

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
Tuesday, July 5, 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
TUESDAY, JULY 5, 2011 - 6:00 P.M. - PG. 2**

1. General public comments regarding matters not listed as an agenda item.
2. Mayor Grimes to present a Certificate of Recognition to Mark Pestana.
3. Mayor Grimes to present a Certificate of Recognition to The Loop.

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 30-11
Tehachapi City Council Unassigned Ord. No. 11-02-708
Tehachapi Redevelopment Agency Unassigned Res. No. 11-04
Tehachapi Public Financing Authority Unassigned Res. No. 11-01

- *4. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
5. The Tehachapi City Council will appoint two members to the City of Tehachapi Airport Commission to fill the vacancies created by Commissioners Mark Pestana and Austin Kalb's expiration of term. These two appointments will fill four year terms which expire on June 30, 2015. The City Clerk's office received applications from four qualified applicants, Austin Kalb, Kenneth Wright, David Bushman and Steven Vogel – **APPOINT TWO MEMBERS TO THE CITY OF TEHACHAPI AIRPORT COMMISSION FOR FOUR YEAR TERMS TO EXPIRE ON JUNE 30, 2015**
- *6. The 5th Annual Tehachapi Food and Wine Festival will be held on Saturday, August 6, 2011. The applicant, Anthony McDemas with Taste of Tehachapi, requests street closures, street barricades, and traffic control assistance – **APPROVE THE FOOD & WINE FESTIVAL SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS**
- *7. Tehachapi Heritage League has submitted a special use application for the Kern Festival of Writers event. The event will be held on Saturday, August 6, 2011, from 10:00 am until 5:00 pm. They are requesting the closure of Green Street from E Street to the alley south of E Street – **APPROVE THE KERN FESTIVAL OF WRITERS SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURE, SUBJECT TO CITY CONDITIONS**
- *8. Tehachapi Heritage League has submitted a special use application for a Western Shootout event. The event will be held on Saturday, August 20, 2011, from 11:00 am until 3:00 pm. They are requesting the closure of Green Street from E Street to the alley south of E Street – **APPROVE THE WESTERN SHOOTOUT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURE, SUBJECT TO CITY CONDITIONS**
- *9. Tehachapi Heritage League has submitted a special use application for a County Fair event. This event will be held on Saturday, August 13, 2011, from 10:00 am until 5:00 pm. They are requesting the closure of Green Street between D Street and E Street – **APPROVE THE COUNTY FAIR EVENT APPLICATION AND ASSOCIATED STREET CLOSURE, SUBJECT TO CITY CONDITIONS**

FINANCE DIRECTOR REPORTS

- *10. Disbursements, bills, and claims for 6/15/2011 through 6/28/2011 – **AUTHORIZE PAYMENTS**

CAPITAL PROJECTS MANAGER REPORTS

11. Staff has, once again, been successful in obtaining a grant for 44.9% of the cost of new Ford Escape Hybrid 4WD vehicle through the Motor Vehicle Emission Reduction Program (MVERP). An agreement with the East Kern Air Pollution Control District (EKAPCD) is necessary to accept the funds and purchase the new vehicle – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE EKAPCD FOR MVERP GRANT FUNDING**

CITY MANAGER REPORTS

- *12. The City's current Personnel Policy Manual does not address fraud handling procedures. The Fraud Policy will address handling of workplace fraud in a more clear and specific way – **APPROVE THE FRAUD POLICY AND ADOPT THE ASSOCIATED RESOLUTION**

13. Report to Council regarding current activities and programs – **VERBAL REPORT**

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

CLOSED SESSION

1. Conference with legal counsel regarding potential litigation (1 case) per Government Code Section 54956.9(c)

ADJOURNMENT

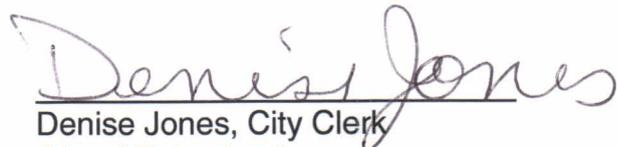


AIRPORT COMMISSION APPOINTMENT

The Tehachapi City Council will consider appointing two members to the Tehachapi Airport Commission. The terms will expire on June 30, 2015.

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

Applications are available at City Hall, 115 South Robinson Street - (661) 822-2200, or on the City website www.tehachapicityhall.com. All applications must be returned to Tehachapi City Hall by Wednesday, June 29, 2011, at 5:00 p.m. The City Council will consider the applications during the Tehachapi City Council meeting to be held on Tuesday, July 5, 2011, at 6:00 p.m.


Denise Jones, City Clerk
City of Tehachapi

Published: June 28, 2011



RECEIVED
JUN 08 2011
CITY OF TEHACHAPI

APPLICATION FOR APPOINTMENT

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

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

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

Name Austin Kalb

Address 21320 Blue Oaks Ave

City Tehachapi State CA Zip Code 93561

Phone Number +1 (661) 822-3535 Fax Number +1 (661) 823-7160

Email AustinKalb@gmail.com

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

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

Occupation Retired

Business Name _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

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

See attached resume

Other special training or experience:

One year as Airport Commissioner

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

One year as Airport Commissioner

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

See Attachment A.

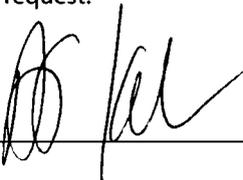
Do you have any interests or associations that might present a conflict of interest? Yes If yes, please explain below. No

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

AUTHORIZATION AND RELEASE

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

Signature Field



Date/Time Field

6/7/11

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

Resume for Austin Kalb

Highlights

- Over 30 years of experience managing and developing mission critical solutions
 - Demonstrated ability to manage and perform on several concurrent programs
 - Wide Career Path
 - Aerospace, Wall Street, Health Care, Manufacturing
 - Finance, Management, Technology, Software Development
 - Extremely well educated
-

Education

- 1999 MBA University Of Southern California, Marshall School of Business, Executive MBA program (Cum Laude)
 - 1984 Ph.D., Material Science and Engineering (ABD), University of California Los Angeles
 - 1980 MS, Physics, University of California Los Angeles
 - 1978 BS, Physics, Worcester Polytechnic Institute, Worcester, MA. (High Honors)
-

Management / Technical Employment History

2010 – Present Airport Commissioner, Tehachapi Municipal Airport

I am currently nearing the end of my one year appointment as an Airport Commissioner. I am the Secretary for the Commission as well.

2006 – Present Hedge Fund Manager

Startup hedge fund: Alpha Enhanced Index Fund, L.P. The fund utilizes an options collar with a calendar component to reduce volatility and downside risk while attempting to mirror upside market returns. Strategy developed and tested in Matlab in conjunction with U Mass Amherst. Presently in incubator stage while developing a track record - not currently accepting outside investors. AUM approx \$1M.

1993 – Present CEO, CIO OutSource International Corporation (OSI)

OSI is a proprietary stock option trading firm. From 1999 through 2002 I led the company through growth of over 400% per year. In 2002, the OSI was responsible for over \$1B in trade volume. I managed many aspects of the company, such as MIS, HR and Finance.

OSI presently designs and develops various small to mid size software solutions in support of stock and option market operations for a wide variety of customers, including brokerages, hedge funds, and proprietary program traders. It is also the General Partner for the Alpha Enhanced Index Fund, L.P.

1994 - 1998 Engineering Director, Boeing Lasers and Electro-Optics. Antelope Valley, CA.

I was manager of an optical diagnostics group on a proprietary program. I held a DoD TS and SAR clearances. The team consisted of fifteen PhD and Masters level scientists and engineers, as well as a several supporting technicians. The projects were highly technical, and were both mission and time critical.

1990 - 1994 Staff Scientist (Director Level), Boeing, Anaheim CA.

I was on the technical and management teams of several highly advanced DoD and DoE programs. My responsibilities included program and proposal development, customer liaison, and several new business development initiatives. I was chief sensor system engineer on the Brilliant Pebbles and Brilliant Eyes programs, and program manager / chief scientist on several airborne sensor programs, commercial IR aircraft landing systems, and submarine laser communications programs, as well as a participant in Battle Management Command Control and Communications (BMC cubed) architecture development for several advanced weapon systems.

1986 - 1990 Chief Scientist, Ojai Research Corporation, Ojai CA

Ojai Research Corporation is a boutique supplier of high quality low loss optical coatings. I was involved in new business development, and managed several research and development programs. Applications included Ring Laser Gyroscopes, X-Ray grazing incidence mirrors for photo lithography, High Power Laser Weapons such as the Free Electron Laser for Los Alamos National Laboratory, and various Chemical Oxygen Iodine (COIL) lasers.

1986 - 1988 Technical Director, Cascade Optical Coating, Santa Ana, CA

Involved in R&D and new business development in the field of thin film optical coatings. In the R&D area, I pioneered several new hybrid optical thin film coating techniques using Neutral Ion Beam Sputtering using spacecraft Ion Propulsion Engines.

1978 - 1986 Staff Scientist / Manager, Litton Guidance and Control Systems, Rockwell International

Involved in the research and development of Ring Laser Gyroscopes and their associated optical coatings for use as Inertial Navigations systems on commercial and military aircraft, submarines, and weapon systems such as ICBM's. While at Rockwell I developed a world class thin film optical coating facility for the production of optical thin films. These technology was utilized in Laser Weapons such as the MIRCL laser White Sands Missile Range, and in Inertial Navigators for ICBM's such as Minute Man and Peacekeeper systems. During my employment at Rockwell I became the youngest Staff Scientist (MTS7, the highest technical position in the company) in the company's history.

Additional Information

- Published in American Physics Society Optics News and The American Vacuum Society
- Have held and currently eligible for DoD TS, SAR, SBI, and DoE Q clearances

Contact Information

Austin Kalb
21320 Blue Oaks Avenue
Tehachapi, CA 93561
661-822-3553 / 661-822-3535
AustinKalb@gmail.com

Austin Kalb, Application For Appointment to Airport Commission.

Attachment A.

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

1. I have a vested interest in the Tehachapi Municipal Airport

I have been a private pilot since 1984. I own an airplane that when not in use is stored in a hangar on the airport. I have a ten year lease with the owner of that hangar, which will expire in 2021. I plan on exercising my option to stay in that hangar for the entire term. I love everything about aviation and take pride in our airport.

Since coming to KTSP I have become increasingly interested helping the airport thrive and grow, while maintaining safety and promoting respect for both stakeholders and the non-flying public. I am active in the Tehachapi Society of Pilots and am a member of the Civil Air Patrol. I am in almost daily contact with the Airport Manager the other airport employees and stakeholders, helping whenever and wherever possible. I do have my finger on the pulse of the airport.

My interest in the airport goes beyond protecting my personal investment. I take pride in our airport and in the airport community. I would be honored to officially participate in the development , protection, and betterment of the airport and its community.

2. I have a vested interest in the greater Tehachapi area

I have lived in Old Town since 1996, having come to the area to work on a proprietary program for Rockwell at a classified location in the Antelope Valley. At the time, the relocation choices were Hesperia, Ridgecrest, Tehachapi, and Lancaster/Palmdale. After a thorough analysis, Tehachapi was an easy choice. I have never regretted it. In fact, for a time I have had other family members live in the area as well (brother Todd, and mother Barbara).

I presently residence in Old Town and own undeveloped land in Country Oaks. I plan on staying in the area indefinitely. I am pleased with the growth over the past ten years, however I do feel there is still much to be done. The economic potential is here, however for a city (and surrounding community) the size of Tehachapi, I feel we could easily support more industry and services. The airport is an important and valuable asset to the city could easily be a significant participant in this growth.

3. I am uniquely qualified for the position of Airport Commissioner

After having served on the Airport Commission for the last year I feel I have an good understanding of what it takes to be an effective Commissioner. A few things I've learned in the past year:

- While the Commission's official role is to make recommendations to the City Council, the number of recommendations submitted is not the only measure of our success. The fact that we don't offer many recommendations is an indication of our effectiveness. The Airport Commission solves many of its (i.e., the Airport's) issues internally, in the airport office, during commission meetings.

- Positive change at the airport comes slowly. In the past year I have seen many improvements to the physical plant as well as to the attitudes of its stakeholders. I see much more of this in the years ahead.
- The role of Airport Commissioner is both extremely satisfying and sometimes very frustrating. I am happy with the relationship the Commission has developed with the city staff. I am frustrated that I have not been able to make a bigger impact during my short tenure.
- It has been a pleasure serving the airport community and the City of Tehachapi. I must say, while a bit green at the start of my appointment, I have learned quite a bit in the last year I look forward to continued service via a re-appointment.

I have extensive management and business development experience in both the private sector and within the DoD and DoE. While I understand and respect the formal role of the Airport Commission, I also understand the role of the Commission as ambassador to the aviation community at large as well as its role as liaison between the airport community and the Tehachapi City Council and City Manager.

I believe my greatest skills are in the area of communications and negotiations. I have the ability to see all sides of an argument and negotiate a solution that is acceptable to all parties involved. I have no qualms about speaking up to unruly stakeholders. While I may or may not agree with all that is said, in the end it is mostly opinion, for which everyone is entitled.

My current positions are extremely flexible. I have time to go to the airport daily and chat with the pilots, hangar owners, and many times transient pilots visiting the field. I feel very much in touch with the airport community and the local airport management. I would bring this "boots on the pavement" attitude to the Airport Commissioner position, providing for an efficient interface between the airport community and the Airport Commission all the way to the City Manager and City Council.



CITY OF TEHACHAPI
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JUN 20 2011

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

APPLICATION FOR APPOINTMENT

CITY CLERK'S OFFICE

OFFICE USE ONLY

City Resident: Yes
 No

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

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

Name Kenneth Wright

Address 500 S. Mill St.

City Tehachapi State CA Zip Code 93561

Phone Number 661-301-8239 Fax Number _____

Email ~~Wright~~ Wright Way Aviation@gmail.com

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

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

Occupation Firefighter/apprentice aircraft mechanic

Business Name Wright Way Aviation

Address 222 N. Hayes St.

City Tehachapi State CA Zip Code 93561

Phone Number 661-750-2382 Fax Number _____

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

Tehachapi High School, graduated.
Bakers Field college, on track for fire tech degree.

Other special training or experience:

Kern county fire department.
fire crew foreman, fire fighter

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

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

I grew up in the Tehachapi area and have always been interested in aviation. ~~3~~

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

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

AUTHORIZATION AND RELEASE

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

Signature Field

R. C. White

Date/Time Field

6-20-2011

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

CITY OF TEHACHAPI
RECEIVED

JUN 20 2011

CITY CLERK'S OFFICE
BY _____

To the Tehachapi City Council

My name is Ken Wright, I would like to be considered for a position on the Airport commission.

I grew up in the Tehachapi area and I have always been fascinated with aviation. I recently started an aircraft maintenance business where I am self employed as an apprentice aircraft mechanic and am a student pilot. I would like the opportunity to have a positive influence at the airport and help serve the people who use it.

I have worked for the Kern County Fire Department for 12 years. I spent 7 years on the Rio Bravo Hotshots, 2 years as foreman of the Tehachapi Valley Fire Crew, and 3 years as a station firefighter (mostly at the Tehachapi station on Curry).

I look forward to bringing a fresh perspective to the Airport Commission and serving a community I care deeply about.



RECEIVED

JUN 29 2011

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

CITY OF TEHACHAPI

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes
 No

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

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

Name David Bushman
Address 600 Cherry Lane #42
City Tehachapi State California Zip Code 93561
Phone Number +1 (661) 823-4369 Fax Number +1 (661) 823-4369
Email davidplus@live.com

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

1. Airport Commission Appointment
2. Planning Commission Appointment
- 3.
- 4.

Occupation Aerospace Engineer
Business Name Masten Space Systems
Address 1570 Sabovich Street
City Mojave State California Zip Code 93501
Phone Number +1 (661) 824-3423 Fax Number +1 (661) 824-8455

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

Brigham Young University, Bachelor of Science, Mechanical Engineering, Minor in Mathematics
International Space University, Diploma Space Studies Program Diploma
Embry Riddle Aeronautical University, Master in Business Administration in Aviation (with Honors)

Other special training or experience:

Certified Basic Life Support instructor for medical personnel
Volunteer instructor of emergency preparedness for the city of San Jose, CA
Instructor of home safety and emergency preparedness
Certified member of San Jose Citizens Emergency Response Team (CERT)
NASA Flight/Safety Crew on NASA DC-8 research aircraft
NASA Project Manager on aircraft development projects
Previous member of Civil Air Patrol (CAP)

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

President Silicon Valley Chapter, Association of Unmanned Vehicles International (AUVSI)
President Silicon Valley Chapter BYU Management Society
Chairman American Institute of Aeronautics and Astronautics (AIAA) Utah Chapter
Member AIAA Aircraft Operations Subcommittee: establishing aircraft operations policy and positions for the AIAA
NASA participant on FAA committees on UAV airspace utilization
Researcher for NASA/FAA on next generation air traffic control system

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

I wish to apply my skills and knowledge in aircraft and airport operations to help improve planning and operations at the Tehachapi airport.

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

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

AUTHORIZATION AND RELEASE

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

Signature Field



Date/Time Field

6/28/11

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

David Mark Bushman, MBA, BSME

Tehachapi, CA

Phone (408) 781-4663

Email davidplus@live.com

<http://www.linkedin.com/in/davidbushman>

EXPERIENCE

- Masten Space Systems** 2010-Present
Director of Engineering, Program Management
- Manage technical staff in the development and testing of Masten rockets
 - Senior member of management team for long term business development
 - Program planning and budget management
- International Space University (ISU), Space Studies Program (SSP)** 2009-Present
IT Manager-Oracle Beehive Enterprise Collaboration Tool, NASA Ames Research Center, Mountain View, CA.
- Managed the successful implementation of Beehive for the Space Studies Program 2009
 - Developed and provided engineering lectures and provided safety support for underwater simulations
 - Provide ongoing IT consulting services
- Association of Unmanned Systems International (AUVSI)** 2008-2009
President-Silicon Valley Chapter, Moffitt Field Flight Operations Center, Mountain View, CA.
- Transformed newly formed chapter into a top performing national organization
 - Managed participation in new national initiative exploring unmanned systems in disaster response
 - Organized Forum to present results from national disaster response initiative
- BYU Management Society** 2007-2009
President-Silicon Valley Chapter President, San Jose, CA.
- Led highest performing world chapter through continued 25% growth
 - Initiated newsletter and new management tools to increase activities and attendance
 - Launched new program to award scholarships for moral and ethical leadership
 - Managed highly motivated board to become the most productive chapter in the society
- Sensis Corporation, Seagull Technology Center, Campbell, CA** 2005-2009
Senior Systems Engineer Next Generation Air Traffic Management System
- Through good management practices improved team performance by 25%
 - Integrated work from numerous teams supporting research on the future air traffic control system
- New Business Developer-responsible for new business technology development**
- Product Manager for new UAV business unit and emergency response projects
- Project Manager-emergency response training program (\$0.92 million)**
- Applied good business and project management practices to salvage \$920,000 project
 - Developed novel and effective strategy to teaching safe response practices
- NASA** 1989-2005
Project Management-NASA Dryden Flight Research Center, Edwards, CA
- Project Recovery Manager for Altus Forest Fire Monitoring Mission (\$5 million)
- Developed innovative mission approval plan to resolve FAA constraint for flight approval
- Project Recovery Manager for the Pathfinder Plus Solar Powered Unmanned Aircraft (\$20 million)
- Salvaged two R&D test projects from termination by applying risk management and novel mission assurance strategies, saving \$20 million investment
- Mission Manager for NASA Airborne Science Directorate
- Successfully developed and managed multi-million dollar science missions with international science teams for operations in the United States and Internationally on ER-2, DC-8 and unmanned aircraft
 - Managed deployments across the US, Central America, Chile, Antarctica to study forest health, snow and ice characterization, glacial extent, volcano profiling, and atmospheric studies.
 - Provided safety management for passengers and crew on DC-8

- Provide project oversight on ER-2 missions using high altitude pressure suits
- Supported numerous public outreach events in the US and other countries

Project Manager for Environmental Research and Sensor Technology project (\$30 million)

- Project Manager on Altair, Altus DT, Perseus B, and Proteus unmanned aircraft
 - Managed UAS science missions deployments and fundamental aircraft research
- Recovered projects to meet schedule, cost and technical goals saving \$10 million investment
- Supported numerous public outreach and press events

Project Manager for Laser Power Beaming Demonstrator (\$100,000)

- Developed and managed only known demonstration of sustained laser-powered aircraft flight
- Developed the first known sustained flight of aircraft with energy from a spotlight
- Managed student contract to develop and demonstrate laser powered helicopter

Project Manager for X-34 Project at DFRC (\$3 million)

- Successfully completed ground vibration tests and captive carry tests for new research vehicle

Project Manager for Joint U.S.-Russian Tu-144LL Supersonic Project (\$24 million)

- Resolved numerous technical, management and political issues to successfully complete project
- Received prestigious NASA award (TGIR) for the successful completion of the project

Safety and Quality Control Engineer-NASA Resident Management Office at Thiokol, Utah

Materials and Process Lead Engineer-NASA on-site representative for Solid Rocket Booster Program

- Supported innovative process to recover \$40 million in insulation materials and maintain schedules
- Led NASA reviews of supplier facility and product changes to ensure quality control

Mission Assurance Engineer-On-site NASA manager for Insulation and Components Center

- Uncovered motor assembly errors requiring (\$50 million) de-stack and repair for flight safety
- Provided on-site support of reviews for safety and procedural changes or deviations on NASA programs
- Worked with contractor and NASA centers to develop processes and resolve issues

Technical Manager-NASA Moscow Liaison Office, US Embassy, Moscow, Russia

NASA Attaché American Embassy in Moscow, Russia

- Responsible for the selection, installation of office telecommunications and computers
- Superior performance award for managing Moscow Office telephone and computer resources

Technical Liaison on-site at Russian aerospace company *Energia*, with NASA and Rockwell Int.

- Selected as NASA on-Site Technical Manager for Shuttle-Mir and Space Station programs at Energia
- Responsible for validation of contract deliverables for NASA programs at Energia

Aerospace Engineer-NASA Marshall Space Flight Center, Huntsville, AL

Advanced Projects Office (1995-1996)

- Prepared contract proposals for Russian X-ray experiment and tether satellite experiment.
- Prepared 5-year manpower projections and program requirements for Center management
- Managed thin film mirror research project for follow-on space telescope
- Managed computer resources for office staff
- Assisted in advance propulsion systems technology development

Russian Technology Expert (1991-1996)

- Initiated program to develop international docking standards
- Supported review of Russian Docking System on the Assured Crew Return Vehicle
- Evaluated Russian Automated Rendezvous and Docking technology for possible use by NASA
- Evaluated Russian space station and maintenance technology for NASA application

Space Station Program (1989-1995)

- Negotiator with Japanese and Europeans on interface requirements
- Technical Manager for Common Berthing Mechanism and Hatches
- System Requirements Manager for Fluid Management System
- Designer for Contamination Control and Space-Based Maintenance and Metrology

- Superior performance award for uncovering space metrology design mistake
- Safety and Test Diver for Space Station and astronaut shuttle mission training
- Medal of Commendation received for training Hubble Repair Mission crew

Propulsion Technology (1992-1994)

- Team leader for Reaction Control and Pressurization systems design on the *National Launch System*
- Propulsion system designer on *Cargo Transfer Vehicle* and *Aeroassist Flight Experiment*
- Developed and tested space-based propellant management system

Brigham Young University

1983-1989

Public Relations-Advanced Combustion Research Center, Brigham Young University, Provo, UT (1988-1989)

- Developed promotional video and brochures, conducted tours, supported meetings and conferences

Internship -Instituto Agropequario Nacional, Oaxaca, México (1988)

- Performed a successful internship to activate new food processing equipment and perform technical translation for food scientists

Teaching Assistant and Lab Assistant for many professors in engineering and other classes (1984-1987)

- Corrosion engineering, engineering materials, aerodynamics, physics, instrumentation, and others

Computer Proctor/Instructor/Software Developer, Humanities Learning Resource Center (1985-1988)

- Develop prototype computer-based education courses for many campus departments
- Proctored computer lab and taught students and faculty to use computers and software

Facilities Maintenance-Wilkinson Student Center (1983)

Smith MegaDiamond Inc.

(1982-1983)

Machinist and Lab Technician for diamond press component manufacture and assembly

- Developed improved flow process that reduced waste and time resulting in 20% cost savings

North American Manufacturing

(1980-1981)

Machinist and Quality Inspector for aircraft and hand gun production

- Devised manufacturing process that reduced process time 25% and became new standard

EDUCATION

Master of Business Administration in Aviation (Honors), Embry-Riddle Aeronautical University, Daytona Beach, FL

Bachelor of Science in Mechanical Engineering, Minor in Mathematics, emphasis in Spanish and Japanese, Brigham Young University, Provo, UT

Diploma: The 4th International Aerospace Summer School on Russian Aerospace Engineering, Moscow Aviation Institute, Moscow, Russia, Design Project: Manned Mars Mission

Diploma: International Space University Space Studies Program (scholarship) held in Huntsville, Alabama, USA, Design Project: International Lunar Observatory & Science Station

Post Graduate Courses: Engineering Mathematics, Optics Design, Russian, Database Management

Work Training: Computer Aided Design, Fundamentals of Liquid Rocket Engine Design, Thermal Nuclear Propulsion, Aerospace Ground Testing, Russian Cultural Training, Effective Negotiating, Project Management, Advanced Project Management

Russian Space Design: Space Nuclear Propulsion, Electric Propulsion Design, Spacecraft Structures and Dynamics, International Spacecraft Docking Systems, Russian Aerospace Design Methodologies

PROFILE

Volunteer Instructor of Emergency Preparedness, City of San Jose Office of Emergency Services (2008-Present)

Certified Instructor Basic Life Support (CPR, AED), American Heart Association (2007-Present)

President, Silicon Valley Chapter of Association of Unmanned Vehicle Systems International (2009)

President, BYU Management Society Silicon Valley Chapter (2008 to present)

Aircraft Operations Technical Committee Member, American Institute of Aeronautics and Astronautics (1998-2008)

Chairman, American Institute of Aeronautics and Astronautics Utah Section (1998)

Member, Project Management Institute (2009)

Founder & Chairman, Brigham Young University Student Chapter, American Institute of Aeronautics and Astronautics (1987-1988)

Founder & President, Space Research Association for student Space Shuttle experiments (1987-1988)

Selected papers:

Aircraft Demonstration of Laser Power Beaming, International Workshop on the Laser Transmission for Space Exploration and Ground Applications, Nara, Japan, 2004

Airspace and Airport Integration Issues for Operating UAVs in the National Airspace, AIAA Aircraft Operations Technical Committee Semiannual Meeting, Washington D.C., 2003

Interim Strategies for Flying UAVs in the US. National Airspace System, UAV 2002, Paris, France, 2002

Soviet Automated Rendezvous and Docking System Overview, NASA Automated Rendezvous and Capture Review, Williamsburg, VA, 1992

Instrumentation and Calibration Issues for Space Station Freedom and Future Space Projects, The Fourth Space Logistics Symposium, Cocoa Beach, FL, 1991

LANGUAGE

Spanish-Fluent: Lived and worked in Mexico, Spain, Costa Rica, and Chile, 3 years in college

Japanese-Conversation: Experience in Japan and working with Japanese, 2 years in college

Russian-Conversation: Lived and worked in Russia, 1 year in college



CITY OF TEHACHAPI
RECEIVED

JUN 29 2011

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes
 No

CITY CLERK'S OFFICE
BY

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

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

Name STEVEN CHRISTOPHER VOGEL
Address 363 PEPPER DRIVE
City TEHACHAPI State CA Zip Code 93561
Phone Number +1 (925) 389-2148 Fax Number
Email VOTEVOGEL@GMAIL.COM

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

1. TEHACHAPI AIRPORT COMMISSION
- 2.
- 3.
- 4.

Occupation REAL ESTATE AGENT/STUDENT
Business Name RE/MAX TEHACHAPI, INC.
Address 798 TUCKER RD., SUITE 1
City TEHACHAPI State CA Zip Code 93561
Phone Number +1 (661) 822-8888 Fax Number +1 (661) 822-8635

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

* University of Phoenix: 2010-Present (B.S. in Business Management with a concentration in Public Administration)
* Kaplan College: 2007-2008 (Certificate in Medical Assisting)
* Bakersfield College: 2005-2007 (General Education Courses)

Other special training or experience:

* Currently working with Bakersfield City Councilman Rudy Salas on community projects and initiatives, including the Friendship House Community Center and the Utility Box Beautification Project. Hands-on experience and involvement is important if we expect to create an engaged community.

* Experienced in political and community outreach campaigns and projects, including precinct walking/canvassing, community organizing, and meeting organizing.

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

* President of the Tehachapi Anti-Bullying Coalition, an organization committed to limiting bullying in our local school system.

* Chair of the Kern County Young Democrats, an organization that works to engage young people in the political process, in both partisan and non-partisan activities.

* Active volunteer with Have a Heart Humane Society, an animal rescue organization in Tehachapi that works to lower the pet population in the Tehachapi community.

* Active member of the Kiwanis Club of Tehachapi, an organization that works for the betterment of our community and world.

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

I wish to serve as a member of the Tehachapi Airport Commission to ensure that our local airport receives adequate protection from outside organization and companies. I will, as I have with the many organizations I support in our community, look out for the best interests of our community and its residents. I will use my experience with the aforementioned organizations along with my passion for our community to ensure that the Tehachapi Municipal Airport is protected, respected, and preserved now and for many years to come. My love for the Tehachapi community and its residents will ensure my commitment to the Airport Commission - I present myself as a candidate for this commission with a learner's posture, open to learning from current commissioners and offering my perspective.

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

N/A

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

AUTHORIZATION AND RELEASE

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

Signature Field



Date/Time Field June 28, 2011

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

Steven Christopher Vogel

363 Pepper Drive Tehachapi, CA 93561

Direct: (925) 389-2148 Office: (661) 750-2303 E-Mail: VoteVogel@gmail.com

Objective

My primary objective is to receive appointments and opportunities that will help to supplement my commitment to community and generational excellence, while creating new and innovative networking opportunities that will be beneficial to my professional development as a businessperson and Business Administration student. I am 100 percent committed to excellence for Tehachapi and the creation of a new atmosphere of political and community transformation.

Community Involvement

I am involved in the following organizations in the Tehachapi community and throughout Kern County -

- Tehachapi Anti-Bullying Coalition: President of the Executive Board of Directors (2010-Present)
- Tehachapi News Columnist: *Neighborhood Buzz* (2010-2011)
- Tehachapi Mountain Democratic Club: Past Secretary (2010-2011) of the Executive Board of Directors
- Kern County Democratic Central Committee: Committee Member Alternate (District 2)
- Kern County Young Democrats: Chair of the Executive Board of Directors (2011-)
- California Democratic Party: Assembly District Delegate (Assembly District 32) (2011-2012)
- Kern County Democratic Central Committee: Chair of the 2012 Candidate Recruitment Committee (2011-2012)
- Kern County Democratic Central Committee: Member of the Youth Development Committee (2011-)
- Bakersfield City Councilmember Rudy Salas: Field Representative for Ward 1 (2010-)
- Committee Member, Tehachapi Arts, Science & Technology Committee (2010-)
- Committee Member, Tehachapi Unified School District Strategic Planning Committee (2011)
- Volunteer, Have a Heart Humane Society (Tehachapi pet rescue) (2010-Present)
- Kiwanis Club of Tehachapi: Current Member
- PFLAG Tehachapi Chapter: Chair of the Program Development Committee (2011-Present)
- Logistics Committee Member, Southeast Bakersfield Neighborhood Partnership Good Neighbor Festival

Education

University of Phoenix **Presently Enrolled**

Major: *B.A. Business Administration, Public Administration Concentration*

Kaplan College - Bakersfield Campus **2007-2008**

Major: *Certificate in Medical Assisting*

Bakersfield College **2005-2007**

Major: *Journalism*

Employment History

- Re/Max Tehachapi, Inc. December 2010-Present
Real Estate Assistant (License Currently Pending)
- Domino's Pizza September 2006-May 2007
Customer Service Representative

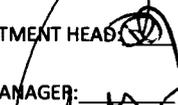
References & Character Letters Available Upon Request



COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: JULY 5, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JUNE 30, 2011

SUBJECT: TEHACHAPI FOOD & WINE FESTIVAL

APPLICANT AND ORGANIZATION

Anthony McDemas, Taste of Tehachapi, LLC

EVENT DESCRIPTION

The Tehachapi Food and Wine Festival will be held on 8/06/2011 starting at 5:30 pm and ending at 10:00 pm. This event will be held on Green Street from Tehachapi Blvd. to F Street, through Centennial Plaza and the City Hall parking lot, and Robinson Street from Tehachapi Blvd. to the south end of City Hall. Street closures will begin at 10:00 am on the day of the event and open back up by noon on 8/07/2011. This event is open to the public with the purchase of tickets.

APPLICANT REQUESTS

- Closure of Green Street from Tehachapi Blvd. to F Street
- Closure of Robinson Street from Tehachapi Blvd. to the south end of City Hall
- Street Barricades from Public Works Department

STAFF CONDITIONS

Administration:

1. Event applicant will be responsible for making sure city property is properly cleaned after the close of the event.
2. Fee for the use of Public Works Employees and Police Officers must be paid no later than two weeks prior to the event.
3. All affected business owners must be informed of the event no later than two weeks prior to the event.

Police Department:

1. VIP's will be on site to observe & assist.
2. Police Officers will provide foot patrol as available.
3. Per discussion with applicant, at least 3 private security personnel will be required.

Building Inspector:

1. See attached "Open-Air Special Events" sheet.

Business License:

1. All vendors must obtain a City of Tehachapi Business License.

RECOMMENDATION

APPROVE THE TEHACHAPI FOOD & WINE FESTIVAL SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS & APPROVAL OF INSURANCE CERTIFICATE BY CITY ATTORNEY.

Conditions of Approval for Proposed
Open-Air Special Events

1. All exit pathways to the public way (streets) to be a minimum of 48 inches wide, Fire Department requires a 20 foot access aisle (see K.C. Fire for location),
(California Building Code sections 108.2, 602, 3103.1, 3103.4, Title 19)
2. All cloth structures over 400 square feet to be fire treated and have a State Fire Marshall tag. "Easy-ups" and other cloth canopies less than 400 sf are not required to be treated unless placed together to form a canopy 400sf or larger,
(California Building Code sections 3105.4, Title 19)
3. All cooking appliances with open flames to be a minimum of 10 feet from structures and shall have a type "2A10BC" fire extinguisher on hand,
(California Title 19)
4. Electrical wiring shall be protected from damage and electrical systems shall be grounded. Electrical outlets shall be GFI protected,
(California Electrical Code section 240.13)
5. No vehicles (other than PW maintenance vehicles) shall be allowed to drive around within the event grounds during the time the event is being attended by the public,
(California Building Code section 3103.4)
6. Call 822-2200, ext. 116, and arrange for inspection of the site prior to opening the event to the public.

JH Hasselbrink
Chief Building Inspector
City of Tehachapi

Kern County Fire Marshall
661-391-7000



Project No.

X90146

SPECIAL USE/EVENT APPLICATION

Applicant's Name Anthony McDermas Phone Number ~~972~~ 972-9007

Organization Taste of Tehachapi LLC

Address 122 E. Tehachapi Blvd. Suite C

City _____ State _____ Zip Code _____

Event Contact Anthony McDermas Phone Number _____

Address _____

City _____ State _____ Zip Code _____

Event Date(s) 8.6.11 Event Time(s) 5:30pm - 10:pm

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

5th Annual Tehachapi Food and Wine Festival

Open to Public? Yes No

Is event for money raising purposes? Yes No

If Yes, what will the proceeds be used for? 6TEDC & Tehachapi Tourism Commission

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If Yes, what is A.B.C. Permit No? will apply 30 days prior to event

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 [Signature]

Date 2-28-11

<input checked="" type="checkbox"/> CM	<input checked="" 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

Event Applicant Name _____ Address _____ City _____ State _____ Zip Code _____ Phone Number _____ Signed By _____	Facility/Property Owner Name <u>City of Tehachapi</u> Address <u>Centennial Plaza</u> City _____ State _____ Zip Code _____ Phone Number _____ Signed By _____
---	--

Site Information	
Address _____	Land Use _____
APN _____	Water _____
Size _____	Sewer _____
Types of Bldgs _____	Electric _____
No. of Bldgs _____	Other _____

Complete Event Description. (Street Closures, Dates, Hours, Activities, Participation, Etc.)

The 5th Annual Tehachapi Food & Wine Festival will require closure of part of the 100 block of South Robinson, part of the 100 block of South Green St. part of 100 W. Est. Centennial Plaza & adjoining Paseo. closure to begin at 10:am sat. 8/6 & open 12pm Sunday. Activities include food & wine tasting, live music & art exhibit

- 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.) ** Final plan T.b.d. after 'walk-through' with City Management.*
 - List Of Vendors

Please Describe How The Following Will Be Accomplished:

Street Barricades City

Traffic Control Volunteer Police

Crowd Control " "

Utility Services: Water, Sewer, Electric TOT, LLC event requires use of public water & power & TOT will pay bill

Lights TOT, LLC

Dust Control NA

Site Clean-up & Maintenance TOT LLC

Security T.b.d.

Site Facilities TOT LLC

Health Dept. TOT LLC

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.

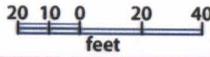


Applicant Signature
2.28.11

Date

100 East Tehachapi Blvd

5th Annual Tehachapi Food and Wine Festival Saturday, August 6th 2011



S. Green St

Drop 3
main stage

Drop 1

VIP Parking

Drop 2

E1 E2 E3

Art Gallery

BeeKay

47 46 LPAC Sandrin's 45 Old Towne Pizza 40 39 Kent Woodcarver City Folks M & M 38 B & E Vineyard 37 36 Classic Wines Christian Lazo Wines 35 TKs 34 33 Wine & Cheese 32 Unique Boutique

19th Hole 31
Roxo Port & Cigars 30

1 Kiwanis

VIP Lounge

49 48 Garden Spot Fez Cafe

41 42 Red House

Legends 29
Advance Bev 28

Drop 4

Drop 8

2 3 Souza

VIP entrance

44 43 Croad Vineyards Apple Shed

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

EDC Pavilion

4 5 Viticulture

plaza stage

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

6

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

8 9 Java Loop Carlos Donuts

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

15 14 Kelly's Cafe Kasagi

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

10 11 Butcher Shop Moesner Tangleweed

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

13 12 Petra Weiser Farms & Chef Demo Murray Farms Grimmway

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

16 17 AV Winery pacinos

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

18 19 Las Flores Winery Culinary Studio Edelweiss

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

20 21 22 Thai Palms Kelley's Cafe FLP

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

26 27 Ichiban

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

28 29 Legends Advance Bev

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

30 31 19th Hole Roxo Port & Cigars

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

32 33 34 35 36 37 38

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

39 40 City Folks M & M

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

41 42 Red House

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

43 44 Apple Shed Croad Vineyards

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

45 Old Towne Pizza

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

46 LPAC Sandrin's

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

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Ranchita Canyon Vineyard

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Ranchita Canyon Vineyard

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Ranchita Canyon Vineyard

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Ranchita Canyon Vineyard

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Ranchita Canyon Vineyard

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Ranchita Canyon Vineyard

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49 48 Garden Spot Fez Cafe

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Ranchita Canyon Vineyard

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23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

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Ranchita Canyon Vineyard

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Ranchita Canyon Vineyard

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Ranchita Canyon Vineyard

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23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

92 93

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

94 95

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House

23 24 Derby Wine Estates J & J Cellars 25

Ranchita Canyon Vineyard

96 97

VIP entrance

49 48 Garden Spot Fez Cafe

41 42 Red House



COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: JULY 5, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JUNE 30, 2011

SUBJECT: KERN FESTIVAL OF WRITERS

APPLICANT AND ORGANIZATION

Charles White, Tehachapi Heritage League

EVENT DESCRIPTION

The Kern Festival of Writers will be held on 8/06/2011 starting at 10 am and ending at 5 pm. This event will be held on Green Street from E Street to the alley south of E Street and is open to the public.

APPLICANT REQUESTS

- Closure of Green Street from E Street to the alley south of E Street
- Street Barricades from Public Works Department

STAFF CONDITIONS

Administration: Event applicant will be responsible for making sure city property is properly cleaned after the close of the event.

RECOMMENDATION

APPROVE THE KERN FESTIVAL OF WRITERS SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS



SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Heritage League

Event Contact Charles White Phone Number 972.0958

Address P.O. Box 54

City Tehachapi State CA Zip Code 93501

E-mail Address charleswhite@sbcglobal.net

Event Name Kern Festival of Writers

Event Location Green Street, between ^{Ally} B + E Street

Event Date(s) 8/6/11 Event Time(s) 10a-5pm

Describe Event: (Street Closures, Activities, Participation, Etc.)
 Street closure requested from ally to E Street. Tent will be set up to allow speaker authors to read from their works. Children's Costume Contest starting at 11:00am.

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? MASON operations. We do not anticipate a profit.

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

Event Name

Kern Festival of Writers

Event Date(s)

8/6/11

Please Describe How The Following Will Be Accomplished:

Street Barricades provided by City

Traffic Control N/A

Crowd Control N/A

Utility Services: Water, Sewer, Electric Restrooms at the Museum

Lights N/A

Dust Control N/A

Site Clean-up & Maintenance by Museum volunteers

Security N/A

Site Facilities _____

Health Dept. _____

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

Charles E. White

Date

6/27/11

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.

Charles E. White
Applicant Signature

6/27/11
Date

Event Name

Kern Festival of Writers

Date

8/6/11

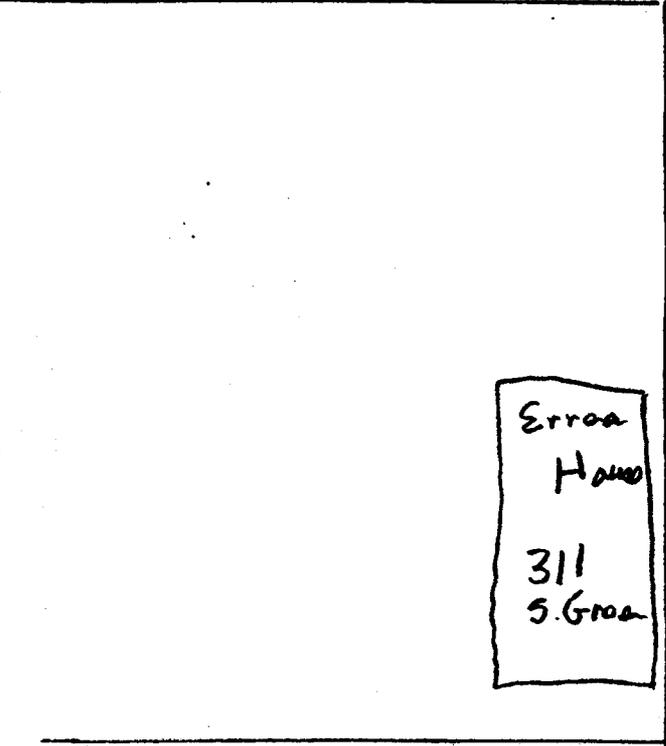
Department

[Empty box for Department information]

Comments

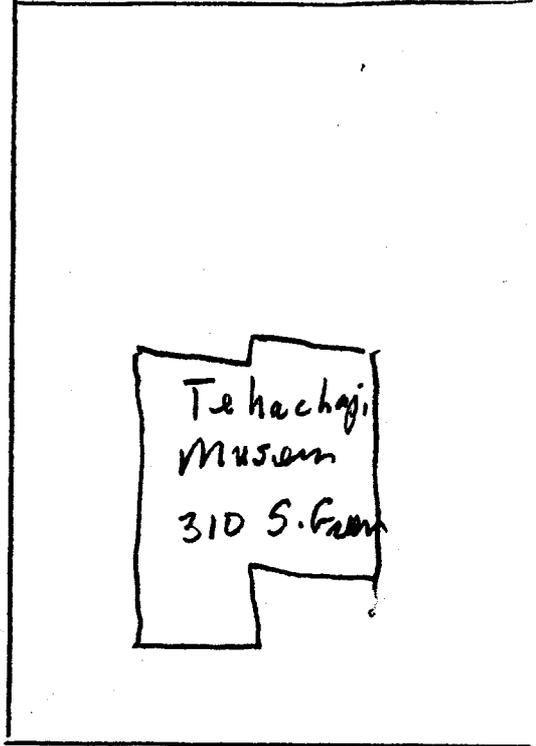
[Large grid area for handwritten comments]

N ↑
E Street



Erraa
House
311
S. Green

Closure
of Street
Required

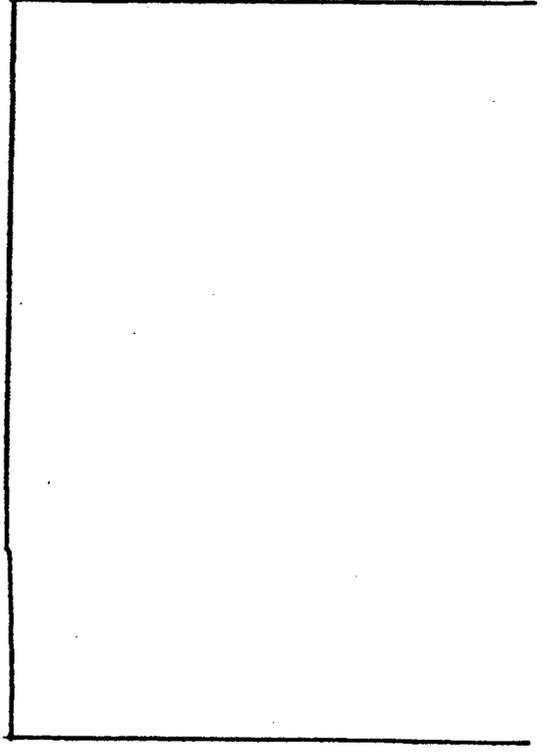
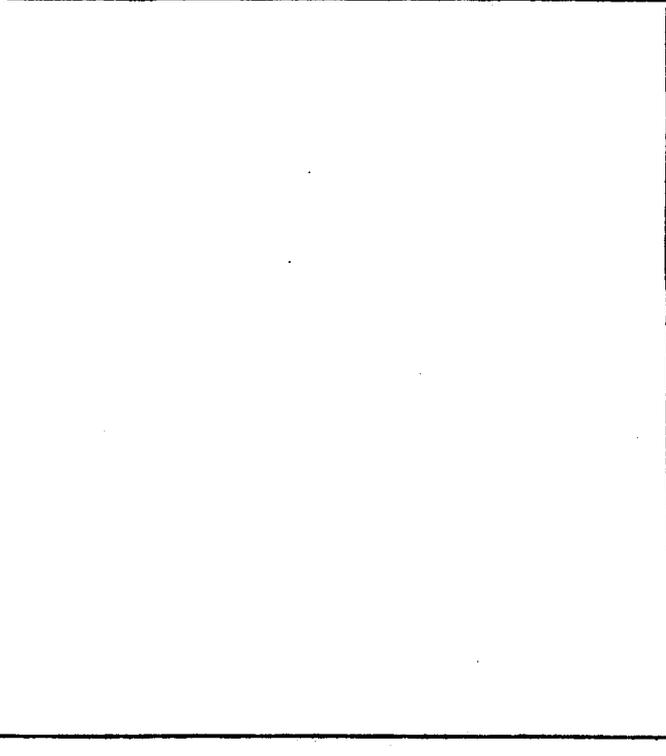


Tehachaji
Museum
310 S. Green

Alley

Green St

Alley



D Street



CERTIFICATE OF LIABILITY INSURANCE

SH
R054DATE (MM/DD/YYYY)
06-27-2011

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).

PRODUCER DOHRMANN INSURANCE AGENCY/PHS 129692 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C No, Ext): (866) 467-8730		FAX (A/C, No): (877) 905-0457
	ADDRESS: PRODUCER CUSTOMER ID #:		
INSURED TEHACHAPI HERITAGE LEAGUE PO BOX 54 TEHACHAPI CA 93581	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Casualty Ins Co		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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.

INSP LTR	TYPE OF INSURANCE	ADEN (NSR)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			57 SBA AW4626	07/30/2011	07/30/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> General Liab						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			57 SBA AW4626	07/30/2011	07/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. See the Business Liability Coverage Form SS0008 attached to this policy for Primary and Non-Contributory provisions.

CERTIFICATE HOLDER

City Of Tehachapi, It's Council Members
 Officers, Employees, and Agents
 115 S ROBINSON ST
 TEHACHAPI, CA 93561

CANCELLATION

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

Joe Taylor

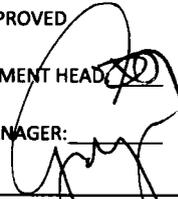
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COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: JULY 5, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JUNE 30, 2011

SUBJECT: WESTERN SHOOTOUT

APPLICANT AND ORGANIZATION

Charles White, Tehachapi Heritage League

EVENT DESCRIPTION

The Western Shootout will be held on 8/20/2011 starting at 11 am and ending at 3 pm. This event will be held on Green Street from E Street to the alley south of E Street and is open to the public.

APPLICANT REQUESTS

- Closure of Green Street from E Street to the alley south of E Street
- Street Barricades from Public Works Department

STAFF CONDITIONS

Administration: Event applicant will be responsible for making sure city property is properly cleaned after the close of the event.

RECOMMENDATION

APPROVE THE WESTERN SHOOTOUT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS

SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Heritage League
Event Contact Charles White Phone Number 972.0958
Address P.O. Box 54
City Tehachapi State CA Zip Code 93581
E-mail Address charleswhite@sbcglobal.net
Event Name Western Shootout
Event Location Green Street in front of Museum at 310 S. Green.
Event Date(s) 8/20/11 Event Time(s) 11:00a to 3pm

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

a group of western recreators - Old West Today, will perform at 12 + 2pm. as part of Mountain Festival activities. They have done this for many years as a donation to draw people to the museum. Street closure requested from ally to E Street.

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?

Event Name Old West Today

Event Date(s) 8/30/11

Please Describe How The Following Will Be Accomplished:

Street Barricades provided by the city

Traffic Control N/A

Crowd Control N/A

Utility Services: Water, Sewer, Electric rest room at the museum

Lights N/A

Dust Control N/A

Site Clean-up & Maintenance by museum volunteers

Security N/A

Site Facilities _____

Health Dept. _____

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 Charles E. White

Date 6/27/11

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

Date

N ↑
E Street

Erroa
Hawo
311
S. Graa

Closure
of Street
Remanded

Tehachaji
Museum
310 S. Graa

Alley

Green St

Alley

O Street



CERTIFICATE OF LIABILITY INSURANCE

SH
R054DATE (MM/DD/YYYY)
06-27-2011

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).

PRODUCER DOHRMANN INSURANCE AGENCY/PHS 129692 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No. Ext): (866) 467-8730 FAX (A/C, No.): (877) 905-0457	
	ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED TEHACHAPI HERITAGE LEAGUE PO BOX 54 TEHACHAPI CA 93581	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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	ADOL (SUBR) RISK WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		57 SBA AW4626	07/30/2011	07/30/2012	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> General Liab					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		57 SBA AW4626	07/30/2011	07/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RW)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. See the Business Liability Coverage Form SS0008 attached to this policy for Primary and Non-Contributory provisions.

CERTIFICATE HOLDER

City Of Tehachapi, It's Council Members Officers, Employees, and Agents
115 S ROBINSON ST
TEHACHAPI, CA 93561

CANCELLATION

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

Joe Taylor

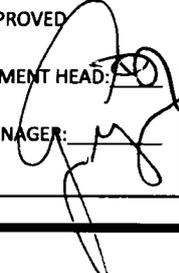
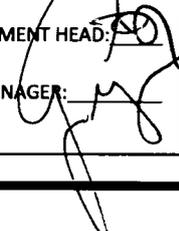
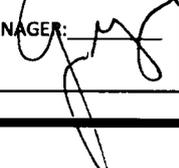
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COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: JULY 5, 2011

APPROVED:	
DEPARTMENT HEAD:	
CITY MANAGER:	

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JUNE 30, 2011

SUBJECT: HERITAGE LEAGUE'S COUNTY FAIR

APPLICANT AND ORGANIZATION

Charles White, Tehachapi Heritage League

EVENT DESCRIPTION

The Heritage League's County Fair will be held on 8/13/2011 starting at 10 am and ending at 5 pm. This event will be held on Green Street from E Street to D Street and is open to the public.

APPLICANT REQUESTS

- Closure of Green Street from E Street to D Street
- Street Barricades from Public Works Department

STAFF CONDITIONS

Administration: Event applicant will be responsible for making sure city property is properly cleaned after the close of the event.

RECOMMENDATION

APPROVE THE HERITAGE LEAGUE'S COUNTY FAIR SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS



SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Heritage League
Event Contact Charles White Phone Number 972.0958
Address P.O. Box 54
City Tehachapi State CA Zip Code 93581
E-mail Address charleswhite@sbcglobal.net
Event Name County Fair
Event Location Between D+E Streets on Green Street
Event Date(s) 8/13/11 Event Time(s) 10am-5pm

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

Close Green St between D+E Streets for Craft Demonstrations,
Petting Zoo, Food Vendors, ponies and craft sale.

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? Museum Operation, if we make anything

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

Event Name _____

Event Date(s) _____

Please Describe How The Following Will Be Accomplished:

Street Barricades provided by City

Traffic Control signs showing street closure

Crowd Control _____

Utility Services: Water, Sewer, Electric Restroom at Museum + Bong Park - Portia

Lights N/A

Dust Control N/A

Site Clean-up & Maintenance by Museum volunteers

Security N/A

Site Facilities _____

Health Dept. _____

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

Charles E. White

Date

6/27/11

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.

Charles E. White
Applicant Signature
6/27/11
Date

NT
E Street

Erraa
Hamp
311
S. Groa

Street
closure
Request

Tehachaji
Museum
310 S. Groa

Alley

Green St

Alley

D Street



CERTIFICATE OF LIABILITY INSURANCE

SH
R054DATE (MM/DD/YYYY)
06-27-2011

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).

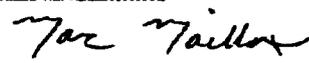
PRODUCER DOHRMANN INSURANCE AGENCY/PHS 129692 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED TEHACHAPI HERITAGE LEAGUE PO BOX 54 TEHACHAPI CA 93581	INSURER A: Hartford Casualty Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	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	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab			57 SBA AW4626	07/30/2011	07/30/2012	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 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			57 SBA AW4626	07/30/2011	07/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A <small>(Mandatory in WA)</small> If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Those usual to the Insured's Operations. See the Business Liability Coverage Form SS0008 attached to this policy for Primary and Non-Contributory provisions.

CERTIFICATE HOLDER City Of Tehachapi, It's Council Members Officers, Employees, and Agents 115 S ROBINSON ST TEHACHAPI, CA 93561	CANCELLATION 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 
---	--

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 131845	Check Date: ? GenGov/Contract overage chrg FY2010-	Vendor: 0017	American Business Machine 06/27/2011	521.44
			Check Total:	521.44
Check No: 0 IO314239 UT IO314239	Check Date: ? Use Tax Swr/dew drops/foamacide	Vendor: 0027	Atco International 06/15/2011 06/15/2011	-16.75 219.75
			Check Total:	203.00
Check No: 0 B101396 B101393 B101907 B101134 1 B100773 1 B101907 2 B101488 B101395 B101134 2 B100773 2 B101731 B101460	Check Date: ? Wtr/samples/Dennison Well Wtr/samples/Dennison Well Wtr/samples/DennisonWell Wtr/samples/Curry Well/Curry Resv. Wtr/samples/East I/West D Wtr/samples/DennisonWell Wtr/samples/408 Oakwood/Tanglewood Wtr/samples/Curry Resv. Wtr/samples/Hickory Wtr/samples/Wahlstrom Well/Highline Swr/samples/WWTP headworks Swr/samples/WWTP Headworks	Vendor: 0035	BC Laboratories, Inc. 06/06/2011 06/06/2011 06/16/2011 06/01/2011 06/01/2011 06/16/2011 06/10/2011 06/06/2011 06/01/2011 06/01/2011 06/16/2011 06/06/2011	15.00 15.00 50.00 75.00 175.00 24.00 24.00 15.00 24.00 24.00 210.00 210.00
			Check Total:	861.00
Check No: 0 764959	Check Date: ? PblcWrks/lp gas delivery	Vendor: 0041	Benz Propane Company, Inc. 05/06/2011	64.89
			Check Total:	64.89
Check No: 0 0061331 0061350	Check Date: ? CommDev/construction testing Swr/Quarterly monitoring 2011 GW	Vendor: 0061	BSK Associates 05/31/2011 05/31/2011	1,200.00 4,000.00
			Check Total:	5,200.00
Check No: 0 794793763312 863052347890	Check Date: ? CommDev/standard overnight New Treatment Plant/priority overnig	Vendor: 0155	FedEx 05/25/2011 05/27/2011	27.60 24.54
			Check Total:	52.14
Check No: 0 3995	Check Date: ? Wtr/service call/trbl shoot Curry bo	Vendor: 0182	P&J Electric 06/06/2011	227.00
			Check Total:	227.00
Check No: 0 157424 2 157460 157424 1 157461 157397 156172 CM	Check Date: ? Strts/ 3/4" base rock Wtr/ 1/2" ac Wtr/ 3/4" base rock Wtr/1/2" ac Wtr/3/4" base rock Wtr/3/4" base rock/CM	Vendor: 0184	Granite Construction Company 06/01/2011 06/02/2011 06/01/2011 06/02/2011 04/18/2011 04/18/2011	1,102.77 400.54 1,102.76 398.12 1,134.88 -594.88
			Check Total:	3,544.19
Check No: 0 2210	Check Date: ? Parking Citaion Revenue/May 2011	Vendor: 0216	Judicial Data Systems Corporat 06/13/2011	100.00
			Check Total:	100.00
Check No: 0 05012011	Check Date: ? Parking Citation Revenue/May 2011	Vendor: 0223	Kern County Auditors Office 05/01/2011	19.00
			Check Total:	19.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 58231	Check Date: ? Wtr/c2-class 2 base	Vendor: 0241	Kern Bros. Trucking, Inc. 05/31/2011	1,190.76
			Check Total:	1,190.76
Check No: 0 134190	Check Date: ? GenGov/legal service/general	Vendor: 0260	Liebert Cassidy Whitmore 05/31/2011	323.00
			Check Total:	323.00
Check No: 0 140138760 140144868 140146057	Check Date: ? PblcWrks/srvc chrg/twl cntr/disp/jac PblcWrks/srvc chrg/cover/twl cntr/di PblcWrks/srvc chrg/cover/twl cntr/di	Vendor: 0300	Mission Linen & Uniform Servic 05/10/2011 06/14/2011 06/21/2011	84.91 69.91 66.26
			Check Total:	221.08
Check No: 0 1830019	Check Date: ? PblcWrks/lrg truck/trailer	Vendor: 0304	Mojave Sanitation 05/31/2011	424.47
			Check Total:	424.47
Check No: 0 22337	Check Date: ? Swr/12" hanger bolts	Vendor: 0350	Ranch Service & Supply 06/07/2011	5.87
			Check Total:	5.87
Check No: 0 0243978 0244308	Check Date: ? PblcWrks/fuel PblcWrks/fuel	Vendor: 0362	RSI Petroleum Products 06/07/2011 06/21/2011	1,367.37 2,129.65
			Check Total:	3,497.02
Check No: 0 062411 1 062411 3 062411 2 062411 5 062411 4	Check Date: ? Legal Srvc/May 16 through June 15-20 Wtr/May 16 through June 15-2011 Swr/May 16 through June 15-2011 Arprt/May 16 through June 15-2011 LLD/May 16 through June 15-2011	Vendor: 0373	Thomas F. Schroeter, Attorney @ Law 06/24/2011 06/24/2011 06/24/2011 06/24/2011 06/24/2011	4,746.00 42.00 36.00 762.00 48.00
			Check Total:	5,634.00
Check No: 0 5506	Check Date: ? GenGov/monthly Chamber luncheon	Vendor: 0424	Greater Tehachapi Chamber of C 06/21/2011	30.00
			Check Total:	30.00
Check No: 0 11-016	Check Date: ? Wtr/GEI consultants/Bookman Edmonsto	Vendor: 0426	Tehachapi-Cummings County Wate 06/13/2011	503.73
			Check Total:	503.73
Check No: 0 053111 062211	Check Date: ? PD/booking cost/analysis PD/booking cost	Vendor: 0429	Tehachapi Valley Healthcare 05/31/2011 06/22/2011	37.30 37.30
			Check Total:	74.60
Check No: 0 130210 130285 130258 130355 130365 130367 130342 130344 130138	Check Date: ? PblcWrks/work boots Strts/readymix Centennial Plaza/sprinkler riser cut Wtr/adapters/couplings/pvc pipe cutt Wtr/comprssn tee/insert Wtr/brass inserts/compression nut/cu Wtr/cement pvc/joint paste/lo voc Wtr/bushing Swr/faucets	Vendor: 0430	Tehachapi Lumber Company 06/08/2011 06/15/2011 06/13/2011 06/21/2011 06/21/2011 06/21/2011 06/20/2011 06/20/2011 06/01/2011	81.16 3.42 4.48 25.47 4.45 35.46 25.72 2.14 3.83

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				186.13
Check No: 0	Check Date: ?	Vendor: 0431	Tehachapi News	
12374288	GenGov/drainage		05/24/2011	43.75
12347722 1	GenGov/promotion/weed abatement		05/03/2011	54.50
12372838	GenGov/promotion/weed abatement		05/27/2011	54.50
12375914	GenGov/help wanted ad		05/31/2011	72.32
12375907	GenGov/Help wanted/Planning Commis		05/24/2011	72.32
12347722 2	GenGov/promotion/weed abatement		05/06/2011	54.50
12375918	GenGov/Help wanted/Planning Commis		05/24/2011	54.24
12375924	GenGov/help wanted ad		05/31/2011	54.24
12347722 3	GenGov/promotion/weed abatement		05/13/2011	54.50
12347722 4	GenGov/promotion/weed abatement		05/13/2011	54.50
12347722 5	GenGov/promotion/weed abatement		05/13/2011	54.50
12369058	GenGov/Ordinance No. 11-01-7		05/17/2011	287.50
12347722 6	GenGov/promotion/weed abatement		05/20/2011	54.50
12347722 7	GenGov/promotion/weed abatement		05/24/2011	54.50
12374267	GenGov/Landscape & lighting		05/24/2011	40.00
12348660	CommDev/Notice of continuance		05/03/2011	60.00
12382690	CommDev/Ad&spr 2011-01		05/31/2011	105.00
Check Total:				1,225.37
Check No: 0	Check Date: ?	Vendor: 0441	Vulcan Materials Company	
396844	Centennial Plaza/5 sk 1" ae		04/18/2011	870.36
434635	Sidewalk Replacement/ae 6 osk		05/27/2011	601.60
Check Total:				1,471.96
Check No: 0	Check Date: ?	Vendor: 0446	Tehachapi Unified School Dist.	
11-01-1179	CommDev/use of facilities/HS Gym		06/07/2011	352.00
Check Total:				352.00
Check No: 0	Check Date: ?	Vendor: 0476	WITTS Everything for the Office	
116963-0	GenGov/rball pens/paper/add rolls		06/07/2011	132.87
117102-0	GenGov/trsh bags/rbbrbnds/envelopes/		06/16/2011	333.21
117159-0	Finance/lsr index/bnd covers/Budget		06/20/2011	1,085.65
117250-0	PD/cd/dvd sleeves		06/23/2011	77.53
117104-0	PD/3" rng binders		06/15/2011	31.76
Check Total:				1,661.02
Check No: 0	Check Date: ?	Vendor: 0498	Interstate Battery System	
22232842	PblcWrks/battery		06/16/2011	107.20
Check Total:				107.20
Check No: 0	Check Date: ?	Vendor: 0525	All American Tire & Service Ce	
33187	PblcWrks/flat repairs		06/20/2011	60.00
33170	PblcWrks/flat repairs		06/15/2011	15.00
Check Total:				75.00
Check No: 0	Check Date: ?	Vendor: 0543	BSE Rents	
Order #352128	Cnstrctn/14" dia blade		06/15/2011	105.48
Order # 351250	Wtr/drain spade hollow back/shovel		06/02/2011	27.48
Check Total:				132.96
Check No: 0	Check Date: ?	Vendor: 0612	Old Towne Nursery	
183214	Centennial Plaza/superthrive 4oz		06/20/2011	16.23
Check Total:				16.23
Check No: 0	Check Date: ?	Vendor: 0689	Pioneer True Value Home Center	
58407	Swr/1 yard concrete w/rental		05/25/2011	124.49

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
58515	Sidewalk Replacement/1 yrd concrete		06/09/2011	135.31
			Check Total:	259.80
Check No: 0	Check Date: ?	Vendor: 0972	The Tire Store	
67205	Swr/flat repair		06/08/2011	10.00
			Check Total:	10.00
Check No: 0	Check Date: ?	Vendor: 1055	Mercury Graphics	
4007	GenGov/envelopes		06/01/2011	191.60
			Check Total:	191.60
Check No: 0	Check Date: ?	Vendor: 1064	State of California Secretary	
062211	GenGov/filing fee		06/22/2011	20.00
			Check Total:	20.00
Check No: 0	Check Date: ?	Vendor: 1075	Prime Signs	
N-1546	Public Benches/2 plaques		04/27/2011	471.97
N-1684	Dwntwn Mstr Plan/artwork fee/install		06/20/2011	4,819.44
N-1642	Wtr/2 no parking/block gate signs		05/27/2011	48.71
			Check Total:	5,340.12
Check No: 0	Check Date: ?	Vendor: 1313	Certified Laboratories	
382393	Swr/bath tissue/pp towels		06/17/2011	268.90
382392	Swr/maintenance product		06/07/2011	163.90
			Check Total:	432.80
Check No: 0	Check Date: ?	Vendor: 1352	HMA	
7713	CommDev/ad/layout		06/16/2011	130.00
			Check Total:	130.00
Check No: 0	Check Date: ?	Vendor: 1442	FLEX ONE AFLAC	
769437ER	GenGov/admin fees		06/15/2011	50.00
			Check Total:	50.00
Check No: 0	Check Date: ?	Vendor: 1469	Kern County Clerk	
061511			06/15/2011	50.00
			Check Total:	50.00
Check No: 0	Check Date: ?	Vendor: 1505	Benz Construction Services	
1830475	PblcWrks/toilet/rental service		06/01/2011	55.10
			Check Total:	55.10
Check No: 0	Check Date: ?	Vendor: 1507	Berchtold Equipment Company	
PC85386	PblcWrks/blade 7/bolt kit		06/09/2011	268.37
			Check Total:	268.37
Check No: 0	Check Date: ?	Vendor: 1729	Alpha Landscape Maintenance	
10873 1	GenGov/trash dump/Market Place		05/24/2011	2.62
10872 1	GenGov/City offices		05/24/2011	45.38
10872 2	GenGov/Market Place & Union Pacific		05/24/2011	201.79
10873 15	GenGov/trash dump/old fire house		05/24/2011	2.62
10872 15	GenGov/Pioneer Park		05/24/2011	506.04
10872 16	GenGov/Old Town planters		05/24/2011	11.12
10873 16	GenGov/trash dump/Railroad Park		05/24/2011	2.62
10873 17	GenGov/trash dump/Taco Sandwich		05/24/2011	2.62
10872 18	GenGov/old fire house/Pinon		05/24/2011	109.63
10873 18	GenGov/trash dump/Senior Center		05/24/2011	2.62
10872 19	GenGov/Railroad Park		05/24/2011	461.02
10872 20	GenGov/Taco Sandwich & Wall		05/24/2011	25.68

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
10873	GenGov/trash dump/Robinson Parking 1		05/24/2011	5.23
10872 21	GenGov/Senior Center		05/24/2011	95.95
10872 23	GenGov/Robinson parking lot		05/24/2011	22.85
10873 19	Depot/trash dump/Railroad Depot		05/24/2011	5.23
10872 22	Depot/Railroad Depot		05/24/2011	116.44
10873 2	Strts/trash dump/Mill st islands		05/24/2011	7.85
10872 3	Strts/Market Place & Union Pacific		05/24/2011	392.38
10873 3	Strts/trash dump/Capitol Hills		05/24/2011	5.23
10872 4	Strts/Capitol Hills (South island)		05/24/2011	246.63
10873 9	Strts/trash dump/South Curry		05/24/2011	5.23
10872 10	Strts/South Curry		05/24/2011	207.93
10873 12	Strts/trash dump/Dennison st		05/24/2011	7.85
10872 13	Strts/street trees		05/24/2011	113.10
10872 14	Strts/Dennison street		05/24/2011	658.10
10873 10	LLD/trash dump/Heritage Oaks		05/24/2011	26.17
10872 11	LLD/Heritage Oak		05/24/2011	787.98
10873 13	LLD/trash dump/Clear View		05/24/2011	2.62
10872 24	LLD/Clear View		05/24/2011	294.12
10873 4	LLD/trash dump/Manzanita Park		05/24/2011	7.85
10873 5	LLD/trash dump/KB trct Highland imd		05/24/2011	2.62
10872 5	LLD/Manzanita Park		05/24/2011	693.93
10872 6	LLD/KB tract Highland imd		05/24/2011	468.03
10873 6	LLD/trash dump/Alta trct Warrior Par		05/24/2011	60.19
10872 7	LLD/Alta Tract/Warrior Park		05/24/2011	4,082.07
10873 7	LLD/trash dump/Alta Parkway lawns		05/24/2011	5.23
10872 8	LLD/Alta Parkway lawns		05/24/2011	160.38
10873 8	LLD/trash dump/Alta planters		05/24/2011	26.17
10872 9	LLD/Alta planters/Highline & tract p		05/24/2011	1,433.48
10873 11	LLD/trash dump/KB Dennison		05/24/2011	73.27
10872 12	LLD/KB track		05/24/2011	3,293.96
10873 14	LLD/trash dump/Mill st cottages		05/24/2011	7.84
10872 17	LLD/Mill street cottages		05/24/2011	22.49
Check Total:				14,712.16
Check No: 0	Check Date: ?	Vendor: 1801	HD Supply Waterworks, LTD	
3033543	Wtr/bilge pump w/6' hose		06/03/2011	151.55
3076779	Wtr/gate valve/4 one-lok pvc restrai		06/10/2011	817.39
3031243	Wtr/hyd 3'0" b		06/08/2011	4,255.31
Check Total:				5,224.25
Check No: 0	Check Date: ?	Vendor: 1822	Ed Grimes	
061511 1	Council/meals/Public Safety/meeting		06/17/2011	12.77
062111	Council/mileage/meeting		06/21/2011	66.30
061511 2	Council/mileage/Public Safety/meetin		06/17/2011	336.60
Check Total:				415.67
Check No: 0	Check Date: ?	Vendor: 1947	Tehachapi Lawn and Garden	
7456	PblcWrks/weedeater repair/parts		06/14/2011	231.02
062111 2	PblcWrks/2 cycle engine lubricant		06/21/2011	186.18
062111 1	Wtr/2 cycle engine lubricant		06/21/2011	186.18
Check Total:				603.38
Check No: 0	Check Date: ?	Vendor: 1982	SSD Systems	
945419 1	GenGov/alarm monitoring/115 S Robins		06/13/2011	33.00
908308	GenGov/remote programming/updated al		05/09/2011	29.60
945419 4	GenGov/alarm monitoring/108 Pinon		06/23/2011	33.00
945419 5	PblWrks/alarm monitoring/800 Enterpr		06/23/2011	30.00
945419 3	Wtr/alarm monitoring/100 CommWay		06/23/2011	33.00
945419 2	Arprt/alarm monitoring/314 N Hayes		06/23/2011	33.00
945419 6	Arprt/phone line backup/314 N Hayes		06/23/2011	22.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				213.60
Check No: 0	Check Date: ?	Vendor: 2064	Stanley Security Solution, Inc	
LA-664325	PblcWRks/tur n knob assy/screws		06/13/2011	48.34
LA-664263	PblcWRks/tur n knob assy/screws/spin		06/09/2011	21.87
Check Total:				70.21
Check No: 0	Check Date: ?	Vendor: 2111	Swift Napa Auto Parts	
705311	PblcWrks/adapter/reducer		06/09/2011	52.46
707199	PD/halogen capsule		06/27/2011	42.19
706006	Wtr/cabin air filter		06/15/2011	17.31
Check Total:				111.96
Check No: 0	Check Date: ?	Vendor: 2147	Coffee Break Service, Inc.	
170214	GenGov/coffee/supplies		06/09/2011	135.40
JUN2929	GenGov/rental water cooler		06/09/2011	26.95
Check Total:				162.35
Check No: 0	Check Date: ?	Vendor: 2151	Melo's Gas & Gear	
060711	Swr/acetylene/oxygen		06/07/2011	37.64
Check Total:				37.64
Check No: 0	Check Date: ?	Vendor: 2636	HDWBC	
17842	IT/rfa 80 k 80mm case fan		06/21/2011	21.60
Check Total:				21.60
Check No: 0	Check Date: ?	Vendor: 2676	USPS-Hasler	
061411	GenGov/postage		06/14/2011	1,000.00
Check Total:				1,000.00
Check No: 0	Check Date: ?	Vendor: 2723	CCI Central, Inc.	
13787	GenGov/sealant solution		06/17/2011	107.68
Check Total:				107.68
Check No: 0	Check Date: ?	Vendor: 2874	Department of Justice, Account	
854356	PD/misc fee/Resv-Police/fingerprint		06/03/2011	32.00
Check Total:				32.00
Check No: 0	Check Date: ?	Vendor: 2892	Mountain Maintenance Group, In	
4145 1	GenGov/cleaning/115 S Robinson		06/22/2011	240.00
4141 1	GenGov/cleaning/115 S Robinson st		06/13/2011	240.00
4137 1	GenGov/cleaning/115 S Robinson st		06/06/2011	180.00
4145 2	PD/cleaning/129 E F st		06/22/2011	300.00
4141 2	PD/cleaning/129 E F st		06/13/2011	300.00
4137 2	PD/cleaning/129 E F st		06/06/2011	240.00
4139	Depot/cleaning/101 W Teh blv		06/06/2011	250.00
4143	Depot/cleaning/101 W Teh blv		06/13/2011	250.00
4147	Depot/cleaning/101 W Teh blv		06/22/2011	250.00
4142	Arprt/cleaning/314 N Hayes		06/13/2011	50.00
4138	Arprt/cleaning/314 N Hayes		06/06/2011	50.00
4146	Arprt/cleaning/314 N Hayes		06/22/2011	50.00
Check Total:				2,400.00
Check No: 0	Check Date: ?	Vendor: 2914	CivicPlus	
89588	GenGov/fee to load pre-made graphic		05/31/2011	80.00
88192	GenGov/fee for hosting & support/Apr		04/01/2011	530.25
88868	GenGov/fee for hosting & support/May		05/01/2011	530.25
89518	GenGov/monthly fee for hosting & sup		06/01/2011	530.25

<u>Invoice No.</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				1,670.75
Check No: 0	Check Date: ?	Vendor: 2989	My Fleet Center.com	
905853	GenGov/full service maint/08 Ford Es		05/16/2011	57.62
Check Total:				57.62
Check No: 0	Check Date: ?	Vendor: 2994	Richards, Watson & Gershon	
177778	RDA/consulting/legal service		04/30/2011	3,175.00
Check Total:				3,175.00
Check No: 0	Check Date: ?	Vendor: 3045	Precision Supply	
30992	PblcWrks/dust it/air freshner		06/15/2011	425.99
Check Total:				425.99
Check No: 0	Check Date: ?	Vendor: 3051	Tehachapi Transmissions, Inc.	
2509	PD/frnt brake set/remove & replace		06/17/2011	169.58
2500	PD/spark plug helicoil/inspect/tight		06/14/2011	144.52
Check Total:				314.10
Check No: 0	Check Date: ?	Vendor: 3066	AECOM Technical Services, Inc.	
37134583C	GenGov/planning assistance		06/14/2011	513.50
37134583A	GenGov/meetings		06/14/2011	650.00
37066183B	GenGov/Tehachapi Hospital		11/17/2010	595.00
37125777A	GenGov/meetings		05/19/2011	1,350.00
37125777B	GenGov/meetings		05/19/2011	328.50
37125777E	GenGov/legal support/T&T tanks data		05/19/2011	185.00
37134694C	PblcWrks/Trct 6216 (legal)		06/14/2011	370.00
37066183D	CommDev/Red Apple Pavillion		11/17/2010	85.00
37134694A	CommDev/Village at Teh		06/14/2011	1,156.25
37134694B	CommDev/SCE expansion		06/14/2011	92.50
37134237A	CommDev/Tehachapi Hospital		06/14/2011	965.00
37134237B	CommDev/Wal-Mart		06/14/2011	527.00
37134516A	CommDev/Village at Teh		06/14/2011	3,010.47
37134516B	CommDev/SCE expansion		06/14/2011	36.72
37066183C	CommDev/Village (Global)		11/17/2010	1,020.00
37066183E	CommDev/SCE expansion		11/17/2010	850.00
37134703	Antelope Park concept design prjct		06/14/2011	255.00
37125915	City Wide Traffic Study/Model		05/19/2011	2,518.50
37134699	Traffic mode & study prjct		06/14/2011	11,081.20
37125547	Dwntwn Beautification Ph. II/constru		05/19/2011	12,455.60
37134433	Dwntwn Beautification Phase II		06/14/2011	16,117.11
37125539	Centennial Plaza/engineering service		05/19/2011	2,314.95
37134419	Centennial Plaza/construction admin		06/14/2011	757.55
37125524	Challenger drive final design prjct		05/19/2011	1,047.00
37134249	Challenger Dr Extension/final design		06/14/2011	738.00
37125483	Mill & H st rehab prjct		05/19/2011	1,640.78
37134480	Valley Shoulder Extension/widening p		06/14/2011	1,947.73
	Teh Blvd Improvements prjct Phase II		06/23/2011	4,234.92
37125777D	Wtr/Utility assistance		05/19/2011	462.50
37134583D	T&T Tank Inspection/legal support		06/14/2011	92.50
37125880	New Treatment Plant/WWTP upgrade prj		05/19/2011	3,626.50
37134698	New Treatment Plant/WWTP upgrade prj		06/14/2011	651.80
37125917	Arprt/Archaeo/Bio study prjct		05/19/2011	1,120.00
37134702	Arprt/archaeo/Bio study prjct		06/14/2011	6,746.62
37134583B	Meetings/ICSC		06/14/2011	2,227.40
37125545	Tehachapi Blvd Imprvmnts prjct Ph. I		05/19/2011	6,512.57
Check Total:				88,283.17
Check No: 0	Check Date: ?	Vendor: 3104	Hilltop Publishers	
23618	GenGov/Honor our Troops ad		06/10/2011	340.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
23615	GenGov/weed abatement ad		06/10/2011	150.00
			Check Total:	490.00
Check No: 0 6988	Check Date: ? New Treatment Plant/consulting srvc	Vendor: 3113	Townsend Public Affairs, Inc. 06/01/2011	3,240.00
			Check Total:	3,240.00
Check No: 0 2494	Check Date: ? Brandprint/travel expenses	Vendor: 3192	North Star Destination Strateg 06/10/2011	977.43
			Check Total:	977.43
Check No: 0 W04004107	Check Date: ? Cnstrctn/curb cove tool/6" snap conn	Vendor: 3278	Hub Construction Specialties, 06/08/2011	655.67
			Check Total:	655.67
Check No: 0 1301381	Check Date: ? Strts/no parking/street name/signs	Vendor: 3294	Lewis Barricade 06/09/2011	411.35
1301442	Strts/bulb assy		06/15/2011	81.03
1301034	Strts/control box/bulb assy		04/27/2011	1,088.05
			Check Total:	1,580.43
Check No: 0 5952	Check Date: ? Wtr/8" quick valve complete	Vendor: 3374	Wells Tapping Service, Inc. 05/31/2011	4,700.00
			Check Total:	4,700.00
Check No: 0 AVL-00000959 1	Check Date: ? GenGov/Valuation fee	Vendor: 3381	California Public Employees' R 06/07/2011	300.00
AVL-00000959 2	PD/Valuation fee		06/07/2011	300.00
			Check Total:	600.00
Check No: 0 205910	Check Date: ? PD/Stalker II moving radar/hardware	Vendor: 3382	Applied Concepts, Inc. 06/13/2011	4,362.48
			Check Total:	4,362.48
			Report Total:	170,377.99

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 5463	Check Date: ? Business Referral guide ad sales/201	Vendor: 0424	Greater Tehachapi Chamber of C 07/06/2011	2,500.00
			Check Total:	2,500.00
Check No: 0 070111	Check Date: ? Senior Nutrition Program July 2011-1	Vendor: 0445	Tehachapi Senior Center, Inc. 07/01/2011	100.00
			Check Total:	100.00
Check No: 0 07012011 1	Check Date: ? Medical	Vendor: 0832	ACWA Health Benefits Authority 07/01/2011	63,279.86
07012011 2	Dental		07/01/2011	6,905.61
07012011 3	Vision		07/01/2011	845.74
07012011 4	Life/AD&D		07/01/2011	994.21
			Check Total:	72,025.42
Check No: 0 070111	Check Date: ? Main Street support FY 2011-12	Vendor: 1071	Main Street Tehachapi, Inc. 07/01/2011	75,000.00
			Check Total:	75,000.00
Check No: 0 274774	Check Date: ? Swr/PL rent, index/12" sewer line	Vendor: 1480	Railroad Management Company 05/27/2011	411.55
			Check Total:	411.55
Check No: 0 08012011	Check Date: ? Finance/Treasury Management newlette	Vendor: 1849	Government Finance Officers As 06/07/2011	55.00
			Check Total:	55.00
Check No: 0 072011	Check Date: ? PD/Dispatch service July 2011-12	Vendor: 1866	Bear Valley CSD 07/01/2011	33,697.09
			Check Total:	33,697.09
Check No: 0 5666	Check Date: ? PD/training buletins & testing data	Vendor: 3383	Lexipol LLC 06/01/2011	2,000.00
			Check Total:	2,000.00
			Report Total:	185,789.06

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33892		Check Date: 06/15/2011	Vendor: 2963	AT&T
2413504	GenGov/115 S Robinson		06/06/2011	488.41
2413507	GenGov/115 S Robinson fax		06/06/2011	58.20
2414027	GenGov/108 Pinon fax		06/06/2011	15.08
2413509	GenGov/PublicWrks fax		06/06/2011	29.78
2414304	PD/breathalizer machine		06/06/2011	15.52
2414370	Depot/101 W Teh blv		06/06/2011	45.72
2404484	Wtr/CommWay fax		06/02/2011	48.44
2406158	Swr/CommWay tele sys		06/02/2011	15.52
2413505	Swr/WWTP office		06/06/2011	65.82
2413513	Swr/scada		06/06/2011	75.51
2413506	Swr/swr lift station		06/06/2011	15.55
2413508	Arprt/awos		06/06/2011	15.21
2413510	Arprt/fuel sys		06/06/2011	15.52
Check Total:				904.28
Check No: 33893		Check Date: 06/15/2011	Vendor: 1739	Chevron & Texaco Business Card
06062011	PD/fleet vehicle fuel		06/06/2011	5,907.66
Check Total:				5,907.66
Check No: 33894		Check Date: 06/15/2011	Vendor: 0395	The Gas Company
060611	GenGov/heating & ac/115 S Robinson s		06/06/2011	36.92
Check Total:				36.92
Check No: 33895		Check Date: 06/15/2011	Vendor: 0372	Southern California Edison
06081118	Strts/Mulberry/Brentwood		06/08/2011	74.82
06081119	Strts/Dennison/Pinon st		06/08/2011	1,233.24
06081120	Strts/Manzanite/Green		06/08/2011	276.57
06081121	Strts/Curry st S/O Pinon st		06/08/2011	16.51
06071122	Strts/Teh/Tucker		06/07/2011	49.98
06071124	Strts/100 W Teh blv #B		06/07/2011	138.82
06071125	Strts/101 W F st		06/07/2011	194.77
06071126	Strts/TR 2995 Oakwood/Val		06/07/2011	7,243.52
0607111	Strts/F st E/O Mulberry		06/07/2011	183.11
0607112	Strts/Mill and J st		06/07/2011	111.54
0607113	Strts/213 W I st		06/07/2011	11.10
0607114	Strts/Highline & Curry		06/07/2011	16.66
0607115	Strts/Mill st S/O E st		06/07/2011	11.10
0607116	Strts/710 W Teh blv		06/07/2011	160.47
0607117	Strts/Tucker/Valley		06/07/2011	128.93
0607118	Strts/800 S Curry st		06/07/2011	35.04
0607119	Strts/Teh blv/Dennison		06/07/2011	12.43
06071110	Strts/Curry st/Walnut		06/07/2011	15.98
06071111	Strts/TR 45361 Mulberry ap		06/07/2011	55.29
06071112	Strts/Mill and J st		06/07/2011	72.88
06071113	Strts/Tucker rd/Hwy 202		06/07/2011	174.80
06091114	Strts/1300 Goodrick dr #Z		06/09/2011	23.33
06071115	Strts/Goodrick dr E/O Dennison		06/07/2011	204.51
06071116	Strts/Dennison/Brett av		06/07/2011	43.74
06071117	Strts/Valley bl W/O Dennison		06/07/2011	409.01
06081129	Wtr/Pinon		06/08/2011	3,195.98
06081130	Wtr/1299 S Curry st		06/08/2011	2,897.00
06091131	Wtr/Wht Oak Extnd-E-Curry		06/09/2011	1,473.76
06091132	Wtr/129 Brentwood dr		06/09/2011	1,604.47
06101133	Wtr/NW Cor Anita/Dennison		06/10/2011	3,541.62
06101134	Wtr/126 S Snyder av		06/10/2011	123.12
06091135	Swr/755 Steuber Well		06/09/2011	694.99
06071123	Swr/000000 Teh blv		06/07/2011	122.20
06091136	Arprt/Dennison S/O Hwy 58		06/09/2011	141.00
06091137	Arprt/NE Cor Teh Airport		06/09/2011	95.60

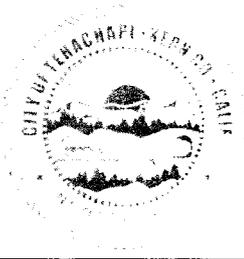
<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
06071127	LLD/TR 2995 Oakwood/Val		06/07/2011	252.96
06081138	LLD/180 Valley		06/08/2011	23.33
06071128	LLD/TR 2995 Oakwood/Val		06/07/2011	179.52
06081139	LLD/115 Manzanita ln		06/08/2011	23.33
06081140	LLD/311 Sutter st		06/08/2011	23.33
06081141	LLD/501 1/2 Pinon		06/08/2011	23.33
06091142	LLD/115 Manzanita st		06/09/2011	24.46
06091143	LLD/209 E Highline rd PED		06/09/2011	21.84
06071144	LLD/1347 Clasico dr PED		06/07/2011	22.97
06071145	LLD/1115 Alder av PED		06/07/2011	24.10
06071146	LLD/1415 Alder av PED		06/07/2011	22.58
06091147	LLD/1199 Canyon drv East		06/09/2011	23.33
06091148	LLD/1200 S Dennison		06/09/2011	22.85
06091149	LLD/1202 S Dennison		06/09/2011	24.96
06091150	LLD/1000 Canyon dr W		06/09/2011	23.33
06081151	LLD/Mill st /D st		06/08/2011	80.13
Check Total:				25,604.24
Check No: 33896	Check Date: 06/15/2011	Vendor: 0433	Tehachapi Recycling, Inc.	
05032011	Recycling contract		05/03/2011	13,326.63
Check Total:				13,326.63
Check No: 33897	Check Date: 06/15/2011	Vendor: 0434	Tehachapi Sanitation	
05012011	Kern County gate fees		05/01/2011	12,378.31
05222011	Refuse contract		05/22/2011	62,732.57
Check Total:				75,110.88
Report Total:				120,890.61

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33898	Check Date: 06/16/2011	Vendor: 3379	C & M Topsoil	
061611 1	Centennial Plaza/100 c yards bark		06/16/2011	1,053.60
061611 2	LLD/Clearview/100 c yards bark		06/16/2011	4,214.40
			Check Total:	5,268.00
			Report Total:	0.00
				5,268.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33899	Check Date: 06/20/2011	Vendor: 1851	AT&T	
060111	GenGov/white page account		06/01/2011	11.71
			Check Total:	11.71
Check No: 33900	Check Date: 06/20/2011	Vendor: 3274	Bright House Networks	
062111	GenGov/internet services		06/21/2011	144.52
			Check Total:	144.52
Check No: 33901	Check Date: 06/20/2011	Vendor: 0395	The Gas Company	
061011 1	PD/heating & ac/129 E F st		06/10/2011	114.83
060911 2	Wtr/heating & ac/100 CommWay		06/09/2011	53.47
060911 3	Arprt/heating & ac/409 Bryan ct		06/09/2011	49.24
			Check Total:	217.54
Check No: 33902	Check Date: 06/20/2011	Vendor: 2695	Home Depot Credit Services	
8010011	PblcWrks/4pc contrsnk		05/17/2011	11.88
7026622	PblcWrks/furn dolly		05/18/2011	43.24
0997039	PblcWrks/hdl shovel		05/25/2011	42.09
9997223	PblcWrks/150ft hose		05/26/2011	32.44
5994518	PblcWrks/1lb. screws/2x6-10 gdf		05/10/2011	80.46
5994544	PblcWrks/3" 5/8 10t		05/10/2011	4.30
3012813	PblcWrks/1lb. screws		05/12/2011	13.49
0993665	PblcWrks/mason line		05/05/2011	6.46
4990016	Lndscp/aa 10 pck		05/31/2011	7.55
2130282	Lndscp/sqr shovel		06/02/2011	21.62
9041597	Cnstrctn/batteries		05/16/2011	263.48
4990123	Cnstrctn/brk hammer		05/31/2011	63.20
4010762	Cnstrctn/gloves		05/31/2011	110.88
3010800	Cnstrctn/setpac		06/01/2011	257.26
3010825	Cnstrctn/measure mtr		06/01/2011	63.46
7010081	Cnstrctn/auto fuse		05/18/2011	17.96
5570036	Cnstrctn/lockwashers/hex nuts/carbol		05/10/2011	30.36
6996024	Strts/chalk/cover/grid		05/19/2011	30.68
3994788	Strts/9x12 canvas		05/12/2011	21.62
3010792	Strts/basal portln		06/01/2011	325.02
9026349	Strts/cap kit/ pvc cplg		05/16/2011	19.72
8010035	Strts/pvc solvent/pvc cplg		05/17/2011	11.67
0997095	Strts/tape/9v bat		05/25/2011	26.94
4012563	Centennial Plaza/3pk 2"/terry twls		05/11/2011	25.22
4994667	Centennial Plaza/1/2" bit/1/2 chk/lb		05/11/2011	107.68
8026516	Centennial Plaza/jt compound/asphalt		05/17/2011	49.60
6026785	Centennial Plaza/grease monke/gloves		05/19/2011	23.60
3012819	Wtr/rnd shovel		05/12/2011	32.41
8591185	Swr/hammer/dead blow		05/17/2011	23.75
2571233	Swr/1.5 gatefpt/sillcock/abs plug		06/02/2011	33.73
2990467	Swr/3/4 ml eboilvl/cplg/tape		06/02/2011	9.76
6996032	Swr/trash bags		05/19/2011	15.67
6133513	Arprt/turf builder/safety vests/1000		05/09/2011	314.43
4025642	Arprt/pipe/boltcuttr/chain/snsrs/str		05/11/2011	111.26
3025708	Arprt/bark gard/ties/rnd shovel/sldg		05/12/2011	54.84
6041639	Arprt/AAbatteries/18" cone/cord/tags/		05/19/2011	106.46
5026876	Arprt/tool kit/debris pan		05/20/2011	48.64
2996731	Arprt/measure mtr		05/23/2011	64.92
1010008	Arprt/stakes/trash bags/sprayer/time		05/24/2011	391.62
0135503	Arprt/spreaders/hx nuts/washers		05/25/2011	82.28
9010224	Arprt/rake/starter fert		05/26/2011	99.41
3010782	Arprt/focus beam/aaa bat		06/01/2011	77.88
3020153	Arprt/duster		06/01/2011	25.89
2011002	Arprt/key id tags/69 master		06/02/2011	11.01
9312798	Sidewalk replacement/hntrgrn/steel w		05/26/2011	23.14

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
4990115	LLD/setpac		05/31/2011	171.50
Check Total:				3,410.48
Check No: 33903	Check Date: 06/20/2011	Vendor: 0372	Southern California Edison	
0603111	Strts/Highway 202		06/03/2011	52.04
0602112	Strts/303 E ave D		06/02/2011	15.33
0602113	Strts/326 E D st		06/02/2011	20.20
0604114	Wtr/Curry		06/04/2011	6,871.47
Check Total:				6,959.04
Check No: 33904	Check Date: 06/20/2011	Vendor: 0425	City of Tehachapi	
061511	Retail Water Utility/Deposits		06/15/2011	7,630.00
Check Total:				7,630.00
Check No: 33905	Check Date: 06/20/2011	Vendor: 3011	Verizon Wireless	
06012011	PD/mobile broadband		06/01/2011	308.15
Check Total:				308.15
Report Total:				18,681.44

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33979 061511	Check Date: 06/23/2011 PD/conference registration/JKermode	Vendor: 3377	ACCAP c/o Brenn Carrigan - Cit 06/15/2011	150.00
			Check Total:	150.00
Check No: 33980 2432830 2422786	Check Date: 06/23/2011 PD/subscriber access line PD/T1 line	Vendor: 2963	AT&T 06/13/2011 06/11/2011	177.51 303.31
			Check Total:	480.82
Check No: 33981 70654	Check Date: 06/23/2011 Arprt/av fuel	Vendor: 2113	Fuel Controls, Inc. 06/15/2011	21,570.71
			Check Total:	21,570.71
Check No: 33982 062211	Check Date: 06/23/2011 GenGov/parking	Vendor: 2052	Thomas G. Garrett 06/22/2011	20.00
			Check Total:	20.00
Check No: 33983 061611	Check Date: 06/23/2011 GenGov/heating & ac/108 Pinon	Vendor: 0395	The Gas Company 06/16/2011	49.94
			Check Total:	49.94
Check No: 33984 48210	Check Date: 06/23/2011 GenGov/Special fireworks display 4th	Vendor: 0573	Pyro Spectaculars, Inc. 05/24/2011	10,070.00
			Check Total:	10,070.00
Check No: 33985 060111	Check Date: 06/23/2011 Hotdog Festival/assistance	Vendor: 3380	The Robotics Club 06/01/2011	250.00
			Check Total:	250.00
Check No: 33986 0618115 0618116 0618117 0618111 0618112 0618113 0618114	Check Date: 06/23/2011 PblcWrks/800 Enterprise Misc-charges PblcWrks/800 Enterprise shop PblcWrks/800 Enterprise maintenance Arprt/314 N Hayes st Arprt/9999 1/2 Hayes st Arprt/316 S Mojave st Arprt/Teh Airport 4	Vendor: 0372	Southern California Edison 06/18/2011 06/18/2011 06/18/2011 06/18/2011 06/18/2011 06/18/2011 06/18/2011	85.04 35.95 390.77 36.48 71.06 35.81 15.33
			Check Total:	670.44
Check No: 33987 060111	Check Date: 06/23/2011 PD/Explorers/Festival assistance	Vendor: 1444	Tehachapi Police Explorers 06/01/2011	250.00
			Check Total:	250.00
			Report Total:	33,511.91



COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: JULY 5, 2011

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

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

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, CAPITAL PROJECTS MANAGER

DATE: JUNE 30, 2011

SUBJECT: MVERP GRANT AGREEMENT

BACKGROUND:

As the Council may recall, on January 18, 2011, the Council adopted a resolution authorizing Staff to apply for grant fund through the Motor Vehicle Emission Reduction Program (MVERP) administered through the East Kern Air Pollution Control District (EKAPCD). Since that time, the City has been awarded a grant for 44.9% (up to a maximum of \$14,600) of the cost of a new Ford Escape Hybrid 4WD vehicle to replace a 1997 Ford Ranger that has been previously used as a Code Enforcement vehicle.

At this time, an Agreement with the EKAPCD is necessary to accept the funds and purchase the new vehicle. The cost of this vehicle has been budgeted in the FY 11/12 budget.

RECOMMENDATION:

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE EKAPCD FOR MVERP GRANT FUNDING

Eastern Kern

Air Pollution Control District

David L. Jones
Air Pollution Control Officer

June 14, 2011

Greg Garrett
City of Tehachapi
115 S Robinson St
Tehachapi, CA 93561

RECEIVED
JUN 20 2011
CITY OF TEHACHAPI

Subject: Agreement for EKAPCD Motor Vehicle Emission Reduction Project (MVERP)
Grant Funds

Dear Greg Garrett:

At its May 12, 2011 Board Meeting, the Directors approved and authorized staff to develop an agreement for your Vehicle Replacement project. This agreement will allow reimbursement funding for 44.9 % of allowed project costs up to a maximum District funding of \$14,600.

Enclosed find four copies of the Agreement between your organization and EKAPCD for the above mentioned funds. Please carefully review the wording in the agreement, execute and return these documents as soon as possible in the self-addressed envelope provided. If there is an error in the agreement, or some clause with which you cannot comply, please contact us as soon as possible.

A draft agreement and Exhibit "A" to the agreements will be presented to our Board for their concurrence at the July 14, 2011 Board meeting. Those agreements executed and returned to us prior to that date will be signed by the Chairman immediately after the meeting, and will become effective on July 14, 2011. If you return the executed agreement after July 14, 2011 it will be signed by our Chairman of the Board usually within ten days of receipt, and will become effective immediately upon Chairman's signature.

Please let me know if you have any questions.

Sincerely,



David L. Jones
Air Pollution Control Officer

DLJ: dm
Enclosures

CC: Christopher Kirk

AGREEMENT
BETWEEN
EASTERN KERN AIR POLLUTION CONTROL DISTRICT
AND
CITY OF TEHACHAPI

THIS AGREEMENT is made and entered into this 14th Day of July, 2011, by and between the EASTERN KERN AIR POLLUTION CONTROL DISTRICT (hereinafter "DISTRICT"), and CITY OF TEHACHAPI (hereinafter "GRANTEE");

W I T N E S S E T H:

WHEREAS:

(a) The California Clean Air Act requires local air pollution control districts to reduce emissions from motor vehicles;

(b) AB 2766, codified in California Health and Safety Code section 44220 et seq., authorizes air pollution control districts to impose a fee of four dollars (\$4.00) upon certain registered motor vehicles within the district, and the governing board of the DISTRICT has imposed said fee;

(c) Said legislation requires the DISTRICT to use said funds for activities related to reducing air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988;

(d) The governing board of the DISTRICT appointed a Proposed Project Assessment Committee for Vehicle Emissions Reduction Projects to review proposals for eligible projects for the purpose of making funding recommendations to the DISTRICT board;

(e) On May 12, 2011, after holding a public hearing and considering the recommendations of the Assessment Committee, the governing board of the DISTRICT approved for funding those projects deemed to be most suitable for vehicle registration fee funding and best meeting the goals of Health and Safety Code sections 44220 through 44247;

(f) GRANTEE has proposed a project that meets the eligibility criteria of the DISTRICT and that has been approved by the governing board of the DISTRICT for funding; and

(g) GRANTEE represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Project**. GRANTEE shall perform all activities and work necessary to complete the project described in Exhibit "A" which is attached hereto and incorporated herein by this reference. GRANTEE agrees to furnish all labor, materials, equipment, licenses, permits, fees and other incidentals necessary to perform and complete, on schedule and in a professional manner, the services described herein. GRANTEE represents that GRANTEE either has the expertise necessary to adequately perform the project specified in said Exhibit "A" or will hire personnel with the necessary expertise. Any replacement vehicle(s) shall primarily be used within those portions of Kern County located within the DISTRICT's jurisdiction. GRANTEE shall provide satisfactory evidence to DISTRICT that the replaced vehicle(s) were scrapped and the drive train destroyed.

2. **Period of Performance/Timetable**. GRANTEE shall commence performance of work and diligently prosecute said work in accordance with the project implementation schedule and deadlines for performance indicated in Exhibit "A", unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

3. **Reporting Requirements**. GRANTEE shall submit reports to DISTRICT as provided in Exhibit "A" attached hereto. DISTRICT reserves the right to review, comment, and request changes to any report produced as a result of this Agreement. The reporting requirements under this Agreement shall survive the expiration of this Agreement and continue in full force and effect until a total of five (5) consecutive years or 100,000 miles of emissions data has been reported to DISTRICT.

4. **Compensation**. The total obligation of the DISTRICT under this Agreement shall not exceed fourteen thousand six hundred dollars (\$14,600). Said amount will be adjusted by any rebates, discounts, or subsidies received by GRANTEE that were not considered in determining the amount to be paid by DISTRICT under this Agreement.

GRANTEE shall, if necessary, obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in Exhibit "A." Upon request by DISTRICT, satisfactory written evidence of such funding commitments shall be provided to DISTRICT prior to the release by DISTRICT of any funds under this Agreement. In the event funding from other sources for the total cost of the project, as outlined in Exhibit "A," is not received by GRANTEE, DISTRICT reserves the

right to terminate or renegotiate this Agreement. In that event, if requested by the DISTRICT, GRANTEE shall return any DISTRICT funds previously paid to GRANTEE.

If GRANTEE receives funds from any source, other than those identified in GRANTEE's application for funding from DISTRICT, for use on this project, GRANTEE shall promptly notify DISTRICT of its receipt of such additional funds. The amount of funds payable by DISTRICT under this Agreement shall be reduced by the amount of such additional funding received by GRANTEE, even if such additional funding is received after termination of this Agreement. Any overpayment by DISTRICT as a result of GRANTEE's receipt of additional funding shall be promptly repaid by GRANTEE to DISTRICT.

5. Payments.

A. Advanced payments shall not be permitted. Payments will be permitted only at such time as equivalent services have been satisfactorily rendered. The DISTRICT shall reimburse GRANTEE in arrears, no more frequently than monthly, after receipt and verification of a properly supported claim for payment. Claims and all supporting documentation shall be submitted directly to the DISTRICT.

B. All invoices for payment shall be submitted in a form approved by the DISTRICT and shall contain a detailed description of the work completed for which payment is being requested, including all proper documentation and receipts of expenses incurred, and shall include a cumulative total of all payments received. Payment will be made to GRANTEE within thirty (30) days of receipt and approval of each invoice by the DISTRICT.

C. The amount to be paid to GRANTEE under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the GRANTEE. The GRANTEE shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

D. Concurrently with the submission of any claim for payment, GRANTEE shall certify (through copies of invoices, issued checks, receipts, etc.) that complete payment has been made to any and all suppliers, subcontractors or consultants who have provided materials or performed work for which payment is being requested by GRANTEE. It is understood that all costs and expenses incidental to GRANTEE's performance of services under this Agreement shall be borne exclusively by GRANTEE.

E. Any compensation which is not expended by GRANTEE pursuant to the terms and conditions of this Agreement by the

project completion date shall automatically revert to the DISTRICT. Only expenditures incurred by the GRANTEE in the direct performance of this Agreement will be reimbursed by the DISTRICT. Only allowable expenditures, as determined in the sole discretion of the DISTRICT, will be reimbursed by the DISTRICT. All final claims shall be submitted by GRANTEE within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by DISTRICT on claims submitted beyond the 60-day closeout period.

6. **Non-Allocation of Funds.** The terms of this Agreement and the services to be provided hereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the GRANTEE thirty (30) days prior written notice.

7. **Term.** This Agreement shall be deemed in force as of the date first above written and shall remain in effect until the end of the five (5) year reporting period or 100,000 miles of emissions data has been reported to DISTRICT as indicated in Section 3 above, unless sooner terminated as hereinafter provided.

8. **Assignment.** GRANTEE shall not assign, sublet or transfer this Agreement, or any part hereof. GRANTEE shall not assign any monies due or which become due to GRANTEE under this Agreement without the prior express and written approval by the DISTRICT.

9. **Negation of Partnership.** In performance of all services under this Agreement, GRANTEE shall be, and acknowledges that GRANTEE is, in fact and law, an independent contractor and not an agent or employee of DISTRICT. GRANTEE has and retains the right to exercise full supervision and control of the manner and methods by which GRANTEE shall perform its work under this Agreement. GRANTEE retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting GRANTEE in the performance of work hereunder. However, DISTRICT shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions thereof. With respect to GRANTEE's employees, if any, GRANTEE shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

10. **Disclosure Statement.** The GRANTEE certifies that any other request(s) for grant or incentive funding that has been submitted or will be submitted to any other party, including but

not limited to dealers, manufacturers, other air districts, the Air Resources Board, or any other government agency for the project described in Exhibit A of this Agreement, will be disclosed to the DISTRICT prior to requesting payment.

If the GRANTEE or any other third party designee is found to have submitted multiple applications or signed multiple agreements for this project without disclosing the information to the DISTRICT, the DISTRICT will pursue one or more of the following actions:

- A. The DISTRICT may adjust funding proportional to any rebate, discount, or subsidy; or
- B. The GRANTEE may be disqualified from all DISTRICT funding sources for this project; or
- C. The GRANTEE may be banned from submitting future applications to any and all Motor Vehicle Emission Reduction Program solicitations.

11. **Indemnification.** GRANTEE agrees to indemnify, defend and hold harmless DISTRICT and DISTRICT's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by DISTRICT, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of GRANTEE or GRANTEE's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of DISTRICT; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of GRANTEE by any person or entity.

12. **Termination.**

A. Breach of Agreement - The DISTRICT may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the DISTRICT there is:

- (1) An illegal or improper use of funds;
- (2) A failure to comply with any term of this Agreement;
- (3) A substantially incorrect or incomplete report has been submitted to the DISTRICT; or
- (4) Services are improperly performed.

In no event shall any payment by the DISTRICT constitute a waiver by the DISTRICT of any breach of this Agreement or any default which may then exist on the part of the GRANTEE. Neither shall such payment impair or prejudice any remedy available to the DISTRICT with respect to the breach or default. The DISTRICT shall have the right to demand of the GRANTEE the repayment to the DISTRICT of any funds disbursed to the GRANTEE under this Agreement which in the judgment of the DISTRICT were not expended in accordance with the terms of this Agreement. The GRANTEE shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, DISTRICT may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. Without Cause - Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days advance written notice of its intention to terminate. In such case, the GRANTEE shall, subject to Section 3, be paid the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, the entire work product, if any, produced by GRANTEE shall be promptly delivered to the DISTRICT.

13. Notices. All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided below.

To DISTRICT

David L. Jones, APCO
Eastern Kern Air Pollution
Control District
2700 "M" Street, Suite 302
Bakersfield, CA 93301

To GRANTEE

Christopher Kirk, Capital
Projects Manager
City of Tehachapi
115 S Robinson St
Tehachapi, CA 93561

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

14. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. GRANTEE agrees that they are unaware of any financial or economic

interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving written notice thereof. GRANTEE shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

15. **Sole Agreement.** This document contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

16. **Authority to Bind DISTRICT.** It is understood that GRANTEE, in GRANTEE's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind DISTRICT to any agreements or undertakings.

17. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

18. **Future Use Restriction on Vehicles.** GRANTEE shall be responsible for the continued use of each vehicle for the purpose described herein for the first one hundred thousand (100,000) miles. At least 75% of the vehicle miles traveled (VMT) must be within the boundaries of the DISTRICT. In the event that GRANTEE cannot meet or fails to meet one of these two use conditions, GRANTEE shall immediately notify DISTRICT. Upon notification by the GRANTEE of a failure to meet either of the two use conditions or in the event the DISTRICT discovers the GRANTEE is not meeting either of the two use conditions, DISTRICT, at its option, may require that GRANTEE comply with one of the following:

A. Use the vehicle(s) in another manner which is still eligible for funding under this Agreement and which is approved by the APCO for the DISTRICT; or

B. Reimburse DISTRICT in an amount equal to a pro rata portion of the purchase price, which shall be calculated by dividing the number of miles on the vehicle by one hundred thousand (100,000), multiplying that fraction by the purchase price of each vehicle paid for with funds received by GRANTEE pursuant to this Agreement and then subtracting that number from the purchase price paid for with funds received by GRANTEE pursuant to this Agreement; or

C. Assign or otherwise transfer the vehicle(s) to DISTRICT for its use.

19. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of DISTRICT. Forbearance or indulgence by DISTRICT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by GRANTEE. DISTRICT shall be entitled to invoke any remedy available to DISTRICT under this Agreement or by law or in equity despite said forbearance or indulgence.

20. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

21. **Confidentiality.** GRANTEE shall not, without the written consent of the DISTRICT, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

22. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to DISTRICT is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

23. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

24. **Compliance with Law.** GRANTEE shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

25. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly

disregarded in the construction of this Agreement. No provisions of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

26. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

27. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

28. **Nondiscrimination.** Neither GRANTEE, nor any officer, agent, employee, servant or subcontractor of GRANTEE shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

29. **Audit, Inspection and Retention of Records.** GRANTEE agrees to maintain and make available to DISTRICT accurate books and records relative to all its activities under this Agreement. GRANTEE shall permit DISTRICT to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. GRANTEE shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon DISTRICT herein.

GRANTEE shall be subject to an audit by DISTRICT or its authorized representative to determine if the revenues received by GRANTEE were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, DISTRICT makes a determination that funds provided GRANTEE pursuant to this Agreement were not spent in conformance with this Agreement, AB 2766 or any other applicable provisions of law, GRANTEE agrees to immediately reimburse DISTRICT all funds determined to have been expended not in conformance with said provisions.

30. **Non-Collusion Covenant.** GRANTEE represents and agrees that it has in no way entered into any contingent fee arrangement

with any firm or person concerning the obtaining of this Agreement with DISTRICT. GRANTEE has received from DISTRICT no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

31. **Political Activity and Lobbying Prohibited.** None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines. In addition, none of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

32. **No Third Party Rights.** Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

33. **Compliance with IRCA.** GRANTEE acknowledges that GRANTEE, and all sub-contractors hired by GRANTEE to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (hereinafter "IRCA"). GRANTEE is and shall remain in compliance with the IRCA and shall ensure that any sub-contractors hired by GRANTEE to perform services under this Agreement are in compliance with the IRCA. In addition, GRANTEE agrees to indemnify, defend and hold harmless DISTRICT, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that GRANTEE's employees, or the employees of any sub-contractor hired by GRANTEE, are not authorized to work in the United States for GRANTEE or its sub-contractor and/or any other claims based upon alleged IRCA violations committed by GRANTEE or GRANTEE's subcontractor(s).

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34. Signature Authority. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

**EASTERN KERN AIR POLLUTION
CONTROL DISTRICT**

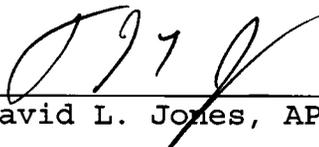
CITY OF TEHACHAPI

By _____
Chairman, District Board
"DISTRICT"

By _____
Greg Garrett, City Manager
"GRANTEE"

APPROVED AS TO CONTENT:
Air Pollution Control District

APPROVED AS TO FORM:
Attorney

By  _____
David L. Jones, APCO

By _____
Attorney

APPROVED AS TO FORM:
Office of the County Counsel

ATTESTED TO:
City Clerk

By _____
Deputy

By _____
City Clerk

EXHIBIT "A"

Agreement No. 07-011-2011

Project Location: Vehicle to be based in the Tehachapi area and at least 75% of its annual mileage will be accrued within the boundaries of the Eastern Kern Air Pollution Control District.

Description of Project: Scrap a 1997 Ford Ranger and provide proof that the engine and drive train has been destroyed. Replace with 2011 or newer Ford Escape Hybrid, Alternative Technology Partial Zero Emission Vehicle (ATPZEV) 4x4 estimated to cost \$32,500. If 2011 or newer Ford Escape Hybrid, ATPZEV 4x4 is unavailable at the time of purchase an alternate vehicle with equivalent emissions may be substituted upon written approval of the Air Pollution Control Officer.

Project Implementation Schedule: Vehicle shall be purchased on or after July 14, 2011 and placed in service by June 30, 2012.

Equipment and Reporting Requirements:

1. Initial inspection to verify vehicle meets Agreement specifications.
2. Annual reporting to DISTRICT of total annual vehicle miles traveled (VMT) for 5 years or 100,000 miles, whichever occurs first.
3. Annual and final report demonstrating VMT are a minimum of 75% in the Eastern Kern Air Pollution Control District jurisdiction.
4. Right of entry to DISTRICT staff for periodic (minimum annually) inspections.

Maximum Project Grant Funds Approved: The DISTRICT shall pay forty four point nine percent (44.9%) of the Project's final cost up to a maximum grant of fourteen thousand six hundred dollars (\$14,600). The final cost shall be the cost after adjustment for any rebates, discounts, or subsidies received by GRANTEE that were not considered in determining the amount to be paid by DISTRICT under this Agreement.

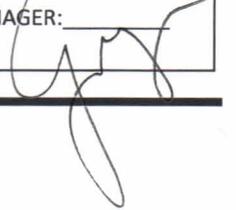
Matching Project Funds or In-kind Services: GRANTEE is responsible for at least fifty five point one percent (55.1%) of Project's final cost and any project costs exceeding the maximum DISTRICT costs specified above.



COUNCIL REPORTS

AGENDA SECTION: CITY MANAGER

MEETING DATE: JULY 5, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JULY 5, 2011

SUBJECT: FRAUD POLICY

BACKGROUND

Although the City's current Personnel Policy Manual mentions prohibited conducts of its employees, it is lacking in specific fraud handling procedures and responsibilities of involved parties. The attached Fraud Policy will cover handling of workplace frauds in more a clear and specific way. This policy will be in addition to and not a part of the City's Personnel Policy Manual.

FISCAL IMPACT

None

RECOMMENDATION

Approve the Fraud Policy and adopt the resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI ESTABLISHING POLICY AND PROCEDURES FOR CLARIFYING ACTIONS THAT ARE CONSIDERED TO BE FRAUDULENT, DESCRIBING THE STEPS TO BE TAKEN WHEN FRAUD OR OTHER RELATED DISHONEST ACTIVITIES ARE SUSPECTED, AND PROVIDING PROCEDURES TO FOLLOW IN ACCOUNTING FOR MISSING FUNDS, RESTITUTION AND RECOVERIES

WHEREAS, the City's Auditor has previously recommended that the City establish a policy clarifying acts that are considered to be fraudulent and describing steps to be taken when such acts are suspected and providing for accounting for missing funds, and for restitution and recoveries of same; and

WHEREAS, the City Council wishes to adopt the Auditor's recommendation and, in that regard, its staff has developed the policy and procedures attached hereto as Exhibit "A" and by this reference made a part hereof (the "Policy and Procedures Relating to Fraudulent Activities"); and

WHEREAS, the City Council believes that the adoption of the Policy and Procedures Relating to Fraudulent Activities is in the best interest of the City and its residents and wishes to adopt it.

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

1. That the foregoing recitals are true and correct.
2. That the City Council hereby adopts the Policy and Procedures Relating to Fraudulent Activities attached hereto as Exhibit "A".

PASSED AND ADOPTED at a regular meeting of the City Council of the City

of Tehachapi on the 5th day of July, 2011 by the following vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

ED GRIMES, Mayor of the
City of Tehachapi, California

ATTEST:

DENISE JONES
City Clerk of the City of Tehachapi

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 July 5, 2011.

DENISE JONES
City Clerk of the City of Tehachapi

EXHIBIT "A"

CITY OF TEHACHAPI		ADMINISTRATIVE POLICY/PROCEDURES
		<i>Subject:</i> Fraud in the Workplace
<i>Original Issue:</i> 07/04/11	<i>Effective:</i> 07/05/11	
<i>Current Issue:</i> same	<i>Effective:</i> same	<i>Category:</i> Finance
<i>Supersedes:</i> Not Applicable		

PURPOSE AND SCOPE

To establish policy and procedures for clarifying acts that are considered to be fraudulent, describing the steps to be taken when fraud or other related dishonest activities are suspected, and providing procedures to follow in accounting for missing funds, restitution and recoveries.

The City of Tehachapi is committed to protecting its assets against the risk of loss or misuse. Accordingly, it is the policy of the City of Tehachapi to identify and promptly investigate any possibility of fraudulent or related dishonest activities against the City and, when appropriate, to pursue legal remedies available under the law.

DEFINITIONS

- A. Fraud – Fraud and other similar irregularities include, but are not limited to:
 - a. Claim for reimbursement of expenses that are not job-related or authorized.
 - b. Forgery or unauthorized alteration of documents (checks, promissory notes, time sheets, independent contractor agreements, purchase orders, budgets, etc.).
 - c. Misappropriation of City assets (funds, securities, supplies, furniture, equipment, etc.).
 - d. Improprieties in the handling or reporting of money transactions.
 - e. Authorizing or receiving payment for goods not received or services not performed.
 - f. Computer-related activity involving unauthorized alteration, destruction, forgery, or manipulation of data or misappropriation of City-owned software.
 - g. Intentional misrepresentation of information on documents.

- h. Violation of Federal, State, or Local laws related to dishonest activities or fraud.
 - i. Seeking or accepting anything of material value from those doing business with the City including vendors, consultants, contractors, lessees, applicants, and grantees to provide a special, unauthorized benefit or accommodation for the foregoing.
- B. Employee – In this context, employee refers to any individual or group of individuals who receive compensation, either full- or part-time, from the City of Tehachapi. The term also includes any volunteer who provides services to the City through an official arrangement with the City or a City organization including City Council Members and Planning Commissioners.
- C. Management – In this context, management refers to any administrator, manager, director, supervisor, or other individual who manages or supervises funds or other resources.
- D. Internal Auditor – In this context, Internal Auditor refers to any person or persons assigned by the City Manager to investigate any fraud or similar activity.
- E. External Auditor – In this context, External Auditor refers to independent audit professionals who perform annual audits of the City’s financial statements.

III. INVESTIGATION OF POTENTIAL FRAUD

- A. It is the City’s intent to investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, length of service or relationship with the City of any party who might be or become involved in or becomes the subject of such investigation.
- B. Each department of the City is responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud, misappropriations, and other irregularities. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.
- C. The Internal Auditor has the primary responsibility for the investigation of all activity as defined in this policy.
- D. Throughout the investigation, the Internal Auditor will inform the City Manager of pertinent investigative findings.
- E. Employees will be granted whistle-blower protection when acting in accordance with this policy. When informed by an employee of a suspected impropriety, neither the City nor any person acting on behalf of the City shall:

1. Dismiss or threaten to dismiss the employee,
2. Discipline, suspend, or threaten to discipline or suspend the employee,
3. Impose any penalty upon the employee, or
4. Intimidate or coerce the employee.

Violations of the whistle-blower protection will result in discipline up to and including dismissal.

- F. Upon conclusion of the investigation, the results will be reported to the City Manager.
- G. The City Manager, following review of investigation results, will take appropriate action regarding employee misconduct. Disciplinary action can include termination, and referral of the case to the District Attorney's Office for possible prosecution.
- H. The City will pursue every reasonable effort, including court ordered restitution, to obtain recovery of City losses from the offender.

IV. RESPONSIBILITIES

A. Mayor, City Council and Commissioner Responsibilities

1. If the Mayor, a City Council member, or a Commissioner has reason to suspect that a fraud has occurred, he or she shall immediately contact the City Manager.
2. The Mayor, City Council member, or Commissioner shall not attempt to investigate the suspected fraud or discuss the matter with anyone other than the City Manager.
3. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the City Manager in consultation with the City Attorney and the Internal Auditor.

B. Management Responsibilities

1. Management is responsible for being alert to, and reporting fraudulent or related dishonest activities in their areas of responsibility.
2. Each manager should be familiar with the types of improprieties that might occur in his or her area and be alert for any indication that improper activity, misappropriation, or dishonest activity is or was in existence in his or her area.
3. When an improper activity is detected or suspected, management should determine whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.

4. If management determines a suspected activity may involve fraud or related dishonest activity, they should contact their immediate supervisor.
5. Department Directors should inform the City Manager.
6. Management should not attempt to conduct individual investigations, interviews, or interrogations. However, management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrence of improper actions. Management should support the City's responsibilities and cooperate fully with the Internal Auditor, other involved departments, and law enforcement agencies in the detection, reporting, and investigation of criminal acts, including the prosecution of offenders.
7. Management must give full and unrestricted access to all necessary records and personnel. All City furniture and contents, including desks and computers, are open to inspection at any time. There is no assumption of privacy.
8. In dealing with suspected dishonest or fraudulent activities, great care must be taken. Therefore, management should avoid the following:
 - a. Incorrect accusations.
 - b. Alerting suspected individuals that an investigation is underway.
 - c. Treating employees unfairly.
 - d. Making statements that could lead to claims of false accusations or other offenses.
9. In handling dishonest or fraudulent activities, management has the responsibility to:
 - a. Make no contact (unless requested) with the suspected individual to determine facts or demand restitution. Under no circumstances should there be any reference to "what you did", "the crime", "the fraud", "the misappropriation", etc.
 - b. Avoid discussing the case, facts, suspicions, or allegations with anyone outside the City, unless specifically directed to do so by the City Attorney or Internal Auditor.
 - c. Avoid discussing the case with anyone inside the City other than employees who have a need to know such as the City Manager, Internal Auditor, or City Attorney or law enforcement personnel.
 - d. Direct all inquiries from the suspected individual, or his or her representative, to the City Manager. All inquiries by an attorney of

the suspected individual should be directed to the City Attorney. All inquiries from the media should be directed to the City Manager.

C. Employee Responsibilities

1. A suspected fraudulent incident or practice observed by, or made known to, an employee must be reported to the employee's supervisor for reporting to the proper management official.
2. When the employee believes the supervisor may be involved in the inappropriate activity, the employee shall make the report directly to the next higher level of management or the City Manager.
3. The reporting employees shall refrain from further investigation of the incident, confrontation with the alleged violator, or further discussion of the incident with anyone, unless requested by the City Manager, Internal Auditor, City Attorney or law enforcement personnel.

D. Internal Auditor Responsibilities

1. Upon assignment by the City Manager, the Internal Auditor will promptly investigate the fraud.
2. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Internal Auditor, in consultation with the City Manager, will contact the Tehachapi Police Chief.
3. The Internal Auditor will be available and receptive to receiving relevant, confidential information to the extent allowed by law.
4. If evidence is uncovered showing possible dishonest or fraudulent activities, the Internal Auditor will proceed as follows:
 - a. Discuss the findings with management and the Department Director.
 - b. Advise management, if the case involves staff members, to meet with the City Manager (or his/her designated representative) to determine if disciplinary actions should be taken.
 - c. Advise the City Attorney, if the case involves the City Manager, to determine what actions should be taken.
 - d. Report to the External Auditor such activities in order to assess the effect of the illegal activity on the City's financial statements.

- e. Coordinate with the City's Risk Management Division regarding notification to insurers and filing of insurance claims.
- f. Take immediate action, in consultation with the City Manager, to prevent the theft, alteration, or destruction of evidentiary records. Such action shall include, but is not limited to:
 - 1) Removing the records and placing them in a secure location, or limiting access to the location where the records currently exist.
 - 2) Preventing the individual suspected of committing the fraud from having access to the records.
5. In consultation with the City Manager, the City Attorney, and the Tehachapi Police Chief, the Internal Auditor may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.
6. If the Internal Auditor is contacted by the media regarding an alleged fraud or audit investigation, the Internal Auditor will consult with the City Manager and the City Attorney, as appropriate, before responding to a media request for information or interview.
7. At the conclusion of the investigation, the Internal Auditor will document the results in a confidential memorandum report to the City Manager and the City Attorney. If the report concludes that the allegations are founded, the report will be forwarded to the Tehachapi Police Chief.
8. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the audit. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Internal Auditor no later than seven calendar days after notice is received.
9. Upon completion of the investigation, including all legal and personnel actions, all records, documents, and other evidentiary material, obtained from the department under investigation will be returned by the Internal Auditor to that department.