

# **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, June 6, 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, JUNE 6, 2011 - 6:00 P.M. - PG. 2**

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

**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 18-11  
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 May 16, 2011 and special meeting on May 19, 2011- **APPROVE AND FILE**
- \*4. RV Peddler requests utilizing city streets in Capital Hills for RV show and sales event for 10 days on 7/8/11 through 7/17/11. The applicant will be selling RVs from 8:00 am until dusk - **APPROVE THE SPECIAL USE APPLICATION AND AGREEMENT FOR RV PEDDLER, SUBJECT TO CITY CONDITIONS**
- \*5. Tehachapi Mountain Rodeo Association requests utilizing the Tehachapi Rodeo Grounds located on the Airport for the Benz Bad Bulls - Professional Bull Riding event. The event will be held on July 4, 2011, starting at 4:00 pm and ending at 9:00 p.m. – **APPROVE THE BENZ BAD BULLS – PROFESSIONAL BULL RIDING EVENT SPECIAL EVENT APPLICATION AND ASSOCIATED APPLICANT REQUESTS, AND APPROVE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEHACHAPI MOUNTAIN RODEO ASSOCIATION SUBJECT TO CITY ATTORNEY REVIEW AND APPROVAL**
- \*6. Tehachapi Society of Pilots (TSP) requests utilizing the Tehachapi Municipal Airport for the 9<sup>th</sup> Annual Celebration of Flight. This event will be held on September 24 – 25, 2011 from 8:00 a.m. until 2:00 p.m. – **APPROVE THE 9<sup>TH</sup> ANNUAL CELEBRATION OF FLIGHT SPECIAL EVENT APPLICATION AND THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI SOCIETY OF PILOTS**
- \*7. Main Street Tehachapi has submitted a special use application for the Chili Cook-off event to be held on June 18, 2011, starting at 11:00 a.m. and ending at 5:00 p.m. They have requested the closure for F Street from Curry Street to Robinson Street and the closure of Green Street from Tehachapi Boulevard to E Street. This application was not received in time to gather all staff conditions prior to the publishing of the agenda, conditions received prior to the meeting will be presented at the meeting – **APPROVE THE CHILI COOK-OFF SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS**

**FINANCE DIRECTOR REPORTS**

- \*8. Disbursements, bills, and claims for May 12, 2011 through June 1, 2011 – **AUTHORIZE PAYMENTS**

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

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**POLICE CHIEF REPORTS**

9. CodeRed is a web-based emergency notification system that allows select members of City staff to send out emergency information to targeted recipients via telephone, cell phone, text message, and e-mail. On Wednesday, June 8<sup>th</sup>, the Police Department will activate the first "all call" using the system's default database to send out a test message encouraging the public to register their cell phones, e-mail addresses, and unlisted numbers through the city's website – **INFORMATIONAL REPORT**
  
10. Staff is seeking approval from the City Council to apply for the COPS Hiring Program to fund entry level salary and benefits for one police officer for a three year period. The grant conditions do require the City to retain any grant funded position for at least one year from the end of the grant funded period. The grant conditions also require the Police Chief and the City Manager to sign all appropriate documents with the authorization of the City Council – **ADOPT A RESOLUTION AND APPROVE THE COPS HIRING PROGRAM GRANT APPLICATION AND ALLOW THE POLICE CHIEF AND CITY MANAGER TO SIGN THE APPLICATION AND ALL FUTURE TRANSACTIONS WITH REGARD TO SAID GRANT**

**COMMUNITY DEVELOPMENT DIRECTOR REPORTS**

11. Consider a Resolution and associated cooperative agreement between the City of Tehachapi and the County of Kern to re-establish our participation with the Kern County Community Program Department for three (3) years commencing with fiscal year 2012/2013 and continuing through fiscal year 2014/2015 – **ADOPT A RESOLUTION AND ASSOCIATE AGREEMENT TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE COUNTY OF KERN RELATIVE TO PURSUING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**
  
12. Council requested the issue of wind parks encroachment on residential communities be placed on the agenda and that a letter in opposition be prepared – **FORMALLY OPPOSE WIND PARKS IN THE GREATER TEHACHAPI REGION AND DRAFT A LETTER TO THE KERN COUNTY PLANNING DEPARTMENT EXPRESSING THIS POSITION**

**CAPITAL PROJECTS MANAGER REPORTS**

- \*13. An agreement between the City of Tehachapi and Kiddie Amusements Inc., for entertainment at the July 4<sup>th</sup> Hotdog Festival at Philip Marx Central Park. No payment for these services will be rendered – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND KIDDIE AMUSEMENTS INC**
  
14. On March 24, 2011, bids were opened for the upgrade project to our Wastewater Treatment Plant. This project includes a sludge dewatering system, a new administration building, and a de-nitrification process. The lowest responsive bidder was W.M. Lyles Co. – **AWARD THE WASTEWATER TREATMENT PLANT UPGRADE PROJECT TO W.M. LYLES CO. IN THE AMOUNT OF \$3,773,060.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 7% OF THE ORIGINAL CONSTRUCTION CONTRACT AMOUNT AND AUTHORIZE THE MAYOR, OR HIS DESIGNEE, TO SIGN THE FINANCING AGREEMENT, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY MANAGER, CITY ATTORNEY AND THE FINANCE DIRECTOR**

**CITY MANAGER REPORTS**

15. **PUBLIC HEARING** - This action by the City Council orders the levy of assessments within the Landscaping and Lighting District No. 1 for fiscal year 2011/2012 - **OPEN HEARING; NOTICE OF PUBLIC HEARING AND; CORRESPONDENCE; STAFF REPORT; RECEIVE PUBLIC COMMENT; CLOSE HEARING; STAFF RECOMMENDATION; ADOPT A RESOLUTION AMENDING AND/OR APPROVING THE FINAL ENGINEER'S REPORT REGARDING THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT #1, AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2011/2012; ADOPT A RESOLUTION ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT #1, FOR FISCAL YEAR 2011/2012**
  
16. **PUBLIC HEARING** - This action by the City Council orders the levy of assessments within Drainage Benefit Assessment District No. 1 for fiscal year 2011/2012 - **OPEN HEARING; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; STAFF REPORT; RECEIVE PUBLIC COMMENT; CLOSE HEARING; STAFF RECOMMENDATION; ADOPT A RESOLUTION APPROVING THE ANNUAL ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1, FOR FISCAL YEAR 2011/2012, PURSUANT TO THE PROVISIONS OF THE BENEFIT ASSESSMENT ACT OF 1982**

**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, May 16, 2011 – 6:00 P.M.

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

### ACTION TAKEN

#### CALL TO ORDER

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

#### ROLL CALL

Roll call by City Clerk Denise Jones.

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

Absent: None

#### INVOCATION

By Rev. Diane Ryder of the Tehachapi Community Church

#### PLEDGE TO THE FLAG

Led by Chris Kirk

#### CONSENT AGENDA

Approved consent agenda

Approved Consent Agenda  
Ve/Re 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 Phil Wyman's comments about the Pahnamid Energy Project. Council directed staff to prepare a letter for council approval, at next meeting, opposing the Pahnamid Energy Project.

**ACTION TAKEN**

- b. Carl Gehricke, city resident, asked about downtown project and how it will affect the streets around his business.
- c. David Butler, city resident, spoke about location of Farmer's Market.
- d. Liz Fox, city resident, thanked city staff and council for improvements to Tehachapi and thanked Main Street for downtown events.

**CITY CLERK REPORTS**

\*2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**

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

\*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 - **APPROVED AND FILED.**

Approved & Filed  
Ve/Re Ayes All

\*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 – **APPROVED THE SPECIAL USE APPLICATION FOR FRIENDS OF THE TEHACHAPI DEPOT, SUBJECT TO CITY CONDITIONS**

Approved The Special Use Application For F.O.T.D., Subject To City Conditions  
Ve/Re Ayes All

\*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) – **APPROVED AMERICAN LEGION'S MEMORIAL DAY PARADE APPLICATION AND STREET CLOSURES, SUBJECT TO CITY CONDITIONS**

Approved American Legion's Memorial Day Parade Application & Street Closures, Subject To City Conditions  
Ve/Re Ayes All

\*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. – **APPROVED THE SPECIAL USE APPLICATION FOR MAIN STREET AND CLOSURE OF TEHACHAPI BLVD., SUBJECT TO CITY CONDITIONS.**

Approved The Special Use Application For Main Street & Closure Of Tehachapi Blvd., Subject To City Conditions  
Ve/Re Ayes All

**FINANCE DIRECTOR REPORTS**

\*7. Disbursements, bills, and claims for 4/13/2011 through 5/9/2011 – **AUTHORIZED PAYMENTS.**

Authorized Payments  
Ve/Re Ayes All

**ACTION TAKEN**

\*8. City of Tehachapi Treasurer's Report through April 2011 – **RECEIVED REPORT.**

Received Report  
Ve/Re Ayes All

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 – **FINANCE DIRECTOR HANNAH CHUNG GAVE REPORT; COUNCILMEMBER VERNON EXPRESSED HER APPRECIATION FOR STAFF'S HARD WORK ON THIS RFP AND ASKED IF THE AMOUNT COULD INCREASE; COUNCILMEMBER SMITH ASKED WHICH CITIES WERE CONTACTED FOR REFERENCES; APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AUDITING SERVICES AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEAMAN, RAMIREZ & SMITH, INC.**

Approved & Authorized The Mayor To Sign The Auditing Services Agreement Between C.O.T. & Teaman, Ramirez & Smith, Inc.  
Re/Ve Ayes All

**COMMUNITY DEVELOPMENT MANAGER 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 – **COMMUNITY DEVELOPMENT DIRECTOR DAVID JAMES GAVE REPORT; WILLIAM NELSON, CITY RESIDENT COMMENTED ON CEQA PROCESS FOR THE NEW HOSPITAL; JEFF WRIGHT WITH HELI-PLANNERS IDENTIFIED HIMSELF; COUNCILMEMBER SMITH ASKED IF CURRENT HOSPITAL SITE IS COMPATIBLE WITH OUR AIRPORT AND ABOUT WHICH AGENCIES NEED TO SIGN-OFF ON THE HELIPAD; AUSTIN KALB, PILOT, ASKED ABOUT FUTURE INSTRUMENT APPROACHES; ADOPTED RESOLUTION NUMBER 11-11 AUTHORIZING THE TEHACHAPI VALLEY HEALTHCARE DISTRICT TO BUILD AND OPERATE A HELIPAD AT THE PROPOSED TEHACHAPI HOSPITAL CAMPUS.**

Adopted Res. No. 11-11 Authorizing The Tehachapi Valley Healthcare District To Build & Operate A Helipad At The Proposed Tehachapi Hospital Campus  
Re/Wi Ayes All

**CAPITAL PROJECTS REPORTS**

\*11. An agreement between the City of Tehachapi and the Tehachapi POPS Orchestra for entertainment at the July 4<sup>th</sup> Hotdog Festival at the Philip Marx Central Park. Payment for this entertainment will be in the amount of \$500.00 – **APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POPS ORCHESTRA.**

Approved Agreement Between C.O.T. & The Tehachapi Pops Orchestra  
Ve/Re Ayes All

\*12. An Agreement between the City of Tehachapi and the Bear Mountain Boys for entertainment at the July 4<sup>th</sup> Hotdog Festival at

Approved Agreement Between C.O.T. & The Bear Mountain Boys

**ACTION TAKEN**

Coy Burnett Stadium. Payment for this entertainment will be in the amount of \$250.00 – **APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE BEAR MOUNTAIN BOYS.**

Ve/Re Ayes All

\*13. An agreement between the City of Tehachapi and the Tehachapi Community Orchestra for entertainment at the July 4<sup>th</sup> Hotdog Festival at Coy Burnett Stadium. Payment for this entertainment will be in the amount of \$500.00 – **APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI COMMUNITY ORCHESTRA.**

Approved Agreement Between C.O.T & The Tehachapi Community Orchestra  
 Ve/Re Ayes All

\*14. An agreement between the City of Tehachapi and the Time Machine band for entertainment at the July 4<sup>th</sup> Hotdog Festival at Philip Marx Central Park. Payment for this entertainment will be in the amount of \$500.00 – **APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TIME MACHINE.**

Approved Agreement Between C.O.T. & The Time Machine  
 Ve/Re Ayes All

\*15. An Agreement between the City of Tehachapi and Pyro Spectaculars Inc. to provide the fireworks display at the July 4<sup>th</sup> Hotdog Festival at the Airport. Payment for this entertainment will be in the amount of \$20,000.00 – **APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC.**

Approved Agreement Between C.O.T. & Pyro Spectaculars, Inc.  
 Ve/Re Ayes All

**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 - **AUTHORIZED CITY ATTORNEY'S ATTENDANCE AT THE ANNUAL CONFERENCE OF THE LEAGUE OF CALIFORNIA CITIES FOR A COST OF NOT TO EXCEED \$250.00.**

Authorized City Attorney's Attendance At The Annual Conference Of The League Of California Cities For A Cost Of Not To Exceed \$250.00  
 Ve/Re Ayes All

**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

Adopted Res. No. 11-12 Initiating Procedures For Levy & Collection Of Assessments For The Fiscal Year 2011/2012; Adopted Res. No. 11-13 Preliminarily Approving The Engineer's

**ACTION TAKEN**

costs are funded through the assessments placed on the property tax bills – **CITY MANAGER GREG GARRETT GAVE REPORT; ADOPTED RESOLUTION NUMBER 11-12 INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2011/2012; ADOPTED RESOLUTION NUMBER 11-13 PRELIMINARILY APPROVING THE ENGINEER’S REPORT; AND ADOPTED RESOLUTION NUMBER 11-14 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.**

Report; & Adopted Res. No. 11-14 Declaring The City’s Intention To Levy & Collect Assessments, Which Sets The Time & Place Of The Public Hearing For Monday, June 6, 2011 At 6:00 P.M. Ve/Wi Ayes All

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 – **CITY MANAGER GREG GARRETT GAVE REPORT; ADOPTED RESOLUTION NUMBER 11-15 INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2011/2012; ADOPTED RESOLUTION NUMBER 11-16 PRELIMINARILY APPROVING THE ENGINEER’S REPORT; AND ADOPTED RESOLUTION NUMBER 11-17 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.**

Adopted Res. No. 11-15 Initiating Procedures For Levy & Collection Of Assessments For The Fiscal Year 2011/2012; Adopted Res. No. 11-16 Preliminarily Approving The Engineer’s Report; & Adopted Res. No. 11-17 Declaring The City’s Intention To Levy & Collect Assessments, Which Sets The Time & Place Of The Public Hearing For Monday, June 6, 2011 At 6:00 P.M. Sm/Ve Ayes All

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Councilmember Wiggins asked if City staff was paying attention to the county and state re-districting.
2. Councilmember Smith discussed the public session Cal Trans held regarding the interchange for Highway 223 and Highway 58.
3. Councilmember Vernon just returned from being in Sacramento and Washington D.C. for legislative meetings and expressed her appreciation to Main Street volunteers for all they do in the downtown area. Also commented on high speed rail meeting she attended.
4. Councilmember Reed remembered the anniversary of the death of Major Jason George, who passed away on May 21, 2010, in Afghanistan while serving our country.

5. Mayor Grimes reported on the rocket launch held at the Tehachapi Municipal Airport.

**ADJOURNMENT**

The City Council/Boards adjourned at 6:51 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Special Meeting to be held on Thursday, May 19, 2011, at 6:00 p.m.

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DENISE JONES  
City Clerk, City of Tehachapi

Approved this 6<sup>th</sup> day  
Of June, 2011.

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ED GRIMES  
Mayor, City of Tehachapi

# MINUTES

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

**TEHACHAPI HIGH SCHOOL GYMNASIUM  
801 SOUTH DENNISON ROAD  
MONDAY, May 19, 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 pm

### ROLL CALL

Roll call by City Clerk Denise Jones.

Present: Mayor Grimes, Councilmembers Smith, Vernon, Reed, and Wiggins

Absent: None

### PLEDGE TO THE FLAG

Led by Mayor Ed Grimes

### BUSINESS

- PUBLIC HEARING** - Consideration of an appeal by Henry L. Schaeffer on behalf of Tehachapi First, of a Planning Commission decision certifying the Environmental Impact Report (State Clearinghouse #2007081139), adopting a Statement of Overriding Considerations, and approving the Tehachapi Walmart Architectural Design & Site Plan Review No 2007-11 (Walmart) located east and adjacent to Tucker Road (SR 202), north and adjacent to the Sail Thru car wash and the Las Colinas subdivision, west of Antelope Run drainage and south of the Tehachapi Crossing Commercial Center for construction of a 165,000 square foot Walmart Supercenter – **COMMUNITY DEVELOPMENT DIRECTOR DAVID JAMES GAVE REPORT AND STAFF RECOMMENDATION;**

**RECEIVED AND FILED VIDEO, CORRESPONDENCE AND  
COMMENTS RECEIVED AFTER CLOSE OF PUBLIC  
HEARING**

Received & Filed  
Wi/Ve Ayes All

**ACTION TAKEN**

**COUNCILMEMBER SMITH ASKED ABOUT TRAFFIC SYNCHRONIZATION AND SIGNALIZATION, ASKED FOR CLARIFICATION OF THE RELATIONSHIP OF THE EIR CONSULTANT/WALMART/AND THE CITY, ASKED FOR CLARIFICATION ON THE IMPACT OF WALMART ON DOWNTOWN BUSINESSES, SPOKE ABOUT CITY'S CONTRIBUTIONS TO DOWNTOWN, AND ASKED ABOUT RETAIL DEMAND; COUNCILMEMBER VERNON ASKED ABOUT OVERRIDING CONSIDERATIONS, ASKED ABOUT SELECTION PROCESS FOR ALTERNATIVE SITES FOR PROJECT, AND ASKED ABOUT REDUCING GREENHOUSE GASES; COUNCILMEMBER WIGGINS EXPRESSED HER APPRECIATION FOR PUBLIC'S ATTENDANCE AT ALL MEETINGS, THANKED STAFF FOR THEIR EFFORTS ON THIS PROJECT, IS ASSURED THAT ALL EIR REQUIREMENTS HAVE BEEN MET, AND ASKED ABOUT HOW WE ARE ADDRESSING HOW BUSINESSES WILL BE AFFECTED DURING CONSTRUCTION; COUNCILMEMBER REED ASKED ABOUT APPLICANT MITIGATING ISSUES CAUSED BY CONSTRUCTION; MAYOR GRIMES ASKED ABOUT CRIME STUDY THAT WAS DONE;**

**ADOPTED RESOLUTION NUMBER 18-11 OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI DENYING THE APPEAL FILED BY HENRY L. SCHAEFFER ON BEHALF OF TEHACHAPI FIRST OF THE TEHACHAPI PLANNING COMMISSION DECISION TO CERTIFY THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NUMBER 2007081139) AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE TEHACHAPI WAL-MART ARCHITECTURAL DESIGN AND SITE PLAN REVIEW NUMBER 2007-11**

**ADOPTED RESOLUTION NUMBER 19-11 OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI UPHOLDING THE PLANNING COMMISSIONS CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NUMBER 2007081139) AND A STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE TEHACHAPI WAL-MART ARCHITECTURAL DESIGN AND SITE PLAN REVIEW NUMBER 2007-11**

**ADOPTED RESOLUTION NUMBER 20-11 OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI UPHOLDING THE PLANNING COMMISSION DECISION TO APPROVE ARCHITECTURAL DESIGN AND SITE PLAN REVIEW NUMBER 2007-11 SUBJECT TO CONDITIONS OF**

**Adopted Res. No. 18-11 Of The City Council Of C.O.T. Denying The Appeal Filed By Henry L. Schaeffer On Behalf Of Tehachapi First Of The Tehachapi Planning Commission Decision To Certify The Environmental Impact Report (State Clearinghouse No. 2007081139) & Adopting A Statement Of Overriding Considerations For The Tehachapi Wal-Mart Architectural Design & Site Plan Review No. 2007-11  
Wi/Re Ayes All**

**Adopted Res. No. 19-11 Of The City Council Of C.O.T. Upholding The Planning Commissions Certification Of The Environmental Impact Report (State Clearinghouse No. 2007081139) & A Statement Of Overriding Considerations For The Tehachapi Wal-Mart Architectural Design & Site Plan Review No. 2007-11  
Ve/Sm Ayes All**

**Adopted Res. No. 20-11 Of The City Council Of C.O.T. Upholding The Planning Commission Decision To Approve Architectural Design & Site Plan Review Number 2007-11 Subject To Conditions Of Approval With**

**ACTION TAKEN**

**APPROVAL WITH THE ADDITION OF CONDITION NUMBER  
133 AND ENTER INTO AN INDEMNIFICATION AGREEMENT  
WITH THE CITY OF TEHACHAPI**

The Addition Of Condition  
No. 133 & Enter Into An  
Indemnification Agreement  
With C.O.T.  
Sm/Ve Ayes All

**ADJOURNMENT**

The City Council adjourned at 7:10 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, June 6, 2011, at 6:00 p.m.

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DENISE JONES  
City Clerk, City of Tehachapi

Approved this 6<sup>th</sup> day  
Of June, 2011.

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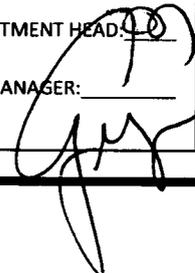
ED GRIMES  
Mayor, City of Tehachapi



# COUNCIL REPORTS

**AGENDA SECTION: CITY CLERK**

**MEETING DATE: JUNE 6, 2011**

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: _____

**TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS**

**FROM: DENISE JONES, CITY CLERK**

**DATE: JUNE 2, 2011**

**SUBJECT: RV PEDDLER**

## APPLICANT AND ORGANIZATION

RV Peddler

## EVENT DESCRIPTION

RV show and sales for 10 days between 7/8/11 through 7/17/11. The applicant will be selling RVs from 8:00 am until dusk.

## APPLICANT REQUESTS

- Closure of Challenger Drive from Athens Street to Zurich Street
- Closure of Capital Hills Parkway from Challenger Drive to Magellan Drive
- Street Barricades from Public Works Department

## STAFF CONDITIONS

**Administration:** Applicant must provide correct insurance documentation prior to the event  
 Applicant must obtain DMV permit prior to the event  
 Applicant must obtain appropriate sellers permit for event  
 Applicant must pay all fees prior to the event

**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.

**Business License:** Applicant must renew their business license.

## RECOMMENDATION

**APPROVE THE SPECIAL USE APPLICATION AND AGREEMENT FOR RV PEDDLER, SUBJECT TO CITY CONDITIONS AND CITY ATTORNEY APPROVAL OF THE AGREEMENT**



Project No. \_\_\_\_\_

# SPECIAL USE/EVENT APPLICATION

Applicant's Name RV PEDDLER Phone Number +1 (661) 392-7400

Organization RV PEDDLER

Address 8730 GOLDEN STATE HWY

City BAKERSFIELD State CA Zip Code 93308

Event Contact BYRON PAGE AND LIZ EPSTEIN Phone Number +1 (661) 392-7400

Address 8730 GOLDEN STATE HWY

City BAKERSFIELD State CA Zip Code 93308

Event Date(s) 7/18/11 to 7/17/11 Event Time(s) 11 Sunday 8-dark (dusk)

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

RV SHOW AND SALE

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

Date 03/22/2011

<input type="checkbox"/> CM	<input type="checkbox"/> PW	<input type="checkbox"/> A	<input type="checkbox"/> HD
<input type="checkbox"/> ACM	<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

### Special Event Information Sheet

<b>Event Applicant</b> Name <u>RV PEDDLER</u> Address <u>8730 GOLDEN STATE HWY</u> City <u>BAKERSFIELD</u> State <u>CA</u> Zip Code <u>93308</u> Phone Number <u>+1 (661) 392-7400</u> Signed By _____	<b>Facility/Property Owner</b> Name <u>CITY OF TEHACHAPI</u> Address _____ City _____ State _____ Zip Code _____ Phone Number _____ Signed By _____
---	--

<b>Site Information</b>	
Address <u>CAPITAL HILLS DEVELOPMENT</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.)  
 SELLING OF NEW AND USED RV'S IN THE CAPITAL HILLS DEVELOPMENT  
 M-SUNDAY 8:00 TO DARK

- Please Attach The Following Items To The Application:**
- Insurance Certificate (If on City property special event insurance can be purchased from the City)
  - Deposit (When required by the City)
  - Plot Plan ( Include vicinity maps to illustrate access routes, staging areas, parking activities, etc.)
  - List Of Vendors

**Please Describe How The Following Will Be Accomplished:**

Street Barricades \_\_\_\_\_

Traffic Control NONE NEEDED

Crowd Control NONE NEEDED

Utility Services: Water, Sewer, Electric \_\_\_\_\_

Lights \_\_\_\_\_

Dust Control \_\_\_\_\_

Site Clean-up & Maintenance \_\_\_\_\_

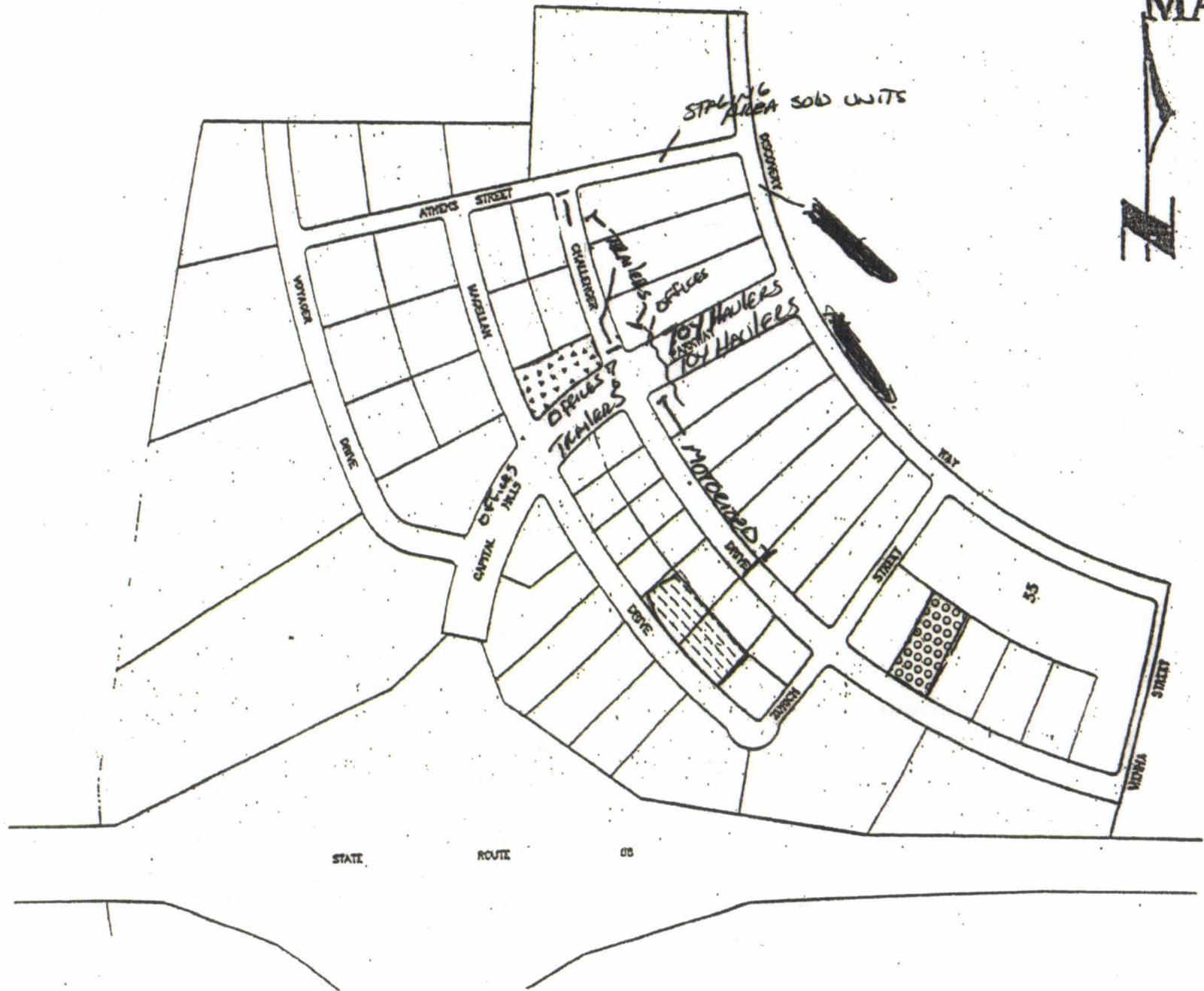
Security Night Guard

Site Facilities \_\_\_\_\_

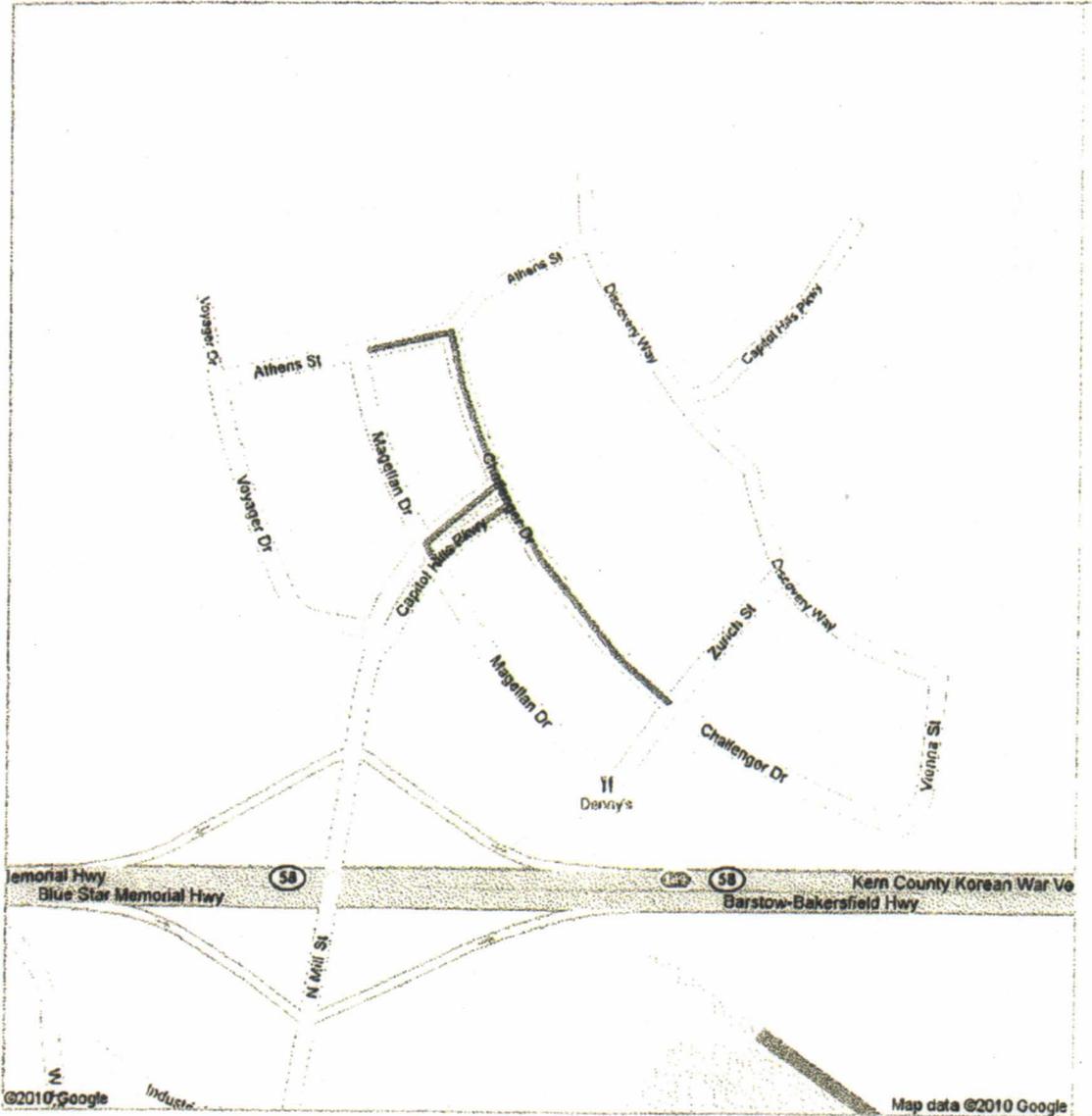
Health Dept. \_\_\_\_\_

CAPITAL HILLS

MAP



# EXHIBIT A



**RV Peddler**  
 RV Peddler RV Show

Trailers & Motorized

**Starting from Athens St**

- 1 Head east on Athens St toward Challenger Dr - go 10 ft
- 2 Take the 1st right onto Challenger Dr - go 0.3 mi  
 Destination will be on the right

**Arriving at Challenger Dr**

Toy Haulers

**Starting from Capitol Hills Pkwy**

- 1 Head southwest on Capitol Hills Pkwy toward Magellan Dr - go 33 ft
- 2 Make a U-turn at Magellan Dr - go 486 ft
- 3 Make a U-turn at Challenger Dr - go 436 ft

**Arriving at Capitol Hills Pkwy**

Staging Area

**Starting from Athens St**

- 1 Head east on Athens St toward Challenger Dr - go 318 ft

**Arriving at Athens St**

## 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

3-22-2011

Date



RECEIVED  
JUN 02 2011  
CITY OF TEHACHAPI

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 27 day of May, 2011 by and between the CITY OF TEHACHAPI ("City") and R. V. PEDDLER, INC., a California Corporation ("Licensee"),

### WITNESSETH:

WHEREAS, Licensee has requested the use of the following City streets described in Exhibit "A" hereto and by this reference made a part hereof (the "Premises") for the sole purpose of displaying and selling recreational vehicles (the "Approved Use"); and

WHEREAS, City is agreeable to Licensee's use of the Premises for the Approved Use under the terms and conditions described hereinafter and Licensee is agreeable to same.

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 grants to Licensee a revocable license to use the Premises for the Approved Use subject to the terms and conditions described hereinafter. The term of this Agreement shall be for ten (10) consecutive days commencing on July 8, 2011 and ending on July 17, 2011 (the "Term") and between the hours of 8:00 a.m. -7:00 p.m. each day unless sooner terminated as hereinafter described. No part of the Term shall be on July 4, 2011. Prior to Licensee using the Premises for the Approved Use, Licensee shall pay City One Thousand Five Hundred Dollars (\$1,500) which shall represent a nonrefundable fee (the "Fee") for the use of the Premises. In the event City terminates this Agreement due to a breach by Licensee of its obligations hereunder, no part of the Fee shall be refundable. If City terminates this Agreement without cause, then City shall refund a prorata share of the Fee based on the number of days still remaining on the Term at the time of termination and based on an amount of One Hundred Fifty Dollars (\$150) per day.
3. Licensee acknowledges that it has investigated the Premises and fully understands that the Premises are not maintained for the Approved Use, that they may be dangerous to use, and that there are significant hazards on the Premises which make injury or damage to persons and property likely to occur. Licensee agrees to assume the full and complete risk of the use of the Premises. Licensee agrees to accept the Premises "AS IS".
4. Licensee may use the Premises only for the Approved Use. With regard to same, Licensee's use shall be limited to displaying no more than 150 vehicles on any given

day. Licensee shall be solely responsible for its vehicles and all other personal property brought on to the Premises by Licensee or those acting on its behalf. Except as described herein, Licensee shall make no other use of the Premises without the express written consent of City. Licensee shall not bring on to the Premises, use, or authorize or allow the use of any hazardous material on the Premises. In addition to the foregoing, Licensee shall be responsible and liable for the following:

(a) No representatives of Licensee nor persons acting through it or under its control nor any customers or potential customers or visitors or guests shall trespass on to or otherwise use the real property or facilities adjoining the Premises and no part of same shall be disturbed or damaged in any way; and

(b) Licensee shall cause barricades, signs, security services, and other similar devices to be installed in appropriate locations along the Premises for the purpose of blocking off the Premises from vehicular traffic or other traffic to insure safety of Licensee, its employees, contractors, customers, guests, and others visiting the Premises and same shall be to City specifications and at Licensee's sole cost and expense; and

(c) Licensee shall provide appropriate sanitary facilities at Licensee's sole cost and expense; and

(d) Licensee shall not allow alcoholic beverages on the Premises; and

(e) Licensee shall not damage the Premises and shall immediately remove any personal property directed to be removed by the City Manager or his representative; and

(f) Licensee shall provide an area on the Premises for adequate parking for anticipated customers and guests and for its employees, salespersons, and contractors; and

(g) Licensee shall not erect any signage except with City's prior approval; and

(h) Licensee shall not obstruct any signs on adjacent properties including, without limitation, "For Sale" signs, nor interfere with persons wishing to access such properties in order to inspect them or otherwise pursue lawful activities on them; and

(i) Licensee shall fully comply with and abide by all conditions imposed on Licensee's use of the Premises set forth in the Special Use Permit issued by the City of Tehachapi.

5. Licensee, for itself and its respective officers, directors, shareholders, partners, employees, contracts, agents, investors, and representatives (hereinafter "Licensee and Others") hereby releases City, its officers, Councilmembers, employees, agents, and

representatives (hereinafter "City and Others") from any and all claims, rights, demands, liabilities, obligations, judgments, injuries, damages, attorney's fees, actions, and causes of action, in law, equity, or otherwise ("Claims"), relating to or arising out of Licensee's use of the Premises, and the foregoing shall also apply to any Claims attributable in whole or in part or in any way to any act or omission to act or any negligence or intentional act whatsoever of City. Licensee hereby expressly waives the benefits of the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

6. Licensee shall acquire and maintain a policy of comprehensive general public liability insurance covering Licensee's acts and omissions on the Premises. The policy shall be in amounts not less than \$1 million per occurrence and shall name City and Others as additional insureds. The policy shall not be cancelable nor may coverage be reduced without 10 days prior written notice to City. The policy shall be primary insurance and City's insurance shall not be called upon to pay any Claims related thereto until the full amount of Licensee's policy has been used. The policy shall designate the Premises as covered by the policy. Licensee shall provide City with a certificate of insurance and appropriate endorsements showing compliance with the foregoing, which certificate and endorsements shall be provided to City prior to Licensee entering on or utilizing the Premises. Licensee shall provide City with a copy of Licensee's insurance policy, including declarations page and all endorsements and exclusions, and Licensee shall not utilize the Premises until City has approved the contents of the policy in writing.

7. Licensee and Others hereby indemnify, agree to defend (at City's option), and hold harmless City and Others from any and all Claims arising out of or related to Licensee's use of the Premises and the foregoing shall also apply to any Claims attributable in whole or in part or in any way whatsoever to any act or omission to act or any negligence or any intentional act whatsoever of City.

8. Licensee shall not damage the Premises, any fixtures thereon, or any personal property contained thereon or any other part of the Premises or adjoining properties. If City, in City's sole discretion, determines that Licensee has caused damage, City shall notify Licensee within 30 days of its discovery of the damage and City may make the repairs or cause the repairs to be made at the sole and exclusive expense of Licensee. Licensee shall thereafter reimburse City within 10 days of receipt of City's invoice for the repair of the damage. The amount of the damage shall accrue interest at the rate of 10% simple interest per annum after 10 days from the date of the invoice if reimbursement has not then been made. Licensee shall not interfere with other uses of the Premises whether by City or others

authorized by City or users of the adjoining properties and shall take instruction and orders from City representatives to prevent such interruption.

9. City may terminate this Agreement due to a breach by Licensee of this Agreement or a failure by Licensee to perform any of the obligations required hereunder and such termination shall be effective immediately upon notification of any representative of Licensee on the Premises either in writing or verbally, in City's sole discretion, and if no representative is available, by notification to any salesperson or other person on the Premises on behalf of Licensee or if none, then without notice. In the event of a termination based on the foregoing, no part of the Fee shall be refundable. City may terminate this Agreement at any time without cause upon twenty-four (24) hours notice, which may be either written or verbal in the City's sole discretion, to the person designated in Paragraph 14 hereof and in the event of such termination, City shall refund the prorata share of the Fee based on One Hundred Fifty Dollars (\$150.00) per day for each day of the Term which would have been remaining but for termination. **IN THE EVENT CITY TERMINATES THIS LICENSE AT ANY TIME WITHOUT CAUSE AT CITY'S SOLE AND EXCLUSIVE DISCRETION, LICENSEE SHALL IMMEDIATELY CEASE ALL ACTIVITIES ON THE PREMISES AND VACATE THE PREMISES.** In the event of such a termination, Licensee agrees that City shall have and incur no liability, including without limitation, for injuries or damages to Licensee.

10. Licensee shall comply with all requirements with all governmental authorities, enforce either now or in the future, affecting the Premises or the Approved Use, and shall faithfully observe in its use all laws, rules and regulations of those authorities, in force either now or in the future including, but not limited to, all such laws, statutes, rules, regulations, ordinances, resolutions, and minute orders of all federal, state, and local authorities, and of the City of Tehachapi.

11. The covenants and agreements herein contained are binding on Licensee and its respective officers, directors, shareholders, partners, employees, contractors, agents, investors, representatives, successors, and assigns.

12. In the event either party commences suit or action in any court of competent jurisdiction which arises out of, relates to, or is to interpret or enforce any condition, term, or provision of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

13. This Agreement shall be governed by the laws of the State of California. Venue for any legal action or other proceeding with regard to this Agreement shall be in Kern County, California.

14. Any notice which may be given during the term of this Agreement shall be deemed received when deposited in the United States mail, postage prepaid, first class mail, addressed as follows: City – Jason Caudle, 115 South Robinson Street, Tehachapi, CA 93561; and Anthony J. Moreno, R. V. Peddler, Inc., 8730 Golden State Highway, Bakersfield, California 93308. Any party's address may be changed by giving notice thereof to the other party in the manner described herein.

15. Licensee represents and warrants as follows:

(a) That it is a Corporation duly organized and validly existing under the laws of the State of California and in good standing in the State of California;

(b) That it is solvent and has not filed a petition in bankruptcy nor has one been filed against it nor does it contemplate the filing of same;

(c) That the person signing this Agreement on behalf of Licensee is authorized, by his or her signature alone, to do so and to thereby bind Licensee to same; and

(d) That it has the skill, training, and expertise to conduct safely and without undue risk of injury or damage to others or things the Approved Use.

16. The parties agree that this Agreement has been the product of negotiation between the parties and that any interpretation of a provision or provisions of this Agreement shall be made without regard to which of the parties drafted this Agreement and shall not create a rebuttable presumption against the party who drafted same.

17. This Agreement represents the final expression of the agreement between the parties with regard to the subject matter herein and a complete and exclusive statement of the terms thereof. This Agreement supersedes, extinguishes, and is in lieu of any and all other agreements, negotiations, understandings and representations which may have been made or entered into by and between the parties.

18. The waiver by either party of any breach of this Agreement shall not be construed to be a continuing waiver or a waiver of any subsequent breach.

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

20. All amendments to this Agreement shall be in writing and must be signed by all parties.

21. Licensee may not assign, sublet, license, encumber, or otherwise transfer, either voluntarily or involuntarily, its rights, interests, or obligations, or any part thereof, hereunder without the prior written consent of City which consent may be given or denied at the sole and exclusive discretion of City.

22. City does not represent or warrant the condition of the Premises nor its usability for the purposes for which Licensee is authorized to use it.

23. Upon termination of this Agreement, Licensee shall return the Premises to City in the same condition as Licensee received it or better, reasonable wear and tear excepted. Licensee shall be liable for any and all damages caused to the Premises and for the clean up of any hazardous material or hazardous waste left on the Premises as of Licensee's use thereof.

24. This Agreement may be executed in counterparts each of which shall be deemed an original but all of which when taken together shall constitute but one and the same agreement.

WHEREFORE, the parties have executed this Agreement on the date first hereinabove written.

\_\_\_\_\_  
ED GRIMES, Mayor of the City of Tehachapi,  
California

R. V. PEDDLER, INC., a California  
Corporation, ~~Licensee~~

By:   
\_\_\_\_\_  
Name: ANTHONY J. MORENO

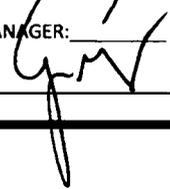
Its:



# COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: JUNE 6, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

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**TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS**

**FROM: DENISE JONES, CITY CLERK**

**DATE: JUNE 2, 2011**

**SUBJECT: BENZ BAD BULLS – PROFESSIONAL BULL RIDING EVENT**

---

## APPLICANT AND ORGANIZATION

Jeff Kermode, Tehachapi Mountain Rodeo Association

## EVENT DESCRIPTION

The Benz Bad Bulls – Professional Bull Riding Event will be held on 7/04/2011 starting at 4:00 pm and ending at 9:00 pm. The event will be held on the Rodeo Grounds and is open to the public.

## APPLICANT REQUESTS

- Traffic, Crowd Control & Security will be provided by Tehachapi Police Department

## STAFF CONDITIONS

As this is an annual event staff does not foresee any issues

## RECOMMENDATION

APPROVE THE BENZ BAD BULLS – PROFESSIONAL BULL RIDING EVENT SPECIAL EVENT APPLICATION AND ASSOCIATED APPLICANT REQUESTS, SUBJECT TO CITY CONDITIONS AND CITY ATTORNEY APPROVAL OF THE AGREEMENT



RECEIVED  
CITY OF TEHACHAPI  
115 South Robinson Street  
Tehachapi, CA 93561-1722  
www.tehachapicityhall.com

## SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Mountain Rodeo Association

Event Contact Dal Bunn

Phone Number +1 (661) 331-5650

Address PO Box 63

City Tehachapi

State CA

Zip Code 93581

E-mail Address theloopranch@yahoo.com

Event Name Benz Bad Bulls - Professional Bull Riding Event

Event Location Tehachapi Rodeo Grounds

Event Date(s) July 4, 2011

Event Time(s) 4:00 PM - 9:00 PM

**Describe Event: (Street Closures, Activities, Participation, Etc.)**

Professional bull riding event followed by viewing of City fireworks show. Alcoholic and non-alcoholic beverages will be sold by the rodeo committee. Food will be sold by commercial vendors and/or non-profit groups. Event will be contained on rodeo grounds. No street closures will be required.

NOTE: Insurance will be provided by same insurer as in past years with same coverage and wording as in past years. Policy renews on July 1, 2011 and new certificates will be provided prior to event.

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? Generate funds for PRCA rodeo in August. Balance will be given as charitable donations.

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No

If Yes, what is A.B.C. Permit No? One day permit is pending.

Event Name Benz Bad Bulls

Event Date(s) July 4, 2011

**Please Describe How The Following Will Be Accomplished:**

Street Barricades N/A

Traffic Control TPD Officers, VIPs, and Explorers following event.

Crowd Control TPD officers and private security.

Utility Services: Water, Sewer, Electric On-site.

Lights On-site.

Dust Control Grindings provided by City staff and frequent use of water trucks in arena and parking areas.

Site Clean-up & Maintenance Clean up will be done by rodeo committee and/or non-profit group.

Security TPD officers and private security.

Site Facilities Site facilities are primarily maintained by rodeo committee with assistance from city staff.

Health Dept. Appropriate permits will be obtained.

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



Date 05-26-2011

**Office Use Only**

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

CM  PW  A  HD

CPM  CD  P  BL

LC  BI  F  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.

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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.

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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.

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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.

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**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   
Date 5/26/2011



Event Name Benz Bad Bulls

Date July 4, 2011

Department

[Empty box for Department name]

Comments

[Large grid of empty rows for comments]

# 2010 CERTIFICATE

Client#: 980

TEHACMTN

**ACORD**<sup>TM</sup>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/17/2010

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Haas & Wilkerson Insurance specialty Proram Insurors 4300 Shawnee Mission Parkway Fairway, KS 66205	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 913 432-4400      FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:														
<b>INSURED</b> Tehachapi Mtn Rodeo Assn Attn: Mr. Jeff Kermod PO Box 63 Tehachapi, CA 93561	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Co</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Co	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	RVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			G21780212	07/01/2010	07/01/2011	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000 MED EXP (Any one person)      \$5,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COM/OP AGG      \$2,000,000 \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)      \$ BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$ \$								
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE      \$ AGGREGATE      \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)      Y/N If yes, describe under DESCRIPTION OF OPERATIONS below      N/A						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
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E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	Liquor Liability			G21780212	07/01/2010	07/01/2011	1,000,000								

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
**EFFECTIVE 7/1/10 - CERTIFICATE HOLDERS ARE ADDITIONAL INSUREDS**  
**TEHACHAPI MOUNTAIN BULL RIDING EVENT, TEHACHAPI RODEO GROUNDS,**  
**(See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b>  CITY OF TEHACHAPI, ITS OFFICERS, COUNCIL PERSONS, EMPLOYEES & AGENTS COUNTY OF KERN	<b>CANCELLATION 30 Days for Non-Payment</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**DESCRIPTIONS (Continued from Page 1)**

TEHACHAPI, CA (HOLDING PENS: SAME AS EVENT) DATE: 7/4/10

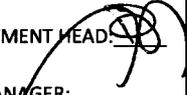
THE COVERAGE PROVIDED IN THIS POLICY IS PRIMARY AND NON-CONTRIBUTORY PER CG 0001 (12/07)



# COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: JUNE 6, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: _____

---

**TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS**

**FROM: DENISE JONES, CITY CLERK**

**DATE: JUNE 2, 2011**

**SUBJECT: CELEBRATION OF FLIGHT**

---

## APPLICANT AND ORGANIZATION

Austin Kalb, Tehachapi Society of Pilots

## EVENT DESCRIPTION

The Celebration of Flight event will be held on September 24-25, 2011 from 8:00 am – 2:00 pm. The event will be held at the Tehachapi Municipal Airport, and is open to the public.

## STAFF CONDITIONS

There are currently no conditions associated with this event.

## RECOMMENDATION

APPROVE THE SPECIAL USE APPLICATION FOR THE CELEBRATION OF FLIGHT, SUBJECT TO CITY CONDITIONS AND CITY ATTORNEY APPROVAL OF THE AGREEMENT.



## SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Society of Pilots (TSP)

Event Contact Austin Kalb Phone Number +1 (661) 822-3553  
289-2084

Address 21320 Blue Oaks Ave

City Tehachapi State CA Zip Code 93561

E-mail Address AustinKalb@gmail.com

Event Name 9th Annual Celebration of Flight (COF)

Event Location Tehachapi Municipal Airport

Event Date(s) 24-25 Sept 2011 Event Time(s) 0800 - 1400

Describe Event: (Street Closures, Activities, Participation, Etc.)

See attached description

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? Scholarships for local students

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No

If Yes, what is A.B.C. Permit No? On request from ABC



## 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.
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\_\_\_\_\_  
Applicant Signature  
3/29/11  
\_\_\_\_\_  
Date

## **The Tehachapi Society Of Pilots 9th Annual "Celebration of Flight"**

Location: Tehachapi Municipal Airport, Tehachapi California

Date: September 24-25, 2011

The Celebration of Flight is an annual commemoration of the Wright Brothers first flight in 1903. Originally held in 2003 on the anniversary of their first flight, it has been rescheduled in recent years to account for seasonal weather.

The purpose of the event is to promote aviation to the general public, especially young people. This year we are planning numerous static displays from local and large business, flight demonstrations, balloon rides, food, and EAA Young Eagles sign-ups. *tethered*

The following is preliminary and subject to change. This year's event will take place over two days. Both days will feature a pancake breakfast, a tri-tip lunch, and EAA Young Eagle signups. Static displays include a Northrop Grumman Global Hawk and X-47 UCAS aircraft, local Search and Rescue, Police and Fire Departments, and numerous military and civilian airplanes. New aircraft direct from the manufacturer will be displayed as well as various local aircraft.

Several demonstrations have been planned, including Fire/Rescue, a Kern Helitack water drop, and a P-2 Neptune water drop. Aircraft demonstrations will include a T34 formation flight, several high performance aircraft and gliders, experimental aircraft, and a parachute team demonstration. A tethered balloon ride and open cockpit Stearman rides will also be available.

Saturday will also include a General Aviation fly-in, wine tasting, BBQ, movie, camp-out, and bonfire at the airport park. The main event is on Sunday.

In addition to the displays and demonstrations mentioned above, Sunday's event will start with the Air Force Auxiliary Civil Air Patrol Color Guard presenting the American Flag, followed by the singing of the National Anthem by an invited guest. The US Air Force will participate with a F16 formation fly-by immediately following the National Anthem. Several VIP's have been invited to attend and speak. After all the food is consumed, static displays viewed, and flight demonstrations completed, the event will close with another fly-by of two A-10 Thunderbolts and a C-130.

The event is free to the public. The Tehachapi Society of Pilots, an all volunteer non-profit California organization, sponsors the event in conjunction with the Tehachapi Municipal Airport. Any proceeds go towards aviation scholarships to deserving local students.

The Tehachapi Society of Pilots, a chapter of the California Pilots Association, is an all volunteer organization operated exclusively for charitable and educational purposes. It is a California 501(c)(3) Non-Profit Organization. For more information contact Austin Kalb at 661-289-2084, via e-mail at [AustinKalb@gmail.com](mailto:AustinKalb@gmail.com), or visit our website at <http://www.TehachapiSocietyOfPilots.org>.





**SUITE NOTATION:**

- EXISTING SUITE
- PROPOSED SUITE
- SUITE TO BE REMOVED
- W WESTERN SECTION
- E EASTERN SECTION

**NOTES:**

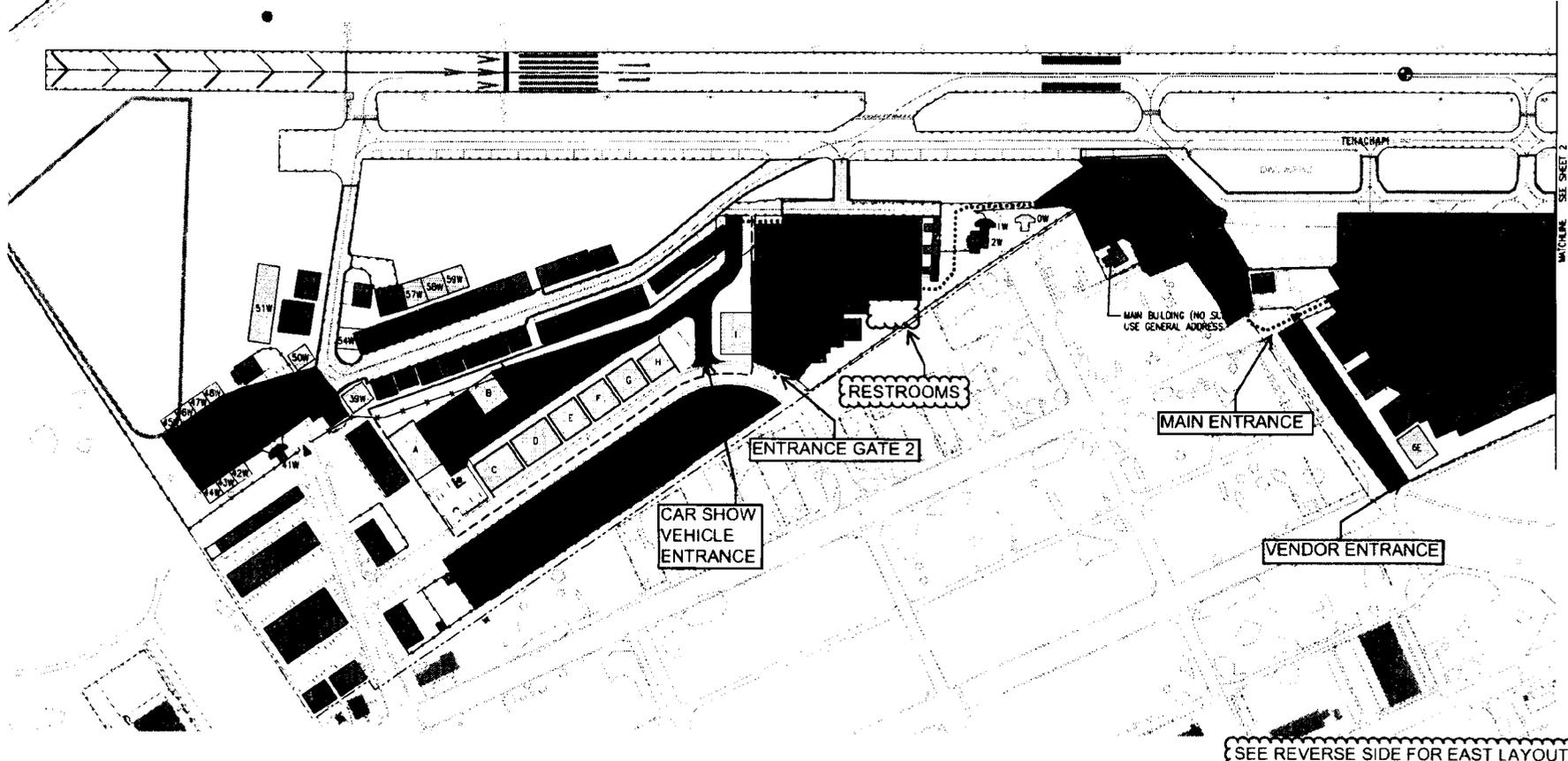
1. MAIN BUILDING IS NOT ISSUED A SUITE NUMBER AND USES THE GENERAL ADDRESS OF THE AIRPORT.
2. SUITE NUMBERS BASED ON LOCATION WITH REFERENCE TO MAIN BUILDING.

**TEHACHAPI MUNICIPAL AIRPORT**

MAIN BUILDING ADDRESS:  
314 NORTH HAYES STREET  
TEHACHAPI, CA 93561

EXAMPLE SUITE ADDRESS:  
314 NORTH HAYES STREET SUITE 1W / SUITE 1E  
TEHACHAPI, CA 93561

- ← CLEAR MOVEMENT ZONE
- ← STATIC/TRANS. PARKING
- ← BLOCK FLYER HOLDING
- ← VENDOR AREA
- ← CAR SHOW
- ← VISITOR VEH. PARKING
- ← MAIN WALKING PATH



SEE REVERSE SIDE FOR EAST LAYOUT

NO.	DATE	DESCRIPTION	APP.

VERIFY SCALES  
BAR IS ONE INCH ON  
ORIGINAL DRAWING  
IF NOT ONE INCH ON  
THIS SHEET, ADJUST  
SCALES ACCORDINGLY

**TEHACHAPI MUNICIPAL AIRPORT**  
314 N Hayes  
Tehachapi, Ca 93561

TEHACHAPI AIRPORT  
GENERAL ADDRESS AND SPECIFIC  
SUITE LOCATION MAP

DWG. NO.	SHEET
	1

## **SPECIFIC EVENT EXCLUSIONS**

The following types of events are specifically excluded and no coverage for them exists on the policies listed on the front page of this Certificate of Insurance:

**Aircraft / Aviation**

**All Terrain Boarding**

**Ballooning or Balloon Rides**

**Base Jumping**

**Bouldering Events**

**Boxing, Wrestling, Hockey, Contact Karate, Contact Martial Arts**

**Bungee Jumping**

**Carnival Rides**

**Circuses**

**Concerts with performance exceeding 6 hours of performance time**

**Contact Sports**

**Diving**

**Football (except passing camps with no contact drills)**

**Gaga Dodgeball**

**Hang Gliding**

**Jousting**

**Kayaking, Rafting or Canoeing in greater than Class 3 rapids**

**Lacrosse & Rugby**

**Mechanical Amusement Rides or Services**

**Motorized Sporting Equipment**

**Mosh Pits**

**Mountain Biking**

**Power Boat Racing**

**Professional Sporting Activities -- Games, Racing or Contests of a Professional Nature**

**Pyrotechnics & Explosives**

**Rap or Heavy Metal Concerts**

**Raves**

**Rock Climbing**

**Rodeo & Roping Events**

**Scuba Diving**

**Sky Diving**

**Tractor or Truck Pulls**

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF TEHACHAPI, hereinafter referred to as "City," and the TECHACHPI SOCIETY OF PILOTS, INC., a California Corporation hereinafter referred to as "Licensee,"

### WITNESSETH:

WHEREAS, Licensee wishes to use the City Airport and Park (the "Facilities") for its "Celebration of Flight" scheduled for September 24 – 25, 2011 (the "Activity" or "Activities"); and

WHEREAS, City is agreeable to granting Licensee a license to use the Facilities to conduct the Activity under the following terms and conditions.

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

1. LICENSE. City hereby grants to Licensee a revocable license to enter upon and have use of the Facilities for the purpose of conducting the Activity.
2. TERM. The term of this license shall be from 8:00 a.m., September 24, 2011 to 2:00 p.m., September 25, 2011.
3. FEE. City will establish a fee for payment in advance by Licensee which shall be nonrefundable.
4. INSURANCE. Licensee shall purchase comprehensive general liability insurance through the City. However, the City's insurance will not cover injury or damage caused by any aviation-related event. This would include, without limitation, the tethered balloon rides and the open cockpit Stearman rides. Comprehensive general liability insurance in an amount not less than \$1,000,000.00 per occurrence shall be provided for all aviation-related activities to the satisfaction of the Airport Manager.

(a) All insurance policies shall include the City and its officers, Councilmembers, employees and representatives as additional insureds, shall be primary coverage insurance and City's insurance shall be noncontributory, and shall not be subject to cancellation or coverage reduction without fifteen (15) days prior written notice to City. Licensee shall provide City on or before September 1, 2011 with a duly certificated

Certificate of Insurance or Certificates of Insurance evidencing that the policy or policies have been issued and are effective and comply with the requirements herein.

(b) Licensee shall require all vendors to have a general public liability insurance policy in an amount not less than \$1,000,000 per occurrence covering their activities and products except that local nonprofit vendors shall be exempt from the foregoing.

5. **INDEMNIFICATION.** Licensee shall indemnify, defend, and hold harmless the City, its officers, Councilmembers, employees and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of the Activity or occasioned by the performance or attempted performance of the provisions hereof or arising out of or related to Licensee's use or occupation of the Facilities, including but not limited to any act or omission to act on the part of Licensee or its agents, employees, volunteers, vendors, or contractors.

6. **OBLIGATIONS OF LICENSEE.** In addition to all other requirements set forth in this agreement to be performed by Licensee, Licensee, at its sole cost and expense, shall perform all conditions imposed by City under the "Special Use/Event Application" and all directives from the City Manager, the City Police Chief, the Fire Chief, and the Airport Manager and such others as are designated by the City Manager.

7. **NO WARRANTIES.** City makes no warranty or representations as to the condition of the Facilities or their use for Licensee's purposes. City shall not be responsible for any loss of or damage to any of Licensee's property or the property of any participants or of any exhibitors, concessionaires, officials, security personnel, spectators, visitors, or other persons involved in any way in the Activity or Licensee's use of the Facilities.

8. **CLEAN UP AND DAMAGES.** Clean up of the Facilities shall be the responsibility of Licensee and shall be completed not later than 3:00 p.m. on September 26, 2011. Licensee shall cause to be repaired at its own expense any and all damage to the Facilities which damage has been caused by Licensee, its agents, employees, volunteers, concessionaires, contractors, security personnel, officials, participants, or by spectators or visitors at the Activity. Repairs shall be accomplished by Licensee no later than October 3, 2011. Failure by Licensee to clean up or to make such repairs in a timely fashion shall constitute a breach of this Agreement. In the event of such failure, City, at its option, may perform clean up and make such repairs and deduct the cost thereof from any deposit required by the City to the extent the deposit is sufficient to cover the costs, and if it is not, City may, at its sole option, charge Licensee the amount of said clean up and repairs.

9. **SAFETY.** It shall be the duty of Licensee to insure that safety will be observed at all times and Licensee shall take all steps necessary, including expulsion, in the event Licensee feels that safety is being compromised or violated. If, at any time, the City Manager, the Airport Manager, or, in their absence, the highest official representative of

City at the Facilities is of the opinion that Licensee is not fulfilling its requirement hereunder, he or she may stop any and all Activities or, in the alternative, expel those individuals felt to be compromising safety. Other applicable enforcement agencies shall have full authority to order such Activities stopped or to direct correction of any unsafe condition or practice observed at the Facilities.

10. **CITY RULES.** Licensee shall obey all rules and regulations promulgated by City and as amended from time to time.

11. **TERMINATION.** This license may be terminated by City on notice either oral or written or no notice whatsoever and without liability for loss thereby incurred by Licensee or any concessionaire, participant, or other person or organization upon the occurrence of any of the following which shall be based on the official's determination made in his or her sole discretion:

(A) The default by Licensee in the performance of any of the terms of this Agreement;

(B) The failure of Licensee to conduct its Activities in a safe and orderly manner;

(C) The failure of Licensee to expel or otherwise restrict from the Facilities any person or persons acting in such a way as to compromise their safety or the safety of others;  
or

(D) The assignment of this license in whole or in part without the expressed written consent of City.

12. **NO ASSIGNMENT.** Licensee shall not assign this Agreement or any interest therein without City's prior written consent.

13. **WAIVER.** The failure of City to take appropriate action or to declare this license terminated for default by Licensee shall not be considered as a waiver by City of such rights with regard to any continuing default or on any further or future default on the part of Licensee.

14. **AMENDMENTS.** This Agreement may only be amended by a writing executed by the authorized representatives of the parties hereto.

15. **CITY-LICENSEE RELATIONSHIP.** Nothing in this Agreement shall be construed as establishing a partnership or joint venture relationship between City and Licensee nor shall Licensee for any purpose be considered an agent, officer or employee of City. This Agreement is intended by the parties to establish only a licensor-licensee relationship between said parties.

16. **NOTICES.** Except as otherwise authorized in this Agreement, any notice given by either party to the other shall be deemed to have been delivered when made in writing and personally served when deposited in the United States mail, registered, postage prepaid, and addressed as follows or when sent by facsimile transmission or when sent by email as follows: to City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-2197, Email - [tglasgow@tehachapiairport.com](mailto:tglasgow@tehachapiairport.com); and to Licensee - Austin Kalb, 21320 Blue Oaks Avenue, Tehachapi, California 93561, Fax – (\_\_\_\_) \_\_\_\_\_, Email- [austinkalb@gmail.com](mailto:austinkalb@gmail.com).

17. **ARTICLE HEADINGS.** The headings contained in this Agreement are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement and shall not be considered in any interpretation of this Agreement.

18. **CUMULATIVE REMEDIES.** The remedies given to City in this Agreement shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law or in equity.

19. **GOVERNING LAW.** This Agreement shall be governed by and construed according to the laws of the State of California.

20. **INVALIDITY.** If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect.

21. **ATTORNEY FEES.** In the event of any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

22. **ENTIRE AGREEMENT.** This Agreement contains all the agreements of the parties with respect to the matters described herein. No prior agreement or understanding pertaining to any such matter shall be effective.

23. **INTERPRETATION.** The parties hereto agree that this Agreement accurately reflects the agreement of the parties and any interpretation of a provision or provisions of this Agreement shall be made without regard to which of the parties drafted this Agreement and shall not create a rebuttable presumption against the party who drafted same.

24. **NON-LIABILITY OF PUBLIC OFFICIALS AND EMPLOYEE.** No member, official, employee, or Councilmember of City shall be personally liable to Licensee in the event of any default by City in the performance of any obligation of City

under the terms of this Agreement.

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

\_\_\_\_\_  
ED GRIMES, Mayor, City of Tehachapi,  
California, "City"

TEHACHAPI SOCIETY OF PILOTS, INC.,  
a California Corporation, "Licensee"

By: Blake Holyfield  
Name: Blake Holyfield  
Its: President

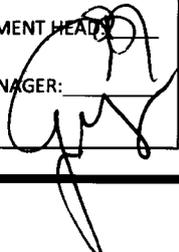


# COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: JUNE 6, 2011

APPROVED
DEPARTMENT HEAD:
CITY MANAGER:



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**TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS**

**FROM: DENISE JONES, CITY CLERK**

**DATE: JUNE 2, 2011**

**SUBJECT: CHILI COOK-OFF**

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## APPLICANT AND ORGANIZATION

Lori McKenzie, Main Street Tehachapi

## EVENT DESCRIPTION

The Chili Cook-Off will be held on June 18, 2011 from 11:00 am – 5:00 pm on Green Street and F Street in downtown Tehachapi. This event is open to the public.

## APPLICANT REQUESTS

- Closure of F Street from Curry Street to Robinson Street
- Closure of Green Street from Tehachapi Boulevard to E Street
- Street Barricades from Public Works Department

## STAFF CONDITIONS

Due to the short response time on this application staff comments have not yet been received

## RECOMMENDATION

APPROVE THE CHILI COOK-OFF SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS



RECEIVED  
JUN 02 2011  
CITY OF TEHACHAPI

### SPECIAL USE/EVENT APPLICATION

Organization 11/AIN STREET TEHACHAPI  
Event Contact LORI MCKENZIE Phone Number 822 6519  
Address PO BOX 830  
City TEHACHAPI State CA Zip Code 93581  
E-mail Address lorimckenzie3@yahoo.com  
Event Name CHILI COOKOFF  
Event Location See attached  
Event Date(s) JUNE 18, 2011 Event Time(s) 11:00 AM - 5:00 PM

Describe Event: (Street Closures, Activities, Participation, Etc.)

CHILI COOKOFF 11-3, FOOD & DRINK GARDEN 11-5,  
CAR SHOW 11-4, FOOD BOOTHS, BOUNCE HOUSE, PETTING ZOO,  
GUN FIGHTERS  
LIVE MUSIC HONKY TONK TRUCKERS  
GREEN STREET CLOSURE

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? PENDING

Event Name CHILI COOKOFF Event Date(s) 6-18-11

**Please Describe How The Following Will Be Accomplished:**

Street Barricades CITY

Traffic Control N/A

Crowd Control ~~N/A~~ VOLUNTEERS

Utility Services: Water, Sewer, Electric \_\_\_\_\_

Lights N/A

Dust Control N/A

Site Clean-up & Maintenance \_\_\_\_\_

Security VOLUNTEERS

Site Facilities \_\_\_\_\_

Health Dept. PENDING

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 *John M. Klagge* Date 6-2-11

**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 \_\_\_\_\_

## 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;

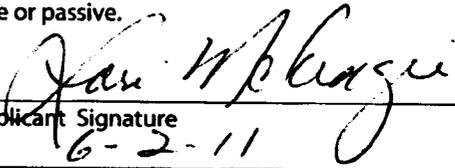
(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(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  
6-2-11  
\_\_\_\_\_  
Date



Teh. Blvd

X = Closed

Close at 6am  
Open at 7pm

Curry

Robinson

Green St

F St

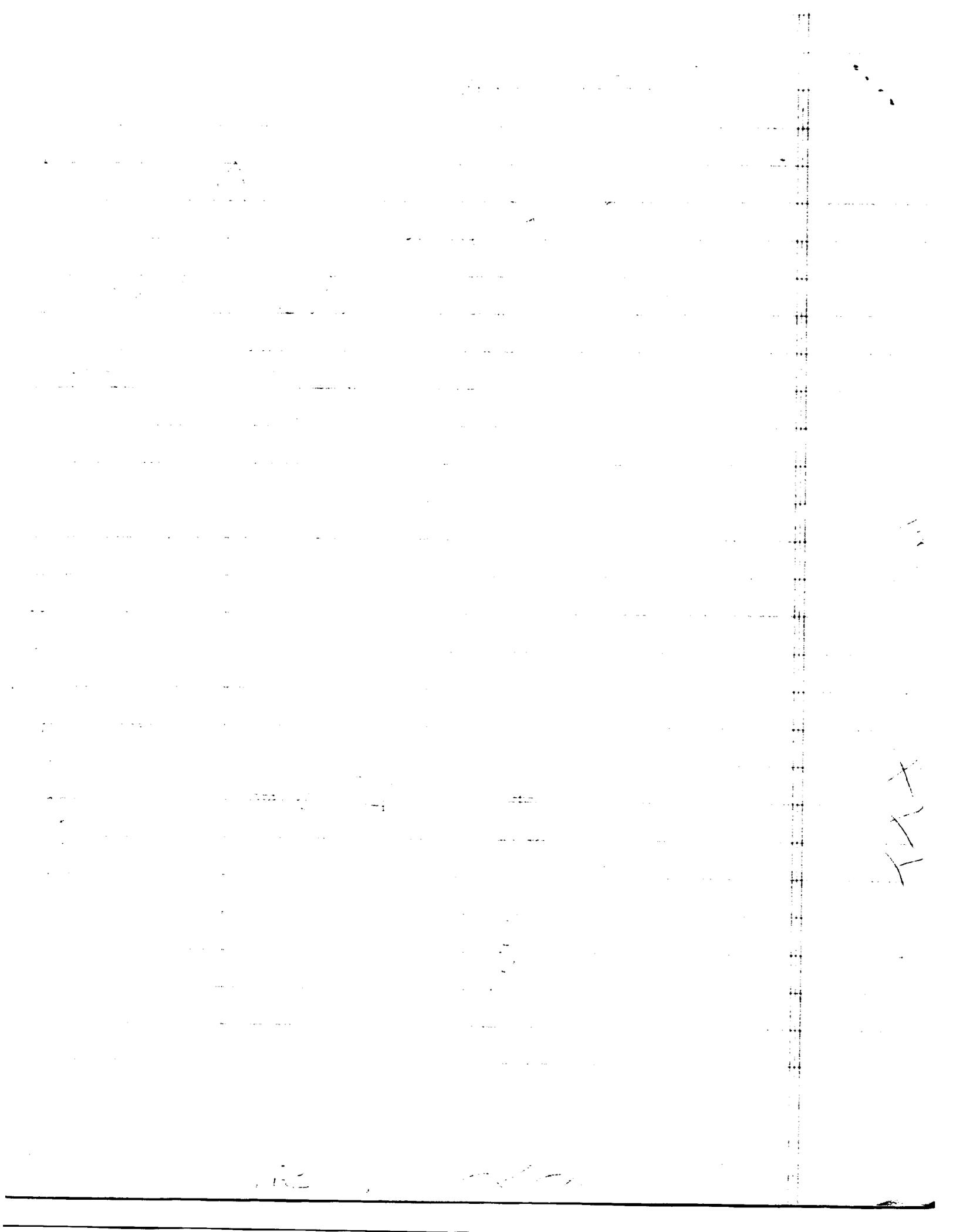
E St.

XXX

XXX

XXX

X XX



111

RE

11/11

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 7/1/2010
PRODUCER <b>Maury, Donnelly &amp; Parr, Inc.</b> Commerce & Water Streets Baltimore, MD 21202	(410) 685-4625	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED <b>Main Street Tehachapi, Inc.</b> P.O. Box 830 Tehachapi, CA 93581-	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A: <b>Hartford Casualty Insurance Co.</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
		NAIC #

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	30SBABP6068	7/1/2010	7/1/2011	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
		PRODUCTS - COMP/OP AGG	\$ 2,000,000			
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 The city of Tehachapi, their agents, officers, employees, councilpersons, commissioners and directors are declared to be an additional insured under the terms of the policy with reference to the activity described in the policy. RE: Farmer's Markets, 4th of July Festival, Trunk or Treat, Starlight Ball, Old Time Christmas, Valentines Day Wine and Chocolate, Earth Day, Chill Cook Off, and Memorial Day Parade.

<b>CERTIFICATE HOLDER</b>  City of Tehachapi 115 South Robinson Tehachapi, CA 93561-	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
--	---

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 0</b> 39433230	<b>Check Date: ?</b> PW/Acetylene	<b>Vendor: 0015</b>	<b>211-Praxair Distribution, Inc.</b> 04/20/2011	114.43
			<b>Check Total:</b>	114.43
<b>Check No: 0</b> 7000348092	<b>Check Date: ?</b> Wat/Membership Dues	<b>Vendor: 0020</b>	<b>American Water Works Associati</b> 04/24/2011	95.00
			<b>Check Total:</b>	95.00
<b>Check No: 0</b> B098959 a B099795 B099431 B100235 1 B099373 a B099367 B100307 B098959 b B099818 B099432 B100235 2 B099373 b B099366 B098832 B100600 B100020 B099643	<b>Check Date: ?</b> Water/Bacteriological Samples Wtr/samples/Dennison Well Water/Dennison Well Wtr/samples/Hayes/Dennison Well Water/Bacteriological Samples Water/Dennison Well Wtr/samples/Curry Resv Water/Bacteriological Samples Wtr/samples/Oakwood/Tanglewood Water/Curry Resv. Wtr/samples/Hayes/Dennison Well Water/Bacteriological Samples Water/Curry Resv. Water/Bacteriological Samples Swr/samples/WWTP headworks Swr/samples/WWTP headworks Sewer/Inluent/Effluent	<b>Vendor: 0035</b>	<b>BC Laboratories, Inc.</b> 05/05/2011 05/13/2011 05/05/2011 05/24/2011 05/05/2011 05/04/2011 05/18/2011 05/05/2011 05/16/2011 05/05/2011 05/24/2011 05/05/2011 05/04/2011 05/04/2011 05/24/2011 05/16/2011 05/11/2011	50.00 15.00 15.00 50.00 75.00 15.00 15.00 24.00 24.00 15.00 24.00 24.00 24.00 15.00 25.00 210.00 210.00 210.00
			<b>Check Total:</b>	1,016.00
<b>Check No: 0</b> 238110126 238110125	<b>Check Date: ?</b> PblcWrks/delivery lp gas Strts/yrd bottles lp gas	<b>Vendor: 0041</b>	<b>Benz Propane Company, Inc.</b> 04/13/2011 04/30/2011	420.25 117.78
			<b>Check Total:</b>	538.03
<b>Check No: 0</b> A023291	<b>Check Date: ?</b> Sew/Storm Water	<b>Vendor: 0060</b>	<b>BSK Analytical Laboratories</b> 12/28/2010	200.00
			<b>Check Total:</b>	200.00
<b>Check No: 0</b> 0061022 a 0061217 0061022 b 0059981	<b>Check Date: ?</b> Mill & H Street Compaction Testing CommDev/Mill & H st Mill & H Street Laboratory Testing Swr/Reclamation area sampling	<b>Vendor: 0061</b>	<b>BSK Associates</b> 03/31/2011 04/30/2011 03/31/2011 11/30/2010	360.00 1,815.00 125.00 2,509.00
			<b>Check Total:</b>	4,809.00
<b>Check No: 0</b> 7-501-14340	<b>Check Date: ?</b> Gen/Shipping	<b>Vendor: 0155</b>	<b>FedEx</b> 05/20/2011	61.81
			<b>Check Total:</b>	61.81
<b>Check No: 0</b> 3978 3976	<b>Check Date: ?</b> Wtr/trbl shoot Dennison Well Wat/Electrical Materials	<b>Vendor: 0182</b>	<b>P&amp;J Electric</b> 05/04/2011 05/02/2011	200.00 296.61
			<b>Check Total:</b>	496.61
<b>Check No: 0</b> 156172 156466	<b>Check Date: ?</b> Wat/Base Rock Wat/1/2" AC PG 64-10	<b>Vendor: 0184</b>	<b>Granite Construction Company</b> 04/18/2011 04/28/2011	594.88 481.60
			<b>Check Total:</b>	1,076.48

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0214</b>	<b>J&amp;H Automotive Unlimited</b>	
0066638	PW/Brake Cleaner, Power Steering Flu		05/09/2011	143.95
0066567	PbhcWrks/fis rear brakes		04/28/2011	139.13
0065503 FC	Wtr/finance chrg		11/09/2010	0.78
0065503 2 FC	Wtr/finance chrg		11/09/2010	2.89
			<b>Check Total:</b>	<b>286.75</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0216</b>	<b>Judicial Data Systems Corporat</b>	
2131	Gen/Parking Ticket Processing		05/16/2011	100.00
			<b>Check Total:</b>	<b>100.00</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0263</b>	<b>Lebeau, Thelen, LLP</b>	
5	Legal Fees		04/30/2011	1,205.50
17	Legal Fees		04/30/2011	1,078.00
4	Legal Fees		04/30/2011	1,238.14
29	Legal Fees		04/30/2011	2,230.00
			<b>Check Total:</b>	<b>5,751.64</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0300</b>	<b>Mission Linen &amp; Uniform Servic</b>	
140136355	PW/Cleaner - Coveralls		04/26/2011	63.70
140140083	PW/Supplies - Coveralls		05/17/2011	67.35
140137560	PW/Cleaner - Coveralls		05/03/2011	67.35
			<b>Check Total:</b>	<b>198.40</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0304</b>	<b>Mojave Sanitation</b>	
1824163	PW/Truck-Large Truck		04/30/2011	515.07
			<b>Check Total:</b>	<b>515.07</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0347</b>	<b>Quinn Company</b>	
W0080048833 a	PW/Heavy Equip Maintenance		04/30/2011	3,798.62
W0080048833 b	Wat/Heavy Equip Maintenance		04/30/2011	3,798.62
			<b>Check Total:</b>	<b>7,597.24</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0349</b>	<b>Rain For Rent Bakersfield</b>	
031029200	PW/Pipe-Ind-Grv 6x20		05/10/2011	47.09
			<b>Check Total:</b>	<b>47.09</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0362</b>	<b>RSI Petroleum Products</b>	
0242859	PW/Fuel		04/19/2011	2,048.11
243216	PW/Unleaded Fuel		05/04/2011	1,201.20
243199	PW/Chev PRM Gear Oil 90		05/03/2011	217.50
0243044	PW/Fuel		04/27/2011	1,762.86
243336	PW/Unleaded Fuel		05/11/2011	1,249.13
1243090	PW/Fuel		04/28/2011	1,204.89
			<b>Check Total:</b>	<b>7,683.69</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0373</b>	<b>Thomas F. Schroeter, Attorney @ Law</b>	
05192011 a	Gen/Legal Fees		05/19/2011	4,572.00
05192011 c	Wat/Legal Fees		05/19/2011	558.00
05192011 b	Air/Legal Fees		05/19/2011	276.00
			<b>Check Total:</b>	<b>5,406.00</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0399</b>	<b>Sparkletts</b>	
4365880 050111	Sew/Coller Rent and supplies		05/01/2011	131.80
			<b>Check Total:</b>	<b>131.80</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0424</b>	<b>Greater Tehachapi Chamber of C</b>	
5421	Gen/Monthly Chamber Luncheon		05/17/2011	15.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	15.00
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0426</b>	<b>Tehachapi-Cummings County Wate</b>	
11-009	Wtr/GEI consultants/Bookman Edmonsto		05/16/2011	240.56
			<b>Check Total:</b>	240.56
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0428</b>	<b>Tehachapi Flower Shop</b>	
9635	Gen/Re-plant counter plants		04/01/2011	37.89
9635 a	Gen/Re-plant counter plants		04/01/2011	37.89
			<b>Check Total:</b>	75.78
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0430</b>	<b>Tehachapi Lumber Company</b>	
129973	PW/Butane Utility Lighter		05/18/2011	6.48
129802	PW/Single Cut key		05/05/2011	4.31
129957	Const/Smart Straw 12oz		05/17/2011	5.94
129893	Gas Tax/Ace Vinyl Tape - Mill St. Is		05/12/2011	6.26
129645	Centennial/Rags - Acetone		04/25/2011	11.13
129648	Centennial/Buf Compound		04/25/2011	5.94
129671	Centennial/Sanding Materials		04/25/2011	26.68
129779	Wat/5 gallon gas can		05/04/2011	14.06
129768	Mulberr/Valley Rebar		05/03/2011	90.93
129764	Mulberr/Valley 2x6 & 2x4		05/03/2011	63.32
129770	Mulberr/Rebar		05/03/2011	36.37
129532	LLD/Padlock for backflow		04/12/2011	71.38
			<b>Check Total:</b>	342.80
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0441</b>	<b>Vulcan Materials Company</b>	
395100	Curry & Teh Sidewalk - daraset		04/15/2011	907.91
411780	5.0 SK1" AE - D St. Curb & Gutter		04/30/2011	605.20
415176	AD 6.0 SK - Mulberry & E Gutter		05/06/2011	774.04
			<b>Check Total:</b>	2,287.15
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0445</b>	<b>Tehachapi Senior Center, Inc.</b>	
060111	Gen/June space rent - Senior Center		06/01/2011	100.00
			<b>Check Total:</b>	100.00
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0446</b>	<b>Tehachapi Unified School Dist.</b>	
11-01-1164	CommDev/custodian/WalMart meeting		05/23/2011	329.00
			<b>Check Total:</b>	329.00
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0476</b>	<b>WITTS Everything for the Office</b>	
116571-0	Gen/View Binders		05/17/2011	54.07
116464-0	Gen/Lables - CD Sleeves		05/11/2011	44.52
116588-0	Gen/Copy paper, Binder clips		05/18/2011	81.26
116589-0	Gen/1/3 cut manilla folders		05/17/2011	10.81
116387-0	PD/Trash bags/liners		05/05/2011	74.13
116679-0	PD/Chromatic Towel		05/20/2011	75.76
116484-0	PD/Tissue - 2 ply		05/12/2011	77.93
526371-0	Arprt/termal		05/24/2011	16.22
116375-0	Air/Tissue - paper towels		05/05/2011	208.89
			<b>Check Total:</b>	643.59
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 0478</b>	<b>Zee Medical Service</b>	
599829	PW/First Aid Supplies		05/04/2011	71.93
599832	PD/First Aid Supplies		05/04/2011	51.47
599831	Wat/First Aid Supplies		05/04/2011	83.35
			<b>Check Total:</b>	206.75

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 0</b> 33005	<b>Check Date: ?</b> PW/Backhoe flat repair	<b>Vendor: 0525</b>	<b>All American Tire &amp; Service Ce</b> 05/02/2011	20.00
			<b>Check Total:</b>	20.00
<b>Check No: 0</b> 349045 350228	<b>Check Date: ?</b> Const/Edger-Groover - Step Tool Const/Propane Fuel	<b>Vendor: 0543</b>	<b>BSE Rents</b> 04/28/2011 05/17/2011	20.99 16.78
			<b>Check Total:</b>	37.77
<b>Check No: 0</b> 1199558	<b>Check Date: ?</b> PW/Round up	<b>Vendor: 0610</b>	<b>Abate-A-Weed, Inc.</b> 05/04/2011	1,234.12
			<b>Check Total:</b>	1,234.12
<b>Check No: 0</b> 179291	<b>Check Date: ?</b> Air/Root guard - fertilizer	<b>Vendor: 0612</b>	<b>Old Towne Nursery</b> 05/12/2011	113.62
			<b>Check Total:</b>	113.62
<b>Check No: 0</b> 10152709 1052287 03032011	<b>Check Date: ?</b> PD/Gigaware DVD-R 50 Pk PD/Tom-Tom Air/Finance Charge	<b>Vendor: 0675</b>	<b>Kapy's Electronics</b> 04/27/2011 04/14/2011 03/03/2011	21.64 135.89 0.53
			<b>Check Total:</b>	158.06
<b>Check No: 0</b> 06012011 4 06012011 1 06012011 2 06012011 3	<b>Check Date: ?</b> Life Medical Dental Vision	<b>Vendor: 0832</b>	<b>ACWA Health Benefits Authority</b> 06/01/2011 06/01/2011 06/01/2011 06/01/2011	972.83 60,178.94 6,554.01 811.22
			<b>Check Total:</b>	68,517.00
<b>Check No: 0</b> 84493	<b>Check Date: ?</b> Gas Tax/April Sweeping Service	<b>Vendor: 1032</b>	<b>Jack Davenport Sweeping Services, I</b> 04/30/2011	8,640.00
			<b>Check Total:</b>	8,640.00
<b>Check No: 0</b> 3996 3994 a 3993 3991 3994 b	<b>Check Date: ?</b> Gen/Envelopes Gen/Business Cards - Whitmore Gen/Note Cards PW/Weed abatement banners Air/Business Cards - Glasgow	<b>Vendor: 1055</b>	<b>Mercury Graphics</b> 05/18/2011 05/17/2011 05/12/2011 05/09/2011 05/17/2011	63.87 63.87 212.17 1,488.44 87.03
			<b>Check Total:</b>	1,915.38
<b>Check No: 0</b> 050211 c 050211 b 050211 a 050211	<b>Check Date: ?</b> Wat/Principal Payment Loan 01 Wat/Interest Payment Loan 01 Sew/Loan #3 Principal Payment Sew/Loan #3 Interest Payment	<b>Vendor: 1061</b>	<b>USDA Rural Development</b> 05/02/2011 05/02/2011 05/02/2011 05/02/2011	3,000.00 3,597.75 1,600.00 1,980.00
			<b>Check Total:</b>	10,177.75
<b>Check No: 0</b> 12389	<b>Check Date: ?</b> PblcWrks/hauling backhoe to BF	<b>Vendor: 1199</b>	<b>Dinnerville Trucking Company</b> 04/25/2011	180.00
			<b>Check Total:</b>	180.00
<b>Check No: 0</b> 23627 23536 23516	<b>Check Date: ?</b> PD/Tailoring PD/Plaque - Bill Fisher GHCS Artwork ICSC Shirts	<b>Vendor: 1286</b>	<b>M&amp;M's Sports Uniforms &amp; Embroi</b> 05/10/2011 04/27/2011 04/23/2011	17.09 22.73 22.73
			<b>Check Total:</b>	62.55

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 0</b> 344650	<b>Check Date: ?</b> Sew/Hand Towels	<b>Vendor: 1313</b>	<b>Certified Laboratories</b> 04/29/2011	141.06
			<b>Check Total:</b>	141.06
<b>Check No: 0</b> 05012011	<b>Check Date: ?</b> PD/ACD Rental	<b>Vendor: 1321</b>	<b>Culligan Water Conditioning</b> 05/01/2011	58.00
			<b>Check Total:</b>	58.00
<b>Check No: 0</b> 302253 302048 301887	<b>Check Date: ?</b> Mill St. Island/electric valve LLD/Clearview backflow enclosure LLD/Npl 2 1/2 x 8	<b>Vendor: 1413</b>	<b>Kern Turf Supply, Inc.</b> 04/26/2011 04/18/2011 04/12/2011	101.81 605.66 5.35
			<b>Check Total:</b>	712.82
<b>Check No: 0</b> 0060833-IN	<b>Check Date: ?</b> PW/Coupling	<b>Vendor: 1430</b>	<b>Sully &amp; Sons Hydraulics, Inc.</b> 04/25/2011	34.37
			<b>Check Total:</b>	34.37
<b>Check No: 0</b> 716634ER	<b>Check Date: ?</b> Gen/Flex Account Fees	<b>Vendor: 1442</b>	<b>FLEX ONE AFLAC</b> 05/16/2011	50.00
			<b>Check Total:</b>	50.00
<b>Check No: 0</b> 1822714	<b>Check Date: ?</b> PblcWrks/toilet service/rental	<b>Vendor: 1505</b>	<b>Benz Construction Services</b> 05/01/2011	55.10
			<b>Check Total:</b>	55.10
<b>Check No: 0</b> 11-0328	<b>Check Date: ?</b> Sew/Jet Power II - 55 Gal Drum	<b>Vendor: 1675</b>	<b>Duke's Sales &amp; Service, Inc.</b> 05/06/2011	1,905.20
			<b>Check Total:</b>	1,905.20
<b>Check No: 0</b> 863502	<b>Check Date: ?</b> PD/Batteries - office supplies	<b>Vendor: 1681</b>	<b>Office Max</b> 05/04/2011	174.86
			<b>Check Total:</b>	174.86
<b>Check No: 0</b> 050911	<b>Check Date: ?</b> Pre-Paid Membership Dues/GGarrett/11	<b>Vendor: 1765</b>	<b>CCMF</b> 05/09/2011	400.00
			<b>Check Total:</b>	400.00
<b>Check No: 0</b> 2924694 2933394 2878041 2937263 2772912 2891535 2856979	<b>Check Date: ?</b> Water Valve F St. & Robinson Wtr/solenoid vlv Wtr/700 series kit/crd/spring Wtr/Tubing Wtr/Angel Mtr Wtr/Angel Mtr Wtr/Mastermeter radio register	<b>Vendor: 1801</b>	<b>HD Supply Waterworks, LTD</b> 05/10/2011 05/20/2011 05/13/2011 05/12/2011 04/27/2011 04/29/2011 05/12/2011	916.96 110.80 1,343.38 271.45 423.73 456.73 577.52
			<b>Check Total:</b>	4,100.57
<b>Check No: 0</b> 052611 1 052611 2 052611 3	<b>Check Date: ?</b> Council/meals/ICSC conference Council/mileage/ICSC conference Council/parking/ICSC conference	<b>Vendor: 1822</b>	<b>Ed Grimes</b> 05/26/2011 05/26/2011 05/26/2011	120.61 265.20 10.00
			<b>Check Total:</b>	395.81
<b>Check No: 0</b> 062011	<b>Check Date: ?</b> Dispatch Service	<b>Vendor: 1866</b>	<b>Bear Valley CSD</b> 06/01/2011	32,093.04
			<b>Check Total:</b>	32,093.04

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 0</b> 113092	<b>Check Date: ?</b> Downtown Street Lights	<b>Vendor: 1946</b>	<b>Sun Valley Lighting</b> 04/29/2011	57,364.96
			<b>Check Total:</b>	57,364.96
<b>Check No: 0</b> 5036 5035 05172011	<b>Check Date: ?</b> PW/CCI Crew - belt for rider PW/CCI Crew - gator line Const/B&S oil	<b>Vendor: 1947</b>	<b>Tehachapi Lawn and Garden</b> 04/29/2011 04/27/2011 05/17/2011	17.31 75.76 8.65
			<b>Check Total:</b>	101.72
<b>Check No: 0</b> 907988-S	<b>Check Date: ?</b> Wat/Service Charges	<b>Vendor: 1982</b>	<b>SSD Systems</b> 04/13/2011	129.10
			<b>Check Total:</b>	129.10
<b>Check No: 0</b> 700718 702074 702954 CR 703303 700175 702397 703152 703111 702901 702093 703623 700597 702163 702377	<b>Check Date: ?</b> PW/Connector - Adapter PW/Headlight - Pump PW/Core Deposit Credit PW/Alternator - Core Deposit PW/EFF console black, mini console b PW/Starter - core Deposit, outlet Const/Brake Pads Const/Service Lift Kit, bulb, lamp Const/Cerulean 2 gers cartr Gas Tax/Len Tape Gas Tax/Cylinder Gasket White Polish Compound Wat/Parts Sewer/Starter	<b>Vendor: 2111</b>	<b>Swift Napa Auto Parts</b> 04/26/2011 05/09/2011 05/16/2011 05/19/2011 04/20/2011 05/11/2011 05/18/2011 05/18/2011 05/16/2011 05/09/2011 05/23/2011 04/25/2011 05/09/2011 05/11/2011	34.60 202.06 -23.82 152.62 4.50 85.43 108.78 271.58 13.28 4.32 8.11 7.56 140.69 102.83
			<b>Check Total:</b>	1,112.54
<b>Check No: 0</b> 7157232	<b>Check Date: ?</b> Dwntwn Phase II/onelok	<b>Vendor: 2134</b>	<b>Ferguson Enterprises, Inc #632</b> 05/11/2011	111.40
			<b>Check Total:</b>	111.40
<b>Check No: 0</b> 169930	<b>Check Date: ?</b> Gen/Cooler Rental Gen/Coffee - cream	<b>Vendor: 2147</b>	<b>Coffee Break Service, Inc.</b> 05/19/2011 05/12/2011	26.95 154.90
			<b>Check Total:</b>	181.85
<b>Check No: 0</b> 1105112	<b>Check Date: ?</b> Wtr/chlor sol	<b>Vendor: 2200</b>	<b>Argo Chemical</b> 05/17/2011	1,019.49
			<b>Check Total:</b>	1,019.49
<b>Check No: 0</b> 1023703 04-00357	<b>Check Date: ?</b> Pd/4' Park-it Blue/Whi Gas Tax/Anchor-Sleeve-Tape-Icy Bridg	<b>Vendor: 2228</b>	<b>Traffic Control Service, Inc.</b> 05/09/2011 05/10/2011	270.19 720.71
			<b>Check Total:</b>	990.90
<b>Check No: 0</b> 14039	<b>Check Date: ?</b> GenGov/trngl base mic stand/boom arm	<b>Vendor: 2236</b>	<b>Pacific West Sound, Inc.</b> 05/16/2011	200.12
			<b>Check Total:</b>	200.12
<b>Check No: 0</b> 72286 b 72286 a 72286 c 72286 d 72286 f	<b>Check Date: ?</b> Ref/Postage Billing April Ref/Printing Billing April Wat/Postage Billing April Wat/Printing Billing April Sew/Postage Billing April	<b>Vendor: 2459</b>	<b>CSG Systems, Inc.</b> 04/26/2011 04/26/2011 04/26/2011 04/26/2011 04/26/2011	180.18 102.58 450.44 256.48 270.26

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
72286 e	Sew/Printing Billing April		04/26/2011	153.89
			<b>Check Total:</b>	1,413.83
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2492</b>	<b>Golden Hills CSD</b>	
WCF 05052011	Wtr/Leased water rights		05/05/2011	13,527.00
			<b>Check Total:</b>	13,527.00
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2514</b>	<b>Trade-A-Plane</b>	
1066520-2011050	Air/Subscriptions		05/06/2011	45.00
			<b>Check Total:</b>	45.00
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2661</b>	<b>HdL Software, LLC</b>	
0018071-IN	Gen/Contract Service - Sales Tax Aud		05/09/2011	1,108.50
			<b>Check Total:</b>	1,108.50
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2676</b>	<b>USPS-Hasler</b>	
052411	GenGov/postage		05/24/2011	1,000.00
			<b>Check Total:</b>	1,000.00
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2785</b>	<b>Bakersfield VIP Uniforms, Inc.</b>	
15537	PDU Twill Cargo - Henning		04/21/2011	129.88
15811	PD/Pipe Band		05/13/2011	50.61
15628	POLICE ID - Disney		04/29/2011	135.03
15689	PD/Uniform VIP Hester		05/04/2011	39.42
15629	PDU Twill - Disney		04/29/2011	123.38
15809	PD/Uniform Officer Arebalo		05/13/2011	412.37
15569	PD/Uniform VIP Richards		04/25/2011	54.11
			<b>Check Total:</b>	944.80
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2805</b>	<b>Stacy Arebalo</b>	
55039	PD/Pres Materials Reim - Dollar Tree		05/20/2011	8.33
			<b>Check Total:</b>	8.33
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2807</b>	<b>Denise Gutierrez-Brown</b>	
040511 1	PD/mileage reimbursement		04/05/2011	3.06
040511 2	PD/mileage reimbursement		04/05/2011	3.06
040511 3	PD/mileage reimbursement		04/05/2011	73.75
			<b>Check Total:</b>	79.87
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2827</b>	<b>SymbolArts</b>	
0146468-IN	PD/Badges		05/06/2011	446.00
			<b>Check Total:</b>	446.00
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2830</b>	<b>Galls</b>	
510156708	Credit		10/21/2009	-13.50
511340851	undercarraige mirror		04/28/2011	198.19
			<b>Check Total:</b>	184.69
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2874</b>	<b>Department of Justice, Account</b>	
849585	PD/Fingerprint apps		05/04/2011	255.00
			<b>Check Total:</b>	255.00
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2892</b>	<b>Mountain Maintenance Group, In</b>	
4116 1	GenGov/cleaning/115 S Robinson		05/23/2011	240.00
4108 a	Gen/Cleaning 5/2-5/5		05/10/2011	240.00
4112 a	Gen/Cleaning 5/9-5/12		05/19/2011	240.00
4116 2	PD/cleaning/129 E F st		05/23/2011	300.00
4108 b	PD/Cleaning 5/2-5/5		05/10/2011	300.00
4112 b	PD/Cleaning 5/9-5/12		05/19/2011	300.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
4110	Depot/Cleaning 5/5-5/9		05/10/2011	250.00
4118	Depot/cleaning/101 W Teh blv		05/23/2011	250.00
4114	Depot/5/12-5/16		05/19/2011	250.00
4109	Air/Cleaning 5/6		05/10/2011	50.00
4117	Arprt/cleaning/314 N Hayes		05/23/2011	50.00
4113	Air/Cleaning 5/13		05/19/2011	50.00
<b>Check Total:</b>				<b>2,520.00</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2902</b>	<b>Sim Sanitation, Inc</b>	
22163	Arprt/unit rental		05/23/2011	114.00
<b>Check Total:</b>				<b>114.00</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2971</b>	<b>J. Gardner &amp; Associates, LLC</b>	
6968	PD/Jr. Police Badges 10,000		05/14/2011	441.35
<b>Check Total:</b>				<b>441.35</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2978</b>	<b>Andy Gump, Inc</b>	
INV35095	PW/Fence Rental		04/21/2011	89.63
<b>Check Total:</b>				<b>89.63</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2981</b>	<b>Burke, Williams &amp; Sorenson, LL</b>	
145995	89-2 Professional Services thru 4/30		05/05/2011	4,626.86
<b>Check Total:</b>				<b>4,626.86</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 2989</b>	<b>My Fleet Center.com</b>	
913495	PD/Oil Change		04/27/2011	36.20
<b>Check Total:</b>				<b>36.20</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 3005</b>	<b>Hdl Coren &amp; Cone</b>	
0016825-IN	Gen/Non-Res Gann Limits Reports		05/11/2011	300.00
<b>Check Total:</b>				<b>300.00</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 3017</b>	<b>Bear Valley Police Department</b>	
11-05-0001	Search Warrant Case 11-04-0415		05/04/2011	54.30
<b>Check Total:</b>				<b>54.30</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 3041</b>	<b>Hali-Brite, Inc.</b>	
17502	Airport/Lamp		05/02/2011	268.51
<b>Check Total:</b>				<b>268.51</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 3051</b>	<b>Tehachapi Transmissions, Inc.</b>	
2423	PD/Oil & Filter Change TE-10		05/10/2011	32.00
2416	PD/Oil & Filter change TE-11		05/06/2011	32.00
2447	PD/Horn Contact Assembly TE-05		05/23/2011	199.32
2420	PD/Oil & Filter change TE-03		05/09/2011	32.00
2437	PD/Oil & Transmission Filter Change		05/17/2011	245.36
<b>Check Total:</b>				<b>540.68</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 3083</b>	<b>Hub International</b>	
05102011	Special Event Insurance - Ntln Day o		05/10/2011	162.16
<b>Check Total:</b>				<b>162.16</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 3104</b>	<b>Hilltop Publishers</b>	
23518	Advert. Weed Abatement		05/14/2011	150.00
<b>Check Total:</b>				<b>150.00</b>
<b>Check No: 0</b>	<b>Check Date: ?</b>	<b>Vendor: 3113</b>	<b>Townsend Public Affairs, Inc.</b>	
6936	Sew/Consulting-Admin Fees May 2011		05/01/2011	3,240.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			<b>Check Total:</b>	3,240.00
<b>Check No: 0</b> 050511	<b>Check Date: ?</b> PD/Tire TE10	<b>Vendor: 3173</b>	<b>Soto Tire &amp; Wheels</b> 05/05/2011	135.00
			<b>Check Total:</b>	135.00
<b>Check No: 0</b> C01686	<b>Check Date: ?</b> Wat/Fuel Pump 1GBJK34234E313181	<b>Vendor: 3248</b>	<b>Three Way Automotive Group</b> 05/05/2011	279.53
			<b>Check Total:</b>	279.53
<b>Check No: 0</b> 07042011	<b>Check Date: ?</b> GenGov/event staff & travel time	<b>Vendor: 3252</b>	<b>Knights Event Management</b> 07/04/2011	794.00
			<b>Check Total:</b>	794.00
<b>Check No: 0</b> 128144	<b>Check Date: ?</b> PD/Kaya exam	<b>Vendor: 3292</b>	<b>Tehachapi Veterinary Hospital</b> 04/27/2011	133.50
			<b>Check Total:</b>	133.50
<b>Check No: 0</b> 1301017	<b>Check Date: ?</b> Gas Tax/Stop/Slow Paddle	<b>Vendor: 3294</b>	<b>Lewis Barricade</b> 04/26/2011	69.07
			<b>Check Total:</b>	69.07
<b>Check No: 0</b> 051911	<b>Check Date: ?</b> Comm Dev/Display Walmart	<b>Vendor: 3333</b>	<b>Dustan Hostetler</b> 05/19/2011	250.00
			<b>Check Total:</b>	250.00
<b>Check No: 0</b> AMC-505	<b>Check Date: ?</b> Swr/annual fee 2011	<b>Vendor: 3373</b>	<b>Green Energy</b> 05/03/2011	1,000.00
			<b>Check Total:</b>	1,000.00
<b>Check No: 0</b> 5938	<b>Check Date: ?</b> Dwntwn Phase II/4" quick valve compl	<b>Vendor: 3374</b>	<b>Wells Tapping Service, Inc.</b> 05/13/2011	4,425.00
			<b>Check Total:</b>	4,425.00
			<b>Report Total:</b>	<b>271,397.64</b>

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
<b>Check No: 33691</b>	<b>Check Date: 05/12/2011</b>	<b>Vendor: 1851</b>	<b>AT&amp;T</b>	
050111	GenGov/white page account		05/01/2011	11.71
			<b>Check Total:</b>	<b>11.71</b>
<b>Check No: 33692</b>	<b>Check Date: 05/12/2011</b>	<b>Vendor: 3317</b>	<b>HPS Mechanical, Inc.</b>	
03312011	Swr/Tucker SwrLiftStation/Final Marc		03/31/2011	8,911.73
			<b>Check Total:</b>	<b>8,911.73</b>
<b>Check No: 33693</b>	<b>Check Date: 05/12/2011</b>	<b>Vendor: 0372</b>	<b>Southern California Edison</b>	
0503111	Strts/326 E D st		05/03/2011	20.20
0503112	Strts/303 E ave D		05/03/2011	15.33
0506113	Strts/Curry st S/O Pinon		05/06/2011	14.94
0507114 2	Strts/Mulberry/Brentwood		05/07/2011	74.80
0506115	Strts/Tucker rd/Hwy 202		05/06/2011	174.75
0506116	Strts/Goodrick dr E/O Dennison		05/06/2011	204.41
0506117	Strts/Valley bl W/O Dennison		05/06/2011	408.85
0506118	Strts/Curry st/Walnut		05/06/2011	13.77
0506119	Strts/710 W Teh blv		05/06/2011	160.44
05061110	Strts/Teh blv/Dennison		05/06/2011	12.43
05061111	Strts/800 S Curry st		05/06/2011	35.00
05061112	Strts/Dennison/Brett av		05/06/2011	43.73
05061113	Strts/Highline & Curry		05/06/2011	16.66
05061114	Strts/Mill st S/O E st		05/06/2011	11.10
05061115	Strts/Tucker/Valley		05/06/2011	128.90
05061116	Strts/Mill and J st		05/06/2011	72.86
05061117	Strts/TR 45361 Mulberry ap		05/06/2011	55.29
05061118	Strts/Mill and J st		05/06/2011	111.49
05061119	Strts/F st E/O Mulberry		05/06/2011	183.05
05061120	Strts/213 W I st		05/06/2011	11.10
05051121	Strts/Highway 202		05/05/2011	53.45
05061122	Strts/100 W Teh blv #B		05/06/2011	153.06
05061123	Strts/101 W F st		05/06/2011	202.20
05061124	Strts/TR 2995 Oakwood/Val		05/06/2011	7,445.94
05061141	Strts/Teh/Tucker		05/06/2011	49.97
05051137	Wtr/Curry/lrg wtr tnks		05/05/2011	6,041.20
05061138	Wtr/1299 S Curry st/MWell		05/06/2011	2,122.42
05061139	Wtr/Pinon		05/06/2011	2,319.49
05071140	Wtr/129 Brentwood dr		05/07/2011	1,028.26
05071141	Wtr/Wht Oak extnd E Curry		05/07/2011	1,106.63
05061140	Swr/000000 Teh blv		05/06/2011	146.21
05061125	LLD/TR 2995 Oakwood/Val		05/06/2011	252.96
05061127	LLD/180 Valley		05/06/2011	21.11
05061126	LLD/TR 2995 Oakwood/Val		05/06/2011	179.52
05061128	LLD/311 Sutter st		05/06/2011	21.26
05061129	LLD/501 1/2 Pinon		05/06/2011	21.11
05071130	LLD/Manzanite/Green		05/07/2011	276.51
05061131	LLD/115 Manzanita lane		05/06/2011	17.18
05051132	LLD/1347 Clasico dr PED		05/05/2011	21.36
05051133	LLD/1115 Alder ave PED		05/05/2011	22.59
05051134	LLD/1415 Alder ave PED		05/05/2011	21.11
05071135	LLD/Dennison/Pinon st		05/07/2011	1,232.92
05071136	LLD/Mill st/D st		05/07/2011	80.09
			<b>Check Total:</b>	<b>24,605.65</b>
<b>Check No: 33694</b>	<b>Check Date: 05/12/2011</b>	<b>Vendor: 1759</b>	<b>SWRCB</b>	
060111	Swr/Grade III OpCert renewal/JParks		06/01/2011	170.00
			<b>Check Total:</b>	<b>170.00</b>
			<b>Report Total:</b>	<b>33,699.09</b>

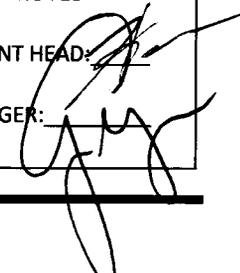
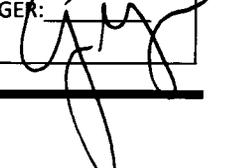
<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33786 052611	Check Date: 05/26/2011 GenGov/KCAC dinner and meeting	Vendor: 0032	City of Bakersfield 05/26/2011	25.00
			Check Total:	25.00
			Report Total:	25.00



# COUNCIL REPORTS

**AGENDA SECTION: POLICE DEPARTMENT**

**MEETING DATE: JUNE 6, 2011**

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

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**TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS**

**FROM: JEFF KERMODE, CHIEF OF POLICE**

**DATE: JUNE 1, 2011**

**SUBJECT: IMPLEMENTATION OF CODE RED EMERGENCY NOTIFICATION SYSTEM**

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Staff will be implementing the CodeRED emergency notification system on Wednesday, June 8<sup>th</sup>. As Council may recall, CodeRED is a web-based emergency notification system that allows select members of City staff to send out emergency information to targeted recipients via telephone, cell phone, text message, and e-mail.

The system would primarily be used in conjunction with emergency situations, such as last summer's West Fire, a train derailment, or other disaster. It could also be used to notify the public about other urgent situations, such as a missing child or a significant weather event, or to calm public concern, such as during last week's venting of natural gas pipelines.

The default database of phone numbers is generated from commercially available lists of phone numbers within the City of Tehachapi. Members of the public can go online to the City's website and add additional methods of contact, including cell phone numbers, text messaging numbers, and e-mail addresses.

When the system is activated, an emergency message can be sent to all contacts in the database, to targeted lists, such as City employees or neighboring government agencies, or mapping software can be used to target specific neighborhoods or a specific radius around an event. The system is capable of sending out several hundred calls within a few minutes and automatically re-trying numbers that were not reached.

On Wednesday afternoon, June 8<sup>th</sup>, the Police Department will activate the first "all call" using the system's default database to send out a test message encouraging the public to register their cell phones, e-mail addresses, and unlisted numbers through the city's website.

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**THIS IS AN INFORMATIONAL REPORT ONLY AND NO CITY COUNCIL ACTION IS REQUIRED.**

Attachment: CodeRED Media Release



## NEWS RELEASE

June 1, 2011

### LAUNCH OF CODE RED EMERGENCY NOTIFICATION SYSTEM

The City of Tehachapi will be launching the CodeRED Emergency Notification System with a “test call” to residents in the City of Tehachapi on **Wednesday, June 8<sup>th</sup>**.

The calls will be on the afternoon of June 8<sup>th</sup> and will continue until the entire database has been attempted. The call will give City personnel the chance to operate the system as if there has been a community wide disaster. The message will direct recipients to the City web site to add additional contact numbers, and it also asks that recipients spread the word by mentioning the system to family, friends and neighbors.

Greg Garrett, Tehachapi City Manager, suggests that “all individuals and businesses should take the time to visit our website and add contact information to include cellular phones and other non-traditional phones as well as email and text addresses. If your contact information is not in the database you will not receive a call when an urgent message is sent.” In particular, businesses should register, as well as anyone who has unlisted phone numbers, has recently changed their phone number, and those who exclusively use a cellular phone or have VoIP phones (such as Vonage) as their primary numbers.

Residents and businesses are urged to log onto the City’s website at [www.tehachapicityhall.com](http://www.tehachapicityhall.com) and follow the CodeRED link on the left side of the page. Those without Internet access may call 661-822-2200 Monday through Thursday from 9am to 4pm. Required information includes a street address (physical address, no P.O. boxes) for location purposes and a primary phone number. Additional phone numbers, email, and text addresses may also be entered.

More information about the CodeRED system is on the website and any questions should be directed to Tehachapi City Hall at 661-822-2200.

CodeRED is a partnership between the City and Emergency Communications Network (ECN). ECN provides affordable high-speed notification solutions capable of reaching millions of citizens in minutes. ECN’s sophisticated network supports a web-based product suite featuring CodeRED<sup>®</sup> which enables local government officials to communicate time-sensitive, personalized messages via voice, email and text messaging; CodeRED Weather Warning<sup>™</sup> which provides automated alerts to citizens in the path of severe weather just moments after a warning has been issued by the National Weather Service; CheckUp Call<sup>™</sup> for scheduling calls to check on at-risk individuals, including the elderly, infirm and latchkey kids; and CodeRED<sup>®</sup> for use by school systems to improve communications with their communities. For more information about Emergency Communications Network, visit their website at [emergencycommunications.net](http://emergencycommunications.net).

**Prepared By:** Jeff Kermode, Chief of Police

[www.tehachapicityhall.com](http://www.tehachapicityhall.com)  
129 E. “F” Street ▪ Tehachapi ▪ California ▪ 93561 ▪ (661) 822-2222



# COUNCIL REPORTS

AGENDA SECTION: POLICE DEPARTMENT

MEETING DATE: JUNE 6, 2011

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

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**TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS**

**FROM: JEFF KERMODE, CHIEF OF POLICE**

**DATE: JUNE 1, 2011**

**SUBJECT: SUBMITTAL OF COPS HIRING PROGRAM GRANT APPLICATION**

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Staff is seeking approval from the City Council to apply for the COPS Hiring Program to fund entry level salary and benefits for one police officer for a three year period. If approved, the funds would be used to add one additional police officer position.

The grant conditions do require the City to retain any grant funded position for at least one year from the end of the grant funded period. The grant conditions also require the Police Chief and the City Manager to sign all appropriate documents with the authorization of the City Council.

The COPS grant application was submitted on May 24<sup>th</sup>, in advance of the May 25<sup>th</sup> deadline.

## FISCAL IMPACT

If approved as requested, the grant will fund 100% of entry level salary and benefits for one police officer for three years. Under this program, all matching funds have been waived. The General Fund would be impacted for any salary above entry level and for the full salary and benefit costs after the three year period.

## OPTIONS

- To approve the submittal of the COPS Hiring Program Grant Application.
- To disapprove the submittal of the COPS Hiring Program Grant Application.

## RECOMMENDATION

**TO ADOPT THE RESOLUTION AND APPROVE THE COPS HIRING PROGRAM GRANT APPLICATION AND ALLOW THE POLICE CHIEF AND CITY MANAGER TO SIGN THE APPLICATION AND ALL FUTURE TRANSACTIONS WITH REGARD TO SAID GRANT.**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AUTHORIZING THE POLICE CHIEF AND CITY MANAGER TO SIGN AND EXECUTE DOCUMENTS FOR THE COPS HIRING PROGRAM GRANT APPLICATION**

WHEREAS, the provisions of the COPS Hiring Program permit the Tehachapi City Council to designate officials of the City to act on behalf of the City concerning the signing and execution of grant applications, contract documents and approval of related matters; and

WHEREAS, the City of Tehachapi has submitted a COPS Hiring Program Application for funding of sworn personnel; and

WHEREAS, if awarded, CITY OF TEHACHAPI, will enter into a Grant Agreement with the US Department of Justice for implementation of said Grant;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Police Chief of the City of Tehachapi and the City Manager of the City of Tehachapi, are herewith authorized to sign and execute grant applications, contract documents and to approve related matters with the COPS Hiring Program.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 6<sup>th</sup> day of June 2011 by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
ED GRIMES, Mayor of the  
City of Tehachapi, California

ATTEST:

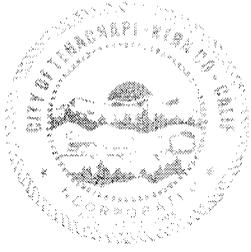
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DENISE JONES  
City Clerk of the City of Tehachapi, California

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 June 6, 2011.

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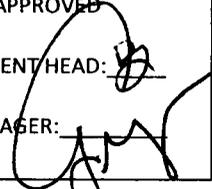
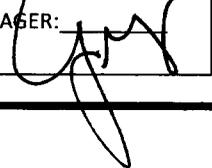
DENISE JONES  
City Clerk of the City of Tehachapi, California



# COUNCIL REPORTS

AGENDA SECTION: COMMUNITY DEVELOPMENT

MEETING DATE: JUNE 6, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

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**TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS**

**FROM: DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR**

**DATE: JUNE 1, 2011**

**SUBJECT: CITY COUNCIL RESOLUTION NO. A-2011 AND ASSOCIATED COOPERATIVE AGREEMENT TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE COUNTY OF KERN RELATIVE TO PURSUING CDBG FUNDING**

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## BACKGROUND:

The attached Resolution and associated cooperative agreement between the City of Tehachapi and the County of Kern will re-establish our participation with the Kern County Community Program Department for three (3) years commencing with Fiscal Year 2012-2013 and continuing through Fiscal Year 2014-2015. Our existing agreement is due to expire in June of 2012 and if the City desires to continue pursuing our CDBG and other related funding through Kern County we need to adopt Resolution No. A-2011 and execute the associated agreement and return same to the Community Development Program Department by June 15, 2011, even though there is one (1) year remaining on the current agreement. HUD requires that cooperative agreement renewals be completed and executed one (1) year in advance of the expiration. By entering into this agreement the City will be prohibited from pursuing CDBG funding directly from the State until our agreement expires and the City elects not to renew the agreement.

## OPTIONS:

There are only two (2) options available as follows:

- Adopt Resolution No. A-2011 and execute the associated agreement with the County of Kern to participate with the Kern County Community Development Program.
- Do not adopt Resolution No. A-2011 and do not enter into a cooperative agreement with the County of Kern and pursue CDBG and related funding directly from the State of California.

## FISCAL IMPACT:

By entering into an agreement with the County of Kern, the City will maintain the status quo. Based on the County's entitlement formula the City typically receives approximately \$90,000.00 per fiscal year, which we can apply towards projects that benefit primary families and individuals within the low to moderate-income range. With respect to pursuing CDBG funding directly from the State, at this juncture there has not been adequate research to know with certainty that this option would be a more fiscally sound approach.

**RECOMMENDATION:**

Given the uncertainty of pursuing CDBG funding directly from the State, it is Staff's recommendation that the Council adopt Resolution No. A-2011 and execute the related agreement between the City of Tehachapi and the County of Kern.

## COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter "COUNTY") and the CITY OF TEHACHAPI, a municipal corporation located within Kern County (hereinafter "CITY"),

### WITNESSETH

WHEREAS, the United States Department of Housing and Urban Development (hereinafter "HUD") has notified the COUNTY that it is considered to have the required qualifications (determination of essential powers) to participate in the Community Development Block Grant Entitlement (hereinafter "CDBG") program as an urban county as that term is defined in Title I of the Housing and Community Development Act of 1974, as amended (hereinafter the "Act"); and

WHEREAS, HUD has notified the COUNTY that it is a participant in the HOME Investment Partnerships Program (HOME) as defined in Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended; and

WHEREAS, HUD has notified the COUNTY that it is a participant in the Emergency Shelter Grants (ESG) Program; and

WHEREAS, the CDBG qualification process requires that following HUD's determination that a county possesses the essential powers to participate in the CDBG program as an urban county, the units of general local government within the county be notified of their opportunity to participate in the county's CDBG, HOME, and ESG programs by entering into a cooperation agreement with the designated urban county; and

WHEREAS, such cooperation agreements provide that the unit of general local government and the county will cooperate in essential community development and housing assistance activities and that the area and population of the unit of general local government will be included with that of the county by HUD in determining funding levels; and

WHEREAS, the COUNTY has notified the CITY of the opportunity to participate in the COUNTY's CDBG, HOME, and ESG programs; and

WHEREAS, the CITY desires to participate in and be a part of the COUNTY's CDBG, HOME, and ESG programs;

NOW, THEREFORE, it is mutually agreed between the COUNTY and the CITY as follows:

1. This Agreement shall remain in effect through the 2014 program year (a program year is the twelve month period commencing July 1 and continuing through and including the following June 30). Therefore the CITY shall participate in the COUNTY's CDBG, HOME, and ESG programs during federal fiscal years 2012, 2013, and 2014, and does therefore approve and acknowledge the COUNTY's authority to carry out activities that will be funded from annual CDBG, HOME, and ESG appropriations for the federal fiscal years for which the COUNTY is to qualify and from any program income generated from the expenditure of such funds, including such additional time as may be required for completion of funded activities and the expenditure of any such funds granted by the COUNTY to the CITY. The Cooperation Agreement must remain in effect until the CDBG (and HOME and ESG, where applicable) funds and program income received with respect to activities carried out during the three-year

qualification period are expended and the funding activities completed.

2. Neither the COUNTY nor the CITY shall terminate or withdraw from this Agreement (other than as provided by rules and regulations of the Act adopted by the Federal government subsequent to this Agreement), unless the COUNTY fails to qualify as an urban county or if the COUNTY does not receive a Community Development Program Block Grant in any year of the three year period for which the COUNTY is seeking to qualify as an urban county.

3. The COUNTY and the CITY shall cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

4. The COUNTY shall have final responsibility for selecting activities, implementing the Consolidated Plan as approved by HUD, and for the filing of the Consolidated Plan with HUD.

5. The CITY shall undertake, without reservation or intent to obstruct, all actions determined by the COUNTY or HUD to be necessary to carry out the CDBG, HOME, and ESG programs and the approved Consolidated Plan and to comply with all CDBG, HOME, and ESG program requirements and applicable Federal and State laws and regulations during the three program years for which the COUNTY qualifies as an urban county and for such additional time as may be required for completion of funded activities and the expenditure of funds granted by the COUNTY for such period.

6. The COUNTY and CITY hereby assume the obligation to take all required actions necessary to assure compliance with the COUNTY's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1974, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and any and all other applicable laws, regulations and orders. By this assumption, the COUNTY and CITY recognize and accept the provisions of the Act prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY's actions to comply with its fair housing certification.

7. Pursuant to the requirements of the Act and implementing regulations found at 24 CFR 570.501(b), the CITY hereby agrees to be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as precedent to implementation of individual CDBG funded activities, as set forth at 24 CFR 570.503.

8. The CITY shall maintain appropriate record of and return to the COUNTY on receipt by the CITY, any income generated by the expenditure of CDBG, HOME, and ESG funds received by the CITY. In the event of the CITY's community development program close-out or change in the CITY's status, any such program income that is on hand or received by the CITY subsequent to such close-out or change in status shall immediately be paid to the COUNTY.

9. The CITY has adopted and is enforcing:

- a. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

10. The CITY shall comply with those provisions of the CDBG, HOME, and ESG program which apply to real property acquired or improved in whole or in part using CDBG, HOME, and ESG funds and which is within the control of the CITY. Such provisions include CITY responsibility to:

- a. make timely notification to the COUNTY of any modifications or change in the use of the real property from that planned and approved by the COUNTY at the time of acquisition or improvement, including its disposition;
- b. reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-HUD funds) of property acquired or improved with CDBG, HOME, or ESG funds and that is sold or transferred for a use which does not qualify under CDBG, HOME, or ESG program regulations; and
- c. immediately return to the COUNTY any program income generated from the disposition or transfer of property prior to or subsequent to close-out, change of status or termination of this Agreement of Cooperation.

11. The CITY understands and agrees that, as a part of the COUNTY's CDBG program:

- a. it will not be eligible (except as otherwise provided by legislation adopted by the Federal government subsequent to this Agreement) for grants under the HUD-Administered or State-Administered Small Cities or State CDBG programs from appropriations from a fiscal year for which it is participating in the Entitlement CDBG Program with the COUNTY; and
- b. it may not participate in the HOME Investment Partnerships program or Emergency Shelter Grants program except through the COUNTY, regardless of whether the COUNTY receives a HOME Investment Partnerships or Emergency Shelter Grant formula allocation.

12. This Agreement may only be modified by an instrument in writing executed by the COUNTY and the CITY and approved by HUD.

13. Any and all notices sent pursuant to, or in furtherance of the purposes of, this Agreement shall be deemed delivered if personally served upon the Clerk of the Board of Supervisors of the COUNTY or upon the Clerk of the City Council of the CITY, or if sent via the United States Postal Service, postage prepaid, directed to COUNTY, addressed as follows:

Clerk of the Board of Supervisors  
County of Kern  
1115 Truxtun Avenue, Fifth Floor  
Bakersfield, California 93301

/

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/

/

/

/  
or directed to the CITY, addressed as follows:

Clerk of the City Council  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93561-1722

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Recommended and Approved as to Content  
PLANNING AND COMMUNITY DEVELOPMENT  
DEPARTMENT

COUNTY OF KERN

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
"COUNTY"

Approved as to Form:  
OFFICE OF COUNTY COUNSEL

CITY OF TEHACHAPI

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
"CITY"

**RESOLUTION NO. A-2011**

**RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF TEHACHAPI TO COOPERATE WITH THE  
COUNTY OF KERN**

WHEREAS, the U.S. Department of Housing and Urban Development has identified this City as authorized to be included in the County of Kern's Community Development Block Grant program entitlement pursuant to Title I of the Housing and Community Development Act of 1974, as amended, (hereinafter the "Act"); and

WHEREAS, HUD has notified the County of Kern that it is a participant in the HOME Investment Partnerships program as defined in Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended; and

WHEREAS, the Act requires the execution of a Cooperation Agreement between this City and the County of Kern; and

WHEREAS, such Agreement allows this City's population to be included with the County of Kern's in determining a basic annual Community Development Block Grant and HOME Investment Partnerships program grant amount; and

WHEREAS, it is the intention of this City to enter into such an Agreement with the County of Kern to cooperate in undertaking, or assist in undertaking, essential community renewal and lower income housing assistance activities in the incorporated area of this City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tehachapi:

1. Elects to participate in the Community Development Block Grant and HOME Investment Partnerships programs for the three program years commencing with 2012-2013 and continuing through 2014-2015 in accordance with the regulations by the Act;
2. Directs the Mayor to sign the required Agreements; and
3. Authorizes Greg Garrett, City Manager, from this City to execute and/or perform all other appropriate acts necessary to accomplish the purpose of the Resolution.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting on the 6<sup>th</sup> day of June, 2011.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

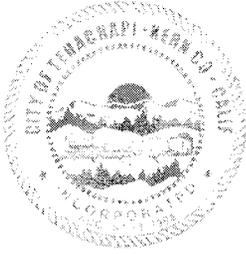
\_\_\_\_\_  
ED GRIMES, Mayor of the City of  
Tehachapi, California

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 June 6, 2011.

\_\_\_\_\_  
DENISE JONES, City Clerk of the City  
of Tehachapi, California



# COUNCIL REPORTS

**AGENDA SECTION: COMMUNITY DEVELOPMENT**

**MEETING DATE: June 6, 2011**

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

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**TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS**

**FROM: DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR**

**DATE: June 1, 2011**

**SUBJECT: LETTER IN OPPOSITION TO WIND PARKS ENCROACHING INTO RESIDENTIAL COMMUNITIES**

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**BACKGROUND:**

As the City Council will recall, at the May 16, 2011 City Council meeting the City Council requested that staff place the issue of wind parks encroachment on residential communities on the June 6, 2011 agenda. Additionally, the City Council requested that a letter in opposition be prepared and addressed to the Kern County Planning Department regarding same.

**RECOMMENDATION:**

Staff recommends that the City Council formally oppose wind parks in the greater Tehachapi region that encroach upon residential communities and draft a letter to the Kern County Planning Department expressing this opposition.



June 2, 2011

Ms. Lorelei H. Oviatt, Director  
Kern County Planning Department  
2700 "M" Street, Suite 100  
Bakersfield, CA. 93301-2323

RE: Letter of Opposition to Wind Parks encroaching too close to established communities

Dear Ms. Oviatt:

On behalf of myself and the other members of the Tehachapi City Council, I wanted to take this opportunity to first reassure the County that the City of Tehachapi in general has been very supportive of the Wind Energy Industry and we appreciate and acknowledge the economic benefits that the growth in this industry has brought and will continue to bring to our region. However, the City Council of the City of Tehachapi would like to go on record that we are in opposition to these relatively new wind park proposals that are encroaching far too close to established residential communities such as Sand Canyon, Mountain Meadows, Old West Ranch and the City of Tehachapi.

Wind Parks are essentially a heavy industrial use of the land and it is our collective opinion that wind parks and residential communities at any density and land use intensity are simply incompatible land uses in terms of public safety, aesthetics and the maintenance of a high quality of life standard. For example, many of these new and existing wind parks share the same access roads with the impacted adjacent residential community. As such, these country roads are deteriorating much faster than they would otherwise in the absence of wind park related traffic. This condition is exacerbated by the fact the wind industry has done little in most instances to repair the damage they have caused. Additionally, the commingling of residential traffic and wind park construction and maintenance related traffic makes for a very dangerous condition.

Based on the above observation it leaves the community with the impression that Kern County has lost any semblance of control over the industries growth. Many of the parks appear to be located outside the Wind Resource Area boundary and certainly extend beyond the unofficial line of demarcation of which we assumed the wind parks would never be allowed to cross. The fact that the majority of these projects require a General Plan Amendment and/or Zone Change to facilitate a wind park suggests that the areas in question were never intended to accommodate the wind industry.

Based on the above, the City of Tehachapi respectfully request that the County of Kern establish a clear and formal line of demarcation between the areas having wind park potential and any residential communities to ensure that the wind industry can continue to grow but not at the expense of established communities. This line of demarcation should be developed with input from the community and not done in a vacuum.

Once established the greater Tehachapi community will have some assurance that they will be protected from wind park encroachment and it will give the wind industry a clearer understanding of where wind parks are acceptable and where wind parks are not acceptable. Additionally, establishing an official line of demarcation will help constrain the wind park speculators whereby individuals are purchasing large tracts of land in hope of entering into lucrative wind park leases and contracts.

Thank you for your consideration in this matter.

Sincerely,

Ed Grimes, Mayor

cc: Zack Scrivner, Second District Supervisor



April 19, 2011

Lorelei H. Oviatt, AICP  
Kern County Planning Department  
2700 "M" Street, Suite 100  
Bakersfield, CA 93301

RE: Pahnamid and Clear Vista Wind Energy Projects

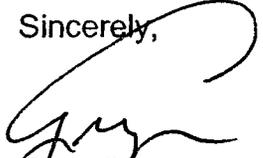
Dear Ms. Oviatt:

As you are aware the above referenced projects were on the April 18, 2011 City Council agenda as a discussion item. Please see attached agenda and corresponding staff report for details. As indicated, the purpose of the agenda item was for information purposes only and neither City staff or the City Council took a definitive position relative to the aforementioned projects.

However, that said there were numerous Tehachapi residents in attendance who expressed their concerns and objections to these and other wind energy developments that are encroaching much closer to the City limits and residential areas than ever anticipated. Additionally, these individuals were looking to the City Council to represent their interest in this regard.

Based on the above, the City Council directed staff to be very engaged in the environmental review and entitlement process as these projects work their way through the system.

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. 105.

Sincerely,  
  
Greg Garrett  
City Manager

cc: City Council



May 5, 2011

Ms. Jacqui R. Kitchen  
Kern County Planning and Community Development Department  
2700 "M" Street, Suite 100  
Bakersfield, CA 93301

RE: Pahnamid Wind Energy Project by Alta Windpower Development, LLC, Notice of Preparation

Dear Ms. Kitchen:

Thank you for the opportunity for the City of Tehachapi to submit comments relative to the Notice of Preparation (NOP) for the above referenced project which in our opinion warrants the preparation of a comprehensive Environmental Impact Report (EIR). In addition to the more conventional EIR Issues such as impacts to biological resources, cultural resources, etc., that were referenced in the NOP, the City of Tehachapi respectfully request that the following issues also be addressed in the EIR.

- The NOP would suggest in the project description that the Pahnamid Wind Energy project is located in a remote area and not within close proximity to any established communities. However, the project is in close proximity to the Mountain Meadows and Old West Ranch estate lot residential communities. Additionally, the proposed wind park is in close proximity to the Religious Order of the Norbertine Canonesses of the Bethlehem Priory of St. Joseph. While not a residential community in the conventional sense, this facility is never-the-less a faith based community in need of quiet and solitude. The proposed wind park needs to be evaluated in terms of its compatibility with the above referenced communities from a land use interface perspective.
- The proposed wind park is located up stream of several check dams that are managed by the Tehachapi Cummings County Water District. These facilities serve two (2) essential purposes, to control storm water run off from within the water shed and to serve as aquifer recharge areas. The EIR needs to evaluate stormwater run off associated with the construction of the wind park and associated pads and access roads to ensure that run off is controlled and the capacity of the basins are not compromised. Additionally, given the recharge function of the basins the EIR needs to evaluate run off from a siltation perspective to ensure that the percolation capacity and function of these basins are not compromised recharge facilities.

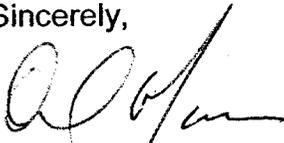
- The NOP makes no mention of Tucker Road (SR 202) as a potential access road from a regional transportation perspective. Tucker Road is an important commercial corridor and a significant segment of Tucker Road is a State Highway. Tucker Road will very likely be utilized to access the proposed wind park. The EIR needs to evaluate the potential for short term impacts associated with the construction of the wind park and the long term impacts associated with the maintenance and operation of the wind park.
- The NOP identifies several conceptual methods by which to establish an overhead 230 K-V transmission lines linking the proposed wind park to the actual grid by way of the SCE Wind Hub Substation. The EIR needs to evaluate the impact of the transmission line as a component of the project and in this regard not bifurcate the process by which only the environmental consequences of the wind park are evaluated and the environmental consequences of the transmission line is differed and evaluated through a subsequent environmental document. Under CEQA the project in its entirety must be evaluated and in this regard you can not break a project up into smaller components referred to in CEQA legislation as a project segmentation.
- The proposed wind park is in close proximity to the Tehachapi Mountain Park. The EIR needs to evaluate the wind parks potential impacts on the Mountain Park Recreational area from a land use interface and compatibility perspective.
- The EIR must evaluate alternative projects including the mandatory no project alternative. During the May 2, 2011, scoping meeting the one individual present in support of the project posed the question of which I am paraphrasing. What are the alternatives? Would you rather see the property owner break the property into large lot ranchetts and have houses dotted along the mountain range? In this regard the City suggest that the project alternatives analysis be limited to only wind related alternatives perhaps a more intensive wind park alternative and a reduced scope wind project. Non-wind energy related alternatives such as parcelizing the subject site into ranchettes are non starters and would not be an appropriate alternative from a CEQA perspective and would only serve as a scare tactic suggesting to the community that they have to choose and accept a wind park as a lesser of two (2) evils, so to speak.
- The proposed wind park is in an area that exhibits much steeper terrain with a much heavier fuel load than the established wind parks within the wind resource area located considerably east of the project site. In this regard the potential of wildland fires associated with turbine malfunctioning and lightning strikes needs to be evaluated in the EIR.
- The area proposed for the Pahnamid Wind project is a relatively pristine segment of the Tehachapi Mountain range. This segment can be viewed from almost any vantage point in the Tehachapi Valley. In its current relatively undisturbed condition

the views this range contributes significantly to the communities quality of life and sense of place. We (the City) appreciate that this issue would likely fall within Section 15131 (Economic and Social effects) of CEQA legislation. We also recognize and appreciate that addressing impacts having aesthetic and quality of life ramifications are rather nebulously defined topics under CEQA. However, the City of Tehachapi respectfully requests that the EIR never-the-less make a concerted effort at evaluating the project's potential impacts on the Tehachapi community's quality of life relative to the disturbance the project may have on the view shed.

- A significant segment of the proposed project is located outside of the 232,198 acre Tehachapi Wind Resource Area (TWRA) boundary. Kern County spent a significant amount of time and effort establishing the TWRA boundary. This vast area was intended to be large enough to meet the needs of the large scale wind park projects for the foreseeable future. There is approximately 125,000 acres within the TWRA boundary available for development. The existing TWRA should be fully utilized employing the planning principal of infill development prior to allowing wind parks to extend beyond the current TWRA boundary.
- The EIR needs to evaluate the impacts from a compatibility perspective to the Mountain Valley Airport to ensure that the project will not have compatibility ramification that could impact the long term viability of the Airport. Additionally, while the Tehachapi Municipal Airport is significantly further away then the Mountain Valley Airport the EIR should not be dismissive of the projects impacts particularly the 40:1 slope area.

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,



DAVID A. JAMES  
Community Development Director

cc: Greg Garrett, City Manager

To: Tehachapi City Council

Re: Pahnamid Windmill Project NOP

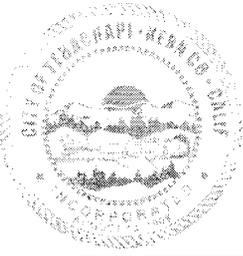
The Airport Commission is concerned about some potential negative impacts of the Pahnamid Wind Project as well as future projects to the safety of flight at the Tehachapi Municipal Airport area of operation and adjacent areas.

The specific areas of concern are:

1. Protection of the airspace associated with any future Instrument Approach Procedure, especially the area associated with the Missed Approach Procedure. Because of the terrain surrounding the Tehachapi Airport, a missed approach, in which an attempt to follow procedures to line up with and locate the airport in bad weather, results in not being able to do so, then the only safe procedure would be a climbing turn to the south. Any tall structures on the ridges on the south side of the Tehachapi Valley would reduce the amount of safe airspace to conduct such a procedure.
2. Protection of the airspace associated with the Normal VFR traffic flow and landing traffic patterns. Currently, Mountain Valley airport has their traffic pattern for gliders on the north side, and for powered aircraft on the south side of their airport, pressing very close to the tops of the ridges just south of the airfield. Placing tall wind turbines on these ridges may force powered traffic to use a pattern on the north side, remaining above and clear of the glider pattern. Deconfliction of aircraft in the Tehachapi Municipal Airport traffic pattern with traffic from Mountain Valley Airport may become an issue as traffic is compressed into the northern part of the Tehachapi Valley.
3. There is a potential for compression of glider traffic into the main part of the Tehachapi valley as ridge lift is rendered unsafe for use. Currently, Tehachapi has world wide attraction to soaring enthusiasts for its combination of available thermal lift, mountain wave, and ridge lift. Ridge lift makes use of the upgoing currents on the windward side of ridges in which a glider pilot can traverse back and forth for long periods of flight, flying low along the ridge crests. Placing wind turbines on these ridges renders the ridges unusable for this type of soaring.

We recommend the Pahnamid Wind Project EIR include consideration of these issues.

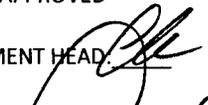
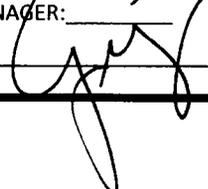
Eric Hansen  
Chairman, Tehachapi Airport Commission



# COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: JUNE 6, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

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**TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS**

**FROM: CHRIS KIRK, CAPITAL PROJECTS MANAGER**

**DATE: JUNE 2, 2011**

**SUBJECT: HOTDOG FESTIVAL 2011 - KIDDIE AMUSEMENTS**

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## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Kiddie Amusements Inc. for entertainment at the July 4<sup>th</sup> Hotdog Festival. Kiddie Amusements will provide one bounce house, one giant slide, one obstacle course, one monkey motion and one rock climbing wall at Philip Marx Central Park in Tehachapi, CA, from 11:00 am to 4:00 pm on July 4, 2011.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE KIDDIE AMUSEMENTS INC.**

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between the CITY OF TEHACHAPI, hereinafter "City", and Cheryl Ruiz dba Kiddie Amusements of Bakersfield [INC., a California Corporation], hereinafter "Contractor,"

### **WITNESSETH:**

**WHEREAS**, City is sponsoring a July 4, 2011 Hot Dog Festival and wishes to contract with Contractor to provide certain amusements (the "Entertainment"); and

**WHEREAS**, Contractor wishes to contract with City to provide the Entertainment and City is agreeable thereto under the terms and conditions hereinafter described.

**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 to provide the following Entertainment: One (1) Bounce House, One (1) Giant Slide, One (1) Obstacle Course, One (1) Monkey Motion, and One (1) Rock Wall on July 4, 2011 at Central Park in Tehachapi, California from 11:00 a.m. to 4:00 p.m. (the "Entertainment").
3. All costs incurred by Contractor in providing the Entertainment including, without limitation, insurance costs and fees, transportation, sales tax, and administration, shall be paid by Contractor at its sole cost and expense.
4. In the performance of Contractor's duties hereunder, Contractor shall provide One Bounce House, One Giant Slide, One Obstacle Course, One Monkey Motion, and One Rock Wall; all amusements including but not limited to all equipment, supplies, and other items necessary or convenient to providing the Entertainment at Contractor's sole cost and expense.
5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement (i) all Worker's Compensation Insurance where and in the amounts required by law, (ii) a Comprehensive General Public Liability Insurance Policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder

in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least 10 days notice prior to cancellation or reduction of coverage, and (iii) Vehicle Liability Insurance in amounts not less than those set forth in Subparagraph (ii) of this Article 5. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

6. 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.

7. 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 addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon notice to Contractor at City's sole and absolute discretion in which case this Agreement shall terminate immediately. 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.

8. 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.

9. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions either on real property owned or controlled by City, or in the manner in which Contractor is required to or chooses to perform its obligations hereunder, or in any other aspect or part of its performance hereunder. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including, but not limited to, any of

same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by City, or City's officers, councilpersons, employees, contractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

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

11. 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.

12. 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 – Cheryl Ruiz, 1400 "G" Street, Bakersfield, California, 93301, [www.kiddieamusement.com](http://www.kiddieamusement.com) 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.

13. 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.

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

15. 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.

16. 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.

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

\_\_\_\_\_  
ED GRIMES, Mayor,  
City of Tehachapi, California

Kiddie Amusements of Tehachapi,  
"Contractor"

By: \_\_\_\_\_  
Name: Cheryl Ruiz  
Its:

2011  
HOT DOG FESTIVAL  
FOOD VENDOR/  
PARTICIPANT  
INFORMATION

ALL DOCUMENTS MUST BE RETURNED  
BY MAY 19, 2011

Applications **will not be considered complete, nor will they be accepted**, without all of the following documents signed, dated and included:

- Vendor Application
- Proof of Insurance
- Signed and dated Release of Liability
- Kern County Health Permit (food vendors only)
- Copy of current City of Tehachapi business license
- Application Fee made payable to the City of Tehachapi

Application Fee

For-profit vendor	\$100.00
Non-profit vendor	Free

Contact and return address:

Christopher Kirk, City of Tehachapi  
115 S. Robinson St  
Tehachapi, CA 93561  
(661) 822-2200, ext. 104  
ckirk@tehachapicityhall.com



**2011 July 4th Hotdog Festival  
and Fireworks Spectacular**

**Vendor Application**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Will you be serving food?

Yes

No

*If no, please skip the food vendor portion of the application below.*

**Food Vendors Only**

Kern County Health Permit No. \_\_\_\_\_

Description of  
Food

Do you have a booth with appropriate food walls?

Yes

No

**Non-Food Vendors**

Description of  
booth and  
planned  
activities

**All Vendors**

Notes and  
Special Requests

*\* Electricity will not be available for vendor use. All booths requiring electricity should plan to provide a generator to supply their own needs. Generators must be "quiet" or "super quiet" generators. Failure to provide an appropriate generator may eliminate your participation in this event. A determination of appropriate noise level for generators will be made at the event organizer's sole discretion.*

Signature of Responsible  
Party \_\_\_\_\_

Date \_\_\_\_\_

**TO ALL VENDORS PARTICIPATING AT THE  
2011 4<sup>TH</sup> OF JULY HOTDOG FESTIVAL**

**THIS STATEMENT MUST BE SHOWN ON THE  
CERTIFICATE OF INSURANCE IN ORDER TO BE  
ACCEPTED AS A PARTICIPANT**

**Please Note:**

- ❖ Amount of liability coverage: No less than \$1,000,000.00
- ❖ Each vendor must provide an insurance policy endorsement adding the City as additional insured.

**THAT THE CITY OF TEHACHAPI AND TEHACHAPI VALLEY  
RECREATION AND PARKS DISTRICT, THEIR OFFICERS,  
COUNCIL MEMBERS, DIRECTORS, EMPLOYEES, AGENTS, AND  
GOVERNING BODIES AND EACH MEMBER THEREOF ARE  
DECLARED TO BE ADDITIONAL NAMED INSUREDS UNDER  
THE TERMS OF THE POLICY WITH REFERENCE TO THE  
ACTIVITY DESCRIBED IN THE POLICY, WHETHER SUCH  
ADDITIONAL INSUREDS BE ACTIVELY OR PASSIVELY  
NEGLIGENT OR LIABLE BY OPERATION OF LAW.**

**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_ (the "Participant"), who hereby makes this Agreement in favor of and for the benefit of the CITY OF TEHACHAPI, a municipal corporation (the "City"), and agrees as follows:

1. In consideration for City allowing Participant to use the City property for a July 4 Hotdog Festival, Participant hereby agrees to indemnify, defend, and hold harmless City, its officers, Councilpersons, commissioners, employees, and agents from and against all claims, actions, judgments, damages, and costs (including attorney's fees) from injuries or damages arising out of or relating in any way to Participant use or occupation of City property for the purpose of conducting a July 4 Hotdog Festival activities (or any other activity) or any act or omission by City.

2. In further consideration of City allowing Participant to use City property for the July Hotdog Festival, Participant hereby releases and discharges City, its officers, Councilpersons, commissioners, employees, and agents from any and all claims, rights, demands, actions, suits, causes of actions, damages, counter claims, defenses, losses, costs, obligations, liabilities, and expenses of every kind or nature (collectively, "Claims"), known or unknown, suspected or unsuspected, fixed or contingent, foreseen or unforeseen, arising out of or relating to Participant use or occupation of City property to conduct a July 4 Hotdog Festival (or any other activity). Participant is aware of the provisions of Section 1542 of the California Civil Code which reads as follows, and Participant hereby waives its rights thereunder:

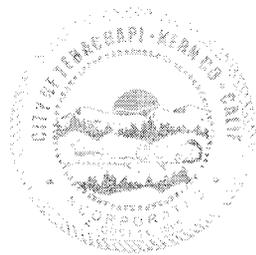
"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. A facsimile copy of this signed Agreement shall constitute an original for all purposes.

IN WITNESS WHEREOF, Participant has executed this Agreement on the date first hereinabove written.

\_\_\_\_\_  
Participant Signature  
NAME:

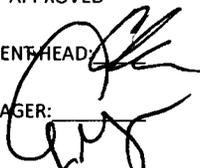
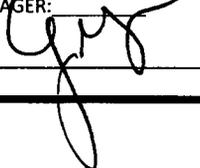
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Participant Signature  
NAME:



# COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: JUNE 6, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

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**TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS**

**FROM: CHRISTOPHER KIRK, CAPITAL PROJECTS MANAGER**

**DATE: JUNE 1, 2011**

**SUBJECT: WASTEWATER TREATMENT PLANT PROJECT AWARD**

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**BACKGROUND:**

As the Council will recall, City Staff previously identified the need to upgrade our existing Wastewater Treatment Plant (WWTP) in order to remain in compliance with State regulations and to improve and expand our ability to process wastewater. More specifically, the City of Tehachapi treats approximately 0.85 million gallons of wastewater per day (MGD) using a traditional secondary treatment process. The byproducts of this plant are secondary treated effluent and sludge. Unfortunately, the treated effluent, at the current treatment level, has very few possibilities for reuse and the sludge is difficult to properly dry because of Tehachapi's mountain climate.

To deal with the primary issues described above, the City began design and engineering of a plant to more efficiently treat the City's wastewater and to treat the water to a level suitable for a variety of reuses. This plant is now fully designed. When built, it would increase our current treatment capacity of 1.25 MGD to 2.5 MGD. More importantly however, it would upgrade our plant from secondary treatment to tertiary treatment and would include the installation of sludge de-watering equipment.

Unfortunately, the complete tertiary treatment plant is estimated to cost \$20 million. Rather than raise rates to fund the entire plant, Staff identified a Phase I and a Phase II for the project. Phase I of the plant would include a sludge dewatering system to improve our sludge handling ability, a new administration building, new maintenance building, and a de-nitrification process to remove nitrates from the treated effluent. This project was estimated to cost \$5.35 million.

In order to preserve Sewer fund reserves, the City Council authorized Staff to begin working with Townsend Public Affairs to identify and apply for grant funding through a variety of State and Federal sources. Since that time, Staff has successfully submitted an application for funding from the State Revolving Fund (SRF) managed by the State Water Resources Control Board (SWRCB).

As the Council is aware, the SWRCB required Staff to solicit bids for the project as part of the application process and to then submit the lowest bid to the SWRCB for consideration. Bids for the project were opened on March 24, 2011, and the following results were received:

Wastewater Treatment Plant Project Award  
June 6, 2011

Contractor	Bid Amount
Spiess Construction Co., Inc.	\$3,730,550.00
W.M. Lyles Co.	\$3,773,060.00
Cushman Contracting Co.	\$3,993,500.00
Nicholas Construction, Inc.	\$4,126,455.00
C.W. Roen Construction Co.	\$4,406,000.00
Doty Bros. Equipment Co.	\$5,099,000.00

After a staff review of the bids, and in consultation with the City Attorney, it was determined that Spiess Construction Co.'s bid was non-responsive and therefore, W.M. Lyles Co. was determined to be the lowest responsive bidder.

The package was then sent to the SWRCB which has since reviewed the documents. Following their review, the SWRCB has provided the City with a Facility Plan Approval [attached exhibit A] and a signed Preliminary Funding Commitment (PFC) [attached exhibit B] for a maximum of \$10 million in financing for the project. Of this \$10 million, there are \$3 million in principal forgiveness (grant) funds that can be reimbursed for eligible project costs at a 50% reimbursement ratio. The remaining \$7 million is being offered as a loan with a very-low interest rate of 2.6% (or ½ the General Obligation bond rate obtained by the State Treasurer's Office as of the date of the PFC). Should the Council award the project, a Financing Agreement would then be sent from the SWRCB for City approval.

**FISCAL IMPACT:**

Based upon the low bid amount and the accompanying project management costs, Staff estimates that the total project cost for construction and permitting of Phase I of the WWTP as described above to be \$4.4 million. City Staff has reviewed the PFC as well as all associated Sewer Fund revenues and expenses and have determined that the City can meet all the requirements necessary to finance Phase I of the WWTP as described above utilizing up to \$2.2 million in principal forgiveness (or 50% of the eligible costs) with the remaining balance being funded with very-low interest financing. This would allow the Sewer Fund to maintain a very healthy cash reserve of over \$4 million.

**RECOMMENDATION:**

**AWARD THE WASTEWATER TREATMENT PLANT UPGRADE PROJECT TO W.M. LYLES CO. IN THE AMOUNT OF \$3,773,060.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 7% OF THE ORIGINAL CONSTRUCTION CONTRACT AMOUNT (\$264,114.20)**

**AUTHORIZE THE MAYOR, OR HIS DESIGNEE, TO SIGN THE FINANCING AGREEMENT, SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY MANAGER, CITY ATTORNEY AND THE FINANCE DIRECTOR**

## EXHIBIT A



Linda S. Adams  
Acting Secretary for  
Environmental Protection

# State Water Resources Control Board

## Division of Financial Assistance

1001 I Street, Sacramento, California 95814 • (916) 341-5700  
Mailing Address: P.O. Box 4212 • Sacramento, California 94244-2120  
FAX (916) 341-5707 • <http://www.waterboards.ca.gov>



Edmund G. Brown Jr.  
Governor

**DIVISION OF FINANCIAL ASSISTANCE (DIVISION)  
PRELIMINARY FUNDING COMMITMENT (PFC)  
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM  
CITY OF TEHACHAPI (CITY)  
WASTEWATER TREATMENT PLANT EXPANSION AND IMPROVEMENT PROJECT  
(PROJECT)  
CWSRF PROJECT NO.: C-06-5563-110  
DETERMINATION NO.: DFA-2011-008**

### FINDINGS

1. The State Water Board, on March 17, 2009, adopted the amended *Policy for Implementing the CWSRF for Construction of Wastewater Treatment Facilities*;
2. The City's Project is a routine and non-controversial project that is consistent with the policies, regulations, and agreements the State Water Board has adopted for implementation of the CWSRF Program;
3. The State Water Board amended the CWSRF Program Project Priority List 2010/2011 on April 13, 2011, which included the City's Project;
4. In accordance with the CWSRF Intended Use Plan for State Fiscal Year 2010/2011 amended by the State Water Board on May 17, 2011, \$97,770,482 in principal forgiveness is available to disadvantaged communities;
5. As a small (less than 20,000 persons) disadvantaged community (median household income [MHI] less than 80 percent of the statewide MHI) with wastewater user rates less than 1.5 percent of the community's MHI, the City may receive 50 percent principal forgiveness for eligible Project costs up to \$3 million in principal forgiveness;
6. The City certified an Environmental Impact Report (EIR; State Clearinghouse No. 1990020230), adopted a Mitigation Monitoring Program, and approved a larger project, which includes the Project; on May 6, 1991; the City did not file a Notice of Determination (NOD) at that time;
7. To evaluate whether any new significant impacts would occur from the Project because the EIR is older than five years, the City prepared and circulated for public review from August 16, 2007, through October 1, 2007, an Initial Study (IS) with a Notice of Intent (NOI) to use the existing EIR;
8. The City determined that no new significant impacts will occur from the Project;
9. The City adopted the IS and NOI to use the existing EIR on September 21, 2009;
10. The City filed an NOD with the Kern County Clerk on September 28, 2009, and with the Governor's Office of Planning and Research on January 18, 2011;

11. The Project will not result in any significant adverse water quality impacts;
12. As determined by the City's credit review, the financing agreement shall be limited to a maximum of \$10,000,000 with \$3,000,000 in principal forgiveness, unless new information supporting the credit review changes and a supplemental credit review is performed.

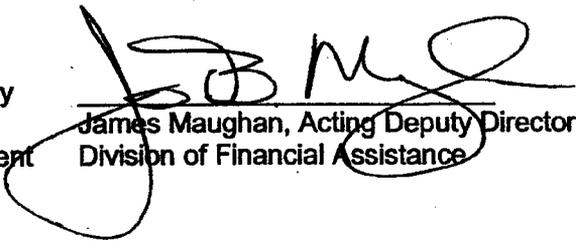
## APPROVALS

Using the authority delegated by the State Water Board in the CWSRF Policy and incorporating the conditions in the foregoing Facility Plan Approval, agreed to by the Division staff and the City, I hereby:

1. Approve a CWSRF PFC of \$5,350,000 for the City's Project with a repayment period of 20-years at an interest rate of one-half the GO bond rate obtained by the State Treasurers Office as of the date of the PFC, with \$2,675,000 in principal forgiveness. The first repayment shall be due one year after completion of construction;
2. Direct the Division staff to allocate funding consistent with the construction schedule and availability of funds;
3. Withdraw this PFC if the City does not sign the CWSRF Financing Agreement by July 29, 2011. Division staff may approve up to a 120-day extension for good cause; and

State Water Board action on this item will assist the Water Boards in reaching Goal 2 of the Strategic Plan Update: Improve and protect groundwater quality in high-use basins by 2030.

Preliminary  
Funding  
Commitment

  
James Maughan, Acting Deputy Director  
Division of Financial Assistance

5/31/2011  
Date

A new administration building will allow for an expanded control center as well as lab space and administrative areas for staff. The existing building has proven to be too small for current operations and will be converted to electrical and SCADA/PLC housing.

Construction of a new maintenance building will allow for equipment and parts storage that are currently spread out at other City facilities. Site improvements include enhanced security fencing, and covered beds for sludge de-watering processes.

The Project is listed on the State Fiscal Year (SFY) 2010/2011 CWSRF Project Priority List.

The Project is listed in the CWSRF Intended Use Plan (IUP) for SFY 2010/2011.

The Project is routine and non-controversial based on documents and communications with the City:  X  Yes   No

**WATER CONSERVATION REQUIREMENT**

The City requested that the CWSRF Policy's Water Conservation Requirement be waived, as the City has 2,658 connections. The City is currently in the process of developing an Urban Water Management Plan (UWMP). The City of Tehachapi's groundwater supply lies in an adjudicated basin. The local water agencies have decided to complete a regional plan instead of many individual plans. The UWPM will not be completed until September 2011.

Per Section IX.C of the Policy, the Division may waive the requirements of the water conservation section under the following circumstances:

- The water supplier for the community serves 3,000 or fewer customers and the costs to prepare a document to satisfy the CWSRF Policy requirements are found to be burdensome to the supplier in light of the benefits derived from the Water Conservation Plan.

The Division finds that this condition has been met.

**CWSRF PROJECT COSTS**

The following table outlines the City's estimated Project cost:

<b>TYPE OF WORK</b>	<b>ESTIMATED COSTS</b>
<b>A. Construction</b>	<b>\$4,800,000</b>
<b>B. Allowances (Soft Costs)</b>	
1. Planning	\$0
2. Design	\$0
3. Construction Management	\$550,000
4. Administration	\$0
5. Value Engineering	\$0
Subtotal of Allowances	\$550,000
<b>TOTAL</b>	<b>\$5,350,000</b>

### **ELIGIBLE COSTS**

The items listed below are eligible for CWSRF financing. Detailed Project component eligibility and eligible component size will be determined during the review of the final Plans and Specifications (P&S) as part of the Approval of Award (AOA), will be consistent with this FPA, and will be included in the amended CWSRF financing agreement.

- Facilities for administration, operations, maintenance, electrical components, and laboratory space
- Site preparation, access, or security improvements
- Headworks improvements
- Alkalinity control equipment
- Oxidation ditch improvements
- Sludge pump station improvements
- Dewatering building improvements
- Associated piping and transfer pumps
- SCADA Upgrades
- Electrical/PLC Upgrades
- VFD motor replacement in sludge pumping station
- Traffic control during construction
- Remodel existing treatment process buildings as needed for installation of new facilities
- Allowances (soft costs) for planning, design, construction management, and administration
- Mitigation measures mandated by State and/or Federal agencies

### **INELIGIBLE COSTS**

- Construction costs prior to the issuance of the PFC
- Any items that replace/repair facilities that were previously constructed with state or United States Environmental Protection Agency (USEPA) grant funds
- Construction change orders and claims exceeding the amount of the CWSRF financing agreement
- Engineering costs included as part of the construction bid
- Decorative items (artwork, sculptures, reflective ponds, etc.)
- Land, easements, and/or rights of way
- License fee(s) for proprietary treatment processes
- Construction contingencies
- Operation and maintenance (O&M) costs and extended warranties for equipment
- Act of God insurance costs
- Portable furniture and appliances
- All other items not included in the construction contract except allowances
- Demolition of existing facilities NOT required to provide space for eligible new facilities

### **ELIGIBLE DESIGN PARAMETERS**

The Project's eligible design parameters will be consistent with the City's Waste Discharge Requirement (WDR), issued by the Central Valley Regional Water Board WDR Order No. 92-047. The eligible flows are based on the WDR and the City's P & S, dated February 2011.

A table of eligible design parameters is provided below:

PARAMETER	VALUE
Population Served	12,673
Average Annual Flow	0.85 mgd
Average Dry Weather Flow	0.85 mgd
Average Wet Weather Flow	0.90 mgd
Maximum Month Flow	24 mg/mo.
Maximum Daily Flow	0.90 mgd
Peak Hourly Flow	1.15 mgd
Influent Biochemical Oxygen Demand (BOD <sub>5</sub> )	294 mg/L
Influent Total Suspended Solids (TSS)	243 mg/L
Effluent BOD <sub>5</sub>	40 mg/L* (Average monthly limit)
Effluent TSS	80 mg/L* (Daily maximum)
Effluent pH	6.5 - 9.5*
*Source is the Central Valley Regional Water Board WDR Order No. 92-047.	

#### PROJECT SCHEDULE

This tentative schedule does not supersede any regulatory enforcement schedule. Special attention to the Project milestones is critical. Schedules must be compatible with requirements of the Central Valley Regional Water Board enforcement actions related to the planned facilities. Approval of a schedule not compatible with the Central Valley Regional Water Board requirements does not relieve the City of its responsibility to achieve compliance.

CITY MILESTONES	SCHEDULED DATE
Advertise for Bids	February 7, 2011 (complete)
Close Bids	February 24, 2011 (complete)
Submit AOA Package	May 31, 2011
Start Construction (Notice to Proceed)	May 23, 2011
Submit Construction Status Reports	Due Quarterly During Construction of Project
Completion of Construction	May 23, 2012
Initiation of Operations (Project Completion)	July 23, 2012
Performance Certification & Project Performance Report	October 23, 2013

#### **ENVIRONMENTAL REVIEW**

State Water Board staff conducted a Tier II environmental review, reviewed the environmental documents, and determined that the Project will not result in any significant adverse water quality impacts. There will be no special environmental conditions.

The City certified an Environmental Impact Report (EIR; State Clearinghouse No. 1990020230), adopted a Mitigation Monitoring Program, and approved a larger project, which includes the Project, on May 6, 1991. The City did not file a Notice of Determination (NOD) at that time.

To evaluate whether any new significant impacts would occur from the Project because the EIR is older than five years, the City prepared and circulated for public review from August 16, 2007, through October 1, 2007, an Initial Study (IS) with a Notice of Intent (NOI) to use the existing EIR. The City determined that no new significant impacts will occur from the Project and adopted the IS and NOI on September 21, 2009. The City filed an NOD with the Kern County Clerk on September 28, 2009, and with the Governor's Office of Planning and Research on January 18, 2011.

**FINANCIAL AND FISCAL REVIEW**

**FISCAL IMPACT ON APPLICANT**

A credit review analyzed the City's ability to enter into a financing agreement for the amount of \$10,000,000 for construction and allowance costs. The credit review provided recommendations regarding the financing agreement terms, maximum CWSRF financing amount, financial capacity and reserve fund requirements for the financing agreement.

The City's estimated 2009 median household income (MHI) is \$36,852, approximately 61 percent of the State of California MHI. The 2009 population is 13,184. The City's sewer rate is 1.10% of its MHI. The City, therefore, qualifies as a Category 2, small disadvantaged community, and may receive 50 percent Principal Forgiveness, not to exceed \$3,000,000.

In 1998, the City Council approved a rate increase and automatic annual increases based on the Consumer Price Index. No protests were filed with the City. This action was taken in full compliance with the majority protest and notice requirements of Proposition 218. The most recent sewer rate increase was approved in 2009. Current rates are \$34.81 per month. Additional rate increases will be approved as needed to meet debt service requirements.

Allowing for operations and maintenance costs, projected at \$967,983 for fiscal year 2013/14, the Sewer Enterprise Fund net revenues are projected to be \$1,361,960.

The City has three outstanding debt obligations secured by net revenues of the Sewer Enterprise Fund. Outstanding balances as of June 30, 2010 and annual debt service amounts are noted below:

Lender	Outstanding Balance	Annual Debt Service	Maturity Date
CWSRF #C-06-4143-110	\$554,375	\$195,988	Oct-13
USDA Certificates of Participation	\$247,900	\$5,550	Jul-18
2004 Water & Sewer Refunding Bonds	\$3,170,000	\$212,404	Nov-20
<b>Total</b>	<b>\$3,972,275</b>	<b>\$413,942</b>	

Parity debt may be issued if net revenues are at least 1.25 times the total debt service and a Reserve Fund equal to one year's debt service is established.

**SECURITY AND SOURCE OF FINANCING REPAYMENT**

The City shall dedicate the net revenues of the Sewer Enterprise Fund to the repayment of the proposed Financing Agreement.

Assuming a financing agreement of \$10,000,000 with principal forgiveness of \$3,000,000, a term of twenty years and an estimated interest rate of 2.60 percent, the annual debt service will be \$453,282. When added to the existing debt service, the result is total maximum debt service of \$ 867,224. When compared to the projected 2013/14 net revenues of the Sewer Enterprise Fund the result is debt service coverage of 1.57 times. This exceeds both the CWSRF requirement that net revenues be at least 1.10 times total debt service, and the Bond covenant requirement that net revenues be at least 1.25 times total debt service. As there will be no senior debt, the senior debt coverage requirement is not applicable.

**COMPARATIVE REVENUES AND EXPENSES ANALYSIS**

The revenues and expenses for the Sewer Enterprise Fund, based on financial statements and projections are summarized below:

**City of Tehachapi Sewer Enterprise Fund**

Fiscal Year	2006/07 Financial Statement	2007/08 Financial Statement	2008/09 Financial Statement	2009/10 Financial Statement	2010/11 Budget Projection s	2011/12 Budget Projection s	2012/13 Budget Projection s	2013/14 Budget Projection s
Operating Revenues	\$3,066,460	\$2,527,490	\$2,157,624	\$1,863,114	\$2,323,201	\$1,908,940	\$2,127,447	\$2,285,435
Interest & Other Non-Operating Revenues	\$70,681	\$71,523	\$65,947	\$36,363	\$33,850	\$23,967	\$24,026	\$24,026
Total Revenues	\$3,137,141	\$2,599,013	\$2,223,571	\$1,899,477	\$2,357,051	\$1,932,907	\$2,151,473	\$2,309,461
Operating Expenses	\$867,470	\$864,594	\$960,353	\$938,258	\$989,412	\$887,212	\$913,094	\$947,501
Net Available for Debt Service	\$2,269,671	\$1,734,419	\$1,263,218	\$961,219	\$1,367,639	\$1,045,695	\$1,238,379	\$1,361,960
Existing Debt Service*	\$413,942	\$43,942	\$413,942	\$413,942	\$413,942	\$413,942	\$413,942	\$413,942
Proposed Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$453,282
Total Debt Service	\$840,218	\$855,812	\$813,959	\$763,036	\$763,649	\$763,082	\$569,831	\$867,224
Debt Service Coverage	2.70	2.03	1.55	1.26	1.79	1.37	2.17	1.57

The City shall establish a Reserve Fund equal to one year's annual debt service from available cash. A reserve fund in the amount of one year's annual debt service is maintained so that in the event of non-payment, there are funds available to make the payment.

**It is recommended that the Division approve a PFC for the maximum amount of \$10,000,000, with \$3,000,000 in principal forgiveness. Credit review dated May 17, 2011, is valid through November 17, 2012. PFC's issued after that date will be subject to additional financial review.**

**PRINCIPAL FORGIVENESS ANALYSIS**

As outlined in the CWSRF IUP for SFY 2010/2011, amended by the State Water Board on May 17, 2011, \$97,770,482 in principal forgiveness is available to two categories of disadvantaged communities:

- 1) Small, Disadvantaged Communities with Substantial Water Quality Investment; and
- 2) Other Disadvantaged Communities.

The City qualifies for principal forgiveness under Category 2. The City's estimated 2010 population is 12,673 persons. As of January 2010, the City's wastewater rates are \$34.81/month (1.1 percent of the community's MHI). As a small disadvantaged community with wastewater user rates less than 1.5 percent of the community's MHI, the City may receive 50 percent principal forgiveness for eligible Project costs up to \$3 million in principal forgiveness. With an estimated eligible cost of \$5,350,000 the Project qualifies for \$2,675,000 in principal forgiveness.

The City submitted an evaluation regarding how the Project addresses the "Livability Principles" established by the United States (US) Department of Housing and Urban Development, US Department of Transportation, and USEPA.

The final principal forgiveness amount may be modified based on the AOA determination, and the final financing agreement will be updated accordingly.

**FISCAL IMPACT ON THE CWSRF PROGRAM**

(as of 03/16/2011)	SFY 2010-11	SFY 2011-12	SFY 2012-13	SFY 2013-14	SFY 2014-15
<b>Beginning Balance:</b>	\$405,559,109	\$137,876,300	\$59,311,609	\$208,126,523	\$418,875,985
<b>Estimated Repayments</b>	\$254,233,675	\$264,233,675	\$274,233,675	\$284,233,675	\$294,233,675
<b>Debt Service on Revenue Bonds</b>	(\$31,456,429)	(\$30,228,204)	(\$27,714,204)	(\$23,821,829)	(\$20,966,279)
<b>Estimated Capitalization Grants</b>	\$67,144,221	\$40,000,000	\$28,800,000	\$28,800,000	\$28,800,000
<b>Local Match Credits</b>	\$6,163,990	\$2,634,671	\$2,288,622	\$915,119	\$956,716
<b>Est. SMIF Interest:</b>	\$2,700,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000
<b>Estimated Disbursements</b>	(\$543,242,381)	(\$254,768,526)	(\$60,724,995)	(\$54,000,723)	(\$44,142,516)
<b>Subtotal</b>	<b>\$161,102,185</b>	<b>\$162,747,915</b>	<b>\$279,194,788</b>	<b>\$447,252,765</b>	<b>\$688,757,581</b>
<b>City of Redding, #4971-230 (01/05/2011)</b>	(\$4,407,893)	(\$4,000,000)			
<b>City of Redding, #4971-240 (01/05/2011)</b>		(\$7,205,000)	(\$13,760,000)		
<b>City of Redding, #4971-260 (01/05/2011)</b>		(\$246,530)	(\$4,503,470)		
<b>Union Sanitary District, #5222-110 (01/05/2011)</b>	(\$1,114,416)	(\$4,853,988)	(\$225,767)		
<b>San Luis Obispo (Los Osos), #5230-110 (02/01/2011)</b>			(\$29,276,046)	(\$21,034,728)	(\$18,252,894)
<b>City of Seal Beach, #5310-110 (10/07/10)</b>	(\$75,000)	(\$1,300,000)	(\$300,000)		
<b>City of Seal Beach, #5310-120 (11/15/10)</b>	(\$75,000)	(\$1,300,000)	(\$700,000)		
<b>Eastern Municipal Water District (Temecula Valley), #5312-110 (11/30/10)</b>	(\$3,743,576)	(\$10,605,788)	(\$9,924,264)	(\$1,342,052)	
<b>Inland Empire Utilities Agency, #5319-110 (12/07/2010, 03/16/2011)</b>		(\$14,300,000)	(\$5,308,638)		

Inland Empire Utilities Agency, #5333-110 (10/25/2010)	(\$1,510,000)	(\$13,000,000)	(\$320,000)		
City of Sausalito, #5354-110 (02/17/2011)	(\$850,000)	(\$250,000)			
City of Tehachapi, #5563-110 (03/16/2011)		(\$2,525,000)	(\$150,000)		
City of Lathrop, #5599-110 (02/01/2011)	(\$400,000)	(\$600,000)			
Santa Ana Watershed Project Authority, #5610-110 (03/09/2011)		(\$5,500,000)	(\$6,000,000)	(\$6,000,000)	(\$2,500,000)
City of Santa Barbara, #5859-110 (03/03/2011)	(\$2,000,000)	(\$3,000,000)	(\$200,000)		
City of San Leandro, #7002-110 (02/01/2011)	(\$9,000,000)	(\$34,000,000)			
Santa Nella County Water District, #7132-110 (03/14/2011)	(\$50,000)	(\$750,000)	(\$400,000)		
	<b>\$137,876,300</b>	<b>\$59,311,689</b>	<b>\$208,126,523</b>	<b>\$418,875,985</b>	<b>\$660,004,687</b>

**Notes:**

- The State Water Board approved the sale of up to \$300 million in Revenue Bonds in September 2005 for the CWSRF Program to cover any shortfall of funds.
- Estimated repayments include repayments from existing and future financing.
- Estimated disbursements include disbursements remaining on executed financing and planned disbursements on projects with preliminary funding commitments.
- Local match credits are the anticipated funds that will be contributed for local match financing included in "Estimated Disbursements."
- Excludes 2010 Principal Forgiveness funds

**FISCAL IMPACT ON CWSRF PROGRAM PRINCIPAL FORGIVENESS**

(as of 03/16/2011)	Principal Forgiveness		
	Category 1	Category 2	Total
<b>Beginning Balance</b>	<b>\$43,648,763</b>	<b>\$29,099,176</b>	<b>\$72,747,939</b>
City of Williams, #4049-110 (committed 12/01/09)	(\$6,000,000)		
City of Redding, #4971-240		(\$3,000,000)	
Russian River County Sanitation District, #5201-110 (committed 01/07/11)	(\$2,100,000)		
San Luis Obispo (Los Osos), #5230-110	(\$7,500,000)		
Victor Valley Wastewater Rec Authority, #5376-110 (committed 10/11/10)		(\$3,000,000)	
City of Tehachapi, #5563-110		(\$2,675,000)	
Susarville Sanitary District, #5727-110 (committed 02/01/11)		(\$1,232,000)	
City of Redding, #5835-110 (committed 08/26/10)		(\$1,233,052)	
Santa Nella County Water District, #7132-110		(\$1,200,000)	
Earlimart Public Utility District, #7190-110 (committed 01/11/11)		(\$313,000)	
City of Redding, #7456-110 (committed 07/21/10)		(\$1,682,280)	
City of Anaheim, #7620-110		(\$1,560,479)	
City of Anaheim, #7622-110		(\$574,797)	
City of Anaheim, #7630-110		(\$513,178)	
Sutter County, #7732-110	(\$1,007,700)		
City of Anaheim, #7800-110		(\$1,100,185)	
<b>Subtotal</b>	<b>(\$16,687,700)</b>	<b>(\$18,883,971)</b>	<b>(\$34,691,671)</b>
<b>Ending Balance</b>	<b>\$27,041,063</b>	<b>\$11,015,205</b>	<b>\$38,056,268</b>

## **LEGAL REVIEW**

In Resolution No. 02-11 the City dedicated all net revenues to the repayment of any and all financing agreements.

The City has indicated that rates will not have to be increased to support the additional debt service payments, and thus Proposition 218 noticing is not applicable. In 1998, the City Council approved a rate increase and automatic annual increases based on the Consumer Price Index. No protests were filed with the City. This action was taken in full compliance with the majority protest and notice requirements of Proposition 218.

The City's counsel has represented that the City has sufficient property rights to construct, operate, and maintain the Project for its useful life.

The City certified, on June 23, 2010, that it complies with the water metering requirements of Division 1, Chapter 8, Article 3.5 of the Water Code.

## **SPECIAL CONDITIONS**

1. This FPA includes only the Project described above and does not include any associated projects that may have been referred to in the City's Project Report, dated December 2008. This approval does not guarantee that a CWSRF financing agreement will be awarded for this Project;
2. As determined by the City's credit review, the financing agreement is subject to the following conditions:
  - The Financing Agreement shall be secured on parity with the outstanding the 2004 Water & Sewer Refunding Bonds, the 1998 USDA Certificates of Participation, and the CWSRF # C-06-4143-110.
  - The City shall submit a letter of consent, prior to disbursement of construction funds, from the USDA allowing the proposed Financing Agreement to be on parity with the USDA Certificates of Participation.
  - The City shall covenant to establish rates and charges in amounts sufficient to generate Sewer Enterprise Fund net revenues equal to at least 1.25 times the maximum annual debt service.
  - The City shall establish a Reserve Fund equal to one year's debt service prior to the construction completion date.
  - The Financing Agreement shall be limited to a maximum of \$10,000,000 with \$3,000,000 in principal forgiveness, unless new information supporting the credit review changes and a supplemental credit review is performed.
3. The City may jeopardize CWSRF financing if construction begins prior to the PFC. Construction after the PFC and prior to issuance of the Financing Agreement is eligible for CWSRF funding;

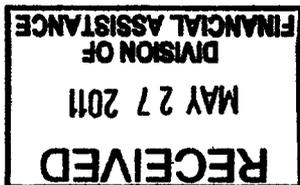
4. The City will submit an AOA package after Project bid opening. The Division, through the AOA package, will use the Project bid results accepted by the City along with the final Project P&S to determine final Project eligibility and develop Performance Standards. After review and approval, the Division will prepare an amendment to the financing agreement consistent with the final Eligibility Determination and credit review. Signature of amended agreement by the City will constitute agreement with the Division's decisions on the AOA package;
5. The City must comply with the Disadvantaged Business Enterprises and Davis-Bacon requirements and certify compliance with all federal laws;
6. The City must sign the CWRSRF financing agreement by July 29, 2011. Division staff may approve up to a 120-day extension for good cause;
7. The final principal forgiveness amount may be modified based on the AOA determination, and the final financing agreement will be updated accordingly. The total principal forgiveness amount will not exceed \$3,000,000; and
8. Unless the upper limit is modified in the future, principal forgiveness is capped at \$10 million per agency over the next three (3) SFY (July 1, 2010 – June 30, 2013).

**DISTRIBUTION**

Ms. Pamela Creedon, Executive Officer  
Central Valley Regional Water Board  
11020 Sun Center Drive, Suite 200  
Rancho Cordova, CA 95670-6114

Mr. Jon Curry  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93561-1722

Erin Ragazzi, Division  
Robert Pontureri, Division  
Jennifer Toney, Division  
Cookie Him, Division  
Kelly Valine, Division



State Water Resources Control Board



Linda S. Adams  
Acting Secretary for  
Environmental Protection

Division of Financial Assistance

1001 I Street, Sacramento, California 95814 • (916) 341-5700  
Mailing Address: P.O. Box 944212 • Sacramento, California 94244-2120  
FAX (916) 341-5707 • <http://www.waterboards.ca.gov>



Edmund G. Brown Jr.  
Governor

RECEIVED

MAY 26 2011

CITY OF TEHACHAPI

DIVISION OF FINANCIAL ASSISTANCE (DIVISION)  
FACILITY PLAN APPROVAL (FPA)  
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM  
CITY OF TEHACHAPI (CITY)  
WASTEWATER TREATMENT PLANT EXPANSION AND IMPROVEMENT PROJECT  
(PROJECT)  
CWSRF PROJECT NO.: C-06-5563-110

CERTIFIED MAIL NO.: 7003-3110-0003-0772-7474  
Return Receipt Requested

Mr. Gregg Garrett  
City Manager  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93561-1722

Division staff prepared this FPA based on the City's CWSRF Program application and supporting documents. The FPA documents our understanding of the City's Project, and the conditions that will apply to the financing agreement for the Project. You must agree with this FPA findings and conditions before we can proceed with funding the Project.

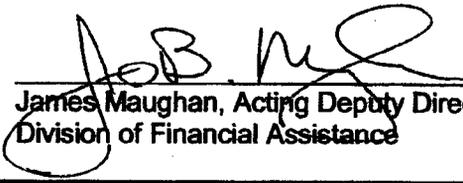
This FPA constitutes a final staff decision. The FPA does not reserve funds for your Project and it is not the financing agreement. After the Division receives the City's agreement on the eligibility decisions, schedule, and conditions in this FPA, the Project Manager will request approval of a CWSRF Preliminary Funding Commitment (PFC) for your Project. After the PFC is approved, the initial financing agreement will be prepared and sent to the City for execution. A copy of the proposed PFC is attached to this FPA. To expedite this process, please sign in the space provided below and return the FPA to your CWSRF Program Project Manager immediately at:

Ms. Jennifer Toney  
State Water Resources Control Board  
Division of Financial Assistance  
P.O. Box 944212  
Sacramento, CA 94244-2120  
Phone: (916) 341-5646  
E-mail: [jtoney@waterboards.ca.gov](mailto:jtoney@waterboards.ca.gov)

If you do NOT agree with this FPA, then you must request a Final Division decision within ten working days from the date the FPA is approved in the signature block below. Your request should specify the items of disagreement and suggest the exact changes with which you will agree. Please send the request to:

Mr. James Maughan, Acting Deputy Director  
State Water Resources Control Board  
Division of Financial Assistance  
P.O. Box 944212  
Sacramento, CA 94244-2120

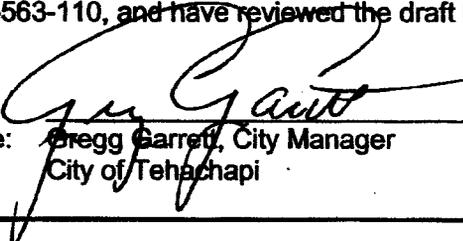
**DIVISION STAFF APPROVAL**

Sign Here:   
James Maughan, Acting Deputy Director  
Division of Financial Assistance

5/24/11  
Date

**APPLICANT AGREEMENT**

Using the authority delegated by the City on December 21, 2009, in Resolution No. 42-09, I hereby agree, on behalf of the City, with the content and conditions of this CWSRF FPA for Project No. C-06-5563-110, and have reviewed the draft financing agreement template.

Sign Here:   
Gregg Garrett, City Manager  
City of Tehachapi

5/26/11  
Date

**POLICY**

*Policy for Implementing the Clean Water State Revolving Fund for Construction of Wastewater Treatment Facilities (Policy) amended on March 17, 2009.*

**TYPE OF FUNDING REQUESTED**

The City is requesting financing at one-half the General Obligation (GO) bond rate, and Principal Forgiveness (PF), as available through the CWSRF Program.

TOTAL PROJECT COST  
\$5,350,000

TOTAL CWSRF FUNDING REQUEST  
\$5,350,000

**AUTHORIZED REPRESENTATIVE**  
Mr. Gregg Garrett  
City Manager  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93561-1722  
(661) 822-2200

**PROJECT DIRECTOR**  
Mr. Jon Curry  
Utility Manager  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93561-1722  
(661) 822-9066

## **TECHNICAL REVIEW**

### **PROJECT LOCATION**

The City of Tehachapi is located in Kern County approximately 45 miles southeast of Bakersfield and 115 miles north of Los Angeles. The Project will be contained within the boundary of the City's wastewater treatment plant (WWTP) located at 750 Enterprise Way, in the northwestern portion of the City.

### **EXISTING FACILITIES**

The City's current WWTP treats approximately 850,000 gallons per day (GPD) using an activated sludge process. The plant consists of headworks, an oxidation ditch, secondary clarifier, sludge drying beds and effluent storage ponds. The Central Valley Regional Water Quality Control Board (Central Valley Regional Board) permitted the City to treat up to 1.25 million gallons per day (MGD).

The WWTP produces secondary treated effluent. The effluent is either used to irrigate livestock fodder crops or is percolated into the ground. Sludge produced during the treatment process is dried on site before being taken to a composting facility. After the sludge is processed at the composting facility it is spread on certain non-food crops in the San Joaquin Valley.

The factors determining the selection of upgrades were based on the following: the need for denitrification due to the storage and flood irrigation of the treated effluent. Sludge drying times are hampered by a short weather window and a lack of manufactured drying beds. The age of the sludge pumping facility dictates that parts and maintenance are very difficult to both budget for and find. The majority of the pumping stations are of original design and need to be updated.

### **PROJECT OBJECTIVES**

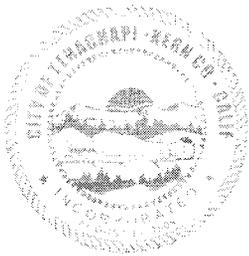
The goals of the Project are to: reduce the level of nitrates in the treated effluent; improve the sludge drying and handling practices; and update the pumping facilities supervisory Control and data acquisition (SCADA) system, and programmable logic controller (PLC).

### **PROJECT DESCRIPTION**

Project improvements consist of upgrading the headworks facility by installing a chain and rake screen ahead of the two existing Archimedes screw pumps to better handle large debris that currently causes problems in downstream processes. A washer/compactor will also be installed to handle the screened debris, with the existing grinders acting as a redundant barrier.

An alkalinity addition feed station will be installed at the headworks facility to allow for better water quality in the de-nitrification process. This process will consist of a series of probes in the existing oxidation ditch which will operate variable frequency drive (VFD) aerators to accomplish this process.

The sludge pumping facility improvements are to replace the motor end of the current pump housing with new VFD controlled units. A sludge de-watering process will be accomplished by a screw-press unit that squeezes the water from the solids, which allows for a much faster drying time prior to hauling the sludge.



# COUNCIL REPORTS

**AGENDA SECTION: CITY MANAGER**

**MEETING DATE: JUNE 6, 2011**

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

---

**TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS**

**FROM: GREG GARRETT, CITY MANAGER**

**DATE: JUNE 6, 2011**

**SUBJECT: LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1**

---

## **BACKGROUND**

This action by the City Council orders the levy of assessments within the Landscaping and Lighting District No. 1 for fiscal year 2011/2012.

At the May 16, 2011 City Council meeting, City Council adopted Resolution No. 12-11, 13-11 and 14-11 initiating proceedings, approving the preliminary Engineer's Report, and declaring its intent to levy assessments for the Landscaping and Lighting District No. 1 for fiscal year 2011/2012.

The total annual maintenance cost to the District is \$260,184.61. Annual maintenance 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 two resolutions: (1) Amending and/or approving the Final Engineer's Report; (2) the City ordering the levy and collection of assessments within the Landscaping and Lighting Assessment District #1 for Fiscal Year 2011/2012.



## 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

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# ENGINEER'S REPORT AFFIDAVIT

## TEHACHAPI LANDSCAPING & LIGHTING DISTRICT NO. 1

City of Tehachapi,  
County of Kern, State of California

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 19th day of May, 2011.

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

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

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



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## I. OVERVIEW

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### 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 and 14; 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 Lane, & 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	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	.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

### III. DISTRICT BUDGET

City of Tehachapi L&L DISTRICT #1							
Levy Components	Total Budget	Original District	Zone 1	Zone 2	Zone 3	Zone 4	
		Tract 6062	Tract 6212	Tract 6215	Tract 6216	Tract 6248	
<b>DIRECT COSTS</b>							
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	
<b>Total Direct Costs</b>	<b>\$ 298,481.42</b>	<b>\$ 34,227.91</b>	<b>\$ 19,136.00</b>	<b>\$ 44,671.15</b>	<b>\$ 102,970.00</b>	<b>\$ 6,617.98</b>	
<b>ADMINISTRATION COSTS</b>							
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	
<b>Total Administration Costs</b>	<b>\$ 27,698.46</b>	<b>\$ 1,455.34</b>	<b>\$ 2,602.20</b>	<b>\$ 2,278.85</b>	<b>\$ 9,304.36</b>	<b>\$ 929.12</b>	
<b>COLLECTIONS/(CREDITS) APPLIED TO LEVY</b>							
<b>TOTAL DIRECT AND ADMIN COSTS</b>	<b>\$ 326,179.88</b>	<b>\$ 35,683.25</b>	<b>\$ 21,738.20</b>	<b>\$ 46,950.00</b>	<b>\$ 112,274.36</b>	<b>\$ 7,547.10</b>	
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)	<b>\$ (65,995.75)</b>	<b>\$ (12,403.25)</b>	<b>\$ -</b>	<b>\$ (19,871.28)</b>	<b>\$ (25,199.36)</b>	<b>\$ -</b>	
<b>Balance to Levy (Budgeted)</b>	<b>\$ 260,184.13</b>	<b>\$ 23,280.00</b>	<b>\$ 21,738.20</b>	<b>\$ 27,078.72</b>	<b>\$ 87,075.00</b>	<b>\$ 7,547.10</b>	
<b>Applied to Levy (Rounded)</b>	<b>\$ 260,184.14</b>	<b>\$ 23,280.01</b>	<b>\$ 21,738.20</b>	<b>\$ 27,078.72</b>	<b>\$ 87,075.00</b>	<b>\$ 7,547.10</b>	
<b>DISTRICT STATISTICS</b>							
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	
<b>Applied Levy per Benefit Unit</b>		<b>\$ 192.000</b>	<b>\$ 197.620</b>	<b>\$ 202.080</b>	<b>\$ 232.200</b>	<b>\$ 260.245</b>	
Prior Year Levy per Benefit Unit		\$ 186.41	\$ 196.34	\$ 198.52	\$ 228.08	\$ 185.18	
Maximum Levy per Benefit Unit (Prior Fiscal Year)		\$ 186.41	\$ 258.40	\$ 198.52	\$ 228.10	\$ 425.05	
<b>Maximum Levy per Benefit Unit (Current Fiscal Year)</b>		<b>\$ 192.007</b>	<b>\$ 263.046</b>	<b>\$ 202.096</b>	<b>\$ 232.205</b>	<b>\$ 432.696</b>	
Inflationary Factor Applied to Maximum Rate		3.0000%	1.7996%	1.7996%	1.7996%	1.7996%	
		\$ (0.007)	\$ (65.426)	\$ (0.016)	\$ (0.005)	\$ (172.451)	
<b>FUND BALANCE INFORMATION</b>							
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)	-	
<b>Estimated Ending Reserve Balance</b>	<b>\$ (82,094.26)</b>	<b>\$ (7,571.25)</b>	<b>\$ 13,042.00</b>	<b>\$ (56,501.28)</b>	<b>\$ 41,642.14</b>	<b>\$ 4,528.00</b>	
Beginning CIP Fund Balance	\$ 108,114.00	\$ -	\$ 88,462.00	\$ -	\$ -	\$ 18,872.00	
CIP Fund Adjustments	-	-	-	-	-	-	
<b>Estimated CIP Balance</b>	<b>\$ 108,114.00</b>	<b>\$ -</b>	<b>\$ 88,462.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,872.00</b>	

City of Tehachapi L&L DISTRICT #1							
Levy Components	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 11	Zone 14C
	Tract 5812	Tract 4927	Tract 6360	Tract 6507	Tract 6723-A	Tract 6497	Parcel Map 11353
<b>DIRECT COSTS</b>							
Landscape Maintenance Contract	\$ 42,436.00	\$ -	\$ 1,575.00	\$ -	\$ -	\$ -	\$ -
Landscape Utilities	25,000.00	-	783.00	-	-	-	-
Sprinkler Repair & Replacement	2,121.80	-	78.75	-	-	-	-
Tree and Plant Replacement	3,394.88	-	126.00	-	-	-	-
Miscellaneous Parts, Equipment and Replacements	848.72	-	31.50	-	-	-	-
Park Maintenance (Neighborhood Park and Paseo Park)	-	-	462.21	-	-	-	-
Drainage Sump Maintenance	2,420.00	2,420.00	-	-	-	-	-
Street Lights	5,000.00	695.52	3,465.00	-	-	-	-
<b>Total Direct Costs</b>	<b>\$ 81,221.40</b>	<b>\$ 3,115.52</b>	<b>\$ 6,521.46</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ADMINISTRATION COSTS</b>							
Levy Administration and Professional Services	\$ 1,162.20	\$ 157.21	\$ 61.76	\$ 393.93	\$ 308.59	\$ 246.78	\$ 394.95
County Collection Fee	45.54	6.16	2.42	0.22	0.88	0.22	3.08
City Overhead and Administration	2,366.14	1,044.41	657.91	1,055.26	1,127.99	1,037.33	1,055.59
<b>Total Administration Costs</b>	<b>\$ 3,573.89</b>	<b>\$ 1,207.78</b>	<b>\$ 722.09</b>	<b>\$ 1,449.41</b>	<b>\$ 1,437.46</b>	<b>\$ 1,284.34</b>	<b>\$ 1,453.62</b>
<b>COLLECTIONS/(CREDITS) APPLIED TO LEVY</b>							
<b>TOTAL DIRECT AND ADMIN COSTS</b>	<b>\$ 84,795.29</b>	<b>\$ 4,323.30</b>	<b>\$ 7,243.55</b>	<b>\$ 1,449.41</b>	<b>\$ 1,437.46</b>	<b>\$ 1,284.34</b>	<b>\$ 1,453.62</b>
Reserve Collection/(Transfer)	(5,866.19)	(868.00)	(2,787.67)	-	-	-	1,000.00
Capital Improvement Fund Collection/(Transfer)	-	-	-	-	-	-	-
General Fund Loans Repayment/(Advances)	-	-	-	-	-	-	-
Other Revenues/General Fund (Contributions)	-	-	-	-	-	-	-
Total Collections/(Credits)	<b>\$ (5,866.19)</b>	<b>\$ (868.00)</b>	<b>\$ (2,787.67)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,000.00</b>
<b>Balance to Levy (Budgeted)</b>	<b>\$ 78,929.10</b>	<b>\$ 3,455.30</b>	<b>\$ 4,455.88</b>	<b>\$ 1,449.41</b>	<b>\$ 1,437.46</b>	<b>\$ 1,284.34</b>	<b>\$ 2,453.62</b>
<b>Applied to Levy (Rounded)</b>	<b>\$ 78,929.10</b>	<b>\$ 3,455.30</b>	<b>\$ 4,455.88</b>	<b>\$ 1,449.41</b>	<b>\$ 1,437.46</b>	<b>\$ 1,284.34</b>	<b>\$ 2,453.62</b>
<b>DISTRICT STATISTICS</b>							
Total Parcels	210	28	12	1	4	1	15
Total Parcels Levied	207	28	11	1	4	1	14
Total Equivalent Benefit Units	207.00	28.00	11.00	96.00	74.00	60.00	92.40
<b>Applied Levy per Benefit Unit</b>	<b>\$ 381.300</b>	<b>\$ 123.404</b>	<b>\$ 405.080</b>	<b>\$ 15.098</b>	<b>\$ 19.425</b>	<b>\$ 21.406</b>	<b>\$ 26.554</b>
Prior Year Levy per Benefit Unit	\$ 374.58	\$ 121.24	\$ 397.94	\$ 147.58	\$ 199.23	\$ 234.62	\$ 36.66
Maximum Levy per Benefit Unit (Prior Fiscal Year)	\$ 374.58	\$ 121.24	\$ 397.93	\$ 260.59	\$ 297.04	\$ 438.13	\$ 36.69
<b>Maximum Levy per Benefit Unit (Current Fiscal Year)</b>	<b>\$ 381.317</b>	<b>\$ 123.421</b>	<b>\$ 405.096</b>	<b>\$ 265.284</b>	<b>\$ 302.382</b>	<b>\$ 446.015</b>	<b>\$ 37.523</b>
Inflationary Factor Applied to Maximum Rate	1.7996%	1.7996%	1.7996%	1.7996%	1.7996%	1.7996%	2.2745%
	\$ (0.017)	\$ (0.017)	\$ (0.016)	\$ (250.186)	\$ (282.957)	\$ (424.610)	\$ (10.969)
<b>FUND BALANCE INFORMATION</b>							
Estimated Beginning Reserve Fund Balance	\$ 21,592.00	\$ (10,600.00)	\$ (30,385.00)	\$ (25,727.00)	\$ (12,424.00)	\$ (12,038.00)	\$ 870.00
Reserve Fund Adjustments	(5,866.19)	(868.00)	(2,787.67)	-	-	-	1,000.00
<b>Estimated Ending Reserve Balance</b>	<b>\$ 15,725.81</b>	<b>\$ (11,468.00)</b>	<b>\$ (33,172.67)</b>	<b>\$ (25,727.00)</b>	<b>\$ (12,424.00)</b>	<b>\$ (12,038.00)</b>	<b>\$ 1,870.00</b>
Beginning CIP Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 780.00
CIP Fund Adjustments	-	-	-	-	-	-	-
<b>Estimated CIP Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 780.00</b>

## **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.

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TEHACHAPI, CALIFORNIA, AMENDING AND/OR APPROVING  
THE FINAL ENGINEER'S REPORT REGARDING THE  
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT No.1,  
AND THE LEVY AND COLLECTION OF ANNUAL  
ASSESSMENTS RELATED THERETO FOR FISCAL YEAR  
2011/2012**

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

WHEREAS, The City Council, pursuant to the provisions of *Part 2 of Division 15 of the California Streets and Highways Code*, did by previous Resolution order the Engineer, Willdan Financial Services, to prepare and file a report in accordance with *Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565*, in connection with the proposed levy and collection of assessments for the Landscaping and Lighting District No.1, (hereafter referred to as the "District") for the fiscal year commencing July 1, 2011, and ending June 30, 2012; and,

WHEREAS, The Engineer has prepared and filed with the City Clerk of the City of Tehachapi and the City Clerk has presented to the City Council such report entitled "Engineer's Annual Levy Report, Landscaping and Lighting District No.1, Fiscal Year 2011/2012" (hereafter referred to as the "Report"); and,

WHEREAS, The City Council has carefully examined and reviewed the Report as presented, and is satisfied with the items and documents as set forth therein, and finds that the levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, 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: The above recitals are true and correct.

Section 2: The Report as presented, consists of the following:

- a) A Description of the District and Improvements.
- b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance)

- c) A Description of the Method of Apportionment resulting in an Assessment Rate per Equivalent Benefit Unit (EBU) within said District for fiscal year 2011/2012. Said Assessment Rate for fiscal year 2011/2012 is not above maximum assessment rate per Equivalent Benefit Unit. The maximum assessment rate is subject to the application of an assessment range formula that includes the annual inflationary adjustment of (3%) for Tract 6062 and based on the CPI for Fiscal Year 2011/2012, (1.79%) for the other Tracts within the District except tract Parcel Map 11353 which is (2.27%). This inflation factor is applied to the maximum assessment rate each fiscal year.

Section 3: The Report as presented or as amended is hereby approved, and is 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 City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and final approval of the Report.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Tehachapi on June 6, 2011 by the following vote:

AYES: COUNCILMEMBERS: \_\_\_\_\_  
NOES: COUNCILMEMBERS: \_\_\_\_\_  
ABSTAIN: COUNCILMEMBERS: \_\_\_\_\_  
ABSENT: COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
ED GRIMES, Mayor of the City of  
Tehachapi, California

ATTEST:

\_\_\_\_\_  
DENISE JONES, City Clerk  
of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a special meeting thereof held on June 6, 2011.

---

DENISE JONES  
City Clerk of the City of Tehachapi, California

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TEHACHAPI, CALIFORNIA ORDERING THE LEVY AND  
COLLECTION OF ASSESSMENTS WITHIN THE LANDSCAPING  
AND LIGHTING DISTRICT No.1, FOR FISCAL YEAR 2011/2012**

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

WHEREAS, The City Council has by previous Resolutions initiated proceedings and declared its intention to levy special benefit assessments against parcels of land within the Landscaping and Lighting District No.1, (hereafter referred to as the "District") for the fiscal year commencing July 1, 2011, and ending June 30, 2012; pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500* (hereinafter referred to as the "Act") to pay the costs and expenses of operating, maintaining and servicing of the improvements located within the District; and,

WHEREAS, The Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council the Engineer's Annual Levy Report (hereafter referred to as the "Report") in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and,

WHEREAS, The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2011, and ending June 30, 2012, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities located within the District; and,

WHEREAS, The City Council has previously conducted a property owner protest ballot proceeding for the District assessments proposed to be levied for Fiscal Year 2011/2012, and said assessments are described in the approved Report, and the assessments as described comply with the applicable provisions of the California State Constitution Article XIID.

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

Section 1 The above recitals are true and correct.

Section 2 Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution approving or amending the Report prepared in connection with the levy and collection of assessments, and has considered the oral and written statements, protests and communications made or filed by interested persons. The City Council has determined that the property owners in accordance with the requirements of the California State Constitution, Article XIID have approved the assessments so presented.

Section 3 Based upon its review (and amendments, as applicable) of the Engineer's Annual Levy Report, a copy of which has been presented to the City Council and which as been filed with the City Clerk, the City Council hereby finds and determines that:

- a) The land within the District will receive special benefit by the operation, maintenance and servicing of the improvements within the boundaries of the District.
- b) District includes the lands receiving such special benefit.
- c) The net amount to be assessed upon the lands within the District is in accordance and apportioned by a formula and method which fairly distributes the net amount among the eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2011, and ending June 30, 2012.

Section 4 The Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

Section 5 The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance and operation of and the furnishing of services and materials for landscape maintenance areas, street lighting and other appurtenant facilities.

Section 6 The maintenance, operation and servicing of the improvements shall be performed pursuant to the Act and the County Auditor of Kern County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 7 The City Treasurer shall deposit the money representing assessments collected by the County for the District to the credit of a fund for the Landscaping and Lighting District No.1, and such money shall be expended for the maintenance, operation and servicing of the improvements as described in the Engineer's Report.

Section 8 The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2011, and ending June 30, 2012.

Section 9 The City Clerk or its designee is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Tehachapi on June 6, 2011 by the following vote:

AYES: COUNCILMEMBERS: \_\_\_\_\_

NOES: COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN: COUNCILMEMBERS: \_\_\_\_\_

ABSENT: COUNCILMEMBERS: \_\_\_\_\_

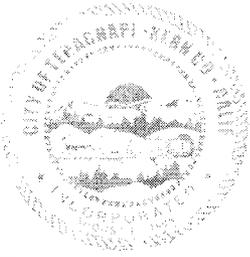
\_\_\_\_\_  
ED GRIMES, Mayor of the City of  
Tehachapi, California

ATTEST:

\_\_\_\_\_  
DENISE JONES, City Clerk  
of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a special meeting thereof held on June 6, 2011.

\_\_\_\_\_  
DENISE JONES  
City Clerk of the City of Tehachapi, California



# COUNCIL REPORTS

AGENDA SECTION: CITY MANAGER

MEETING DATE: JUNE 6, 2011

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

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**TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS**

**FROM: GREG GARRETT, CITY MANAGER**

**DATE: JUNE 6, 2011**

**SUBJECT: DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1**

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## BACKGROUND

This action by the City Council orders the levy of assessments within the Drainage Benefit Assessment District No. 1 for fiscal year 2011/2012.

At the May 16, 2011 City Council meeting, City Council adopted Resolution No. 15-11, 16-11 and 17-11 initiating proceedings, approving the preliminary Engineer's Report, and declaring its intent to levy assessments for the Drainage Benefit Assessment District No. 1 for fiscal year 2011/2012.

The total annual maintenance cost to the District is \$17,175.00. Annual maintenance 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 two resolutions: (1) Amending and/or approving the Final Engineer's Report; (2) the City ordering the levy and collection of assessments within the City of Tehachapi Drainage Benefit Assessment District No.1 for Fiscal Year 2011/2012.



## **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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# ENGINEER'S REPORT AFFIDAVIT

**DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1,**

**(PARCEL MAP 11353)**

City of Tehachapi,  
County of Kern, State of California

This Report describes 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 19<sup>th</sup> day of May, 2011.

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

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

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



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## I. INTRODUCTION

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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**

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### **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

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#### 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.

**Total Balance to Levy / Total EBU = Levy per EBU**

**Levy 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 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

<b>City of Tehachapi</b>	
<b>2011/2012 Budget Worksheet</b>	
DRAINAGE BENEFIT ASSESSMENT DISTRICT No. 1 (PARCEL MAP 11353)	
Fund Number 20634	
Levy Components	Budget
<b>DIRECT COSTS (Basin Maintenance)</b>	
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
<b>Total Maintenance Costs</b>	<b>\$8,053</b>
<b>DIRECT COSTS (Power Costs)</b>	
Power Consumption	\$589
Pumps	79
<b>Total Power Costs</b>	<b>\$668</b>
<b>DIRECT COSTS (Pump Replacement)</b>	
Pump and Motors (\$30,000 every 15 years)	\$3,636
Electrical Equipment (\$10,000 every 30 years)	921
<b>Total Replacement Cost per year</b>	<b>\$4,557</b>
<b>ADMINISTRATION COSTS</b>	
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
<b>Total Administration Costs</b>	<b>\$3,897</b>
<b>COLLECTIONS/(CREDITS) APPLIED TO LEVY</b>	
<b>TOTAL DIRECT AND ADMIN COSTS</b>	<b>\$17,175</b>
<b>Balance to Levy (Budgeted)</b>	<b>\$17,175</b>
<b>DISTRICT STATISTICS</b>	
Total Parcels	15
Total Parcels Levied	14
Total EBU's	92.40
Proposed Levy per Benefit Unit	<b>\$185.88</b>
<b>Applied Levy per Benefit Unit</b>	<b>\$185.88</b>
Maximum Levy per Benefit Unit (Prior Fiscal Year)	<b>\$181.75</b>
Maximum Levy per Benefit Unit (FY 2011/2012)	<b>\$185.88</b>

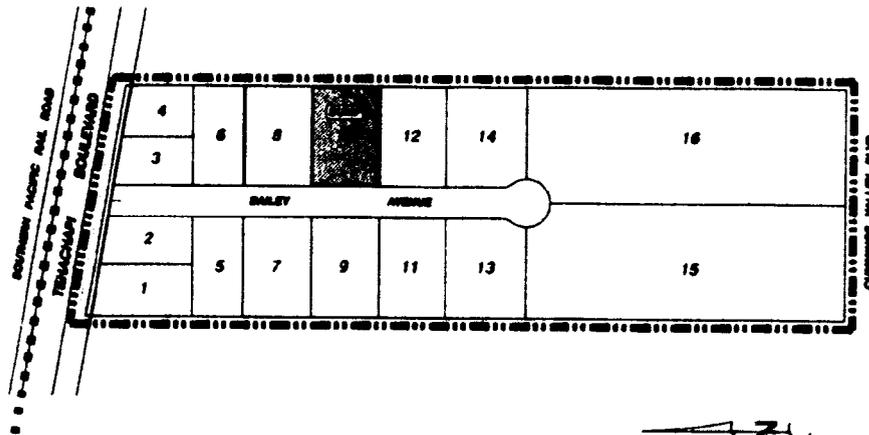
## **APPENDIX A – DISTRICT DIAGRAM**

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: 223-190-15  
PROPOSED NO. OF ASSESSABLE PARCELS: 15  
ASSESSABLE ACREAGE: 23.95

**LEGEND**

- DISTRICT BOUNDARY
- SUMP

NOTE: The quantities identified on this map are subject to change. For details, refer to the approved Developer plans on file in the Office of the City Engineer. For parcel detail, please refer to the final Form County Assessor 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.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI APPROVING THE ANNUAL ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1, FOR FISCAL YEAR 2011/2012, PURSUANT TO THE PROVISIONS OF THE BENEFIT ASSESSMENT ACT OF 1982**

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**WHEREAS**, The City Council of the City of Tehachapi (hereafter referred to as the "City Council") has, by previous Resolutions declared its intention to levy assessments for the City of Tehachapi Drainage Benefit Assessment District No.1 (hereinafter referred to as the "District"); and

**WHEREAS**, The Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report") that describes the assessments against the parcels of land within the Assessment District for the fiscal year commencing July 1, 2011 and ending June 30, 2012 to pay for the maintenance, operation and servicing of improvements and facilities related thereto; and

**WHEREAS**, the City Council has carefully examined and reviewed the Engineer's Report as presented, and is satisfied with the items and documents as set forth therein, and finds that the levy of assessments has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said the Engineer's Report;

**WHEREAS**, The City Council and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Article XIID of the California State Constitution; and

**WHEREAS**, The City Council desires to levy and collect assessments against parcels of land within Assessment District for the Fiscal Year commencing July 1, 2011 and ending June 30, 2012, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities located within the District.

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

**Section 1** Following notice duly given, the City Council has held a full and fair Public Hearing regarding the District, the levy and collection of assessments, the Engineer's Report prepared in connection therewith, and considered any oral and written statements, protests and communications made or filed by interested persons regarding these matters.

**Section 2** The City Council finds the record owners of property within the District previously approved the continued levy and collections of assessments through property owner balloting proceedings, and that the proposed assessment for Fiscal Year 2011/2012 is consistent with the assessment so approved.

**Section 3** Based upon the Engineer's Report, which is here by approved and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

- a) The land and eligible parcels within the boundaries of the District will receive a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large from the operation, maintenance and servicing of the improvements and appurtenant facilities identified in the Engineer's Report (hereinafter referred to as "Special benefit"); and,
- b) The District includes the lands and parcels receiving such Special Benefit; and
- c) The net amount to be assessed upon the lands within the District is in accordance and apportioned by a formula and method which fairly distributes the net amount among eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2011 and ending June 30, 2012.

**Section 4** The Engineer's Report and assessment as presented to the City Council and on file in the office of the City Clerk comply with the applicable provisions of the California State Constitution Article XIII D and are hereby confirmed as filed.

**Section 5** The maintenance, operation and servicing of the improvements shall be performed pursuant to the provisions of the *Benefit Assessment Act of 1982, Title 5, Division 2, Part 1, Chapter 6.4 of the Government Code of the State of California Commencing with section 54703* (hereafter referred to as the "Act"). The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the operation, maintenance, servicing and

administration of the improvements, and incidental expenses related thereto for the District located within the boundary of the City of Tehachapi, and the jurisdiction of the City Council. A more detailed description of the improvements is contained within the Report, but the improvements and facilities can be classified within the following general categories:

- Installation, construction or maintenance of any authorized improvements under Act, including, but not limited to, drainage improvements and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

**Section 6** The County Auditor of Kern County shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to the provisions provided in the Act. After collection by the County, the net amount of the levy shall be paid to the Treasurer of the City of Tehachapi.

**Section 7** The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Tehachapi Drainage Benefit Assessment District No.1, and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in section 5.

**Section 8** The adoption of this Resolution constitutes the District levy for the fiscal year commencing July 1, 2011 and ending June 30, 2012.

**Section 9** The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.

**Section 10** A copy of the levy shall be filed in the office of the City Clerk and open for public inspection.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Tehachapi on June 6, 2011 by the following vote:

AYES: COUNCILMEMBERS: \_\_\_\_\_

NOES: COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN: COUNCILMEMBERS: \_\_\_\_\_

ABSENT: COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
ED GRIMES, Mayor of the City of  
Tehachapi, California

ATTEST:

\_\_\_\_\_  
DENISE JONES, City Clerk  
of the City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a special meeting thereof held on June 6, 2011.

\_\_\_\_\_  
DENISE JONES  
City Clerk of the City of Tehachapi, California