for details along with an exhibit illustrating some operational details Attachment A-2. Staff had prepared a correspondence dated October 2, 2007 and contained herein at Attachment B memorializing the City's position that the establishment of a helipad represented a compatible land use from an Airport Compatibility perspective. Additionally Caltrans Aeronautics Division has reviewed the helipad location and has given the District its conditional plan approval. Please see Attachment C for details. However Caltrans Aeronautics Division requires a resolution from the City of Tehachapi confirming our approval in concept of the helipad and our findings of Airport Compatibility. Please see Attachment D for details (Resolution No. D-2011).

RECOMMENDATION:

Therefore based upon the above staff recommends adoption of Resolution No. D-2011 Authorizing the Tehachapi Valley Healthcare District to build and operate a helipad at the proposed Tehachapi Hospital campus.



VICINITY MAP:



PROJECT DATA:

GENERAL PLAN:	GENERAL COMMERCIAL
ZONING (PURPOSE):	GENERAL COMMERCIAL (C-3)
PROJECT LOT SIZE:	22.36 ACRE +/-
F.A.R.:	8.28 %
USES PERMITTED:	HOSPITAL / MEDICAL ADMINISTRATION AND BACK OF HOUSE
 HOSPITAL BUILDING	62,071 SF +/- (OSHPD)
 MEDICAL ADMINISTRATION AND BACK OF HOUSE BUILDINGS	15,818 SF +/- (NON-OSHPD)
 FUTURE HOSPITAL EXPANSION (SEE SITE PLAN FOR NUMBER OF BEDS)	

PARKING SUMMARY:

PARKING REQUIRED:	
HOSPITAL BUILDING (OSHPD) 25 PATIENT BEDS (1 PARKING STALL / 2 PATIENT BEDS):	13 STALLS
MEDICAL ADMINISTRATION AND BACK OF HOUSE BUILDINGS (NON-OSHPD) 15,818 SF +/- (1 PARKING STALL / 250 SF):	64 STALLS
TOTAL PARKING REQUIRED:	77 STALLS
TOTAL HANDICAP PARKING REQUIRED: (OF 77 PARKING STALL TOTAL)	4 STALLS
PARKING PROVIDED:	
STANDARD PARKING PROVIDED:	114 STALLS
HANDICAP PARKING PROVIDED:	16 STALLS
VAN PARKING PROVIDED:	6 STALLS
TOTAL PARKING PROVIDED:	136 STALLS
TOTAL ADDITIONAL AMBULANCE PARKING PROVIDED:	4 STALLS
FUTURE PARKING REQUIRED:	
FUTURE ESTIMATED TOTAL BED COUNT: 45 BEDS (1 PARKING STALL / 2 PATIENT BEDS):	23 STALLS
FUTURE PARKING PROVIDED:	
FUTURE ADDITIONAL PARKING STALLS PROVIDED:	48 STALLS
TOTAL FUTURE PARKING REQUIRED (INCLUDING EXISTING):	100 STALLS
TOTAL PARKING PROVIDED INCLUDING FUTURE PARKING:	184 STALLS



SITE PLAN

TEHACHAPI VALLEY HEALTHCARE DISTRICT
2000 MAGELLAN DRIVE, TEHACHAPI, CA 93581

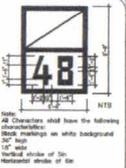
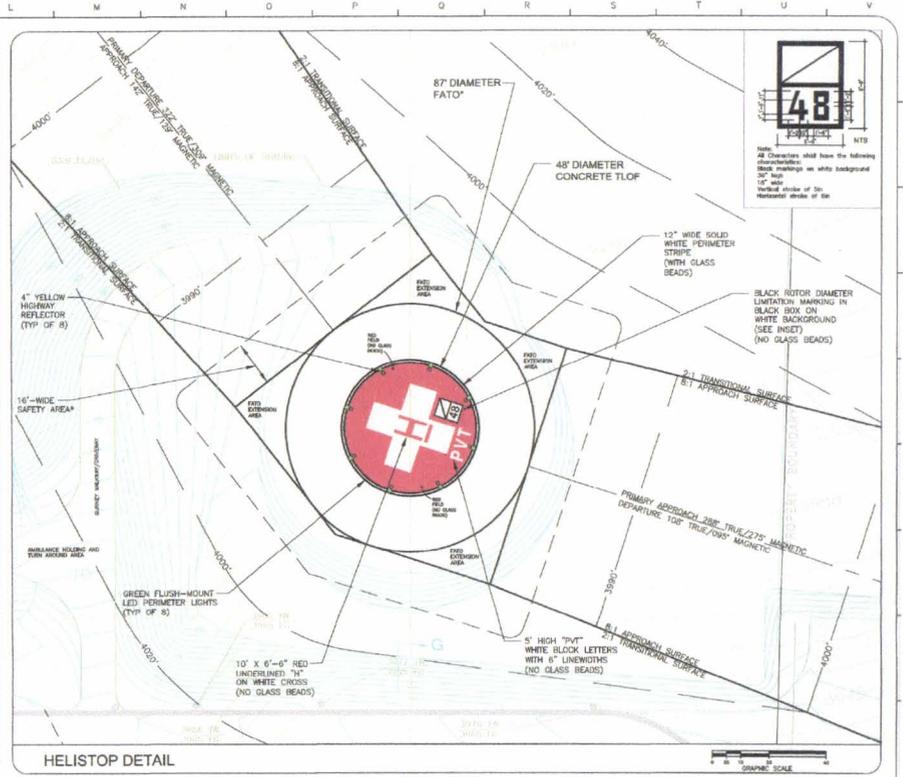
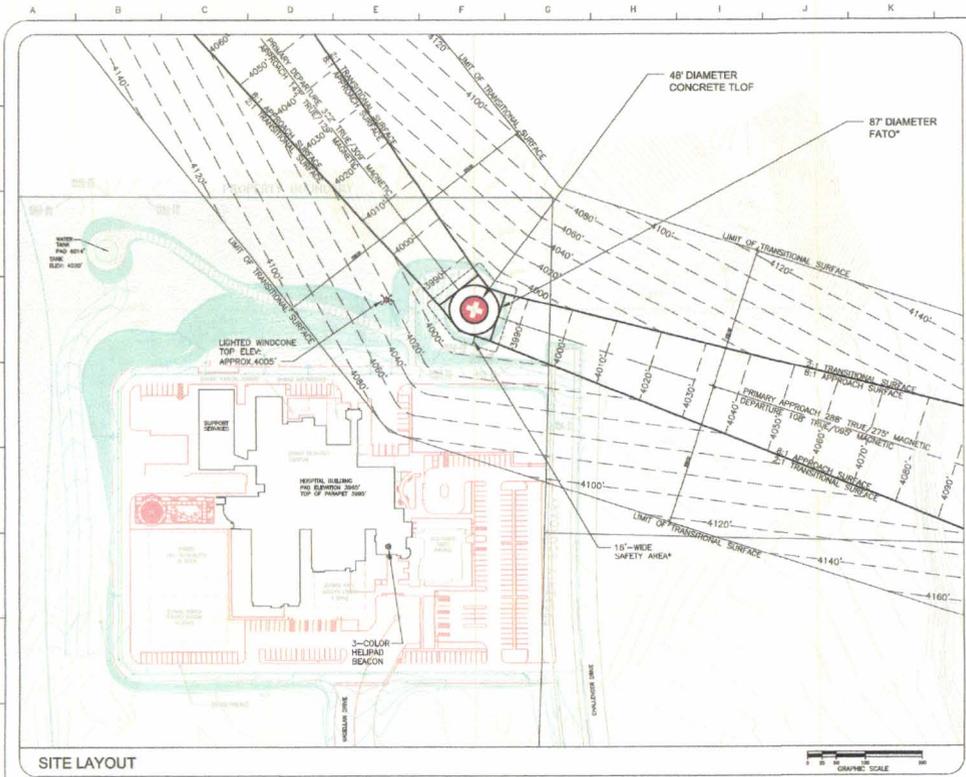
SCALE: 1" = 60'-0"



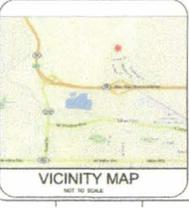
SWA #: 090423

DATE: 08-10-10





Heliport Data Panel		Tehachapi Hospital		Deviation	
Heliport name	Tehachapi Hospital	Model(s)	3883	Allow max sea level (ASL)	3883'
Street Address	2000 Mojave Drive, Tehachapi CA 93581	Model(s)	DELL 212,412,209	Allow ground level (AGL)	0'
Base (public/private)	Private (Public safety use only)	Maximum main rotor diameter	58'		
FAA airspace class number	---	Maximum overall length	52.8'		
FAA airspace determination letter date	---	Maximum gross takeoff weight	N/A		
FAA Heliport Design advisory circular in effect at time of design	AC 130/230-2B	Maximum fuel capacity	N/A		
FAA Heliport Design advisory circular heliport classification	Hospital	FATO (total approach & takeoff area) length & width (or diameter)*	87'		
IFPS Publication #418, Heliports, heliport classification	H-2	TLOF (touchdown & lift-off area) length & width	48'		
State permit	Heliport Site Approval Permit number & date	Safety area width*	16'		
City or county use permit	---	Total unobstructed width (FATO plus safety area on each side)*	119'		
Geographic coordinates (NAD 83) at heliport center	Latitude: 34° 08' 56.2"	Field/center separation, minimum fuel retention capacity	N/A		
Local magnetic declination (by nearest degree)	13 East	TLOF surface material	Concrete		
Approach course alignment (magnetic)	275° & 127°	TLOF surface gradient & direction	1% Southeast		
Departure course alignment (magnetic)	305° & 095°	Centerline-center TLOF separation (where applicable)	---		
		Lighting Activation - Approach Lighting/Perimeter Lights, Windows, 3-Color Beacon/Flat Controlled (123.0 Mhz)	---		
		Lighting Activation - Runway Area Lighting	---		
		*No objects allowed above TLOF except white FATO or Safety Area (except maximum 2' height for perimeter lighting)	---		



Legend	
3-color (green-white-yellow)	Deviations and airspace contours expressed on feet above Mean Sea Level (MSL)
Heliport beacon (FCC Heliports Model HP020202 or Equivalent)	---
Lighted windcone w/red obstruction light and 4 blocklets (FCC Heliports Model HP 0901-LED or equivalent)	---
Green LED perimeter light (FCC Heliports Model HP0C44-1 or equivalent)	---
Yellow Highway Type Adhesive Reflector	---

Tehachapi Valley Healthcare District

CONDITIONAL PLAN APPROVAL FOR STATE AIRPORT HELIPORT PERMIT PURSUING UNDER PRIVATE AIRCRAFT ACT AND CIVIL AIRS ACT AS IN EFFECT ON JULY 1, 2011 (UNLESS OTHERWISE SPECIFIED)

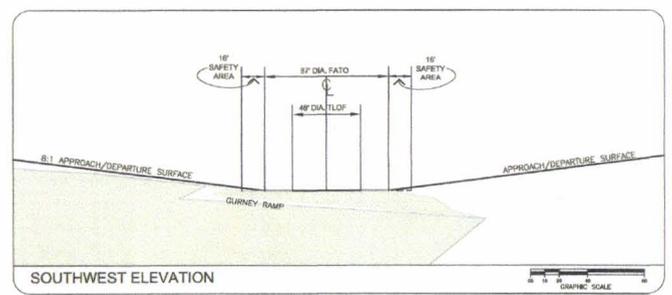
DIVISION OF AERONAUTICS

NAME: TEHACHAPI HOSPITAL

DATE: 3-30-2011

DESIGN COMMITTEE: 3-10-2011

Caltrans Aeronautics Approval Box



THIS SHEET FOR GENERAL REFERENCE AND AGENCY APPROVALS ONLY. NOT FOR CONSTRUCTION.

Drafted: <u>DB</u>	Date: <u>03-12-11</u> Rev 6: _____	Client: <u>SWA Architects</u>	Owner: <u>Tehachapi Valley Healthcare District</u>
Checked: <u>JWW</u>	Rev 1: <u>03-14-11</u> Rev 7: _____	<u>48 East Holly Street</u>	<u>115 West E Street</u>
	Rev 2: _____ Rev 8: _____	<u>Paradise, CA 91103</u>	<u>Tehachapi, CA 93581</u>
	Rev 3: _____ Rev 9: _____	Phone: <u>(626) 793-9905</u>	Project: <u>Tehachapi Replacement Critical Access Hospital</u>
	Rev 4: _____ Rev 10: _____	Proj. No: <u>090423</u>	Exhibit: <u>HP-1 Heliport Layout Plan</u>
	Rev 5: _____ Rev 11: _____		

Heliplanners www.heliplanners.com

Aviation Planning Consultants

3110 Avenida del Reposo
Teresopolis, California 92591-1718 USA
Phone: (951) 693-5090
Fax: (951) 693-5042



RECEIVED
OCT 05 2007

BY:.....

FILE

October 2, 2007

Mr. Robert Bliss, PE
Aspen Street Architects
P.O. Box 370
Angels Camp, CA 95222

RE: Airport Compatibility analysis relative to the proposed Tehachapi Health Care District Hospital and associated helipad to be located just north of the Capital Hills development

Dear Mr. Bliss,

In the way of background, the Kern County Airport Land Use Compatibility Plan was developed by the Kern County Planning Department in cooperation with the Kern Council of Governments (Kern COG) and the aviation consulting firm of Hodges and Shutt and adopted by the Kern County Board of Supervisors on September 23, 1996. The Kern County Airport Land Use Compatibility Plan covered every public airport in the County including the Tehachapi Municipal Airport. Subsequent to the adoption of the Airport Compatibility Plan by the County, each of the individual communities within the County that had a public airport were required to adopt the component of the plan that is relevant to each individual community. To that end, the City of Tehachapi adopted the Airport Land Use Compatibility Plan on June 15, 1998, per Resolution No. 32-98. Prior to the development of the Kern County Airport Compatibility Plan, Kern County relied on a Countywide Airport Commission to evaluate projects relative to their compatibility with an airport in question. The Kern County Airport Commission was disband and the Kern County Airport Compatibility Plan was adopted as an alternative mechanism, leaving each community to deal with the question of airport compatibility on their own, using their best judgment based on the criteria articulated in the compatibility plan.

The Kern County Airport Land Use Compatibility Plan establishes land use compatibility zones and criteria for properties located within and around airports to provide for the orderly development of each public airport in the County and the areas surrounding these airports so as to promote the overall goals and objectives of the California noise standards, and to protect the long-term viability of the airports and the public health safety and welfare through the adoption of measures and criteria that minimizes incompatible land uses.

ED GRIMES
Mayor

LINDA S. VERNON
Council Member

DAVID A. JAMES
Community Development Director

PAT GASSAWAY
City Treasurer

DEBORAH C. HAND
Mayor Pro-Tempore

JASON D. CAUDLE
City Manager

DENNIS WAHLSTROM
Public Works Director

THOMAS F. SCHROETER
City Attorney

STAN BECKHAM
Council Member

GREG GARRETT
Assistant City Manager

JEFF KERMODE
Chief of Police

DEBBIE SPARKS
City Clerk

PHILIP A. SMITH
Council Member

JAY SCHLOSSER, P.E.
City Engineer

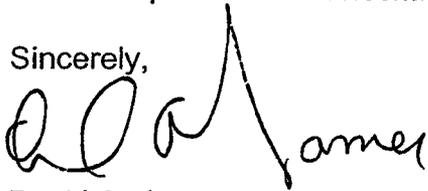
ATTACHMENT B

*Mr. Robert Bliss
Aspen Street Architects
Airport Compatibility
October 2, 2007
Page 2 of 2*

There are essentially four (4) compatibility zones, Compatibility Zone A through Compatibility Zone D. The land use restrictions are the most significant in Compatibility Zone A and become increasingly less restrictive as properties get further removed from the runway protection zone and the approach and departure zones. The site selected to construct the new Tehachapi Valley Heath Care District hospital and associated helipad is located within Compatibility Zone D. It is Staff's understanding that the function of the helipad is to transport patients to and from the hospital for emergency purposes and not necessarily to provide for an alternative form of transportation and access to and from the hospital. In this regard, Staff finds the proposed Tehachapi Valley Heath Care District hospital and associated helipad to be compatible with the Kern County Airport Compatibility Plan and compatibility criteria as it relates to the Tehachapi Municipal Airport.

Thank you for your consideration in this matter. Should you have any questions and/or concerns please do not hesitate to contact me at (661) 822-2200 ext. 119.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. James". The signature is fluid and cursive, with the first name "David" being more prominent and the last name "James" written in a smaller, more connected script.

David A. James
Community Development Director

C.C. Mr. Jason Caudle, City Manager

TRANSMITTAL LETTER

Heliplanners

Aviation Planning Consultants – Heliport Specialists
31110 Avenida Del Reposo, Temecula, California 92592-1718 USA
Phone: (951) 693-5090 Fax: (951) 693-5042 Jeff Wright Cell: (951) 203-8900
Email: jeffwright@heliplanners.com
Web: www.heliplanners.com

**Subject: Tehachapi Hospital Helipad
Caltrans Aeronautics Design Acceptance**

RECEIVED

APR 05 2011

Date : April 4, 2011
From : Jeff Wright
To: SWA Architects Pasadena: Sultan Khan
Via: USPS
Project Code: TVHD-1

SWA ARCHITECTS

Sultan,

Please see, enclosed, "Conditional Plan Approval" by Caltrans Division of Aeronautics for the Tehachapi Hospital helipad. This is conditional on receiving other approvals (FAA, City Council, CEQA, etc.) but represents Division of Aeronautics' acceptance of the helipad design concept. They will issue the "Heliport Site Approval Permit" once we submit the full application package with all the other approvals to them. And, they will issue the "Heliport Permit", authorizing the start-up of flight operations upon their final inspection at the end of construction.

We enclose two stamped, signed Helipad Layout Plans so that you can keep one for your files and pass the other on to the owner.

Please call should you have questions.

Jeff

SWA# 090423
Copy
___ Master File
___ Fax
___ Letter
 Transmittal
___ Memo
___ Gov. Agency
Original
___ Name Sultan
___ Constr. Admin.
___ Marketing
___ Accounting

ATTACHMENT C

RESOLUTION NO. D-2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AUTHORIZING THE TEHACHAPI VALLEY HEALTHCARE DISTRICT TO BUILD AND OPERATE A HELICOPTER LANDING FACILITY TO BE LOCATED ON THE PROPOSED TEHACHAPI HOSPITAL CAMPUS AT 2000 MAGELLAN DRIVE TEHACHAPI CALIFORNIA

WHEREAS, The Tehachapi Valley Healthcare District requests to build and operate a helipad landing facility, hereafter referred to as a helipad, at its proposed Tehachapi Hospital campus at 2000 Magellan Drive in the City of Tehachapi; and

WHEREAS, the proposed helipad will accommodate emergency medical service (EMS) and public service helicopters and will facilitate the care of patients who are airlifted to and from this medical facility, thus improving the quality of medical service to patients; and

WHEREAS, environmental documentation that will address the helipad is being prepared for this facility in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS the Tehachapi Community Development Department has determined that a helipad at the proposed hospital campus would be compatible with the Kern County Airport Land Use Compatibility Plan while exercising its Airport Land Use Compatibility review responsibilities; and

WHEREAS, the proposed helipad does not conflict with surrounding land uses; and

WHEREAS, the proposed helipad was designed in compliance with Federal Aviation Administration helipad design criteria; and

WHEREAS, the helipad's design has been approved by Caltrans Division of Aeronautics, the State permitting agency for such facilities; and

WHEREAS, California Public Utilities Code Section 21661.5 requires that the City Council approve plans for the construction and operation of a helipad located within City boundaries before Caltrans Division of Aeronautics can issue its final approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tehachapi hereby approves the plans of The Tehachapi Valley Healthcare District to construct and operate the Tehachapi Hospital helipad at 2000 Magellan Drive.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 16th of May 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 May 16, 2011.

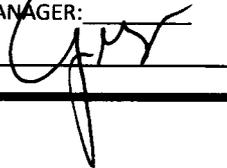
DENISE JONES
City Clerk of the City of Tehachapi, California



COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: MAY 16, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRIS KIRK, CAPITAL PROJECTS MANAGER

DATE: MAY 12, 2011

SUBJECT: HOTDOG FESTIVAL 2011 - TEHACHAPI POPS ORCHESTRA

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and the Tehachapi POPS Orchestra for entertainment at the July 4th Hotdog Festival. The POPS Orchestra will provide a musical performance at Philip Marx Central Park in Tehachapi, CA, from 2:00 pm to 4:00 pm on July 4, 2011. Payment for this entertainment will be in the amount of \$500.00.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POPS ORCHESTRA

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TEHACHAPI POPS, hereinafter "Contractor,"

WITNESSETH:

WHEREAS, City is sponsoring the July 4 Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

WHEREAS, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. Contractor agrees that the Orchestra will perform on July 4, 2011 as follows (the "Entertainment"): at the Philip Marx Park (Central Park) in Tehachapi, California from 2:00 p.m. – 4:00 p.m.

3. Contractor agrees to provide the Entertainment for agreed upon fee of \$500.00 payable upon completion of the Entertainment.

4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from

any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Debby Hand, 206 East F Street, Tehachapi, California 93561, Telephone - (661) 823-9994. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

—

ED GRIMES, Mayor
City of Tehachapi, California

TEHACHAPI POPS

Deborah Hand



COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: MAY 16, 2011

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signatures and initials are present over the form lines.]

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRIS KIRK, CAPITAL PROJECTS MANAGER

DATE: MAY 12, 2011

SUBJECT: HOTDOG FESTIVAL 2011 - THE BEAR MOUNTAIN BOYS

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and The Bear Mountain Boys for entertainment at the July 4th Hotdog Festival. The Bear Mountain Boys will provide a musical performance at Coy Burnett Stadium in Tehachapi, CA, from 5:00 pm to 6:15 pm on July 4, 2011. Payment for this entertainment will be in the amount of \$250.00.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE BEAR MOUNTAIN BOYS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2011, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE BEAR MOUNTAIN BOYS, hereinafter "Contractor,"

WITNESSETH:

WHEREAS, City is sponsoring the July 4th Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

WHEREAS, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees that the Contractor will perform on July 4, 2011 as follows (the "Entertainment"): at the Coy Burnett Field in Tehachapi, California from 5:00 p.m. – 6:30 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$250.00.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Rick Morgan, 22550 Shenandoah Place, Tehachapi, CA 93561 Telephone - 821-0223. Any party may

change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

ED GRIMES, Mayor,
City of Tehachapi, California

THE TIME MACHINE

By: _____

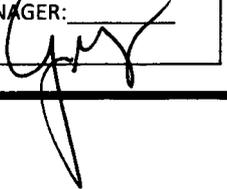
Rick Morgan



COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: MAY 16, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRIS KIRK, CAPITAL PROJECTS MANAGER

DATE: MAY 12, 2011

SUBJECT: HOTDOG FESTIVAL 2011 - TEHACHAPI COMMUNITY ORCHESTRA

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and the Tehachapi Community Orchestra for entertainment at the July 4th Hotdog Festival. The Tehachapi Community Orchestra will provide a musical performance at Coy Burnett Stadium in Tehachapi, CA, from 7:00 pm to 9:00 pm on July 4, 2011. Payment for this entertainment will be in the amount of \$500.00.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI COMMUNITY ORCHESTRA

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TEHACHAPI COMMUNITY ORCHESTRA, hereinafter "Contractor,"

W I T N E S S E T H :

WHEREAS, City is sponsoring the July 4th Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

WHEREAS, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees that the Orchestra will perform on July 4, 2011 as follows (the "Entertainment"): at the Coy Burnett Field (Jacobsen Middle School) in Tehachapi, California from 7:00 p.m. – 9:00 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$500.00.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Sharon Ellsworth, 123 White Oak Dr, Tehachapi, CA 93561. Any party may change any of the foregoing



COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: MAY 16, 2011

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signatures are present over the lines and extend into the margin.]

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRIS KIRK, CAPITAL PROJECTS MANAGER

DATE: MAY 12, 2011

SUBJECT: HOTDOG FESTIVAL 2011 - THE TIME MACHINE

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and the Time Machine band for entertainment at the July 4th Hotdog Festival. The Time Machine will provide a musical performance at Philip Marx Central Park in Tehachapi, CA, from 11:00 am to 1:45 pm on July 4, 2011. Payment for this entertainment will be in the amount of \$500.00.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TIME MACHINE

AGREEMENT

THIS AGREEMENT made this ____ day of____, 2011, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TIME MACHINE, hereinafter "Contractor,"

WITNESSETH:

WHEREAS, City is sponsoring the July 4th Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

WHEREAS, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. Contractor agrees that the Contractor will perform on July 4, 2011 as follows (the "Entertainment"): at the Philip Marx Park (Central Park) in Tehachapi, California from 11:00 a.m. – 1:45 p.m.

3. Contractor agrees to provide the Entertainment for agreed upon fee of \$500.00.

4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Robert Haggard, 10775 Bloemfontein Ct, Tehachapi, CA 93561 Telephone - 661-823-8814. Any party may

change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

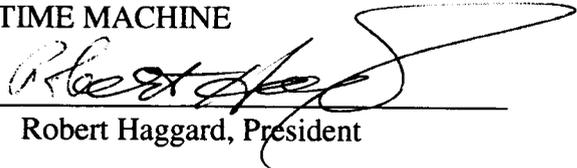
14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

ED GRIMES, Mayor,
City of Tehachapi, California

THE TIME MACHINE

By: 

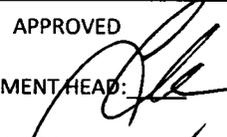
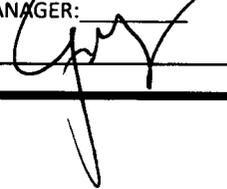
Robert Haggard, President



COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: MAY 16, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRIS KIRK, EXECUTIVE ASSISTANT

DATE: MAY 12, 2011

SUBJECT: PYRO SPECTACULARS AGREEMENT

BACKGROUND

As the Council may recall, Pyro Spectaculars, Inc. has provided the fireworks display for the July 4th Hotdog Festival in previous years. This year, Staff has worked with Pyro Spectaculars again to initiate a fireworks display at 9:00 p.m. at the Airport on July 4, 2011.

FISCAL IMPACT

The cost of the fireworks display is \$20,000.00 which includes the full service production, liability insurance and necessary permits. This is a budgeted expense.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC.

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2011 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and City of Tehachapi, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 4, 2011, at approximately 9:00 p.m., at Tehachapi Municipal Airport, Tehachapi, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of ~~\$20,000.00~~ USD (**TWENTY THOUSAND DOLLARS**) ("Fee") for the Production. CLIENT shall pay to PYRO ~~\$10,000.00~~ USD (**TEN THOUSAND DOLLARS**) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$ 70.00 OR an amount to be determined, for a total of \$10,070.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than May 20, 2011. The balance of the Fee shall be paid no later than July 5, 2011. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Kern County Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include the following: (1) that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Tehachapi; 115 South Robinson Street, Tehachapi, CA 93561.

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through May 20, 2011
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:



PYRO SPECTACULARS, INC.

City of Tehachapi

By: 

By: _____

Its: President

Its: _____

Print Name

SHOW PRODUCER: Christopher Souza

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Tehachapi ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 4, 2011, at approximately 9:00 p.m. at Tehachapi Municipal Airport, Tehachapi, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



COUNCIL REPORTS

AGENDA SECTION: CITY MANAGER

MEETING DATE: MAY 16, 2011

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: MAY 16, 2011

SUBJECT: LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1

BACKGROUND

This action by the City Council initiates the process and declares the City's intention to levy assessments within the Landscaping and Lighting District No. 1. This action also sets the time and place for the public hearing on this issue.

FISCAL IMPACT

The total annual maintenance and administration costs to the District are \$260,184,61. Annual District costs are funded through the assessments placed on the property tax bills.

OPTIONS

There are no alternate options for this item.

RECOMMENDATION

It is recommended that the City Council adopt three resolutions: (A) Initiating procedures for levy and collection of assessments for the Fiscal Year 2011/2012; (B) Preliminary approval of the Engineer's Report, and (C) Declaring the City's intention to levy and collect assessments, which sets the time and place of the public hearing for Monday, June 6, 2011 at 6:00 P.M.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPING AND LIGHTING DISTRICT NO. 1, FISCAL YEAR 2011/2012, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

The City Council of the City of Tehachapi (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council by previous Resolutions formed and levied annual assessments for the Landscaping and Lighting District No. 1 (hereafter referred to as the "District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500) (hereafter referred to as the "Act"); and,

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessment for the District on the Kern County tax roll on behalf of the City of Tehachapi to pay the maintenance and services of the improvements and facilities related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District, to prepare and file an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report") with the City Clerk in accordance with the Act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:

- Section 1: The above recitals are true and correct.
- Section 2: The City Council hereby orders Willdan Financial Services to prepare and file with the City Clerk the Engineer's Report concerning the levy of assessments for the District for the fiscal year commencing July 1, 2011, and ending June 30, 2012, in accordance with Chapter 3, Section 22622 of the Act.
- Section 3: The proposed improvements within the District include: landscaping and park improvements, including but not limited to maintenance, ground cover, shrubs, trees, plants, drainage systems, irrigation systems, ornamental lighting systems, masonry walls or other fencing and associated appurtenances with said improvements. Lighting improvements may include, but are not limited to, electrical energy, lighting fixtures, poles, meters, conduits, electrical cable

and associated appurtenances with said improvements. The Engineer's Report describes the improvements and any substantial changes in existing improvements.

Section 4: Assessments: The City Council hereby determines that to provide the improvements generally described in Section 3 of this resolution and to be detailed in the Engineer's Report, it is necessary to levy and collect assessments against lots and parcels within the District for fiscal year 2011/2012 and said assessments shall be outlined and described in the Engineer's Report and imposed pursuant to the provisions of the Act and the California Constitution Article XIID.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this May 16, 2011 by the following vote:

AYES: COUNCIL MEMBERS: _____
NOES: COUNCIL MEMBERS: _____
ABSENT: COUNCIL MEMBERS: _____
ABSTAIN: COUNCIL MEMBERS: _____

ED GRIMES, Mayor
of the City of Tehachapi, California

ATTEST:

DENISE JONES
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on May 16, 2011.

DENISE JONES
City Clerk of the City of Tehachapi, California

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA FOR PRELIMINARY APPROVAL OF
THE ENGINEER'S REPORT REGARDING THE PROPOSED LEVY
AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPING
AND LIGHTING DISTRICT NO. 1, FISCAL YEAR 2011/2012**

The City Council of the City of Tehachapi (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, this City Council pursuant to provisions of the Landscaping and Lighting Act of 1972 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (hereafter referred to as the "Act") did by previous Resolution, order the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report") for the District known and designated as the Landscaping and Lighting District No. 1 (hereafter referred to as the "District") for fiscal year 2011/2012; and,

WHEREAS, The City Council pursuant to provisions of the Act proposes to levy and collect assessments against lots and parcels of land within the various Tracts of the District for the fiscal year 2011/2012, to pay the maintenance, servicing and operation of the improvements related thereto, and

WHEREAS, there has now been presented to this City Council the Engineer's Report as required by Chapter 3, Section 22623 of said Act; and,

WHEREAS, this City Council has examined and reviewed the Engineer's Report as presented. This City Council is preliminarily satisfied with the budget items and documents as set forth therein and is satisfied that the levy amounts have been spread in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the District, as set forth in said Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS

Section 1: That the above recitals are true and correct.

Section 2: That the "Engineer's Report" as presented, consists of the following:

- a) A Description of Improvements.
- b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance).
- c) A diagram of the District that identifies the parcels within the District.

d) The District Roll containing the proposed levy of assessments for each Assessor Parcel within the District for fiscal year 2011/2012.

Section 3: The "Engineer's Report" as presented or as amended is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this May 16, 2011 by the following vote:

AYES: COUNCIL MEMBERS: _____
NOES: COUNCIL MEMBERS: _____
ABSENT: COUNCIL MEMBERS: _____
ABSTAIN: COUNCIL MEMBERS: _____

ED GRIMES, Mayor
of the City of Tehachapi, California

ATTEST:

DENISE JONES
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on May 16, 2011.

DENISE JONES
City Clerk of the City of Tehachapi, California

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA DECLARING ITS INTENTION TO LEVY
AND COLLECT ASSESSMENTS FOR THE LANDSCAPING AND
LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2011/2012**

The City Council of the City of Tehachapi (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council has by previous Resolution initiated proceedings for fiscal year 2011/2012 regarding the levy and collection of assessments for the Landscaping and Lighting District No. 1 (hereafter referred to as the "District"). Pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500) (hereafter referred to as the "Act"), assessments for the District shall be levied and collected by the County of Kern for the City of Tehachapi to pay the maintenance and services of the improvements and facilities related thereto; and,

WHEREAS, the proposed District assessments for fiscal year 2011/2012 are less than or equal to the maximum assessments previously approved in accordance with the requirements of the California Constitution, Article XIID; and,

WHEREAS, there has now been presented to this City Council an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report"), and said Engineer's Report has been filed with the City Clerk in accordance with the Act; and,

WHEREAS, the City Council has examined and reviewed the Engineer's Report as presented and is satisfied with the District, the budget items and documents as set forth therein and is satisfied that the proposed assessments contained therein, have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the District, as set forth in said Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:

Section 1: The above recitals are true and correct.

Section 2: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the Act, over and including the lands, lots and parcels within the District boundary. The City Council further declares its intention to

levy and collect assessments on such land to pay the annual costs and expenses of the improvements and services described in Section 4 of this Resolution, for fiscal year 2011/2012.

Section 3: The boundaries of the District are described in the Engineer's Report and are consistent with the boundary established and described in the original formation documents, on file with the City Clerk, and incorporated herein by reference. The District is within the boundaries of the City of Tehachapi, within the County of Kern, State of California and includes the territory known as the Landscaping and Lighting District No.1.

Section 4: The improvements within the District include: ground cover, shrubs, trees, drainage systems, irrigation systems, masonry walls or other fencing, monuments, lighting, and associated appurtenances to improvements within the District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping or appurtenant facilities; providing for the satisfactory working condition, life, growth, health and beauty of the improvements, including cultivation, irrigation, trimming, spraying, fertilization and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste. Servicing means the furnishing of water and electricity for the irrigation and control of the landscaping or appurtenant facilities.

Section 5: Assessments: The City Council hereby determines that to provide the improvements generally described in Section 4 of this resolution and to be detailed in the Engineer's Report, it is necessary to levy and collect assessments against lots and parcels within the District for fiscal year 2011/2012 and said assessments shall be outlined and described in the Engineer's Report and imposed pursuant to the provisions of the Act and the California Constitution Article XIID.

Section 6: The proposed assessments for fiscal year 2011/2012, as outlined in the Engineer's Report, do not exceed the maximum assessment approved by the property owners through a property owner balloting proceeding conducted in 2004. As such, the proposed assessments do not constitute an increased assessment and do not require additional property owner approval in accordance with the requirements of the California Constitution, Article XIID.

Section 7: The City Council hereby declares its intention to conduct a Public Hearing concerning the District and the levy of assessments in accordance with Chapter 3, Section 22626 of the Act.

Section 8: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 6, 2011, at 6:00 p.m., or as soon thereafter as feasible in the City Council Chambers, located at 115 So. Robinson Street, Tehachapi.

Section 9: The City Council hereby authorizes and directs the City Clerk to give notice of the time and place of the Public Hearing to the property owners within the District pursuant to Sections 22626, 22552 and 22553 of the Act and 6061 of the Government Code. The City Clerk shall give notice to the property owners by: causing notice of the public hearing to be published in the local newspaper one time at least 10 days prior to the Public Hearing; and, posting a copy of this resolution on the official bulletin board (s) customarily used for posting such notices.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this May 16, 2011 by the following vote:

AYES: COUNCIL MEMBERS: _____
NOES: COUNCIL MEMBERS: _____
ABSENT: COUNCIL MEMBERS: _____
ABSTAIN: COUNCIL MEMBERS: _____

ED GRIMES, Mayor
of the City of Tehachapi, California

ATTEST:

DENISE JONES
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on May 16, 2011.

DENISE JONES
City Clerk of the City of Tehachapi, California



City of Tehachapi

Tehachapi Landscaping and Lighting District No. 1

2011/2012 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 16, 2011

Public Hearing: June 6, 2011

27368 Via Industria
Suite 110
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial



AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

TEHACHAPI LANDSCAPING & LIGHTING DISTRICT NO. 1

This Report describes the District and the relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2011/2012 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2011.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Tehachapi

By: _____

Josephine Perez-Moses, Project Manager
District Administration Services

By: _____

Richard Kopecky
R.C.E. # 16742

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I. OVERVIEW

A. Introduction

The City of Tehachapi ("City") annually levies and collects special assessments in order to provide annual maintenance for parks, landscaping and lighting improvements within the Landscaping and Lighting District No. 1 ("District"), pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code* ("Act") and in compliance with the substantive and procedural requirements of the *California State Constitution Article XIID* ("Constitution"). The District was formed in 2004, and provides funding for services required to maintain landscaping and lighting improvements and associated appurtenances located within the District boundaries.

This Engineer's Annual Levy Report ("Report") describes the District, any changes to the District and the proposed assessments for Fiscal Year 2011/2012. The proposed assessments are based on the estimated cost to maintain the improvements that provide a special benefit to properties within the District. The District budget identifies the estimated expenditures, deficits, surpluses, revenues and fund balances used to calculate the annual assessment for properties within the District. Each parcel within the District is assessed proportionately for those improvements provided by the District from which the parcel receives special benefit.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Kern County Assessor's Office. The Kern County Auditor/Controller uses APN's and specific Fund Numbers to identify, on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments and written protests at a public hearing, the City Council ("Council") will review the Engineer's Annual Levy Report and may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may order the levy and collection of assessments for Fiscal Year 2011/2012 pursuant to the Act and as outlined in the approved Report. In such case, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll for each parcel in Fiscal Year 2011/2012.

B. Historical Background

The District was originally formed in Fiscal Year 2003/2004 after the City initiated and conducted property owner protest ballot proceedings for the District in compliance with the substantive and procedural requirements of the Constitution.

At the conclusion of the Public Hearing on December 15, 2003, the property owner ballots returned were tabulated. The tabulation of the ballots indicated that the property owners approved the maximum assessment rate and the assessment range formula. The District originally consisted of the lots, parcels and tracts of land located in the subdivision area known as Heritage Oaks, which contains the single-family residential tract, Tract 6062 "Original District".

In subsequent years, the City initiated and conducted property owner protest ballot proceedings for the annexation of additional subdivisions to the District in compliance with the substantive and procedural requirements of the Constitution. In 2004, Tracts 6212, 6215, 6216 and 6248, respectively were annexed as Zones 1 through 4. In 2006, Tracts 5812 and 4927, respectively, were annexed to the District as Zones 5 and 6. Tract Numbers 6360, 6507, 6723-A and 6497 were annexed in 2007, as Zones 7, 8, 9, and 11, respectively and Parcel Map 11353 was annexed in 2008, as Zone 14C.

At the conclusion of each of the annexation public hearings, the property owner ballots returned were tabulated. The tabulation of the ballots indicated that the property owners of each of the eleven subdivisions approved the special benefit maximum assessment rate ("Maximum Assessment") for maintaining the improvements within the zones of the District. Although the actual assessment amount approved by each property owner varied with their proportionate benefits, the Maximum Assessments approved by the property owners established an initial maximum assessment rate for each zone and included the Assessment Range Formula, as further described in this Report, currently applied to each zone in the District. The Maximum Assessments are subject to the application of an assessment range formula that includes an annual inflationary adjustment of three percent (3%) for the Original District and an annual inflationary adjustment based upon the Consumer Price Index, for all Urban Consumers, for the Los Angeles-Orange-Riverside County Area as determined by the United States Bureau of Labor Statistics, or its successor ("CPI") for Zones 1 – 9, 11 and 14C.

C. General Description of the District

The District consists of the lots, parcels and subdivisions of land located within the single-family residential subdivisions known as Tract 6062, 6212, 6215, 6216, 6248, 5812, 4927, 6360, 6507, 6723-A and 6497, and commercial property known as Parcel Map 11353 (individually referred to as "Tract" and collectively as "Tracts"). Each Tract represents a zone of benefit within the District. The properties within the District include single-family residential parcels, non-residential parcels, a proposed church site, landscape easements and an open space area to be used as a proposed drainage sump.

The purpose of the District is to ensure the ongoing maintenance, operation and servicing of a proposed drainage sump, local perimeter landscaping and street

lighting improvements installed in connection with development of properties within the District. Park improvements located adjacent to the District are also included within the list of proposed improvements. This District will provide the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements will be funded.

The District structure, proposed improvements, method of apportionment and assessments described in this Report are based on current development and improvement plans including the estimated direct expenditures, incidental expenses and reserves associated with the maintenance and servicing of the improvements.

D. District Boundaries

The District consists of non-contiguous areas located within the boundaries of the City of Tehachapi, including Tracts 6062, 6212, 6215, 6216, 6248, 5812, 4927, 6360, 6507, 6723-A and 6497 as well as Parcel Map 11353 and their respective boundaries.

Original District – Tract 6062 is generally situated south of Pinon Street, north of Sutter Street and east of Ponderosa Drive.

Zone 1 – Tract 6212 is generally situated south and contiguous to the Valley Boulevard extension, north of Pinon Road, east of Curry Street and west of Dennison Road.

Zone 2 – Tract 6215 is generally situated north of Highline Road and south of Pinon Street and east of Ponderosa Drive.

Zone 3 – Tract 6216 is generally situated on the west side of Curry Street between Highline Road and Pinon Street.

Zone 4 – Tract 6248 is generally situated on the northeast corner of South Robinson Street and Holly Drive.

Zone 5 – Tract 5812 is generally situated on the southeast corner of Georgia Street and south of Dennison Road.

Zone 6 – Tract 4927 is generally situated on Mulberry Street, south of Valley Boulevard.

Zone 7 – Tract 6360 is generally situated north of “D” Street, and east of Mill Street.

Zone 8 – Tract 6507 is generally situated North of Pinon Street and West of Applewood Drive.

Zone 9 – Tract 6723-A is generally situated south of Cummings Valley Boulevard, north of Pinon Street.

Zone 11 – Tract 6497 is generally situated north of Highline Road, west of Dennison Road.

Zone 14C – Parcel Map 11353 is generally situated on Tehachapi Boulevard east of Dennison Road.

E. Description of District Improvements and Services

The District provides the ongoing maintenance, operation and servicing of proposed drainage sumps, local perimeter landscaping and street lighting improvements installed in connection with development of properties within the District boundaries. These improvements may include, but are not limited to, materials, equipment, utilities, labor and appurtenant facilities related to those improvements. These improvements include the necessary service, operation, administration, and maintenance required to keep the improvements in satisfactory condition. The improvements generally include the following:

Landscape and Public Street Lighting Improvements:

The landscaping improvements may include, but are not limited to, the landscaping material and facilities within the District. These improvements include ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments and associated appurtenant facilities located within the individual zones. The street lighting improvements may include, but are not limited to, electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities located within the individual zones.

Original District

- Landscape maintenance for entry medians located at Wyman Road and Brandon Lane.
- Perimeter landscape maintenance along Ponderosa Drive, Pinon Street and Sutter Street, immediately adjacent to the District, totaling approximately 61,740 square feet.
- The street lighting (twenty-seven 9,500 lumen lights) on the residential streets within the Original District.
- Public street lighting and other public lighting facilities (five, 16,000 lumen lights) on the streets surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Original District.

Zone 1

- Perimeter landscape maintenance totaling approximately 10,000 square feet along Valley Boulevard and landscaping located adjacent to the proposed drainage sump including periodic weed removal.
- Proposed drainage sump totaling approximately 19,350 square feet.
- The street lighting (seventeen, 9,500 lumen lights) on residential streets within the Zone.
- Public street lighting and other public lighting facilities (five, 16,000 lumen lights) on Valley Boulevard surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 2

- Perimeter landscape maintenance totaling approximately 48,696 square feet along Highline Road, Sutter Street and Manzanita Lane.
- The street lighting (nineteen, 9,500 lumen lights) on residential streets within the Zone.

Zone 3

- Landscaping totaling approximately 11,572 adjacent to the rear of lots 1, 2 and 3. Also landscaping located adjacent to the proposed drainage sump on Pinon Street and drainage swale on the western side of the development including periodic weed removal.
- Perimeter landscaping totaling approximately 52,000 square feet along Highline Road, Curry Street, Pinon Street and adjacent to the rear of lots 1, 2, and 3.
- Entrance landscaping at Stetson Shadow Drive and East Orchard Parkway totaling approximately 23,000 square feet.
- Landscaping on Alder and South Alder Avenues totaling approximately 24,000 square feet.
- Landscaping of proposed drainage sump totaling approximately 3,000 square feet.
- The street lighting (sixty-seven, 9,500 lumen lights) on residential streets within the Zone.
- Public street lighting and other public lighting facilities (nine, 16,000 lumen lights) on Curry Street and Pinon street surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 4

- Perimeter landscape maintenance along "D" and South Robinson Streets and a drainage basin on the southeastern corner of "D" Street and South Robinson Street including periodic weed removal, totaling approximately 14,000 square feet.
- Proposed drainage sump totaling approximately 7,400 square feet.

- The street lighting (three, 9,500 lumen lights) on residential streets within the Zone.
- Public street lighting and other public lighting facilities (three, 16,000 lumen lights) on South Robinson Street adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 5

- Perimeter landscaping along Georgia Street, S. Dennison Road, and Pinon Street totaling approximately 64,000 square feet.
- Proposed drainage retention basin totaling approximately 55,000 square feet.
- The street lighting (seventy-two, 9,500 lumen lights) on residential streets within the Zone.
- Public street lighting and other public lighting facilities (twenty-three, 16,000 lumen lights) on Georgia Street, S. Dennison Road, and Pinon Street surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 6

- The street lighting on residential streets within the Zone.
- Public street lighting and other public lighting facilities (six, 9,500 lumen lights) on Mulberry Street surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 7

- Streetscape located adjacent to the north side of "D" Street, as well as adjacent to the east side of Mill Street, totaling 1,705 square feet.
- Street lighting on residential streets located on the east side of Mill Street (two, 9,500 lumen lights on decorative poles) and on the north side of "D" Street (two, 9,500 lumen lights on decorative poles) within the Zone.

Zone 8

- Streetscape located and improvements located adjacent to the west side of Applewood Drive and to the north side of Pinon Street totaling approximately 16,665 square feet.
- The street lighting (seven, 16,000 lumens (150 watt) High Pressure Sodium Vapor Lamps on concrete poles) on residential streets within the Zone.

Zone 9

- Landscape Maintenance for park site generally beginning at the north property line of Lot No.1, southerly, adjacent to the west tract

boundary, to the south property line of Lot No. 74, approximately 11,121 square feet.

- Landscape Maintenance for park site beginning at the north property line of Lot No.1, northerly, adjacent to the west tract boundary, to Cummings Valley Boulevard approximately 8,023 square feet.
- The street lighting (Nine, 9,500 lumen lights (100 watt) High Pressure Sodium Vapor Lamps on concrete poles); (Six, 16,000 lumen lights (150 watt) High Pressure Sodium Vapor Lamps on concrete poles) on residential streets within the Zone.

Zone 11

- Streetscape located adjacent to west side of Dennison Road, and adjacent to the north side of the Grand Teton Lane totaling approximately 12,457 square feet.
- Streetscape located adjacent to the southwest corner of Conagree Drive and Bryce Court (Lot No. 59 and 60), located adjacent to the north side of Bryce Court (Lot No. 50), located adjacent to the southwest corner of Conagree Drive and Yellowstone Lane, (Lot No. 48), located adjacent to the east side of Biscayne Drive (Lot No.27), located adjacent to the north side of Sutter Street (Lot No. 26), totaling approximately 5,048.5 square feet.
- Streetscape located between Conagree Drive and Dennison Road (Parcel A) approximately 3,080 square feet.
- Median Landscaping located at Grand Teton Lane 1,785 square feet.
- Landscaping multi-purpose path through center of project site connecting with Morris Park (between Lot No.s 13 and14; 43 and 44; 33 and 54; 32 and 55 totaling 8,522 square feet.
- The street lighting (Nine, 9,500 lumen lights (100 watt) High Pressure Sodium Vapor on concrete poles), adjacent to Biscayne Drive, Yellowstone Lance, & Katmai Court. As well as the street lighting (Four, 16,000 lumen lights (150 watt) High Pressure Sodium Vapor Lamps on concrete poles) adjacent to Dennison Road.

Zone 14C

- Streetscape located adjacent to Tehachapi Boulevard totaling approximately 2,600 square feet.
- The street lighting (Seven - 5,800 lumen High Pressure Sodium Vapor on concrete poles) located throughout the development.

Park Improvements:

The park improvements may include, but are not limited to, the maintenance of the park landscaping including, but not limited to, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing and associated appurtenant facilities located with the:

Zones 1, 2 4, 7, 8, 9, and 11

- Neighborhood Park adjacent to the District boundaries totaling approximately 4.1 acres or 178,596 square feet.

Zone 3

- Paseo Park totaling approximately 2.7 acres or 121,000 square feet.
- Proposed linear and pocket parks totaling approximately 82,000 square feet.

The parcels within the District are assessed proportionately for the costs associated with the improvements and services provided through the District that provides a special benefit to each parcel assessed, utilizing the method of apportionment described in Section II of this Report.

II. METHOD OF APPORTIONMENT

A. Methodology

The Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping, parks, open space areas and appurtenant facilities. The Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

Furthermore, Article XIID Section 4 of the Constitution states that:

“The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of the public improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided.”

The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided within the District to fairly apportion the costs based on estimated special benefit to each parcel.

B. Benefit Analysis

Each of the improvements, the associated costs and assessments of the District have been reviewed, identified and allocated based on special benefit pursuant to the provisions of the Act and the Constitution. The improvements associated with this District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with the proposed development plans. As such, these improvements would be necessary and required of individual property owners for the development of such properties, and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of maintenance and operation of the improvements are of special benefit to the properties in the District.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives special benefit from the improvements within the Zone where the parcel is located as well as from adjacent landscaping, park and public street lighting improvements. The desirability and security of properties is enhanced by the presence of street lighting, well maintained landscaping and open space areas in close proximity to those properties.

The special benefits of landscaping, park improvements and open space improvements within the District are specifically:

1. Enhanced desirability of properties through association with the improvements;
2. Improved aesthetic appeal of properties providing a positive representation of the area;
3. Enhanced adaptation of the urban environment within the natural environment from adequate green space, open space areas and landscaping;
4. Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention;
5. Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
6. Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti; and,
7. Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

1. Enhanced deterrence of crime and the aid to police protection;
2. Increased nighttime safety on roads and streets;
3. Improved ability of pedestrians and motorists to see;
4. Improved ingress and egress to property;
5. Reduced vandalism and other criminal act and damage to improvements or property;
6. Improved traffic circulation and reduced nighttime accidents and personal property loss; and,
7. Increased promotion of business during nighttime hours in the case of commercial properties.

The preceding special benefits contribute to a special enhancement and desirability of each of the assessed parcels within the District. Although the improvements may include landscaping and lighting improvements and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of properties within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

Park Improvement Benefit

For the 4.1-acre neighborhood park improvements, the special benefit to the District is determined based on the potential use each Zone within the District will receive from park improvements. The neighborhood park is proposed to be a public park with special benefit to Zones 1, 2, 4, 7, 8, 9, and 11 based on the ratio of the parcels within those Zones to the proposed parcels located in the adjacent Zones as follows:

- Zone 1, 19%
- Zone 2, 8%
- Zone 4, 5%
- Zone 7, 1%
- Zone 8, 1%
- Zone 9, 1%
- Zone 11, 1%

Each Tract's percentages represent the portion of the park maintenance that is considered special benefit and will be assessed to the parcels within the respective tracts.

Due to the size and location of the 2.7-acre Paseo Park improvement located in Zone 3, it is estimated that there will be some use of the park by neighboring

property owners not in the District. Therefore, the special benefit to the parcels in Zone 3 for the Paseo Park improvements is limited to 75% with the remaining 25% as general benefit.

For Zones 5 and 6, the special benefit from park improvements is determined based on the potential use the property owners within the Tracts will receive from the park improvements. Based on a Park and Recreation Study prepared in 2005, the City of Tehachapi and the local community have a standard of approximately 3 acres per 1,000 residents. Using this projection, the total number of acres and future population, 1% and 9% of the maintenance costs of new and future park improvements will be considered special benefit to Zones 5 and 6, respectively.

C. Assessment Methodology

The method of apportionment for each Zone within the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development, and is reliant upon the special benefit received from the improvements planned for each Zone within the District.

To identify and determine the special benefit to be received by each parcel, it is necessary to consider the entire scope of the District improvements as well as individual property development within each Zone of the District. The costs associated with the improvements shall be fairly distributed among the parcels based upon the special benefit received by each parcel within each Zone. Additionally, in compliance with the Constitution, each parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within each Zone of the District as well as the proposed land use of each property as compared to other parcels that benefit from those specific improvements.

Equivalent Benefit Units

To assess benefits equitably, it is necessary to relate the different type of parcel improvements to each other. The Equivalent Benefit Unit (EBU) method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). Every other land use is converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of property, as compared to a single-family home site.

The EBU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the Act, as the

benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

EBU Application by Land Use:

Single-Family Residential – This land use is defined as fully subdivided residential home site with or without a structure or planned single-family residential lot as identified by a submitted or approved tentative tract map of final tract map. This land use is assessed 1.0 EBU per lot or parcel. This is the base value that other land use types are compared and weighted against (i.e. Equivalent Benefit Unit or EBU).

Multi-Family Residential – This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property or planned residential lot as identified by a submitted or approved tentative tract map or final tract map. This land use is assessed 1.0 EBU per dwelling unit.

Developed Commercial – This land use is defined as property developed for either commercial or industrial use. This type of property receives greater benefit than Single Family or Multi-Family property due to typically larger lot size in relation to residential properties. With typical Single-Family Residential lot sizes at .25 acre, Developed Commercial land use type is assessed at 4.0 EBU per gross acre. Parcels less than .25 acre are assigned a minimum of 1.0 EBU and there is no maximum acreage cap, as is the case with Vacant Non-Residential Property.

Non-Profit Parcels – This land use is defined as property developed for non-profit activities, such as Churches or Lodges. This type of property does receive benefit from the District improvements but at a rate that coincides with the sporadic intensity of people use for the parcel. Non-Profit land use type is assessed at 0.25 EBU per gross acre. Parcels less than 1.0 gross acre area assigned a minimum of 0.25 EBU.

Vacant Residential – This land use is defined as property currently zoned for residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Non-Residential – This land use is defined as property currently zoned for any non-residential use, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 1.0 EBU per gross acre. Parcels less than 1.0 gross acre are assigned a minimum of 1.0 EBU. Parcels over 50 gross acres are assigned a maximum of 50 EBU.

Exempt Parcels – This land use identified properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited, to lots or parcels identified as public streets and other roadways (typically not

assigned an APN by the County); dedicated public easements, open space area and right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; park properties and other publicly owned properties that are part of the District improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, land use code designations, the Equivalent Benefit Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel's individual EBU.

Land Use Codes and Equivalent Benefit Units

Property Type	Land Use Code	Equivalent Benefit Units	Multipplier
Single Family Residential	SFR	1.00	Lot/Parcel
Multi-Family Residential	MFR	1.00	Unit
Developed Commercial	COM	4.00	Gross Acre
Non-Profit Parcel	NP	.25	Gross Acre
Vacant Residential	RV	.50	Lot/Parcel
Vacant Non-Residential	NRV	1.00	Gross Acre
Exempt Parcel	XMT	0.00	Parcel

The benefit formula applied to parcels within each Zone of the District is based on the preceding Equivalent Benefit Unit (EBU) table. Each parcel's EBU correlates the parcel's special benefit received as compared to the other parcels benefiting from the improvements of the Zone.

The following formula is used to calculate each parcel's EBU (proportional benefit).

$$\text{Parcel Type EBU} \times \text{Acreage/Dwelling Units/Parcel/Lot} = \text{Parcel EBU}$$

For each Zone, the total number of Equivalent Benefit Units ("EBU"s) is the sum of the individual EBUs applied to the parcels that receive a special benefit from the improvements. An assessment amount per EBU ("Rate") is established by taking the total cost of the improvements (including administration costs) and dividing that amount by the total number of EBUs of the parcels benefiting from the improvements. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation.

Total Balance to Levy / Total EBU = Rate per EBU

Rate per EBU x Parcel EBU = Parcel Levy Amount

D. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (*California Constitution Articles XIII C and XIII D*), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and annual inflationary adjustment to the Assessments without requiring costly noticing and mailing procedures, which could add to the District costs and Assessments. For the Original District, the approved annual adjustment to the Assessment per EBU is three percent (3%). For Zones 1 – 9 and 11, the approved annual adjustment to the Assessment per EBU is proposed to increase each year based upon the CPI. The Engineer shall compute the percentage difference between the CPI for January of each year and the CPI for the previous January. For Zone 14C, the Engineer shall compute the percentage difference between the CPI for February of each year and the CPI for the previous February and shall then adjust the existing Assessment by an amount not to exceed such percentage for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living. The CPI increase for January is 1.79% which is based on January 2010 and January 2011 indices. The CPI increase for February is 2.27% which is based on February 2010 and February 2011 Indices.

The Assessment Range Formula shall be applied to the future Assessments within the District. Generally, if the proposed annual assessment (levy per EBU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment Rate for each Zone is equal to the initial Assessment (approved by property owners within each Zone of the District) adjusted annually by the approved inflation index.

Each fiscal year the Maximum Assessment will be recalculated and a new Maximum Assessment established for each Zone in the District.

The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual Rate per EBU that is less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual applied assessment rate per EBU may remain unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on annual assessment increases. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the Maximum Assessment. For each Zone, if the budget and applied assessment rate calculated for any fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment rate may be applied without additional property owner balloting. If the budget and assessment rate calculated require an increase greater than the current Maximum Assessment, then the assessment is considered an increased assessment and would be subject to property owner protest balloting in compliance with the Constitution

DISTRICT BUDGET

Levy/Components	City of Tehachapi L&L DISTRICT #1					
	Total Budget	Original District	Zone 1	Zone 2	Zone 3	Zone 4
		Tract 6062	Tract 6212	Tract 6215	Tract 6216	Tract 6248
DIRECT COSTS						
Landscape Maintenance Contract	\$ 139,332.00	\$ 15,500.00	\$ 10,000.00	\$ 21,321.00	\$ 45,500.00	\$ 3,000.00
Landscape Utilities	64,111.91	10,502.91	1,236.00	12,200.00	14,300.00	90.00
Sprinkler Repair & Replacement	6,966.60	775.00	500.00	1,066.05	2,275.00	150.00
Tree and Plant Replacement	11,146.56	1,240.00	800.00	1,705.68	3,640.00	240.00
Miscellaneous Parts, Equipment and Replacements	2,786.64	310.00	200.00	426.42	910.00	60.00
Park Maintenance (Neighborhood Park and Paseo Park)	37,155.24	-	-	3,882.00	30,500.00	2,311.03
Drainage Sump Maintenance	15,240.00	2,600.00	2,600.00	2,600.00	2,600.00	-
Street Lights	21,742.47	3,300.00	3,800.00	1,470.00	3,245.00	766.95
Total Direct Costs	\$ 298,481.42	\$ 34,227.91	\$ 19,136.00	\$ 44,671.15	\$ 102,970.00	\$ 6,617.98
ADMINISTRATION COSTS						
Levy Administration and Professional Services	\$ 7,989.54	\$ 792.10	\$ 1,494.16	\$ 752.34	\$ 2,105.44	\$ 120.06
County Collection Fee	221.54	26.62	24.20	29.48	82.50	0.22
City Overhead and Administration	19,487.38	636.62	1,083.84	1,497.04	7,116.42	808.84
Total Administration Costs	\$ 27,698.46	\$ 1,455.34	\$ 2,602.20	\$ 2,278.85	\$ 9,304.36	\$ 929.12
COLLECTIONS/(CREDITS) APPLIED TO LEVY						
TOTAL DIRECT AND ADMIN COSTS	\$ 326,179.88	\$ 35,683.25	\$ 21,738.20	\$ 46,950.00	\$ 112,274.36	\$ 7,547.10
Reserve Collection/(Transfer)	(58,386.26)	(12,403.25)	-	(19,871.28)	(17,589.86)	-
Capital Improvement Fund Collection/(Transfer)	-	-	-	-	-	-
General Fund Loans Repayment/(Advances)	-	-	-	-	-	-
Other Revenues/General Fund (Contributions)	(7,609.50)	-	-	-	(7,609.50)	-
Total Collections/(Credits)	\$(65,995.75)	\$(12,403.25)	\$-	\$(19,871.28)	\$(25,199.36)	\$-
Balance to Levy (Budgeted)	\$ 260,184.13	\$ 23,280.00	\$ 21,738.20	\$ 27,078.72	\$ 87,075.00	\$ 7,547.10
Applied to Levy (Rounded)	\$ 260,184.14	\$ 23,280.01	\$ 21,738.20	\$ 27,078.72	\$ 87,075.00	\$ 7,547.10
DISTRICT STATISTICS						
Total Parcels	1,030	124	110	136	388	1
Total Parcels Levied	1,007	121	110	134	375	1
Total Equivalent Benefit Units	1,337.65	121.25	110.00	134.00	375.00	29.00
Applied Levy per Benefit Unit	\$ 192.000	\$ 192.000	\$ 197.620	\$ 202.080	\$ 232.200	\$ 260.245
Prior Year Levy per Benefit Unit	\$ 186.41	\$ 186.41	\$ 196.34	\$ 198.52	\$ 228.08	\$ 185.18
Maximum Levy per Benefit Unit (Prior Fiscal Year)	\$ 186.41	\$ 186.41	\$ 258.40	\$ 198.52	\$ 228.10	\$ 425.05
Maximum Levy per Benefit Unit (Current Fiscal Year)	\$ 192.007	\$ 192.007	\$ 263.046	\$ 202.096	\$ 232.205	\$ 432.696
Inflationary Factor Applied to Maximum Rate	3.00000%	3.00000%	1.79966%	1.79966%	1.79966%	1.79966%
	(0.007)	(0.007)	(65.426)	(0.016)	(0.005)	(172.451)
FUND BALANCE INFORMATION						
Estimated Beginning Reserve Fund Balance	\$ (23,708.00)	\$ 4,832.00	\$ 13,042.00	\$ (36,630.00)	\$ 59,232.00	\$ 4,528.00
Reserve Fund Adjustments	(58,386.26)	(12,403.25)	-	(19,871.28)	(17,589.86)	-
Estimated Ending Reserve Balance	\$ (82,094.26)	\$ (7,571.25)	\$ 13,042.00	\$ (56,501.28)	\$ 41,642.14	\$ 4,528.00
Beginning CIP Fund Balance	\$ 108,114.00	\$ -	\$ 88,462.00	\$ -	\$ -	\$ 18,872.00
CIP Fund Adjustments	-	-	-	-	-	-
Estimated CIP Balance	\$ 108,114.00	\$ -	\$ 88,462.00	\$ -	\$ -	\$ 18,872.00

Appendix A — DISTRICT ASSESSMENT DIAGRAM

Boundary Diagrams are on file with the City and by reference are made part of this Report. The details of the lots or parcels within the District shall be defined by the Kern County Assessor's Maps established by the County for Fiscal Year 2011/2012. These maps, in connection with the Assessment Roll in Appendix B, constitute the District Assessment Diagram for Fiscal Year 2011/2012.

APPENDIX B -ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared.

Non-assessable lots or parcels may include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Properties outside the District boundary receive no direct or special benefits from the improvements provided by the District and are not assessed.

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared. The land use classification for each parcel is based on the Kern County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, shall be submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Approval of this Report (as submitted or as modified) confirms the method of apportionment and the maximum assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for the fiscal year. The parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for the fiscal year.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.



COUNCIL REPORTS

AGENDA SECTION: CITY MANAGER

MEETING DATE: MAY 16, 2011

APPROVED
DEPARTMENT HEAD: <i>[Signature]</i>
CITY MANAGER: <i>[Signature]</i>

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: MAY 16, 2011

SUBJECT: DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1

BACKGROUND

This action by the City Council initiates the process and declares the City's intention to levy assessments within the City of Tehachapi Drainage Benefit Assessment District No. 1. This action also sets the time and place for the public hearing on this issue.

FISCAL IMPACT

The total annual maintenance and administration costs to the District are \$17,175.00. Annual District costs are funded through the assessments placed on the property tax bills.

OPTIONS

There are no alternate options for this item.

RECOMMENDATION

It is recommended that the City Council adopt three resolutions: (A) Initiating procedures for levy and collection of assessments for the Fiscal Year 2011/2012; (B) Preliminary approval of the Engineer's Report, and (C) Declaring the City's intention to levy and collect assessments, which sets the time and place of the public hearing for Monday, June 6, 2011 at 6:00 P.M.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA, INITIATING PROCEEDINGS FOR THE
LEVY AND COLLECTION OF ANNUAL ASSESSMENTS FOR CITY
OF TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT
NO. 1 FOR FISCAL YEAR 2011/2012**

The City Council of the City of Tehachapi (hereafter referred to as "City Council") hereby finds, determines, resolves and orders as follows:

WHEREAS, the City Council pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of the California Government Code, beginning with Section 54703* (hereafter referred to as the "1982 Act") formed an assessment district to be designated as **City of Tehachapi Drainage Benefit Assessment District No. 1** (hereafter referred to as the "District"), for the purpose of funding the ongoing operation, maintenance and servicing of drainage improvements installed in conjunction with the development of properties within the District; and to levy and collect annual assessments related thereto. The 1982 Act provides for the formation of such an assessment district pursuant to *Article 3 Section 54710*, and provides for the levy and collection of assessments by the County on behalf of the City pursuant to *Article 4 Section 54718*; and,

WHEREAS, the City Council has retained Willdan Financial Services as the Engineer of Work, for the purpose of assisting with the administration of the District, the establishment of annual assessments, and to prepare and file an Engineer's Report with the City Clerk in accordance with the 1982 Act; and in accordance with the requirements of the *California Constitution, Articles XIII C and XIII D*;

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

SECTION 1. The City Council hereby orders the Engineer to prepare and file an Engineer's Annual Levy Report concerning the levy of assessments for properties within the District.

SECTION 2. The District improvements include the ongoing operation, administration, maintenance and servicing of the drainage basin systems and appurtenant facilities authorized pursuant to the 1982 Act that were installed as part of property development and associated within the District. Said improvements may include, but are not limited to all materials, equipment, utilities, labor and appurtenant facilities related to those improvements, and dedicated to the City of Tehachapi for such maintenance.

SECTION 3. The territory within Drainage Benefit Assessment District No. 1 consists of lots, parcels and subdivisions of land located in the development known as Parcel Map 11353.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this May 16, 2011 by the following vote:

AYES: COUNCIL MEMBERS: _____
NOES: COUNCIL MEMBERS: _____
ABSENT: COUNCIL MEMBERS: _____
ABSTAIN: COUNCIL MEMBERS: _____

ED GRIMES, Mayor
of the City of Tehachapi, California

ATTEST:

DENISE JONES
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on May 16, 2011.

DENISE JONES
City Clerk of the City of Tehachapi, California

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA, ACCEPTING AND PRELIMINARILY
APPROVING THE ENGINEER'S ANNUAL LEVY REPORT
REGARDING THE CITY OF TEHACHAPI DRAINAGE BENEFIT
ASSESSMENT DISTRICT NO. 1**

The City Council of the City of Tehachapi (hereafter referred to as "City Council") hereby finds, determines, resolves and orders as follows:

WHEREAS, the City Council has, by previous Resolution, ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") regarding the assessment district to be designated as the "**City of Tehachapi Drainage Benefit Assessment District No. 1**"; (hereafter referred to as the "District"), and the levy and collection of assessments related thereto, pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of the California Government Code, beginning with Section 54703* (hereafter referred to as the "1982 Act"); and,

WHEREAS, there has now been presented to this City Council the Report and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the District and the budget items and documents as set forth therein, and is satisfied that the proposed assessments have been spread in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in said Report.

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

SECTION 1. The preceding recitals are true and correct.

SECTION 2. That the Report as presented, consists of the following:

- a. A Description of Improvements.
- b. A Boundary Diagram of the District.
- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The proposed Budget (Costs and Expenses) and the duration and collection of assessments.
- e. The District Roll containing the Levy for each Assessor Parcel Number within the District for fiscal year 2011/2012.

SECTION 3. The Report is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 4. The Maximum Assessment described in the Report is hereby approved on a preliminary basis.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this May 16, 2011 by the following vote:

AYES: COUNCIL MEMBERS: _____
NOES: COUNCIL MEMBERS: _____
ABSENT: COUNCIL MEMBERS: _____
ABSTAIN: COUNCIL MEMBERS: _____

ED GRIMES, Mayor
of the City of Tehachapi, California

ATTEST:

DENISE JONES
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on May 16, 2011.

DENISE JONES
City Clerk of the City of Tehachapi, California

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA, DECLARING ITS INTENTION TO LEVY
AND COLLECT ANNUAL ASSESSMENTS WITHIN CITY OF
TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1
IN FISCAL YEAR 2011/2012, AND TO APPOINT A TIME AND
PLACE FOR THE PUBLIC HEARING ON THESE MATTERS**

The City Council of the City of Tehachapi (hereafter referred to as "City Council") hereby finds, determines, resolves and orders as follows:

WHEREAS, the City Council pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of the California Government Code, beginning with Section 54703* (hereafter referred to as the "1982 Act") did by previous Resolution approve the levy and collection of annual assessments to pay for the the ongoing operation, maintenance and servicing of drainage improvemnets installed in conjunction with the development of properties within the District; and to levy and collect annual assessments related thereto for the assessment district designated as "City of Tehachapi Drainage Benefit Assessment District No. 1 " (hereafter referred to as the "District"); and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk a Report in connection with the proposed District, and the levy of assessments for Fiscal Year 2011/2012 (July 1, 2011 and ending June 30, 2012), and the City Council did by previous Resolution preliminarily approve such Report.

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

SECTION 1. The City Council hereby declares its intention to seek the annual levy of the District pursuant to the 1982 Act, over and including the land within the District boundary, and to levy and collect special benefit assessments on parcels of land within the District to pay for the costs and expenses associated with the operation, maintenance, repair and servicing of the drainage basin and appurtenant facilities related thereto.

SECTION 2. The District improvements include the ongoing operation, administration, maintenance and servicing of the drainage basin systems and appurtenant facilities authorized pursuant to the 1982 Act that were installed as part of property development and associated within the District. Said improvements may include, but are not limited to all materials, equipment, utilities, labor and appurtenant facilities related to those improvements, and dedicated to the City of Tehachapi for such maintenance.

SECTION 3. The proposed territory within City of Tehachapi Drainage Benefit Assessment District No. 1 consists of lots, parcels and subdivisions of land located in the development known as Parcel Map 11353.

SECTION 4. The proposed assessments for the District are outlined in the Engineer's Report. The Report details the proposed assessments necessary to provide for the annual operation, administration, services and maintenance of the improvements described in Section 2 of this Resolution.

SECTION 5. Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 6, 2011 at 6:00 p.m. or as soon thereafter as feasible in the regular meeting chambers of the City Council located at 115 El South Robinson Street, Tehachapi, California, in accordance with *Government Code, Section 53753 and California Constitution, Article XIID, Section 4(e)*. The City shall give notice of the time and place of the Public Hearing by posting a copy of this resolution on the official bulletin board customarily used by the Council for the posting of notices and by publishing this resolution in a local newspaper pursuant to Government Code Section 6066 as outlined in the 1982 Act. At the Public Hearing, interested persons shall be permitted to present written and/or oral testimony.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this May 16, 2011 by the following vote:

AYES: COUNCIL MEMBERS: _____
NOES: COUNCIL MEMBERS: _____
ABSENT: COUNCIL MEMBERS: _____
ABSTAIN: COUNCIL MEMBERS: _____

ED GRIMES, Mayor
of the City of Tehachapi, California

ATTEST:

DENISE JONES
City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on May 16, 2011.

DENISE JONES
City Clerk of the City of Tehachapi, California



City of Tehachapi

Tehachapi Drainage Benefit Assessment District No. 1

2011/2012 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 16, 2011
Public Hearing: June 6, 2011

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Suite 110
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
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www.willdan.com/financial



Affidavit for the Engineer's Report
CITY OF TEHACHAPI
DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1,
(PARCEL MAP 11353)

This Report describes the District including the improvements, budgets, parcels and assessments to be levied for fiscal year 2011/2012, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2011.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Tehachapi

By: _____
Josephine Perez-Moses, Project Manager
District Administration Services

By: _____
Richard Kopecky
R. C. E. # 16742

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I. INTRODUCTION

The special assessment district described in this report contains parcels of land within a non-residential development (Parcel Map 11353) (hereinafter referred to as the "Development"). The City of Tehachapi ("City") has established the City of Tehachapi Drainage Benefit Assessment District No. 1 (Parcel Map 11353), (hereinafter referred to as the "District") in order to provide annual maintenance for drainage improvements in the development.

The City annually levies and collects special assessments to continue the maintenance of the improvements within the District. The assessments levied annually on the territory in the District are pursuant to the provisions of the *Benefit Assessment Act of 1982 being Chapter 6.4 of Part 1 of division 2, commencing with Section 54703, of the Government Code of the State of California (hereinafter referred to as the "Act"), and as provided by Proposition 218, "The Right to Vote on Taxes Act", Article XIII D, Section 4, of the 1982 California Constitution.*

This Engineer's Report (hereinafter referred to as the "Report") describes the District and the proposed assessments for fiscal year 2011/2012. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming fiscal year. Parcels within the District are assessed proportionately for only those improvements and services that are a direct and special benefit to each property in the District.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Parcel Number by the Kern County ("County") Assessor's Office. The Kern County Auditor/Controller uses Assessment Parcel Numbers and specific Fund Numbers to identify on the tax roll properties assessed for special district benefit assessments.

Pursuant to the 1982 Act, the City Council conducted the required public hearings necessary to accept property owner protests, public comments and testimony regarding the formation of the District and the proposed annual levy of assessments. In conjunction with the required 1982 Act formation proceedings (public hearing), the City conducted property owner protest ballot proceedings for the annual assessments and assessment range formula described in the Original Report in compliance with the substantive and procedural requirements of the California Constitution Article XIID. The proposed formations and annual assessments for each District were approved and established at the public hearing for the District, and pursuant to the 1982 Act.

The City Council may annually determine the cost of the services that are financed by the assessments and by ordinance or resolution order the levy of the annual assessments. However in accordance with the provisions of the California Constitution Article XIID, no annual assessment shall exceed the maximum assessment amount

established in the Original Report without additional approval of the affected property owners. The assessment information approved would be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

II. DESCRIPTION OF THE DISTRICT

A. General Description of the District

The District consists of a subdivision for non-residential purposes known as Parcel Map 11353.

The purpose of the District is to ensure the ongoing maintenance, operation, and servicing of drainage improvements installed in connection with development of properties within the District. This District provides the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements are funded.

The District structure, improvements, method of apportionment and assessments described in this Report are based on current development and improvement plans including all estimated direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the improvements.

The District is located within the boundaries of the City of Tehachapi, generally situated north of the Southern Pacific Railroad, and easterly of Dennison Road.

B. Improvements and Services within the District

The purpose of the District is to ensure the ongoing maintenance, operation, and servicing of drainage improvements installed in connection with the development of parcels within the District. These improvements may include, but are not limited to, all materials, equipment, utilities, labor and appurtenant facilities related to those improvements. The improvements installed as part of the development will be maintained and partially or entirely funded through the District assessments.

For Parcel Map 11353, the drainage improvements and services as permitted pursuant to the 1982 Act are as follows:

- Basin Maintenance (Parcel 8 or Parcel Map 11353)
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.
- Maintenance and operations of drainage facilities.

The estimated annual cost to provide and maintain the improvements within the District shall be allocated to each property in proportion to the special benefits received. The Method of Apportionment described in this Report utilizes commonly accepted assessment engineering practices and has been established pursuant to the 1982 Act and the provisions of Proposition 218.

III. METHOD OF APPORTIONMENT

A. Methodology

The 1982 Act permits the establishment of a maintenance assessment district by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public drainage improvements and appurtenant facilities. The 1982 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided within the District to fairly apportion the costs based on estimated benefit to each parcel.

B. Benefit Analysis

Each of the improvements, the associated costs and assessments within the District have been reviewed, identified and allocated based on special benefit pursuant to the provisions of the California Constitution and 1982 Act. All improvements associated with this District have been identified as necessary, required and/or desired for the orderly development of the property within the District to its full potential, consistent with the development plans. As such, these improvements would be necessary and required of any property owner for the development of such property, and the ongoing operation, servicing, and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of maintenance and operation of the improvements are of direct and special benefit to the property.

The method of apportionment (method of assessment) is based on the premise that the assessed parcel within the District receives benefit from the improvements. The desirability and security of properties is enhanced by the presence of drainage facilities to handle storm water runoff.

The special benefits associated with the drainage improvements are specifically:

- Enhanced desirability of the property through association with the improvements;
- Environmental enhancement through improved erosion resistance, dust and debris control;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Enhanced environmental quality of the parcels by eliminating standing water.

For the drainage improvements the special benefits contribute to a specific enhancement and desirability of the assessed parcel within the District. Although the improvements may include drainage improvements and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of the property within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

C. Assessment Methodology

The method of apportionment for the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development, and is reliant upon the special benefit received from the improvements planned within the District.

To identify and determine the special benefit to be received by each parcel, it is necessary to consider the entire scope of the District improvements as well as individual property development within the District. The costs associated with the improvements shall be fairly distributed among the parcels based upon the special benefit received by each parcel. Additionally, in compliance with Article XIII D Section 4 of the California Constitution, the parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within the District as well as the land use of each property as compared to other parcels that benefit from those specific improvements.

Equivalent Benefit Units

To assess benefits equitably, it is necessary to relate the different type of parcel improvements to each other. The Equivalent Benefit Unit (EBU) method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). Every other land use is converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

The EBU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1982 Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

EBU Application by Land Use:

Single-Family Residential — This land use is defined as a fully subdivided residential home site with or without a structure or planned single-family residential lot as identified by a submitted or approved tentative tract map or final tract map. This land use is assessed 1.0 EBU per lot or parcel. This is the base value that all other land use types are compared and weighted against (i.e. Equivalent Benefit Unit or EBU).

Multi-Family Residential — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property or planned residential lot as identified by a submitted or approved tentative tract map or final tract map. This land use is assessed 1.0 EBU per dwelling unit.

Developed Commercial — This land use is defined as property developed for either commercial or industrial use. This type of property receives greater benefit than Single Family or Multi-family property due to typically larger lot sizes in relation to residential properties. With typical SFR lot sizes at .25 acres, Developed Commercial land use type is assessed at 4.0 EBU per gross acre. Parcels less than .25 acres are assigned a minimum of 1.0 EBU and there is no maximum acreage cap, as is the case with Vacant Non-Residential Property.

Non-Profit Parcels — This land use is defined as property developed for non-profit activities such as Churches or Lodges. This type of property does receive benefit from the District improvements but at a rate that coincides with the sporadic intensity of people use for the parcel. Non-Profit land use type is assessed at 0.25 EBU per gross acre. Parcels less than 1.00 gross acres are assigned a minimum of 0.25 EBU.

Vacant Residential — This land use is defined as property currently zoned for residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Non-Residential — This land use is defined as property currently zoned for any non-residential use, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 1.0 EBU per gross acre. Parcels less

than 1 gross acre are assigned a minimum of 1.0 EBU. Parcels over 50 gross acres are assigned a maximum of 50 EBU.

Exempt Parcels — This land use identifies properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited to, lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including greenbelts and parkways; utility right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, land use code designations, the Equivalent Benefit Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel’s individual EBU.

Land Use Codes and Equivalent Benefit Units

Property Type	Land Use Code	Equivalent Benefit Units	Multiplier
Single Family Residential	SFR	1.00	Lot/Parcel
Multi Family Residential	MFR	1.00	Unit
Developed Commercial	COM	4.00	Gross Acre
Non-Profit Parcel	NP	0.25	Gross Acre
Vacant Residential	RV	0.50	Lot/Parcel
Vacant Non-Residential	NRV	1.00	Gross Acre
Exempt Parcel	XMT	0.00	Parcel

The benefit formula applied to parcels within the District is based on the preceding Equivalent Benefit Unit (EBU) table. Each parcel’s EBU correlates the parcel’s special benefit received as compared to all other parcels benefiting from the improvements.

The following formula is used to calculate each parcel’s EBU (proportional benefit).

$$\text{Parcel Type EBU} \times \text{Acreage/Dwelling Units/Parcel/Lot} = \text{Parcel EBU}$$

The total number of Equivalent Benefit Units (EBUs) is the sum of all individual EBUs applied to parcels that receive a special benefit from the improvement. An

assessment amount per EBU (Rate) for each improvement is established by taking the total cost of the improvement and dividing that amount by the total number of EBUs of all parcels benefiting from the improvement. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for that improvement.

$$\text{Total Balance to Levy} / \text{Total EBU} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

D. Assessment Range Formula

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (*California Constitution Articles XIII C and XIII D*), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. Commencing with fiscal year 2011/2012, the amount of the assessment for the District is proposed to increase each year, based upon the Consumer Price Index, All Urban Consumers, for the Los Angeles-Orange-Riverside County Area ("CPI"), as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor. The Engineer shall compute the percentage difference between the CPI for February of each year and the CPI for the previous February, and shall then adjust the existing assessment by an amount not to exceed such percentage for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living.

The Assessment Range Formula shall be applied to all future assessments within the District. Generally, if the proposed annual assessment (levy per EBU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment (approved by property owners within the District) adjusted annually by the CPI.

The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EBU less than or equal to this Maximum Assessment) is not

considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual assessment may remain unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessment for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment, then the assessment is considered an increased assessment and would be subject to balloting.

IV. DISTRICT BUDGET

City of Tehachapi	
2011/2012 Budget Worksheet	
DRAINAGE BENEFIT ASSESSMENT DISTRICT No. 1 (PARCEL MAP 11353)	
Fund Number 20634	
Levy Components	Budget
DIRECT COSTS (Basin Maintenance)	
Basin prep for rainy season	\$581
Weekly maintenance during rainy season	3,776
Weekly maintenance during non-rainy season	944
Pump station service visits (2/year)	1,962
Misc. equipment fees	790
Total Maintenance Costs	<u>\$8,053</u>
DIRECT COSTS (Power Costs)	
Power Consumption	\$589
Pumps	79
Total Power Costs	<u>\$668</u>
DIRECT COSTS (Pump Replacement)	
Pump and Motors (\$30,000 every 15 years)	\$3,636
Electrical Equipment (\$10,000 every 30 years)	921
Total Replacement Cost per year	<u>\$4,557</u>
ADMINISTRATION COSTS	
Levy Administration and Professional Services	\$2,417
Printing and Publishing	52
Mailing and Postage	52
County Collection Fee	15
City Overhead and Administration	1,361
Total Administration Costs	<u>\$3,897</u>
COLLECTIONS/(CREDITS) APPLIED TO LEVY	
TOTAL DIRECT AND ADMIN COSTS	\$17,175
Balance to Levy (Budgeted)	<u>\$17,175</u>
DISTRICT STATISTICS	
Total Parcels	15
Total Parcels Levied	14
Total EBU's	92.40
Proposed Levy per Benefit Unit	\$185.88
Applied Levy per Benefit Unit	\$185.88
Maximum Levy per Benefit Unit (Prior Fiscal Year)	\$181.75
Maximum Levy per Benefit Unit (FY 2011/2012)	\$185.88

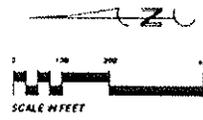
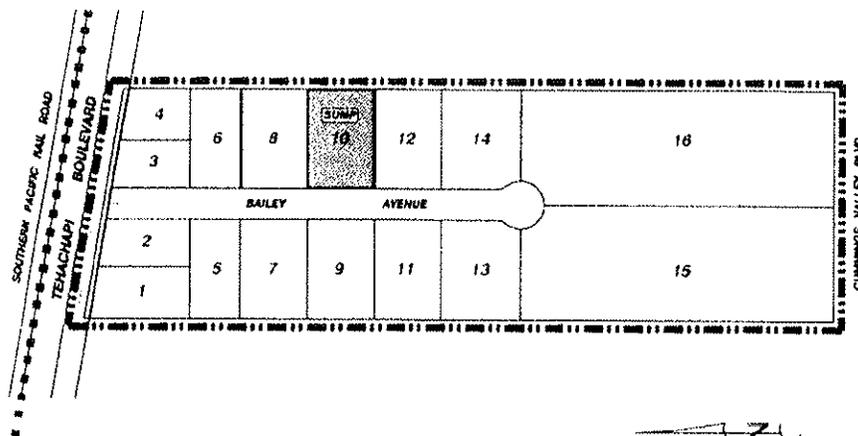
APPENDIX A – DISTRICT DIAGRAM

The parcels within the City of Tehachapi Drainage Benefit Assessment District No. 1 (Parcel Map 11353), consist of all lots, parcels and subdivisions of land located in Parcel Map 11353. The District includes Kern County Assessor's Parcel Map Book 223, Page 190, Parcel 15. This County Assessor's Parcel Map, the Assessment Roll, and Exhibit 1 constitute the District Assessment Diagram. A copy of the County Assessor's Parcel Map is shown on the following page.



Respecting Our Past. Planning Our Future.

Tehachapi Drainage Benefit Assessment District No. 1
(Parcel Map 11353)



APN: 273-130-15
PROPOSED NO. OF ASSESSABLE PARCELS: 16
ASSESSABLE ACREAGE: 23.95

LEGEND

- DISTRICT BOUNDARY
- SUMP

NOTE: The quantities depicted on this map are subject to change and details refer to the approved Developer plans on file with the City Engineer. For parcel detail, please refer to the approved County Assessor's Map.

DATE: DECEMBER 1, 2008

APPENDIX B - ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared.

Non-assessable lots or parcels may include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Properties outside the District boundary receive no direct or special benefits from the improvements provided by the District and are not assessed.

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared. The land use classification for each parcel is based on the Kern County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, shall be submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Approval of this Report (as submitted or as modified) confirms the method of apportionment and the maximum assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for the fiscal year. The parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for the fiscal year.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.