

AGENDA

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

**Beekay Theatre
110 South Green Street
Monday, August 1, 2011 - 6:00 P.M.**

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

CALL TO ORDER

ROLL CALL

INVOCATION

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

PLEDGE TO FLAG

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

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

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

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

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, AUGUST 1, 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 Rachel Rudd.
3. Mayor Grimes to present a Certificate of Recognition to Austin Kalb.

CITY ATTORNEY REPORTS

4. Present options to City Council regarding open seat on Council due to Mr. Reed's resignation – **DISCUSS**

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 31-11
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

- *5. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *6. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation special meeting on June 20, 2011 and regular meetings on June 20, 2011 and July 5, 2011- **APPROVE AND FILE**
- *7. Antelope Valley Youth Rodeo Association (AVYRA) has submitted a special use application for the AVYRA Rodeo event on September 17, 2011, through September 18, 2011. They are requesting use of the Tehachapi Rodeo Grounds – **APPROVE THE AVYRA RODEO SPECIAL EVENT APPLICATION, REQUEST FOR THE USE OF THE TEHACHAPI RODEO GROUNDS, SUBJECT TO CITY CONDITIONS, CITY ATTORNEY APPROVAL OF INSURANCE AND NOT APPROVE THE FEE WAIVER REQUEST AND APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND AVYRA**
- *8. Kawaiisu Language and Cultural Center has submitted a special use application for the GO NATIVE! event. They are requesting the closure of Hayes Street from Tehachapi Blvd. to the alley north of F Street and street barricades – **APPROVE THE KAWAIISU LANGUAGE AND CULTURAL CENTER SPECIAL USE APPLICATION AND ASSOCIATED STREET CLOSURE, SUBJECT TO CITY CONDITIONS**
- *9. Greater Tehachapi Chamber of Commerce has submitted a special use application for the 48th Annual Tehachapi Mountain Festival event. The event will be on August 19, 2011, through August 21, 2011. They are requesting the closure certain downtown streets – **APPROVE THE 48TH ANNUAL TEHACHAPI MOUNTAIN FESTIVAL SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS AND APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI CHAMBER OF COMMERCE**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, AUGUST 1, 2011 - 6:00 P.M. - PG. 3**

- *10. Tehachapi Mountain Rodeo Association has submitted a special use application for the Tehachapi Mountain Pro Rodeo event. This event will be held August 19 and 20, 2011. They are requesting use of the Tehachapi Rodeo Grounds – **APPROVE THE TEHACHAPI MOUNTAIN PRO RODEO SPECIAL EVENT APPLICATION AND ASSOCIATED APPLICANT REQUESTS, SUBJECT TO CITY CONDITIONS AND CITY ATTORNEY APPROVAL OF INSURANCE**

FINANCE DIRECTOR REPORTS

- *11. Disbursements, bills, and claims for 6/30/2011 through 7/26/2011 – **AUTHORIZE PAYMENTS**
- *12. City of Tehachapi Treasurer's Report through June 2011 – **RECEIVE REPORT**

UTILITY MANAGER REPORTS

13. Memorandum of Understanding with the Kern Council of Governments to conduct greenhouse gas inventories and develop energy action plans – **APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TEHACHAPI AND KERN COUNCIL OF GOVERNMENTS**

POLICE CHIEF REPORTS

14. The City previously entered into a School Resource Officer Memorandum of Understanding (MOU) with the Tehachapi Unified School District. The MOU assigned a School Resource Officer from the Tehachapi Police Department to the TUSD in exchange for reimbursement from the TUSD to the City for fifty percent (50%) of the officer's salary, benefits, and TUSD approved overtime - **APPROVE AND AUTHORIZE THE MAYOR AND POLICE CHIEF TO SIGN THE PROPOSED RENEWAL OF THE SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING**
15. Tehachapi's Second Annual National Night Out – **INFORMATIONAL REPORT**
16. The Dog House Saloon, located at 777 West Tehachapi Boulevard, is requesting a finding of public convenience and necessity. They have applied for a Type 48 License from the Department of Alcoholic Beverage Control and needs the Council's approval prior to issuance of a license – **APPROVE A FINDING OF PUBLIC CONVENIENCE AND/OR NECESSITY FOR THE DOG HOUSE SALOON TO CONDUCT ON SALE OF ALCOHOLIC BEVERAGES (TYPE 48 ABC LICENSE) AT THE LOCATION IN QUESTION**

CAPITAL PROJECTS MANAGER REPORTS

17. The City of Tehachapi adopted a Park and Recreation Mitigation Fee in 2006. A five year report must now be completed on the implementation of the fee. To complete this report, Staff proposes contracting with Willdan Financial Services for research and preparation of the report – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND WILLDAN FINANCIAL SERVICES FOR ANNUAL AND FIVE-YEAR IMPACT FEE REPORTS FOR THE PARK AND RECREATIONS FEES IN AN AMOUNT NOT TO EXCEED \$8,000**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, AUGUST 1, 2011 - 6:00 P.M. - PG. 4**

CITY MANAGER REPORTS

18. 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))

19. Following the change in City Council membership, the Council may wish to modify the current assignments to groups, organizations and committees – **MODIFY COUNCIL ASSIGNMENTS TO GROUPS AND ORGANIZATIONS**

CLOSED SESSION

1. Approval of closed session minutes of July 5, 2011.
2. Conference with real property negotiator (City Manager) regarding first right of refusal of Airport property described as Hanger 18E, per Government Code Section 54956.8
3. Conference with legal counsel regarding claim filed by Shelby Rolin per Government Code Section 54956.9(b).
4. Conference with legal counsel regarding the case of Tehachapi First v. City of Tehachapi per Government Code Section 54956.9(a).

ADJOURNMENT

JUL 18 2011

CITY CLERK'S OFFICE
BY _____

July 18, 2011

To: Tehachapi City Council

Mr. Mayor, Council Members,

The attached address is what I plan to say during Public Comments at the next City Council meeting on Aug. 1, 2011. I am sending this to you today because I believe that if you have not already taken the enclosed information into consideration, you should, before next meeting.

As I hope you can see, I am not endorsing anyone as a replacement for the seat vacated by the unexpected departure of Mr. Reed. I am merely saying that we need to look at the will of the citizens of this city, and it would appear that they have already spoken, as evidenced by their votes on Nov. 2, 2010. This matter is (and should be) about the people, and who they want on the City Council.

Something else occurred to me after writing the attached address: If the information regarding Mr. Reed had come to light just prior to the Nov. 2, 2010 election, and had Mr. Reed done what he so wisely did, and immediately resigned from the City Council, then we would have been electing 4 council members instead of 3, and Henry Schaeffer would already be sitting on the City Council.

Thank you for your consideration in this important matter.

Cordially,
Raymond Bilger

August 1, 2011

Mr. Mayor, Council Members,

As we sit here this evening, there is a vacant seat on the City Council. I understand from the City Attorney that the City Council has the option of appointing someone to fill the vacant Council position, or of holding a Special Election. I also understand that the cost of holding a Special Election is considerable, and therefore not necessarily cost effective.

Please excuse me if I am mistaken, but didn't we just have an election? The official results of the Nov. 2, 2010 elections for Tehachapi City Council are as follows:

Linda Vernon	1,292 votes
Phil Smith	1,123 votes
Susan Wiggins	1,067 votes
Henry Schaeffer	967 votes
Stan Beckham	712 votes

[Kern County Election Div. Official Results as of Nov. 23, 2010]

It would seem that this pool of candidates should be able to provide a possible replacement for the vacated Council position. It would seem logical to consider the candidate that received the next closest number of votes, beyond the three persons who won the Council positions available, as a possible replacement for the vacated seat. That means the next person, in number of official votes received, beyond Susan Wiggins, that next person could/should qualify as an approved (that is to say, by the vote of the people) candidate to fill the seat vacated by Shane Reed. That next person happens to be, according to Kern County Election Division Official Results, Henry Schaeffer.

In all fairness to the citizens of this community, as shown in their official vote, to have who they want to be on the City Council, Henry Schaeffer is

the next person on the official list, in number of votes received, after Susan Wiggins, and therefore Henry Schaeffer should be appointed to fill the seat vacated by Mr. Reed.

I would hope that the City Council could appreciate this, and realize that there has already been a vote for who the people want, and Henry Schaeffer is next in line as the people's choice. Now it only remains for us to see who is the City Council's choice. And ultimately, is that choice, by the City Council, the same as the people's choice?

If it is not, then I believe it is not what we the people expect from our city government in Tehachapi. We expect to see our city government recognize normal constitutional rights as fundamental and inherent for all citizens living in this community. And among those rights is the right to see our choice (as represented by our vote) recognized by those who sit on this City Council.

Again, the election on Nov. 2, 2010 was not specifically titled a Special Election, but given the unique circumstances of this situation, it would seem that the election we already had should provide the needed indication of who the people in this community want to have on the City Council, and that is essentially what having a Special Election would also accomplish.

So, I believe we already have the information necessary to fill the vacant seat on the City Council. Henry Schaeffer may decline the position offered to him, but in fairness to the citizens who have already spoken, we should recognize their vote, their choice, and give that choice, that person, the option to serve or not to serve. If this City Council wants to represent this community, then it should consider this information, seriously.

Cordially,
Raymond E. Bilger

Raymond Bilger

Office Memorandum: CITY OF TEHACHAPI

TO : City Council, City Manager
FROM : Thomas F. Schroeter, City Attorney
SUBJECT: Shane Reed Vacancy

DATE: July 27, 2011

Councilmember Reed resigned from the City Council effective July 12, 2011. Pursuant to Government Code Section 36512, the City Council has sixty (60) days from the date of resignation to either fill the vacancy by appointment or call a special election. A person appointed or elected to fill the vacancy holds the office for the unexpired term.

Given the foregoing, the Council will have until September 9, 2011 to fill the vacancy. That would be the two regular meetings in August and the first regular meeting in September.

MINUTES

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

**Beekay Theatre
110 South Green Street
MONDAY, June 20, 2011 – 4:00 P.M.**

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

ACTION TAKEN

CALL TO ORDER

Meeting called to order by Mayor Grimes at 4:00 pm

ROLL CALL

Roll call by City Clerk Denise Jones.

Present: Mayor Grimes, Councilmembers Reed and Wiggins

Absent: Councilmembers Vernon & Smith

PLEDGE TO THE FLAG

Led by Jon Curry

Councilmember Vernon arrived at 4:12 pm.

BUSINESS

1. Five Year Preliminary Budget – **FINANCE DIRECTOR HANNAH CHUNG GAVE REPORT; COUNCILMEMBER VERNON ASKED FOR CLARIFICATION OF BOND/GRANT PROCESS AND THANKED STAFF FOR EFFORTS ON BUDGET; COUNCILMEMBER REED ASKED ABOUT THE ROLL SEAL; COUNCILMEMBER WIGGINS ASKED IF AIRPORT WILL EVER BE SOLVENT AND IF CITY HAS A VEHICLE REPLACEMENT POLICY; MAYOR GRIMES COMMENTED ON RDA FUNDS AND THANKED STAFF FOR WORK ON BUDGET.**
2. Audience Comments On Agenda Items – **CHARLES WHITE ASKED ABOUT DEPOT EXPENDITURES, ABOUT REPAYMENT OF VEHICLE COST AND ASKED FOR DONATION FOR TOURISM COMMISSION; STAN BECKHAM INQUIRED ABOUT DEFICIT OF \$155,000, ABOUT INCREASE IN AIRPORT EXPENDITURES, AND ABOUT FORECLOSED PROPERTIES IN CITY.**

Discussed

ADJOURNMENT

The City Council adjourned at 5:13 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, June 20, 2011, at 6:00 p.m.

DENISE JONES
City Clerk, City of Tehachapi

Approved this 1st day
Of August, 2011.

ED GRIMES
Mayor, City of Tehachapi

MINUTES

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

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ACTION TAKEN

CALL TO ORDER

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

ROLL CALL

Roll call by City Clerk Denise Jones.

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

Absent: None

INVOCATION

By Rev. Diane Ryder of Tehachapi Community Church

PLEDGE TO THE FLAG

Led by Chief Kermode

CONSENT AGENDA

Approved consent agenda subject to removal of item *11 by Stan Beckham.

Approved Consent Agenda
Subject To Removal Of Item
*11
Ve/Sm Ayes All

AUDIENCE ORAL COMMUNICATIONS

1. General public comments regarding matters not listed as an agenda item were received from:
 - a. Liz Fox, city resident, spoke about septic/sewer issues in Tehachapi region.

- b. Stan Beckham asked about the Biological and Cultural Conclusions report.
 - c. Craig Britton, city resident, expressed concerns about special event requirements.
 - d. Debbie Szydowski, city business owner, commented on lack of parking during Farmer’s Market.
 - e. Lori McKenzie, Main Street, addressed special event concerns and reported on success of Chili Cook-Off event.
2. Tehachapi Tourism Commission to give a presentation regarding advertising and promotion of Tehachapi.

Given At Budget Meeting

CITY CLERK REPORTS

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

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

***4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on June 6, 2011 - APPROVED AND FILED.**

Approved & Filed
 Ve/Sm Ayes All

5. The Tehachapi City Council will appoint one member to the City of Tehachapi Planning Commission to fill the vacancy created by Commissioner Sonja Wilson’s expiration of term. This appointment will fill a four year term which expires on June 30, 2015. The City Clerk’s office received applications from three qualified applicants, Adam Jenkins, Sonja Wilson and Danielle Evansic – **ALL APPLICANTS WERE ABSENT.**

MAYOR GRIMES OPENED NOMINATIONS.

Gr Opened Nominations

COUNCILMEMBER VERNON NOMINATED SONJA WILSON.

Ve Nominated Sonja Wilson

MAYOR GRIMES CLOSED NOMINATIONS AT 6:25 PM.

Gr Closed Nominations

MAYOR GRIMES, COUNCILMEMBERS SMITH, VERNON, REED AND WIGGINS VOTED FOR SONJA WILSON.

Gr, Sm, Ve, Re & Wi Voted
 For Sonja Wilson
 (5 Votes)

SONJA WILSON WAS DECLARED TEHACHAPI PLANNING COMMISSIONER, TERM EXPIRING ON JUNE 20, 2015.

Appointed Sonja Wilson To
 The Tehachapi Planning
 Commission

6. 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

one qualified applicant, Austin Kalb – **APPLICANT WAS PRESENT; KENNETH WRIGHT TURNED IN HIS APPLICATION AND ASKED TO BE CONSIDERED FOR COMMISSION.**

ACCEPTED LATE APPLICATION AND EXTENDED DEADLINE TO JUNE 20, 2011 AT MEETING.

STEVEN VOGEL ASKED TO BE CONSIDERED FOR COMMISSION, BUT DID NOT HAVE A COMPLETE APPLICATION TO TURN IN; AUSTIN KALB INQUIRED ABOUT TERM EXPIRATION FOR HIMSELF AND MARK PESTANA SINCE APPLICATION DEADLINE HAD BEEN EXTENDED.

EXTENDED DEADLINE TO RECEIVE APPLICATIONS FOR AIRPORT COMMISSION APPOINTMENT UNTIL JUNE 29, 2011, AT 5:00 PM.

STAN BECKHAM EXPRESSED HIS OPINION THAT LATE APPLICANTS SHOWED A LACK OF RESPONSIBILITY; KENNETH WRIGHT STATED IT WASN'T A LACK OF RESPONSIBILITY, BUT THAT HE WAS APPROACHED AFTER THE DEADLINE; COUNCILMEMBER VERNON ASKED IF COUNCIL IS REQUIRED TO FILL POSITION ON COMMISSION.

Extended Deadline Until
 June 20, 2011
 Re/Wi Ayes All

Extended Deadline Until
 June 29, 2011
 Ve/Wi Ayes All

Tabled Until July 5, 2011

- *7. The Knights of Columbus Hot Rides & Cool Knights Car Show will be held on Sunday, August 7, 2011. The event will start at approximately 9:00 am and will end at approximately 5:00 pm. The event will be held on F Street between Mill Street and Mulberry Street and is open to the public - **APPROVED THE SPECIAL USE APPLICATION FOR THE KNIGHTS OF COLUMBUS CAR SHOW EVENT AND STREET CLOSURE, SUBJECT TO CITY CONDITIONS.**

Approved The Special Use
 Application For The Knights
 Of Columbus Car Show
 Event & Street Closure,
 Subject To City Conditions
 Ve/Sm Ayes All

FINANCE DIRECTOR REPORTS

- *8. Disbursements, bills, and claims for 06/01/2011 through 06/14/2011 –**AUTHORIZED PAYMENTS.**

Authorized Payments
 Ve/Sm Ayes All

- *9. City of Tehachapi Treasurer's Report through May 2011 –**RECEIVED REPORT.**

Received Report
 Ve/Sm Ayes All

- *10. As the Council may be aware, Proposition 4, approved by the voters in November 1979, added California Constitution, Article XIII B, and is called the "appropriations limit" or "Gann limit". Article XIII B limits the level of most appropriations from tax sources that the state and most local government entities are permitted to make in any given year. The limit applies to appropriations of tax proceeds from both the general fund and special funds. Proceeds of taxes include tax

Adopted Res. No. 26-11
 Establishing An
 Appropriations Limit
 Pursuant To Article XIII B Of
 The California Constitution
 & Repealing Res. No. 19-10
 Ve/Sm Ayes All

revenues, interest earnings on invested tax revenues, and any revenues collected by a regulatory license fee or user charge in excess of the amount needed to cover the cost of providing the regulation, product, or service - **ADOPTED RESOLUTION NO. 26-11 ESTABLISHING AN APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION AND REPEALING RESOLUTION NO. 19-10.**

- *11. In February 2009, the Governmental Accounting Standards Boards issued Statement No. 54 (GASB 54) to improve financial reporting. Local governments are required to formally adopt a Fund Balance Policy to implement GASB 54. The resolution is the City Council's formal commitment of an amount of fund balance to be set aside specifically for emergency contingencies – **THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA BY STAN BECKHAM TO ASK FOR DOLLAR AMOUNTS; FINANCE DIRECTOR HANNAH CHUNG GAVE REPORT; APPROVED FUND BALANCE POLICY FOR THE GENERAL FUND AND ADOPTED RESOLUTION NO. 28-11 CLASSIFYING THE VARIOUS COMPONENTS OF FUND BALANCE AS DEFINED IN GASB NO. 54.**

Approved Fund Balance Policy For The General Fund & Adopted Res. No. 28-11 Classifying The Various Components Of Fund Balance As Defined In GASB No. 54
Wi/Re Ayes All

UTILITY MANAGER REPORTS

12. As part of SB X7-7 compliance, staff has been working with other water agencies to formulate the Tehachapi Regional Urban Water Management Plan (TRUWMP) to set water conservation targets as a region, instead of individual agencies. The Regional Alliance letter Agreement formalizes this regional alliance for acceptance of the water conservation targets – **UTILITY MANAGER JON CURRY GAVE REPORT; ADOPTED REGIONAL ALLIANCE LETTER AGREEMENT WITH THE FOUR OTHER LISTED AGENCIES.**
13. **PUBLIC HEARING** - This action by the City Council will adopt the Regional Urban Water Management Plan - **OPENED HEARING AT 6:51 PM; NOTICE OF PUBLIC HEARING ON JUNE 7, 2011; NO CORRESPONDENCE RECEIVED; UTILITY MANAGER JON CURRY GAVE STAFF REPORT; RECEIVED PUBLIC COMMENT FROM LIZ FOX; CLOSED HEARING AT 6:55 PM; STAFF RECOMMENDATION; COUNCILMEMBER SMITH APPLAUDED ALL AGENCIES INVOLVED; MAYOR GRIMES IS GLAD TO SEE TEHACHAPI BEING PROACTIVE; ADOPTED RESOLUTION NO. 27-11 ADOPTING TEHACHAPI REGIONAL WATER MANAGEMENT PLAN.**

Adopted Regional Alliance Letter Agreement With The Four Other Listed Agencies
Sm/Ve Ayes All

Adopted Res. No. 27-11 Adopting Tehachapi Regional Water Management Plan
Wi/Ve Ayes All

CAPITAL PROJECTS REPORTS

- *14. Consider an amendment to the weed abatement agreement with Jerome's Tractor Service which includes an increase in their hourly fee for tractor work and for work completed with hand held equipment – **APPROVED THE AMENDMENT TO THE AGREEMENT BETWEEN JEROME'S TRACTOR SERVICE AND THE CITY OF TEHACHAPI.**

Approved The Amendment To The Agreement Between Jerome's Tractor Service & C.O.T
Ve/Sm Ayes All

CITY MANAGER REPORTS

15. The City Council held a special meeting on June 20, 2011, at 4:00 pm, to discuss the five year budget for Fiscal-Years 2011/2012 through 2015/2016 – **CITY MANAGER GREG GARRETT GAVE REPORT; COUNCILMEMBER VERNON COMMENTED ON DOING BUDGETS IN DIFFERENT ECONOMIES; MAYOR GRIMES COMMENTED ON HAVING A BALANCED BUDGET; CHARLES WHITE, CITY RESIDENT ASKED ABOUT SEWER FUND INCOME; ADOPTED RESOLUTION NO. 29-11 APPROVING AND ADOPTING THE CITY OF TEHACHAPI'S BUDGET FOR THE FISCAL YEAR 2011/2012, THE PRELIMINARY BUDGET FOR FISCAL YEARS 2012/2013, 2013/2014, 2014/2015, AND 2015/2016.**

Adopted Res. No. 29-11 Approving & Adopting The C.O.T's Budget For The Fiscal Year 2011/2012, The Preliminary Budget For Fiscal Years 2012/2013, 2013/2014, 2014/2015, & 2015/2016
Ve/Wi Ayes All

16. The Board of Directors of the Tehachapi Redevelopment Agency held a special meeting on June 20, 2011, at 4:00 pm, on the five-year budget for Fiscal-Years 2011/2012 through 2015/2016 – **CITY MANAGER GREG GARRETT GAVE REPORT; ADOPTED RESOLUTION NO. 11-03 APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR 2011/2012 AND PRELIMINARY BUDGET FOR FISCAL YEARS 2012/2013, 2013/2014, 2014/2015, AND 2015/2016**

Adopted Res. No. 11-03 Approving & Adopting The Budget For The Fiscal Year 2011/2012 & Preliminary Budget For Fiscal Years 2012/2013, 2013/2014, 2014/2015, & 2015/2016
Ve/Sm Ayes All

COUNCIL MEMBER REQUESTS

17. Councilmember Wiggins – Discussed re-districting of Kern County Supervisorial districts – **APPROVED PROPOSAL (ROUGH DRAFT OPTION 1) WHICH LEAVES DISTRICTS 1 AND 2 INTACT AND BALANCES DISTRICTS 3 AND 4 WITH MINOR CHANGES AND DIRECTED STAFF TO WRITE A LETTER TO EXPRESS OUR SUPPORT OF OPTION AND ENCOURAGED CITIZENS TO DO THE SAME.**

Directed Staff To Write A Letter In Favor Of Rough Draft Option 1
Re/Wi Ayes All

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Mayor Grimes commented on the success of the Chili Cook-Off.

ADJOURNMENT

The City Council/Boards adjourned at 7:21 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Tuesday, July 5, 2011, at 6:00p.m.

DENISE JONES
City Clerk, City of Tehachapi

Approved this 1st day
Of August, 2011.

ED GRIMES
Mayor, City of Tehachapi

MINUTES

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

BeeKay Theatre
110 South Green Street
Monday, July 5, 2011 – 6:00 P.M.

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

ACTION TAKEN

CALL TO ORDER

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

ROLL CALL

Roll call by City Clerk Denise Jones.

Present: Mayor Grimes, Councilmembers Vernon, Reed, & Wiggins

Absent: Mayor Pro-Tem Smith

INVOCATION

By Ron Barker from the First Baptist Church

PLEDGE TO THE FLAG

Led by Councilmember Vernon

CONSENT AGENDA

Approved consent agenda subject to removal of item *6 by Craig Britton and *12 by Stan Beckham.

Approved Consent Agenda
Subject To Removal Of Item
*6 & *12
Ve/Wi Motion Carried
Ab: Sm

AUDIENCE ORAL COMMUNICATIONS

1. General public comments regarding matters not listed as an agenda item were received from:
 - a. Stan Beckham, city resident, made comments and asked questions about the City budget.

Mayor Pro-Tem Smith took his seat at 6:07 p.m. at the dais.

- b. Craig Britton, city business owner, commented on Farmer's Market location and submitted a petition.
 - c. Lori McKenzie, Main Street, addressed Farmer's Market issues and submitted a petition.
 - d. Debbie Szydowski, city business owner, commented on Farmer's Market.
 - e. Mano Lujan, city business owner, talked about Farmer's Market
 - f. Gale Caldwell, city business owner, likes the current location of Farmer's Market.
 - g. Peggy Cowden, city business owner, supports current location of Farmer's Market.
 - h. Carl Gerhicke, city resident and business owner, brought up parking situation on Curry Street.
 - i. Rob Lugibihl, The Loop, read a letter of support for Farmer's Market from Cathie Sibley and spoke to the positive response to new location of Farmer's Market.
 - j. Anthony McDemuas, city business owner, introduced Discover Tehachapi Weekend program.
 - k. Barbara Tacadina, city business owner, thinks Farmer's Market is good for business and wants to make sure clean up is done immediately after events are over.
 - l. Alexander Kunstmann, city business owner, supports Farmer's Market.
2. Mayor Grimes presented a Certificate of Recognition to Mark Pestana.
 3. Mayor Grimes presented a Certificate of Recognition to The Loop.

CITY CLERK REPORTS

- *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 – **AUSTIN KALB, KENNETH WRIGHT AND DAVID BUSHMAN WERE PRESENT AND SPOKE TO COUNCIL.**

MAYOR GRIMES OPENED NOMINATIONS AT 6:38 PM.

All Ord. Read By Title Only
Ve/Wi Motion Carried
Ab: Sm

Gr Opened Nominations

ACTION TAKEN

<p>COUNCILMEMBER WIGGINS NOMINATED KENNETH WRIGHT.</p>	<p>Wi Nominated Kenneth Wright</p>
<p>COUNCILMEMBER VERNON NOMINATED DAVID BUSHMAN.</p>	<p>Ve Nominated David Bushman</p>
<p>MAYOR GRIMES DECLARED NOMINATIONS CLOSED AT 6:40 PM.</p>	<p>Gr Closed Nominations</p>
<p>MAYOR GRIMES, COUNCILMEMBERS SMITH, VERNON AND WIGGINS VOTED FOR KENNETH WRIGHT.</p>	<p>Gr, Ve, Sm & Wi Voted For Kenneth Wright (4 Votes)</p>
<p>MAYOR GRIMES, COUNCILMEMBERS SMITH, VERNON, REED AND WIGGINS VOTED FOR DAVID BUSHMAN.</p>	<p>Gr, Ve, Sm, Re & Wi Voted For David Bushman (5 Votes)</p>
<p>KENNETH WRIGHT AND DAVID BUSHMAN WERE DECLARED TEHACHAPI AIRPORT COMMISSIONERS, TERMS EXPIRING JUNE 30, 2015.</p>	<p>Appointed Kenneth Wright & David Bushman to The Tehachapi Airport Commission</p>
<p>*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 – THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA BY CRAIG BRITTON, CITY RESIDENT, TO ASK ABOUT FIRE PERMITS AND THE 20 FOOT ACCESS; BARBARA TACADINA, CITY BUSINESS OWNER, SUGGESTED VENDORS BE SUBJECT TO PENALTIES IF CLEAN UP TAKES TOO LONG; COUNCILMEMBER REED ASKED APPLICANT WHEN TENTS WILL BE REMOVED; COUNCILMEMBER WIGGINS EXPRESSED CONCERN OVER ROAD CLOSURE AFFECTING BUSINESSES; APPROVED THE FOOD & WINE FESTIVAL SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS</p>	<p>Approved The Food & Wine Festival Special Event Application & Associated Street Closures, Subject To City Conditions Ve/Wi Ayes All</p>
<p>*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 – APPROVED THE KERN FESTIVAL OF WRITERS SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURE, SUBJECT TO CITY CONDITIONS</p>	<p>Approved The Kern Festival Of Writers Special Event Application & Associated Street Closure, Subject To City Conditions Ve/Wi Motion Carried Ab: Sm</p>
<p>*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 – APPROVED THE WESTERN SHOOTOUT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURE, SUBJECT TO CITY CONDITIONS.</p>	<p>Approved The Western Shootout Special Event Application & Associated Street Closure, Subject To City Conditions Ve/Wi Motion Carried Ab: Sm</p>

ACTION TAKEN

*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 – **APPROVED THE COUNTY FAIR EVENT APPLICATION AND ASSOCIATED STREET CLOSURE, SUBJECT TO CITY CONDITIONS**

Approved The County Fair Event Application & Associated Street Closure, Subject To City Conditions
Ve/Wi Motion Carried
Ab: Sm

FINANCE DIRECTOR REPORTS

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

Authorized Payments
Ve/Wi Motion Carried
Ab: Sm

CAPITAL PROJECTS 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 – **CHRIS KIRK GAVE REPORT; MAYOR GRIMES ASKED IF HE COULD VOTE ON ITEM SINCE HE IS ON EKAPCD; COUNCILMEMBER REED ASKED WHICH DEPARTMENT IS GETTING THE VEHICLE AND CLARIFIED THAT THE CITY IS GETTING HALF A CAR; COUNCILMEMBER WIGGINS COMMENTED ON GRANT WRITING PROCESS; BARBARA TACADINA ASKED FOR CLARIFICATION; APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE EKAPCD FOR MVERP GRANT FUNDING**

Approved The Agreement Between C.O.T. & EKAPCD For MVERP Grant Funding
Wi/Re Ayes All

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 – **THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA BY STAN BECKHAM TO ASK FOR CLARIFICATION OF POLICY; APPROVED THE FRAUD POLICY AND ADOPTED RESOLUTION NO. 30-11.**

Approved The Fraud Policy & Adopted Res. No. 30-11
Re/Sm Ayes All

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

Gave Report

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Wiggins thanked David James for attending meeting in Bakersfield regarding re-districting.

2. Councilmember Smith asked staff to go over water report and addressed closure of F Street & Curry Street during Mountain Festival.
3. Councilmember Vernon reported on the KernEDC meeting she attended at Tejon Ranch and asked about putting information on the City website.
4. Councilmember Reed thanked Carl Gerhicke for putting on the fireworks show.
5. Mayor Grimes reported on the success of the Warrior pancake breakfast.

CLOSED SESSION

1. Conference with legal counsel regarding potential litigation (1 case) per Government Code Section 54956.9(c) – **HIRE THE LAW FIRM OF RICHARDS, WATSON & GERSHAN TO ADVISE THE CITY ON PLANNING MATTERS IN THE UNINCORPORATED AREA.**

Hire The Law Firm Of
Richards, Watson & Gershan
To Advise The City On
Planning Matters In The
Unincorporated Area
Re/Ve Ayes All

ADJOURNMENT

The City Council/Boards adjourned at 7:25 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, July 18, 2011, at 6:00p.m.

DENISE JONES
City Clerk, City of Tehachapi

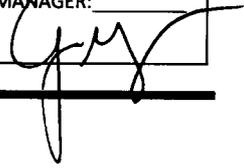
Approved this 1st day
Of August, 2011.

ED GRIMES
Mayor, City of Tehachapi

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: 

CITY MANAGER: 

AGENDA SECTION: CITY CLERK

MEETING DATE: AUGUST 1, 2011

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 25, 2011

SUBJECT: AVYRA RODEO EVENT

APPLICANT AND ORGANIZATION

Jeremiah Soto, Antelope Valley Youth Rodeo Association

EVENT DESCRIPTION

The AVYRA Rodeo Event will be held from 9/17/11-9/18/11 starting at 7:00 am on 9/17 and ending at 7:00 pm on 9/18.

APPLICANT REQUESTS

- Use of the Tehachapi Rodeo Grounds
- Waiver of \$600 fee for use of the Tehachapi Rodeo Grounds.

STAFF CONDITIONS

Community Development: Entrance and parking area to the Rodeo Grounds must be watered down to prevent dust.

DISCUSSION

City staff has considered the request by the Antelope Valley Youth Rodeo Association for the waiver of use fees and has determined that, due to budgetary constraints, it is no longer feasible for the city to offset the costs of organizations, non-profit or other, for city incurred fees and as such, would recommend not waiving the use fee.

RECOMMENDATION

APPROVE THE AVYRA RODEO SPECIAL EVENT APPLICATION, REQUEST FOR THE USE OF THE TEHACHAPI RODEO GROUNDS AND AGREEMENT, SUBJECT TO CITY CONDITIONS, CITY ATTORNEY APPROVAL OF INSURANCE AND NOT APPROVE THE FEE WAIVER REQUEST.



SPECIAL USE/EVENT APPLICATION

Organization AVYRA (Antelope Valley Youth Rodeo Association)

Event Contact Jeremiah Soto Phone Number +1 (661) 998-9767

Address PO Box 104

City Tehachapi State CA Zip Code 93581

E-mail Address jeremiah.t.soto@gmail.com

Event Name AVYRA Youth Rodeo, Tehachapi

Event Location Tehachapi Rodeo Grounds

Event Date(s) Sept. 17-18, 2011 Event Time(s) 7AM-7PM

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

For a thorough description of our event, please see our website : <http://avyrarodeo.org/aboutus.aspx> (print also attached...)

Is the event open to the Public?

Yes

No

→ NOT AS PARTICIPANTS, BUT SPECTATORS ARE WELCOME! (PARTICIPANTS MUST BE ENTERED IN THE EVENT PRIOR.)

Is event for money raising purposes?

Yes

No

→ NOT STRICTLY A FUND RAISING EVENT, BUT A YOUTH SPORTS EVENT.

If Yes, what will the proceeds be used for? Year-end awards for this youth sports program.

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 AVYRA Youth Rodeo, Tehachapi

Event Date(s) Sept. 17-18, 2011

Please Describe How The Following Will Be Accomplished:

Street Barricades AVYRA

Traffic Control AVYRA

Crowd Control AVYRA

Utility Services: Water, Sewer, Electric AVYRA

Lights _____

Dust Control AVYRA

Site Clean-up & Maintenance AVYRA

Security AVYRA

Site Facilities AVYRA

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

[Handwritten Signature]

Date

2/11/11

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;

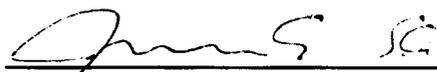
(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(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
2011/07/01

Date



Event Name

AVYRA Youth Rodeo

Date

9/17-18/2011

Department

[Empty box for Department]

Comments

[Large grid of empty rows for comments]



Antelope Valley Youth Rodeo Association

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[Rulebook](#)

[Rodeo Entry](#)

[Membership](#)

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About Us

AVYRA has 8 rodeos from February to September and a two day Finals Rodeo in October. See below for eligibility.

Day Awards:

At each of the 8 rodeo's, AVYRA awards Trophies to First Place and Ribbons to Second thru Fifth Place to all Little Britches and PeeWee Division contestants. In addition, AVYRA awards cash payouts to the Junior and Senior Divisions. The number of payouts is dependent upon the number of entries per event. For payout amount, see payout schedule under the Yearend Standings tab.

At the Finals, AVYRA will present awards to the average winners in each event for the two days for each Division. Number of places will depend upon available funds. **No cash payouts will be awarded at the finals.**

Yearend Awards:

Yearend awards are based on total points for all rodeos including the finals in each event. All around points are a total of contestant points for every event at all rodeos.

At each of the 8 rodeos, points are awarded to first thru tenth place in each event. See points chart in Yearend Standing tab.

At the Finals, points are awarded to first thru tenth place in each event for each day. In addition, another set of points are awarded to first thru tenth place in the average for the weekend in each event. **Average is based on times, not placings.**

At the Banquet in January, AVYRA will present awards to first thru tenth place for each event and first place to the all around winners in each division. **Also, being a family oriented association, every child that is eligible for yearend awards will be called up on stage and awarded for being a participant even if they are not in the top ten in one of their events.**

Membership Information

- Prior to Entering a Rodeo the following items must be received from each contestant:
 - Notarized Family Membership Form & Fees
 - Signed Helmet Release
 - Copy of Birth Certificate
 - Copy of Insurance Card
- Membership Fee: \$50 per Family/Year
 - Includes parents and one contestant
 - \$25 each additional contestant
- Day Permits Available in lieu of Membership Fees
 - \$25 per contestant at each rodeo.
 - Day Permits are NOT eligible for points or yearend awards.
 - Day Permits are not eligible to compete in Rodeo Finals and do not count for rodeo's entered for finals.

To be eligible for yearend awards

All of the following requirements must be met by the required dates:

- Must be a Member, prior to entering rodeo
- **Must enter at least 60% of all rodeo's as a member** (per event entered)
 - **This means, in each event, a contestant must enter at least 6 out of the all 10 Rodeo's to be eligible for yearend awards.**
- Must complete Family Obligation/Donation of \$100 per Family, includes one contestant, and \$50 for each additional contestants **on or before the fourth Rodeo**. In lieu of cash, you can bring in a cash sponsorship of at least \$250.

Rodeo Finals Eligibility:

All of the following requirements must be met to be eligible to compete in the Yearend Rodeo Finals:

- Must be a Member in good standings
- Must enter at least 60% of all rodeo's (per event entered)
 - **This means, in each event, a contestant must enter at least 5 out of the first 8 regular rodeo's to be eligible for the finals.**

Events & Entry Fees

- LB Goat Ribbon Jerking \$15
- LB Stick Horse Pole Bending \$15
- LB Stick Horse Barrel Racing \$15
- PW Dummy Roping \$15
- PW Goat Tying \$15
- PW Pole Bending \$15
- PW Barrel Racing \$15
- Calf Riding (Ages 4yrs to 10yrs) \$25
- Steer Riding (Ages 11yrs to 13yrs) \$25
- JR Girls Goat Tying \$25
- JR Mixed Pole Bending \$25
- JR Girls Barrel Racing \$25
- JR Girls Breakaway \$25
- JR Boys Breakaway \$25
- JR Mixed Steer Stopping \$25
- JR Boys Calf Tying \$25
- JR/SR Mixed Team Roping \$25 ea.
- JR/SR Mixed Ribbon Roping \$25 ea.
 - (Girl/Boy teams only)
- SR Girls Goat Tying \$25
- SR Girls Pole Bending \$25
- SR Girls Barrel Racing \$25
- SR Girls Breakaway \$25
- SR Mixed Steer Stopping \$25
- SR Boys Calf Roping \$25
- SR Boys Chute Dogging \$25

Awards at each Rodeo

(excluding two day July rodeos & finals)

- **All-Around awards for top Girl & Boy in each age division** (only one all around award for entire Little Britches Division)
- **Little Britches & Pee Wees**
 - Trophies for First Place
 - Ribbons for Second thru Fifth
 - Participation Ribbons for all others
- **Juniors & Seniors**
 - Cash Payouts (number of places paid depend upon number of entries)

Yearend Awards

- Awards given to tenth place in each event
 - Participation awards given to any contestant not placing in the top ten in any event.
 - Saddles given to All Around winners
 - One Boy in each age division*
 - One Girl in each age division*
- *(Only one All Around Saddle for entire Little Britches Division, not one for each)
- High Point All Around winners (Girl & Boy) will receive a Two Horse Trailer in lieu of the Saddle
 - Scholarship Awards to all event and all-around winners in the Senior age division.

To be eligible for yearend awards, all of the following requirements must be met by the required dates:

- Must be a Member, prior to entering rodeo
- **Must enter at least 60% of all rodeo's as a member** (per event entered)
- Must complete Family Obligation/Donation of \$100 per Family, includes one contestant, and \$50 for each additional contestants **on or before the fourth Rodeo**. In lieu of cash, you can bring in a **cash** sponsorship of at least \$250.

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RECEIVED

JUL 05 2011

CITY OF TEHACHAPI

Antelope Valley Youth Rodeo Association
Jeremiah Soto
PO Box 104
Tehachapi, CA 93581
June 20, 2011



Tehachapi City Council
City Hall
115 South Robinson Street
Tehachapi, CA 93561

Dear Sir or Madam:

The Antelope Valley Youth Rodeo Association, better known as AVYRA, is a non-profit family oriented association for supporting our western minded youth. Our association believes that rodeo builds a strong foundation of character, self-esteem, confidence, sportsmanship and brings families together through the great sport of rodeo. This non-profit association is run strictly by volunteers.

Last year we had a very successful rodeo here in Tehachapi thanks to your help! Prior to that, it had been +seven years since the AVYRA had a rodeo in our home town. Our association gained five new family members from the area and in turn, through our fundraiser we were able to send some money to two junior rodeo girls who were involved in a serious fire, to help with injury related expenses.

We were very pleased that the Tehachapi City Council approved to donate the Tehachapi Rodeo Arena last year for our event September 11-12, 2010. I am writing to request your same donation this year, September 17-18, 2011. We appreciate your time and would be very grateful for your approval to donate our city's arena.

Thank you for your time!

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremiah Soto".

Jeremiah Soto
Vice President/Parent - AVYRA

For more information about the AVYRA, please visit our website at: www.avyrarodeo.org

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011, by ANTELOPE VALLEY YOUTH ASSOCIATION (the "Vendor") who hereby makes this Agreement in favor of and for the benefit of the CITY OF TEHACHAPI, a municipal corporation (the "City"):

1. In consideration for City allowing Vendor to utilize City's rodeo grounds and other facilities (the "Facilities") for the AVYRA Youth Rodeo to be held on September 17-18, 2011 (the "Activities"), Vendor hereby agrees to indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City and its officers, Councilpersons, commissioners, employees and agents from and against all claims, actions, judgments, damages and costs (including attorney's fees) from injuries or damages arising out of or relating in any way to Vendor's use of the Facilities for the Activities or any act or omission by Vendor irrespective of any contribution by City to same.

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

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

3. In further consideration for City allowing Vendor to utilize the Facilities for Vendor's Activities, Vendor agrees as follows:

a) To require each participant in the Activities to execute an Agreement and Release of Liability in the form attached as Exhibit "A" hereto (the "Release") and provide the original of same to City, and to prohibit any person from participating in the Activities who has not signed a Release; and

b) To obtain a comprehensive general liability insurance policy from an admitted insurer or, alternatively, from an insurer rated A:VII in the latest edition of Best's Key Rating Guide in amounts not less than \$1 million per occurrence covering the Facilities and the Activities and including an endorsement naming City, its officers, councilpersons, commissioners, employees, and agents as additional insured and describing the policy as primary to City's policy with regard to the Activities and providing City with ten (10) days prior written notice of any cancellation of the policy or reduction in its coverage, and to provide City with a certificate of insurance prior to use of the Facilities showing the policy in full force and effect and in compliance with the foregoing; and

c) That no alcoholic beverages may be sold on the Facilities nor may they otherwise be brought into the Facilities or consumed on the Facilities without City's written consent and, if City consents, that Vendor will acquire a liability policy of insurance covering claims relating to such sales of alcoholic beverages.

4. The parties agree that payment will be made to the City of Tehachapi in amount of \$600.00 for use of the Facility. In addition, a deposit of \$500.00 is required for cleaning and/or damage to the Facility; the deposit is refundable upon final inspection of the Facility after breakdown of the event. All funds to be paid seven days prior to the event.

5. The parties agree that a facsimile copy of this signed Agreement shall constitute an original for all purposes.

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

ED GRIMES, Mayor
City of Tehachapi, California

VENDOR

By: _____

Name:

Title:

PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY
(FOR ALL PERSONS 18 YEARS OF AGE OR OLDER)

I, _____, HEREBY ACKNOWLEDGE that I have voluntarily applied to participate in the 2011 Youth Rodeo sponsored by the Antelope Valley Youth Rodeo Association_ at the City of Tehachapi Rodeo Grounds on September 17-18, 2011 which will result in my riding livestock and/or saddle animals or similar activities and participate in actions which create the risk of my being thrown from or jumping from such livestock or saddle animals and will further create the risk of being kicked, stepped on, run over, or otherwise physically contacted by such livestock or saddle animals.

I AM AWARE THAT SUCH RODEO PARTICIPATION IS A DANGEROUS AND HAZARDOUS ACTIVITY, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY OR DEATH AS A RESULT THEREOF.
PLEASE INITIAL _____

AS LAWFUL CONSIDERATION for being permitted to participate in these activities and use the rodeo ground facilities, I hereby agree that I, my heirs, distributees, guardians, legal representatives and assigns will not make a claim against, sue, attach the property of, or prosecute the CITY OF TEHACHAPI or its officers, councilmembers, commissioners, employees, or agents as a result of my participation in the rodeo activities. In addition, I hereby release and discharge the CITY OF TEHACHAPI and its officers, councilmembers, commissioners, employees, and agents from all actions, claims or demands, I, my heirs, distributees, guardians, legal representatives, or assigns now have or may hereafter have for injury (including death) or damage resulting from my participation in said Rodeo Activities.

It is understood and agreed that this Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, and all rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived. Said section reads as follows:

"1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF TEHACHAPI AND SIGN IT OF MY OWN FREE WILL.

DATE

SIGNATURE

PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY
(FOR PARTICIPANTS UNDER 18 YEARS OF AGE)

I, _____, as parent/guardian of the minor who has voluntarily applied to participate in the 2011 Youth Rodeo sponsored by the Antelope Valley Youth Rodeo Association_ at the City of Tehachapi Rodeo Grounds on September 17-18, 2011 which will result in him/her riding livestock and/or saddle animals or similar activities and participate in actions which will create the risk of him/her being thrown from or jumping from such livestock or saddle animals and will further create the risk of being kicked, stepped on, run over, or otherwise physically contacted by such livestock or saddle animals.

I AM AWARE THAT SUCH RODEO PARTICIPATION IS A DANGEROUS AND HAZARDOUS ACTIVITY, AND THAT THE MINOR IS VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY OR DEATH AS A RESULT THEREOF. PLEASE INITIAL _____

AS LAWFUL CONSIDERATION for being permitted to participate in these activities and use the rodeo ground facilities, I, on behalf of the minor, agree that the minor, his/her heirs, distributees, guardians, legal representatives and assigns will not make a claim against, sue, attach the property of, or prosecute the CITY OF TEHACHAPI or its officers, councilmembers, commissioners, employees, and agents as a result of his/her participation in the rodeo activities. In addition on behalf of the minor, I hereby release and discharge the CITY OF TEHACHAPI and its officers, councilmembers, commissioners, employees, and agents from all actions, claims or demands, the minor, his/her heirs, distributees, guardians, legal representatives, or assigns now have or may hereafter have for injury (including death) or damage resulting from his/her participation in said rodeo activities.

It is understood and agreed that this Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, and all rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived. Said section reads as follows:

"1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

ON BEHALF OF THE MINOR I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF ON BEHALF OF THE MINOR AND THE CITY OF TEHACHAPI AND SIGN IT OF MY OWN FREE WILL.

DATE

SIGNATURE OF PARENT/GUARDIAN

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD:

CITY MANAGER:

AGENDA SECTION: CITY CLERK

MEETING DATE: AUGUST 1, 2011

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 26, 2011

SUBJECT: GO NATIVE!

APPLICANT AND ORGANIZATION

Julie Turner, Kawaiisu Language and Cultural Center

EVENT DESCRIPTION

The Kawaiisu Language and Cultural Center's Go Native event will be held on 9/03/2011 starting at 10 am and ending at 6 pm. This event will be held on South Hayes Street from Tehachapi Blvd to the alley north of East F Street. This event is open to the public.

APPLICANT REQUESTS

- Closure of South Hayes Street from Tehachapi Blvd. to the alley north of East F 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 KAWAIIISU LANGUAGE AND CULTURAL CENTER'S GO NATIVE SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS



SPECIAL USE/EVENT APPLICATION

Organization Kawaiisu Language and Cultural Center

Event Contact Julie Turner Phone Number +1 (661) 366-0497

Address 5009 Laguna Street

City Bakersfield State CA Zip Code 93306

E-mail Address meindiangirl@sbcglobal.net

Event Name GO NATIVE

Event Location 426 East Tehachapi Blvd, Tehachapi, CA

Event Date(s) September 3, 2011 Event Time(s) 10 am to 6 pm

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

Native American cultural artist gathering. Street to be closed S. Hayes Street at Tehachapi Blvd to the first alley on the west side of S Hayes Street between S Hayes Street and East F street. Activities will be Native American Artists demonstrations of Native traditional arts such basket weaving, milkweed cordage, acorn preparing, traditional dancers, singers, drumming, hands on activities for anyone wanting to learn how to start a coiled basket, twined basket, milkweed cordage, bead work, all Native American crafts. The event is open to the public, everyone is invited to participate in all native arts activities. Food and drinks will be available to purchase and food will be prepared by Red House BBQ, no alcohol will be sold at event site.

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? Native American cultural activities

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 GO NATIVE!

Event Date(s) SEPT. 3, 2011

Please Describe How The Following Will Be Accomplished:

Street Barricades S. Hayes Street at Tehachapi Blvd to first alley, west side of S Hayes Street between S Hayes Street and East F street

Traffic Control n/a

Crowd Control n/a

Utility Services: Water, Sewer, Electric n/a

Lights n/a

Dust Control n/a

Site Clean-up & Maintenance Kawaiisu Language and Cultural Center Event staff

Security N/A

Site Facilities Inside Red House BBQ, and Port a potties

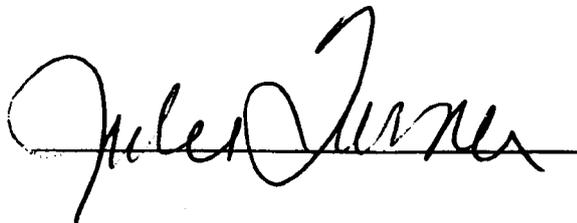
Health Dept. _____

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



Date 05-23-2011

Office Use Only

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date _____

Time _____

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

Notes

July 18th Council Meeting

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;

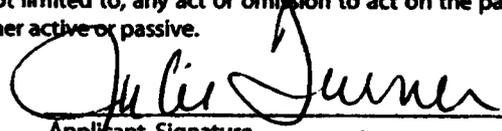
(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(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
5-23-2011

Date

Event Name

Go Native

Date

9/3/2011

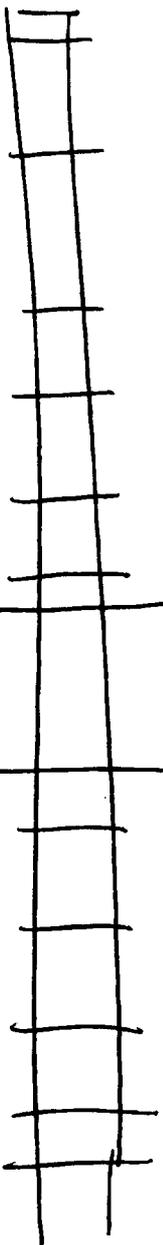
Department

[Empty box for Department entry]

Comments

[Large grid area for handwritten comments]

GPO Native
Sept 3, 2011



E. Tehachapi Blvd

RED HOUSE
BRD
426 E. Tehachapi Blvd

V. Hayes

← Closed at
S. Hayes St &
E. Tehachapi Blvd

Alley

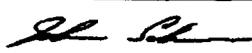
← Closed at Alley &
S. Hayes St

E F ST

91147

NO. DR (2011/2012)

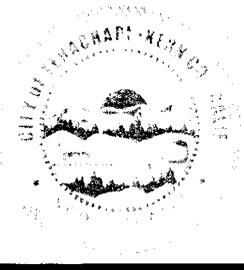
CERTIFICATE OF INSURANCE
SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP

FACILITY OWNER (Additional Insured):			PRODUCER:		CA License #0757776	
CITY OF TEHACHAPI 115 SOUTH ROBINSON STREET TEHACHAPI, CA 93561			HUB INTERNATIONAL INSURANCE SERVICES INC. P.O. BOX 4047 CONCORD, CA 94524-4047 PH: 925-609-6500 FX: 925-609-6550 specialevent@hubinternational.com			
EVENT HOLDER (Named Insured/Member):			EVENT INFORMATION			
KAWAIIISU LANGUAGE & CULTURAL CENTER 5009 LAGUNA STREET BAKERSFIELD, CA 93306			TYPE: ART FESTIVAL			
			DATE(S): 09/03/2011			
			LOCATION: SOUTH HAYES STREET			
			ATTENDANCE:	200-300	CLASS:	I
This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated above. 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.						
Insurers: Insurer A: Colony Insurance Company						
INSR LTR	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits	
A	Commercial General Liability	AR6360147	1/1/2011	1/1/2012	Each Occurrence	\$1,000,000
					Personal & Advertising Injury	\$1,000,000
					General Aggregate	\$2,000,000
					Products/Completed Operations Aggregate	\$2,000,000
					Damage to Premises Rented to You	\$500,000
					Medical Payments	\$5,000
COVERAGE TERMS						
Occurrence Form (CG 0001) Host Liquor Liability Included Full Liquor Liability Included when a separate premium has been charged. <u>All participants in athletic activities are required to sign Release and Waiver of Liability forms.</u>			The coverage afforded by this insurance is primary and not contributing with any insurance held by the "ADDITIONAL INSURED", WHEN REQUIRED BY WRITTEN CONTRACT. The limits of insurance apply separately to each event insured by this policy as if a separate policy of insurance has been issued for that event. Who is an insured is amended to include as an additional insured the "Facility Owner - Additional Insured" above and any person or organization shown in the schedule below. This insurance does not apply to: any "occurrence" which takes place after the event holder ceases to be a tenant in that premises. This insurance applies only to: an "occurrence" which takes place during the dates indicated under "Event Information" above.			
COVERAGE EXCLUSIONS (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS):						
-Sexual Abuse & Molestation -Terrorism			Specific Events are excluded from coverage. Please see reverse side for list of excluded events.			
On behalf of the Risk Purchasing Group and each member, the trustee has declined coverage for the Terrorism Risk Insurance Act (TRIA).						
OTHER ADDITIONAL INSURED:						
THE CITY OF TEHACHAPI, ITS COUNCIL MEMBERS, OFFICERS, EMPLOYEES AND AGENTS 115 SOUTH ROBINSON STREET, TEHACHAPI, CA 93561						
CANCELLATION: Should the above described policy(s) be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed.						
AUTHORIZED REPRESENTATIVE:					DATE ISSUED:	05/24/2011

SPECIFIC EVENT EXCLUSIONS

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

Aircraft / Aviation
All Terrain Boarding
Ballooning or Balloon Rides
Base Jumping
Bouldering Events
Boxing, Wrestling, Hockey, Contact Karate, Contact Martial Arts
Bungee Jumping
Carnival Rides
Circuses
Concerts with performance exceeding 6 hours of performance time
Contact Sports
Diving
Football (except passing camps with no contact drills)
Gaga Dodgeball
Hang Gliding
Jousting
Kayaking, Rafting or Canoeing in greater than Class 3 rapids
Lacrosse & Rugby
Mechanical Amusement Rides or Services
Motorized Sporting Equipment
Mosh Pits
Mountain Biking
Power Boat Racing
Professional Sporting Activities -- Games, Racing or Contests of a Professional Nature
Pyrotechnics & Explosives
Rap or Heavy Metal Concerts
Raves
Rock Climbing
Rodeo & Roping Events
Scuba Diving
Sky Diving
Tractor or Truck Pulls



COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: AUGUST 1, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 26, 2011

SUBJECT: 48TH ANNUAL TEHACHAPI MOUNTAIN FESTIVAL

APPLICANT AND ORGANIZATION

Ida Perkins, Greater Tehachapi Chamber of Commerce

EVENT DESCRIPTION

The 48th Annual Mountain Festival will be held from 8/19/2011 – 8/21/2011. This festival will encompass many events with various street closures throughout downtown. This event is open to the public.

APPLICANT REQUESTS

- Closure of F Street from Curry Street to South Robinson Street 8/21/11
- Closure of South Green Street from Tehachapi Blvd. to D Street 8/21/11
- Closure of Mojave Street from Pepper Drive to E Street 8/20/11 – 8/21/11
- Closure of E Street from Mojave Street to South Robinson Street 8/20/11 – 8/21/11
- Closure of F Street from Kmart to Snyder Street 8/20/11 (subject to change due to construction)
- 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.

Building Inspector: (see attached)

RECOMMENDATION

APPROVE THE 48th ANNUAL TEHACHAPI MOUNTAIN FESTIVAL SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES AND AGREEMENT SUBJECT TO CITY CONDITIONS

**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),
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,
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,
4. Electrical wiring shall be protected from damage and electrical systems shall be grounded. Electrical outlets shall be GFI protected,
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,
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**



SPECIAL USE/EVENT APPLICATION

Applicant's Name Ida Perkins Cell 661-345-8146
Phone Number 661-822-4180

Organization Greater Tehachapi Chamber of Commerce

Address 209 E. Tehachapi Blvd, PO Box 401

City Tehachapi State CA Zip Code 93581

Event Contact Ida Perkins Cell 661-345-8146
Phone Number 661-822-4180

Address 209 E. Tehachapi Blvd, PO Box 401

City Tehachapi State CA Zip Code 93581

Event Date(s) Aug 19th through 21, 2011 Event Time(s) Varies - see attached event binder

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

40th Annual Tehachapi Mountain Festival - See Attached Event Binder

Open to Public? Yes No

Is event for money raising purposes? Yes No

If Yes, what will the proceeds be used for? To fund chamber programs

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If Yes, what is A.B.C. Permit No? will be applied for on July 19, 2011

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 Ida Perkins

Date 5/31/11

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

Special Event Information Sheet

Event Applicant Name <u>Ila Perkins</u> Address <u>PO Box 401</u> City <u>Tehachapi</u> State <u>CA</u> Zip Code <u>93581</u> Phone Number <u>822-4180 - cell 345-8146</u>	Facility/Property Owner Name _____ Address _____ City _____ State _____ Zip Code _____ Phone Number _____
Signed By <u>Ila Perkins</u>	Signed By _____

Site Information <u>See attached event binder</u>	
Address _____	Land Use _____
APN _____	Water _____
Size _____	Sewer _____
Types of Bldgs _____	Electric _____
No. of Bldgs _____	Other _____

Complete Event Description (Dates, Hours, Activities, Participation, Etc.) SPECIFIC DATES AND TIMES OF ANY STREET CLOSURES AND THE RE-OPENING DATES AND TIMES ARE REQUIRED.

See Attached Event Binder

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

Please Describe How The Following Will Be Accomplished: See Attached event binder

Street Barricades _____

Traffic Control _____

Crowd Control _____

Utility Services: Water, Sewer, Electric _____

Lights _____

Dust Control _____

Site Clean-up & Maintenance _____

Security _____

Site Facilities _____

Health Dept. _____

GENERAL REGULATIONS

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

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

FOOD AND ALCOHOL REGULATIONS

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

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

FEE AND DEPOSIT SCHEDULE

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

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

SECURITY PERSONNEL

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

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

LIABILITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION

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


Applicant Signature _____
Date 5/31/11 _____

Sign off and return this page only, keep the application for your records.

Event Name

Tehachapi Mountain Festival

Date

8/19-21/2011

Department

Comments

AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2011, by and between the CITY OF TEHACHAPI, hereinafter referred to as "City," and the GREATER TEHACHAPI CHAMBER OF COMMERCE, hereinafter referred to as "Licensee,"

WITNESSETH:

WHEREAS, Licensee wishes to use City facilities (the "Facilities") to conduct the annual Tehachapi Mountain Festival; and

WHEREAS, City is agreeable to granting Licensee a license to used the Facilities to conduct the Tehachapi Mountain Festival under the following terms and conditions.

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

1. **LICENSE**. City hereby grants to Licensee a revocable license and right to enter upon and have use of the Facilities as more particularly described in the attached Exhibit "A", which is made a part hereof by this reference, for the purpose of conducting the Tehachapi Mountain Festival.

2. **TERM**. The term of this license shall be from August 15, 2011 to August 21, 2011. The hours of use shall be from 7:00 a.m. to 11:00 p.m. each day.

3. **FEE**. No fee shall be charged by City to Licensee.

4. **INSURANCE**.

(A) Licensee shall purchase and maintain in force during the term of this license and any extensions thereof and for the location described herein comprehensive general liability insurance in an amount not less than \$1,000,000.00 per occurrence with the following coverages and extensions of coverage:

(1) Bodily injury, including death resulting therefrom, and property damage liability;

(2) Bodily injury including death resulting therefrom, and property damage arising out of operations performed for Licensee by independent contractors;

(3) Bodily injury, including death resulting therefrom, and property damage occurring to persons or property located off the Facilities but arising out of the activities conducted under this agreement.

(4) Non-owned automobile liability for on-premises and off-premises activity;

(5) Coverage for all loading or unloading of vehicles on-premises and off-premises to the extent that said off-premises loading is related to the activities to be conducted under this license;

(6) For bodily injury, including death resulting therefrom, and property damage for all employees, volunteers, or other persons performing services for the Licensee and to the spouses, children, parents, brothers or sisters of said employees, volunteers, or other persons performing services for the Licensee;

(7) Contractual coverage for Licensee's obligations under this agreement including but not limited to the obligation to indemnify City as set forth in Article 5 herein;

(8) For the year 2011, Licensee shall not be required to provide products liability for all products distributed whether by sale or otherwise by all individuals, organizations, or other legal entities at the festival;

(9) Liquor legal liability and host liquor liability;

(10) Hazard liability and completed operations hazard liability.

(B) All insurance policies of Licensee shall include the City and all of its agents, officers, Councilmembers, commissioners, employees, and representatives as additional insureds.

(C) All insurance policies of Licensee shall be issued by an insurance company authorized to do business in the State of California and shall be approved by City.

(D) Said insurance shall be primary coverage insurance and no insurance of City shall be called upon to contribute to a loss under the limits of Licensee's insurance.

(E) Said insurance shall not be subject to cancellation or coverage reduction without fifteen (15) days prior written notice to City.

(F) Licensee shall provide City on or before August 1, 2011 with a duly certificated Certificate of Insurance or Certificates of Insurance evidencing that the policy or policies have been issued and are effective and comply with the requirements of the Article

4. Licensee shall further provide City on or before August 1, 2011 with a facsimile of said insurance policy or policies.

(G) Licensee shall require all concessionaires to have a comprehensive general public liability insurance policy in an amount not less than \$1,000,000 per occurrence covering their activities at the Mt. Festival. Policy must have a rating A: VII from the most recent A.M. Best Key Rating guide. Concessionaire shall provide City with a certificate of insurance reflecting that the foregoing coverage is in full force and effect and endorsements to their insurance policies naming City, its Councilmembers, commissioners, officers, employees and agents as additional insured and agreeing to notify City at least thirty (30) days in advance of any cancellations of the insurance policy or reduction in its coverage and describing the coverage as primary to any insurance maintained by City. City also retains the right to request a copy of any insurance policy including the declarations page and all exclusions and endorsements for review. All of the foregoing shall be subject to City's review and approval. If any concessionaire does not have such insurance, Licensee shall prohibit said concessionaire from operating at the Facilities.

(H) In the event of cancellation of any of the insurance described herein, or any portion of said insurance, Licensee shall immediately cease all operations under this license and vacate the Facilities. The City Manager shall have the right to terminate all operations in the event Licensee fails or refuses to do so.

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

6. **OBLIGATIONS OF LICENSEE.** In addition to all other requirements set forth in this agreement to be performed by Licensee, Licensee, at its sole cost and expense, shall:

(A) Provide sufficient security personnel at the Facilities and the areas immediately adjacent to the Facilities throughout the term of this Agreement and to the satisfaction of the City Manager. Said security personnel shall be adequate to police the activities of all participants in and visitors to Licensee's activities at the Facilities and the areas immediately adjacent thereto during the term of this agreement;

(B) Furnish such personnel as are necessary to control and direct parking, give traffic directions, and provide crowd control in the manner and to the satisfaction of the City Manager. Licensee shall furnish, at its own expense, such crowd control barriers as are necessary for the safety of the public;

(C) Provide all necessary sanitary facilities to accommodate the expected crowds throughout the term of this agreement and provide adequate medical facilities including an ambulance and first aid facilities throughout the term of this agreement;

(D) Obtain all licenses, permits, and other authorizations required by applicable agencies, promptly pay and discharge all lawful taxes and assessments which may be levied by any federal, state, county or other tax levying body or any taxable interest of Licensee as well as all taxes and assessments on taxable personal property of whatever nature owned by Licensee and located on the premises, and promptly pay all excise, license, sales, and permit fees of whatever nature applicable to the operation of Licensee's business;

(E) Insure that adequate and proper access for operators, concessionaires, visitors, participants, and emergency vehicles to the Facilities be provided and maintained at all times during the term of this agreement and set aside, identify by appropriate signage, and keep clear for use a passenger loading area at Facilities equal in length to two regulation automobile parking spaces to be used exclusively for the loading and unloading of persons with restricted mobility including the handicapped, elderly, and infirm; and

(F) Be responsible for and perform all repair and maintenance of all areas of the Facilities impacted by its activities under this Agreement and be responsible for and perform all clean up and removal of any and all trash, debris, barricades, concession stands, signs, and all such other items arising out of Licensee's activities under this Agreement and Licensee shall restore the area to the condition existing immediately prior to the commencement of Licensee's activities under this Agreement. Said clean up, repair and maintenance shall be conducted and completed pursuant to the requirements of Article 10 set forth hereinafter.

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

8. **ADVERTISING CONTENT AND PROMOTION.** Licensee shall be solely responsible for promoting and advertising its events. Licensee shall not refer to City, its officers, Councilmembers, commissioners, employees or agents in any manner whatsoever. All such promotion and advertising shall be at the sole expense of Licensee.

9. **INCOME.** Except as otherwise required herein, Licensee shall be exclusively responsible for all concession and admission fee arrangements. All income generated thereby shall be the exclusive property of Licensee.

10. **CLEAN UP AND DAMAGES.** If, in the sole opinion of City, Licensee fails to perform its obligations set forth hereinafter concerning clean up and repair of damages, City may, at its sole option, perform such clean up and repairs for the account of Licensee.

Clean up of the Facilities shall be the responsibility of Licensee and shall be completed not later than 1:00 p.m. on Monday, August 22, 2011. Licensee shall cause to be repaired at its own expense any and all damage to the Facilities which damage has been caused by Licensee, its agents, employees, volunteers, concessionaires, contractors, security personnel, officials, participants, or by spectators or visitors at the Mountain Festival. Repairs shall be accomplished by Licensee no later than August 30, 2011, unless said repairs cannot reasonably be made within said period, in which case said repairs shall be completed within a reasonable time.

Failure by Licensee to clean up or to make such repairs in a timely fashion shall constitute a breach of this Agreement. In the event of such failure, City, at its option, may perform clean up and make such repairs and deduct the cost thereof from the cleaning deposit to the extent that said deposit is sufficient to cover the costs, and if it is not, City may, at its sole option, charge Licensee the amount of said clean up and repairs.

11. **SAFETY.** Safety shall be the keynote of the activities carried on by Licensee under this Agreement and anyone, whether a representative of Licensee, a participant, concessionaire, contractor, security personnel, spectator or visitor or any other person at the Facilities during the term of this Agreement deemed to be acting in a manner inappropriate with the requirement of safety to himself or herself or others shall be expelled from the Facilities and barred from reentry. It shall be the duty of Licensee to insure that safety will

be observed at all times and Licensee shall take all steps necessary, including expulsion, in the event Licensee feels that safety is being compromised or violated. If, at any time, the City Manager or, in the City Manager's absence, the highest official representative of City at the Facilities is of the opinion that Licensee is not fulfilling its requirement hereunder, the City Manager or other City personnel may stop any and all activities of Licensee or, in the alternative, expel those individuals felt to be compromising safety. Other applicable enforcement agencies shall have full authority to order such activities stopped or to direct correction of any unsafe condition or practice observed at the Facilities.

12. **NON-DISCRIMINATION.** Licensee shall not discriminate against any person or class of person by reason of age, sex, race, color, creed, national origin, religion, ancestry, or disability in the use of the Facilities including when administering all charges, admission fees and concession charges, which charges shall be administered on a fair, equal, and non-discriminatory basis to all persons. It shall be the sole responsibility of Licensee to administer all such fees and charges.

13. **CITY RULES.** Licensee shall obey all rules and regulations promulgated by City and as amended from time to time. Said rules and regulations are on file with the City Manager and Licensee hereby acknowledges that it has read those rules and regulations and shall comply therewith where applicable. Licensee shall further comply with any oral directives of the City Manager or his designated representative during the term of the Agreement.

14. **ORDERLY USE.** Licensee's use of the Facilities shall be orderly and peaceable and in strict compliance with and shall not be in violation of any applicable laws or ordinances.

15. **TERMINATION.** This license may be terminated by City or the City Manager forthwith upon notice either oral or written and without liability for loss thereby incurred by Licensee or any concessionaire, participant, or other person or organization upon the occurrence of any of the following:

(A) The default by Licensee in the performance of any of the terms of this Agreement as determined by City Manager in his sole discretion;

(B) The failure of Licensee to conduct its activities in a safe and orderly manner as determined by City Manager in his sole discretion;

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

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

In the event City Manager terminates this Agreement, neither City, its agents, officers, Councilmembers, commissioners, or employees shall be responsible or liable to Licensee or any third party for any loss or inconvenience resulting therefrom and Licensee shall indemnify City against any claims of loss or claims of inconvenience from others, including concessionaires and participants, as well as itself and its contractors, employees, volunteers, and representatives.

16. **NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING.** Licensee shall not, in whole or in part, assign or delegate this Agreement or enter into a sublicense agreement. Licensee may allow concessionaires to enter the Facilities for the performance of functions and services within the scope of Licensee's activities under this Agreement. To avoid uncontrolled vending of merchandise, only those concessionaires, exhibitors, and sales persons having the permission of Licensee will be allowed to sell to the public at the Facilities. City reserves the right to assign, pledge, or hypothecate this license without the consent of Licensee should such assignment, pledging, or hypothecation become necessary in the financing or refinancing of City.

17. **WAIVER.** The failure of City to take appropriate action or to declare this license terminated for default by Licensee in any one or more of the terms, covenants or conditions of this Agreement shall not be considered nor construed as a waiver by City of such rights with regard to any continuing default or on any further or future default on the part of Licensee.

18. **AMENDMENTS.** No amendment to this Agreement shall become effective until set forth in writing executed by the authorized representatives of the parties hereto.

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

20. **NOTICES.** All notices herein provided to be given by either party to the other shall be deemed to have been served when personally delivered or when made in writing where required elsewhere in this Agreement and deposited in the United States mail, registered, postage prepaid, or sent by confirmed facsimile transmission ("fax") or by electronic mail ("email") addressed as follows: to City: City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2249, Email -

ggarrett@tehachapicityhall.com; and to Licensee: Manager, Greater Tehachapi Chamber of Commerce, P.O. Box 401, Tehachapi, California 93581, Fax – (661) 822-9036, Email – idaperkins@tehachapi.com.

All notices not otherwise required to be in writing shall be deemed to have been fully given when communicated orally or otherwise to any person reasonably believed by the party giving notice to be a representative of the party receiving notice.

21. **SURRENDER**. Licensee covenants that on the last day of this Agreement or any extension of it, Licensee shall peaceably and quietly leave and surrender the Facilities in as good a condition as prior to Licensee's use, ordinary wear and tear excepted.

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

23. **TIME OF ESSENCE**. Concerning this Agreement and the performance of each and every provision contained in it, time is expressly made of the essence.

24. **ORGANIZATIONAL AUTHORITY**. Each individual executing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee and that this Agreement is binding upon Licensee in accordance with its terms. Licensee shall deliver to City by August 1, 2011, a certified copy of a Resolution of the Board of Directors of Licensee authorizing and ratifying the execution of this Agreement and this Agreement shall not commence until said Resolution has been duly filed with City.

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

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

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

28. **ATTORNEY FEES**. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties of either in

relation thereto the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorney fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

29. **SIGNS.** Licensee shall not construct or place or permit to be constructed or placed any signs, awnings, marquees, or other structures upon the premises without the prior written consent of the City Manager.

30. **ENTIRE AGREEMENT.** This license contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

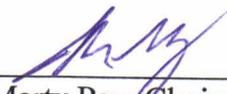
31. **INTERPRETATION.** The parties hereto agree that this Agreement accurately reflects the agreement of the parties and any interpretation of a provision or provisions of this Agreement shall be made without regard to which of the parties drafted this Agreement and shall not create a rebuttable presumption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

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

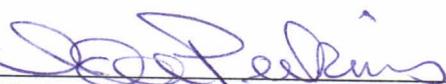
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

Ed Grimes, Mayor, City of Tehachapi,
California, City

GREATER TEHACHAPI CHAMBER OF
COMMERCE, Licensee

By: 

Marty Pay, Chairperson
Board of Directors

By: 

Ida Perkins, President - Secretary

EXHIBIT "A"

[Description of City Facilities]

See attached

48th Annual
TEHACHAPI MOUNTAIN FESTIVAL®
AUGUST 15-21, 2011
"Rope the Wind, Ride the Mountain"

This proposal will outline the Chamber of Commerce's requests for use of City facilities, for the 2011 Tehachapi Mountain Festival® and PRCA Rodeo. It will also outline by date the scheduled activities during the Mountain Festival week.

Tehachapi Valley Park and Recreation district has been contacted and all fees and agreements have been applied for and paid, regarding the use of Central Park

Carl Gehricke is our Mountain Festival Chairman. (#2)

Marty Pay is Chairperson of the Board for the Chamber of Commerce. (#2)

Prior to the actual week of the Tehachapi Mountain Festival® there is a great deal of preparation. Many activities take place during Mountain Festival week. Although the Mountain Festival Committee includes all activities in their itinerary, not all activities are Chamber sponsored or included under the Chamber's insurance policy. A copy of the **General Liability, Liquor Liability (#3)** policy is attached. The City attorney will approve all vendors required to submit insurance policies. (#4)

Contact: Ida Perkins. (#2)

The following details for the Mountain Festival are outlined by the date each event occurs.

MONDAY-TUESDAY, AUGUST 16-24 **Carnival-G & S Shows (#10)** will be setting up in Wells Elementary School playground area. School Use permit attached. They will take approximately three days to set up and two days to tear down. They will be open on Friday, August 19, from 6:00 pm to 11:00 pm, Saturday, August 20, from 12:00 pm to 11:00 pm and Sunday, August 21, from 12:00 pm to 8:00 pm. The City attorney, prior to the event, will approve insurance for the event. The county fire department will be notified for inspections needed

Contact: Carl Gehricke/Ida Perkins (#2)

The Moose Lodge, "Good Time Bandits" will be selling **Good Time Badges (#8)** throughout the Tehachapi area. A schedule of their appearances will be submitted to the City. Arrangements will be made through Christopher Kirk for when the Good Time Bandits will visit City Hall. (#8) The Moose Lodge is insured through their national organization for their fund-raisers.

Contact: Lee Fields. (#2)

The PRCA Rodeo is a separate non-profit organization. They are providing information to the City on their own behalf. The Rodeo is part of Mountain Festival, but is **NOT** a Chamber-sponsored function and is **NOT** covered under the Chamber's insurance.

Contact and Chairman is Dal Bunn . (#2)

THURSDAY, AUGUST 18 Tehachapi Mountain Festival® week begins with the **Pet Parade (#7)** sponsored by the Tehachapi Mountain Dog Fanciers. Line up is at 6:00 p.m. and parade is scheduled for 6:30 p.m. at Read Park. There are approximately 50 participants with their pets. They will be submitting their insurance policy to Tehachapi Valley Recreation and Parks District

Contact: Teri Kahn (#2)

FRIDAY, AUGUST 19 **Directional Signs (#9)** will be posted throughout the downtown area indicating directions to the park, carnival, rodeo grounds, Car Show, museum, etc. A map showing sign locations is attached. (#9) This is covered under the Chamber Insurance.

Contact: Carl Gehricke (#2)

FRIDAY, AUGUST 19 Setup will begin at **Central Park** Friday morning. Approximately sixteen **Food Vendors**, thirteen **Miscellaneous booths** and twenty six **Commercial Vendors** will be setting up in designated places in the park. See **Map (#14)**, Food vendors are local non-profit organizations and commercial vendors. **After 3:00 p.m.**, approximately 80 **Craft Vendors** will be setting up in the street in designated booth spaces in groups of four on "E" Street and Mojave. (#14) There will be a 20' clearance from the booths to edge of the curb on the North side of E Street and the East side of Mojave Street, allowing sufficient access for emergency vehicles. All vendors will provide proof of insurance and City of Tehachapi Business Licenses.

Contact: Ida Perkins (#2)

A list of **health permits** and **resale numbers** for all vendors will be submitted two weeks prior to event, (#13) and will be mailed to the appropriate agencies. Maps of vendor locations and the streets needing to be blocked are attached. (#14)

FRIDAY, AUGUST 19 at 8:00 a.m. till Dusk Eonic Endeavor will be holding a **Gem and Mineral Show** at St. Malachy's Church. This is **NOT** a Chamber sponsored event and is covered under the Eonic Endeavor Insurance.

Contact: Charles Overall (#2)

FRIDAY, AUGUST 19 **Carnival** opens at 6:00 p.m. to 11:00 p.m. at Wells School Playground.

Security will be on duty in the Park and Carnival grounds from Friday night at 6:00 p.m. to 6:00 p.m. on Sunday. A schedule is attached (#5).

Contact: Gary Knight (#2)

Alternate parking for residents surrounding the park has been addressed as indicated in the attached **letter to the residents.** (#12)

Contact: Ida Perkins (#2)

There will be a **Beer Garden** in the Park, as indicated on the map. The Greater Tehachapi Chamber of Commerce sponsors this event. A **Liquor License** will be applied for thirty days prior to event (July 19), and an approved copy will be submitted to the City upon receipt. (#6) All consumption of beer is restricted to the Beer Garden. The hours will be from 10:00 a.m. to 5:00 p.m. on Saturday and Sunday. This is covered under the Chamber Liability and Liquor Liability policies, a copy is attached. (#3)

Contact: Ida Perkins (#2)

SATURDAY, AUGUST 20 At 7:00 a.m. will be the **Royal Ranger Pancake Breakfast** sponsored by the American Legion Post 221 at the Veterans Hall. This is **NOT** a Chamber sponsored event and is covered under the Royal Ranger Insurance.

Contact : Candice (#2)

SATURDAY, AUGUST 20 **Mountain Festival Summer Fun Run** 6:30 a.m. presented by Tehachapi Valley Recreation & Parks District. This is **NOT** a Chamber sponsored event and is covered under TVRPD insurance.

Contact: TVRPD (#2)

SATURDAY, AUGUST 20 at 8:00 a.m. till Dusk. Dusk Eonic Endeavor will be holding a **Gem and Mineral Show** at St. Malachy's Church. This is **NOT** a Chamber sponsored event and is covered under the Eonic Endeavor Insurance.

Contact: Charles Overall (#2)

SATURDAY, AUGUST 20 At 10:00 a.m. will be the **Mountain Festival Parade** down "F" Street. Setup will begin at 8:00 a.m. in the Big-K parking lot and the vacant lot next to Big-K. A map showing the parade route is attached (#11) Vendors will be setting up booths in the spots designated by the Parade Chairman to sell soda, candies, etc. This is a Chamber sponsored event. Mountain Festival Volunteers will provide security and crowd Control.

Contact: is David Shaw (#2)

SATURDAY, AUGUST 20 **Craft, Food, Miscellaneous** and **Commercial** Vendors will be open 10:00 a.m. to 5:00 p.m. at Central Park. **Carnival** will be open at 12:00 pm and close at 11:00 pm. Clean Up Begins at 5:00 p.m.

Contact: Ida Perkins (#2)

Entertainment in the park will be in the Gazebo starting at 10:00 a.m. to 5:00 p.m.

Contact : Ida Perkins (#2)

SATURDAY, AUGUST 20 at 10:00 a.m. to 5 p.m. Tehachapi Mountain Quilters will be holding the **2011 Quilt Show "Quilting with the Stars"** at West Park Activity Center. This is **NOT** a Chamber sponsored event and is covered under the Tehachapi Mountain Quilters Insurance.

Contact: Diana Mauldin

SUNDAY, AUGUST 21 **Craft, Food, Miscellaneous** and **Commercial** Vendors will be open 10:00 a.m. to 5:00 p.m. at Central Park. **Carnival** will be open at 12:00 pm and close at 8:00 pm. Clean Up Begins at 5:00 p.m.

Contact: Ida Perkins (#2)

Entertainment in the park will be in the Gazebo starting at 10:00 a.m. to 5:00 p.m.

Contact : Ida Perkins (#2)

SUNDAY, AUGUST 21 The Chamber of Commerce will sponsor the **Mountain Festival Car Show**. Registration will begin at 7:00 am at the corner of Green and "F" Streets. The car show will be from 9:00 am to 3:00 p.m. Entry applications/release forms, layout are attached. The car show is being held downtown at **Green and F Streets and Centennial Park**. Closure of these streets is requested. (#15) Green Street from Tehachapi Blvd to "D" Street and "F" Street from Curry St to Robinson St. Vehicles PL & PD comprehensive and collision coverage will be the responsibility of each participant. This is a Chamber sponsored event and covered under the Chamber liability insurance.

Contact: Ralph Kermode (#2)

SUNDAY, AUGUST 21 at 8:00 a.m. till Dusk. Dusk Eonic Endeavor will be holding a **Gem and Mineral Show** at St. Malachy's Church. This is **NOT** a Chamber sponsored event and is covered under the Eonic Endeavor Insurance.

Contact: Charles Overall (#2)

SUNDAY, AUGUST 21 at 10:00 a.m. to 4 p.m. Tehachapi Mountain Quilters will be holding the **2011 Quilt Show "Quilting with the Stars"** at West Park Activity Center. This is **NOT** a Chamber sponsored event and is covered under the Tehachapi Mountain Quilters Insurance.

Contact: Diana Mauldin

Miscellaneous Information:

Committee Chairman (#2)

Entertainment Committee is requesting use and setup on **Friday, August 19th of the City Stage** for **Entertainment** on Saturday & Sunday.

The Mountain Festival Committee through a licensed bonded security company will provide **security.** (#5)

Medical Facilities Kern County Fire Department will provide a first-aid station during Mountain Festival operating hours.

Sanitary Facilities Adequate sanitary facilities including adequate trash receptacles will be provided during all Chamber-sponsored activities.

Handicap Parking We are requesting that both sides of "E" Street from Robinson to Davis in front of Wells School Auditorium be designated as **Handicap Parking Only.** Six signs, DMV approved, designating Handicap Parking will be mounted on poles or posts early Saturday morning before cars begin to park in this area.

Street Closures We are requesting that "D" Street from Robinson to Park be closed to all through traffic with **NO PARKING, with the exception of Food Vendors and Mountain Festival Staff,** which will have parking permits in car windows. "E" Street from Robinson to Mojave and Mojave Street "E" to "D". See Map for details. (#14) We are requesting use of City barricades for the parade and additional barricades around Central Park. Security will be stationed at all barricade locations to allow vendors or others as necessary, access to the site during the hours of operation. No parking will be allowed except those having an event issued parking pass, event staff and vendors.

Event Map Enclosed is a map of activities surrounding the Central Park. (#14)

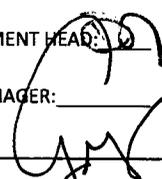
Revised 5/26/2011



COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: AUGUST 1, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER:

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 27, 2011

SUBJECT: TEHACHAPI MOUNTAIN PRO RODEO

APPLICANT AND ORGANIZATION

Dal Bunn, Tehachapi Mountain Rodeo Association

EVENT DESCRIPTION

The Tehachapi Mountain Pro Rodeo will be held on 8/19/2011 – 8/20/2011 at the Tehachapi Rodeo Grounds. The event will be held from 7:00 – 10:00 pm on 8/19/2011 and from 5:00 – 8:00 pm on 8/20/2011. This event is open to the public.

APPLICANT REQUESTS

- Use of the Tehachapi Rodeo Grounds

STAFF CONDITIONS

There are currently no staff conditions for this event.

RECOMMENDATION

APPROVE THE TEHACHAPI MOUNTAIN PRO RODEO SPECIAL EVENT APPLICATION AND ASSOCIATED APPLICANT REQUESTS AND APPROVE AND AUTHORIZE MAYOR TO SIGN AGREEMENT SUBJECT TO CITY CONDITIONS AND CITY ATTORNEY APPROVAL OF INSURANCE



SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Mountain Rodeo Association

Event Contact Dal Bunn

Phone Number +1 (661) 331-5650

Address PO Box 63

City Tehachapi

State CA

Zip Code 93561

E-mail Address _____

Event Name Tehachapi Mountain Pro Rodeo

Event Location Tehachapi Rodeo Grounds

Event Date(s) August 19th & 20th, 2011

Event Time(s) 8/19: 7:00pm-10:00pm, 8/20: 5:00pm-8:00pm

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

Annual PRCA sanctioned professional rodeo. One performance each day. Food and beverages will be sold, including alcoholic beverages. No street closures involved. Parking control provided by TPD Explorers.

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? Operating expenses for rodeo committee & charitable donations to local organizations.

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

Event Name Tehachapi Mountain Pro Rodeo

Event Date(s) 8/19-20/2011

Please Describe How The Following Will Be Accomplished:

Street Barricades N/A

Traffic Control TPD

Crowd Control Private Security & TPD

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

Lights On-site.

Dust Control Frequent watering of arena, entry roads, & parking lot.

Site Clean-up & Maintenance Rodeo Committee.

Security Private Security & TPD.

Site Facilities N/A

Health Dept. Appropriate permits will be obtained.

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

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

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

Applicant Signature



Date 07-27-2011

Office Use Only

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

CM PW A HD

CPM CD P BL

LC BI F C

Notes

GENERAL REGULATIONS

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

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

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:

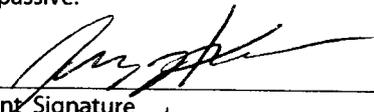
The party requesting to use the facility ("applicant") shall secure and keep in force during the entire term of applicant's use of the facility and covering all of applicant's activities with respect to the facility a comprehensive general liability insurance policy with bodily injury, property damage, 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
7/27/11

Date

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2011, by TEHACHAPI MOUNTAIN RODEO ASSOCIATION (the "Vendor") who hereby makes this Agreement in favor of and for the benefit of the CITY OF TEHACHAPI, a municipal corporation (the "City"):

1. In consideration for City allowing Vendor to utilize City's rodeo grounds and other facilities (the "Facilities") for the Tehachapi Mountain Pro Rodeo to be held on August 19-20, 2011 (the "Activities"), Vendor hereby agrees to indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City and its officers, Councilpersons, commissioners, employees and agents from and against all claims, actions, judgments, damages and costs (including attorney's fees) from injuries or damages arising out of or relating in any way to Vendor's use of the Facilities for the Activities or any act or omission by Vendor irrespective of any contribution by City to same.

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

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

3. In further consideration for City allowing Vendor to utilize the Facilities for Vendor's Activities, Vendor agrees as follows:

a) To require each participant in the Activities to execute an Agreement and Release of Liability in the form attached as Exhibit "A" hereto (the "Release") and provide the original of same to City, and to prohibit any person from participating in the Activities who has not signed a Release; and

b) To obtain a comprehensive general liability insurance policy from an admitted insurer or, alternatively, from an insurer rated A:VII in the latest edition of Best's Key Rating Guide in amounts not less than \$1 million per occurrence covering the Facilities and the Activities and including an endorsement naming City, its officers, councilpersons, commissioners, employees, and agents as additional insured and describing the policy as primary to City's policy with regard to the Activities and providing City with ten (10) days prior written notice of any cancellation of the policy or reduction in its coverage, and to provide City with a certificate of insurance prior to use of the Facilities showing the policy in full force and effect and in compliance with the foregoing; and

c) That no alcoholic beverages may be sold on the Facilities nor may they otherwise be brought into the Facilities or consumed on the Facilities without City's written consent and, if City consents, that Vendor will acquire a liability policy of insurance covering claims relating to such sales of alcoholic beverages.

4. The parties agree that payment will be made to the City of Tehachapi in amount of \$600.00 for use of the Facility. In addition, a deposit of \$500.00 is required for cleaning and/or damage to the Facility; the deposit is refundable upon final inspection of the Facility after breakdown of the event. All funds to be paid seven days prior to the event.

5. The parties agree that a facsimile copy of this signed Agreement shall constitute an original for all purposes.

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

ED GRIMES, Mayor
City of Tehachapi, California

VENDOR

By: _____
Name:
Title:

PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY
(FOR ALL PERSONS 18 YEARS OF AGE OR OLDER)

I, _____, HEREBY ACKNOWLEDGE that I have voluntarily applied to participate in the 2011 Tehachapi Mountain Pro Rodeo sponsored by the Tehachapi Mountain Rodeo Association at the City of Tehachapi Rodeo Grounds on August 19-20, 2011 which will result in my riding livestock and/or saddle animals or similar activities and participate in actions which create the risk of my being thrown from or jumping from such livestock or saddle animals and will further create the risk of being kicked, stepped on, run over, or otherwise physically contacted by such livestock or saddle animals.

I AM AWARE THAT SUCH RODEO PARTICIPATION IS A DANGEROUS AND HAZARDOUS ACTIVITY, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY OR DEATH AS A RESULT THEREOF.
PLEASE INITIAL _____

AS LAWFUL CONSIDERATION for being permitted to participate in these activities and use the rodeo ground facilities, I hereby agree that I, my heirs, distributees, guardians, legal representatives and assigns will not make a claim against, sue, attach the property of, or prosecute the CITY OF TEHACHAPI or its officers, councilmembers, commissioners, employees, or agents as a result of my participation in the rodeo activities. In addition, I hereby release and discharge the CITY OF TEHACHAPI and its officers, councilmembers, commissioners, employees, and agents from all actions, claims or demands, I, my heirs, distributees, guardians, legal representatives, or assigns now have or may hereafter have for injury (including death) or damage resulting from my participation in said Rodeo Activities.

It is understood and agreed that this Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, and all rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived. Said section reads as follows:

"1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF TEHACHAPI AND SIGN IT OF MY OWN FREE WILL.

DATE

SIGNATURE

PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY
(FOR PARTICIPANTS UNDER 18 YEARS OF AGE)

I, _____, as parent/guardian of the minor who has voluntarily applied to participate in the 2011 Tehachapi Mountain Pro Rodeo sponsored by the Tehachapi Mountain Rodeo Association at the City of Tehachapi Rodeo Grounds on August 19-20, 2011 which will result in him/her riding livestock and/or saddle animals or similar activities and participate in actions which will create the risk of him/her being thrown from or jumping from such livestock or saddle animals and will further create the risk of being kicked, stepped on, run over, or otherwise physically contacted by such livestock or saddle animals.

I AM AWARE THAT SUCH RODEO PARTICIPATION IS A DANGEROUS AND HAZARDOUS ACTIVITY, AND THAT THE MINOR IS VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY OR DEATH AS A RESULT THEREOF. PLEASE INITIAL _____

AS LAWFUL CONSIDERATION for being permitted to participate in these activities and use the rodeo ground facilities, I, on behalf of the minor, agree that the minor, his/her heirs, distributees, guardians, legal representatives and assigns will not make a claim against, sue, attach the property of, or prosecute the CITY OF TEHACHAPI or its officers, councilmembers, commissioners, employees, and agents as a result of his/her participation in the rodeo activities. In addition on behalf of the minor, I hereby release and discharge the CITY OF TEHACHAPI and its officers, councilmembers, commissioners, employees, and agents from all actions, claims or demands, the minor, his/her heirs, distributees, guardians, legal representatives, or assigns now have or may hereafter have for injury (including death) or damage resulting from his/her participation in said rodeo activities.

It is understood and agreed that this Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, and all rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived. Said section reads as follows:

"1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

ON BEHALF OF THE MINOR I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF ON BEHALF OF THE MINOR AND THE CITY OF TEHACHAPI AND SIGN IT OF MY OWN FREE WILL.

DATE

SIGNATURE OF PARENT/GUARDIAN

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0	Check Date: ?	Vendor: 0035	BC Laboratories, Inc.	
B103437 1	Wtr/samples/Mojave Well/Oakwood/Tang		07/15/2011	25.00
B103437 2	Wtr/samples/Mojave Well/Oakwood/Tang		07/15/2011	24.00
B103393	Wtr/samples/Curry Resv		07/15/2011	15.00
B103410	Swr/samples/WWTP Headworks		07/08/2011	210.00
			Check Total:	274.00
Check No: 0	Check Date: ?	Vendor: 0101	Central San Joaquin Valley RMA	
2012-0052 3	Workers Comp-Gen Gov		07/08/2011	989.33
2012-0052 1	Gen Admin - Gen Gov		07/08/2011	7,493.45
2012-0052 7	GenGov/Crime Shield Program		07/08/2011	735.00
2012-0052 2			07/08/2011	1,020.16
2012-0052	Property - Gen Gov		07/08/2011	16,046.95
2012-0052 5	Employee Assitance Program GG		07/08/2011	1,416.39
2012-0052 6	Pooled Liab - Gen Gov		07/08/2011	13,087.16
2012-0052 3	Workers Comp-Finance		07/08/2011	128.89
2012-0052 1	Gen Admin - Finance		07/08/2011	125.11
2012-0052 6	Pooled Liab - Finance		07/08/2011	218.93
2012-0052 3	Workers Comp - PW		07/08/2011	3,145.69
2012-0052 3	Workers Comp - Landscape		07/08/2011	696.72
2012-0052 3	Workers Comp - Construction		07/08/2011	2,522.13
2012-0052 3	Workers Comp - Comm Dev.		07/08/2011	707.17
2012-0052 3	Workers Comp - IT		07/08/2011	198.57
2012-0052 3	Workers Comp - Police		07/08/2011	13,593.01
2012-0052 1	Gen Admin - Police		07/08/2011	951.91
2012-0052 2			07/08/2011	126.44
2012-0052 6	Pooled Liab - Police		07/08/2011	1,662.84
2012-0052 3	Workers Comp - Council		07/08/2011	118.44
2012-0052 3	Workers Comp - City Clerk		07/08/2011	167.21
2012-0052 3	Workers Comp - Treasurer		07/08/2011	24.39
2012-0052 1	Gen Admin - Treasurer		07/08/2011	62.01
2012-0052 6	Pooled Liab - Treasurer		07/08/2011	108.63
2012-0052 3	Workers Comp - Streets		07/08/2011	1,682.58
2012-0052 3	Workers Comp - Refuse		07/08/2011	163.73
2012-0052 3	Workers Comp - Water Distr.		07/08/2011	4,957.16
2012-0052 1	Gen Admin - Water		07/08/2011	467.80
2012-0052 2			07/08/2011	62.14
2012-0052	Property - Water		07/08/2011	869.59
2012-0052 5	Employee Assistance Pgm - WTR		07/08/2011	76.76
2012-0052 6	Pooled Liab - Water		07/08/2011	817.22
2012-0052 3	Workers Comp - WWTP		07/08/2011	2,504.71
2012-0052 1	Gen Admin - Sewer		07/08/2011	467.80
2012-0052 2			07/08/2011	62.14
2012-0052	Property - Sewer		07/08/2011	869.59
2012-0052 5	Employee Assistance Pgm - SWR		07/08/2011	76.76
2012-0052 6	Pooled Liab - Sewer		07/08/2011	817.22
2012-0052 3	Workers Comp - Transit		07/08/2011	48.77
2012-0052 3	Workers Comp - Airport		07/08/2011	2,232.99
2012-0052 1	Gen Admin - Airport		07/08/2011	1,310.92
2012-0052 2			07/08/2011	174.12
2012-0052	Property - Airport		07/08/2011	2,436.87
2012-0052 5	Employee Assistance Pgm - Air		07/08/2011	215.09
2012-0052 3	Workers Comp - RDA		07/08/2011	742.01
2012-0052 3	Workers Comp - Housing		07/08/2011	212.50
			Check Total:	86,615.00
Check No: 0	Check Date: ?	Vendor: 0155	FedEx	
863052347879	New Treatment Plant/postage/overnigh		07/08/2011	25.93
			Check Total:	25.93

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 10411	Check Date: ? Strts/10# abc fire ext	Vendor: 0248	Klein's Fire Protection & Exti 07/06/2011	93.84
			Check Total:	93.84
Check No: 0 2011282 2011281	Check Date: ? Clerk/minute book Clerk/minute boos/resolutions 16	Vendor: 0276	Martin & Chapman Company 07/11/2011 07/11/2011	207.69 194.82
			Check Total:	402.51
Check No: 0 140148451 140149643 140150837	Check Date: ? PblcWrks/srvc chrg/twl cntr/disp/jac PblcWrks/srvc chrg/twl cntr/disp/jac PblcWrks/srvc chrg/twl cntr/disp/hnd	Vendor: 0300	Mission Linen & Uniform Servic 07/05/2011 07/12/2011 07/19/2011	66.26 90.92 66.26
			Check Total:	223.44
Check No: 0 010-14572 1 010-14572 2 010-14572 3 010-14572 4 010-14572 5 010-14572 6 010-14572 7 010-14572 8 010-14572 9 010-14572 12 010-14572 10 010-14572 11 010-14573	Check Date: ? Lndscp/Heritage Oaks Lndscp/Clear View Lndscp/Autumn Hills Lndscp/Alta homes Lndscp/Gerald Jorgensen Lndscp/KB Orchard Glen-Dennison Lndscp/Mulberry Place Lndscp/Mill street cottages Lndscp/Hodis Lndscp/W of HS Lndscp/Pannon Lndscp/Teh blv Superior cnst Admin Fees/CFD 90-1	Vendor: 0310	Willdan Financial Services 06/30/2011 06/30/2011 06/30/2011 06/30/2011 06/30/2011 06/30/2011 06/30/2011 06/30/2011 06/30/2011 06/30/2011 06/30/2011 06/30/2011 06/30/2011	132.00 123.00 153.00 493.00 43.00 447.00 20.00 25.00 8.00 8.00 7.00 13.71 1,719.38
			Check Total:	3,192.09
Check No: 0 031030147	Check Date: ? PblcWrks/pipe	Vendor: 0349	Rain For Rent Bakersfield 07/06/2011	677.62
			Check Total:	677.62
Check No: 0 0036849	Check Date: ? PblcWrks/fuel	Vendor: 0362	RSI Petroleum Products 07/06/2011	1,216.27
			Check Total:	1,216.27
Check No: 0 072111 1 072111 2 072111 3	Check Date: ? GenGov/legal srvc June 16 to July 15 Swr/legal srvc June 16 to July 15-11 Arprt/legal srvc June 16 to July 15-	Vendor: 0373	Thomas F. Schroeter, Attorney @ Law 07/21/2011 07/21/2011 07/21/2011	2,184.00 36.00 522.00
			Check Total:	2,742.00
Check No: 0 5535	Check Date: ? GenGov/monthly Chamber luncheon	Vendor: 0424	Greater Tehachapi Chamber of C 07/19/2011	15.00
			Check Total:	15.00
Check No: 0 130746 130630 130654	Check Date: ? PblcWrks/misc screws/hd wedge bit Wtr/couple/bushing /primer LLD/2x4 20' df std/grinding wheel	Vendor: 0430	Tehachapi Lumber Company 07/20/2011 07/12/2011 07/13/2011	28.30 12.82 117.12
			Check Total:	158.24
Check No: 0 080111	Check Date: ? Senior Nutrition Program/August 2011	Vendor: 0445	Tehachapi Senior Center, Inc. 08/01/2011	100.00
			Check Total:	100.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 5839	Check Date: ? Admin Fees/90-1	Vendor: 0448	Union Bank Corporate Trust Div 05/25/2011	4,123.90
			Check Total:	4,123.90
Check No: 0 117648-0 117437-0 117513-0 117561-0 117439-1 117439-0	Check Date: ? GenGov/scissors/ltr opener/refills GenGov/ltr pouch/labels/dividers/sha GenGov/paper/sign flags/bndr clips GenGov/folders/markers PD/can liners PD/ppr twls/can liners	Vendor: 0476	WITTS Everything for the Office 07/20/2011 07/01/2011 07/11/2011 07/14/2011 07/08/2011 07/07/2011	17.95 78.24 119.05 23.26 55.76 125.46
			Check Total:	419.72
Check No: 0 072011	Check Date: ? CommDev/retainer for traffic study	Vendor: 0490	Crenshaw Traffic Engineering 07/20/2011	1,250.00
			Check Total:	1,250.00
Check No: 0 13233	Check Date: ? Swr/parts/labor/paint/repair 04 Chev	Vendor: 0524	Scotts Auto Body Inc. 07/13/2011	3,591.09
			Check Total:	3,591.09
Check No: 0 33235 33273 33264 33275 33224	Check Date: ? PblcWrks/mnt-bal-stm-df PblcWrks/mnt-bal-stm-dr Lncdscp/flat repair PD/R&R valve stem Arprt/R&R stem	Vendor: 0525	All American Tire & Service Ce 07/05/2011 07/12/2011 07/11/2011 07/12/2011 07/01/2011	188.15 188.15 15.00 10.00 10.00
			Check Total:	411.30
Check No: 0 Contract #90380	Check Date: ? PblcWrks/Tractor compact/diesel fuel	Vendor: 0543	BSE Rents 07/19/2011	254.67
			Check Total:	254.67
Check No: 0 071311	Check Date: ? Wtr/DMV physical/AGamble	Vendor: 0585	Terry J. Warsaw, M.D. 07/13/2011	100.00
			Check Total:	100.00
Check No: 0 072511	Check Date: ? CommDev/meals reimbursement	Vendor: 0661	David A. James 07/25/2011	38.41
			Check Total:	38.41
Check No: 0 080120114 080120111 080120112 080120113	Check Date: ? Life/AD&D Medical Dental Vision	Vendor: 0832	ACWA Health Benefits Authority 08/01/2011 08/01/2011 08/01/2011 08/01/2011	970.38 58,628.48 6,378.21 793.96
			Check Total:	66,771.03
Check No: 0 4021 4019	Check Date: ? GenGov/envelopes Grant for Business/art work/sign des	Vendor: 1055	Mercury Graphics 07/07/2011 07/07/2011	126.02 643.50
			Check Total:	769.52
Check No: 0 C06682	Check Date: ? Wtr/reprogram vcm	Vendor: 1085	Three-Way Chevrolet 07/05/2011	221.82
			Check Total:	221.82
Check No: 0 071311	Check Date: ? Arprt/risys w/contact installed/main	Vendor: 1403	John M. Ables 07/13/2011	1,045.05

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				1,045.05
Check No: 0 822090ER	Check Date: ? GenGov/admin fees	Vendor: 1442	FLEX ONE AFLAC 07/15/2011	50.00
Check Total:				50.00
Check No: 0 071311	Check Date: ? Property Tax/recovery of LAFCO'S op	Vendor: 1469	Kern County Auditor-Controller 07/13/2011	2,389.00
Check Total:				2,389.00
Check No: 0 1852658	Check Date: ? PblcWrks/toilet service & rental	Vendor: 1505	Benz Construction Services 07/01/2011	55.00
Check Total:				55.00
Check No: 0 02-031983-21	Check Date: ? GenGov/canopy/side wall/booth/tbl co	Vendor: 1708	JoRonCo Rentals 07/05/2011	3,065.08
Check Total:				3,065.08
Check No: 0 304513	Check Date: ? LLD/amiad auto filter/KB irrigation	Vendor: 1710	Antelope Valley Turf Supply 07/12/2011	4,568.85
Check Total:				4,568.85
Check No: 0 10905 1	Check Date: ? GenGov/City offices	Vendor: 1729	Alpha Landscape Maintenance 06/27/2011	45.38
10905 2	GenGov/Market Place & Union Pacific		06/27/2011	201.79
10905 16	GenGov/Pioneer Park		06/27/2011	506.04
10905 17	GenGov/Old Town Planters		06/27/2011	11.12
10905 19	GenGov/Old fire house on Pinon		06/27/2011	109.63
10905 20	GenGov/Robinson Park		06/27/2011	461.02
10905 21	GenGov/Taco sandwich & Wall		06/27/2011	25.68
10905 22	GenGov/Senior Center		06/27/2011	95.95
10905 24	GenGov/Robinson parking lot		06/27/2011	22.85
10905 23	Depot/Railroad Depot		06/27/2011	116.44
10905 3	Strts/Mill Street islands		06/27/2011	392.38
10905 4	Strts/Capitol Hills (South islands)		06/27/2011	246.63
10905 10	Strts/South Curry		06/27/2011	207.93
10905 13	Strts/street trees		06/27/2011	113.10
10905 14	Strts/Dennison street		06/27/2011	658.10
10905 11	LLD/Heritage Oak		06/27/2011	787.98
10905 15	LLD/Clear View		06/27/2011	294.12
10905 5	LLD/Manzanita Park		06/27/2011	693.93
10905 6	LLD/KB Tract Highland imd		06/27/2011	468.03
10905 7	LLD/Alta tract/Warrior Park		06/27/2011	4,082.07
10905 8	LLD/Alta Parkway lawns		06/27/2011	160.38
10905 9	LLD/all planters Highline & tract pe		06/27/2011	1,433.48
10905 12	LLD/KB tract/Dennison		06/27/2011	3,293.96
10905 18	LLD/Mill street cottages		06/27/2011	22.49
Check Total:				14,450.48
Check No: 0 3162736	Check Date: ? Swr/ss insert/ang ball meter valve/c	Vendor: 1801	HD Supply Waterworks, LTD 07/07/2011	646.88
3238068	Wtr/conc utility box/lid		07/12/2011	233.78
Check Total:				880.66
Check No: 0 082011	Check Date: ? PD/Distpatch service August 2011	Vendor: 1866	Bear Valley CSD 08/01/2011	33,697.09
Check Total:				33,697.09

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0	Check Date: ?	Vendor: 1947	Tehachapi Lawn and Garden	
071811 2	PblcWrks/gatorline		07/18/2011	150.13
071211	PblcWrks/blade/kawasaki breather		07/12/2011	55.73
071811 1	PblcWrks/file/spark plugs		07/18/2011	13.05
			Check Total:	218.91
Check No: 0	Check Date: ?	Vendor: 1982	SSD Systems	
947317 1	GenGov/alarm monitoring/115 S Robins		07/12/2011	33.00
947317 5	GenGov/alarm monitoring/108 Pinon		07/12/2011	33.00
947317 6	PblcWrks/alarm monitoring/800 Enterp		07/12/2011	30.00
947317 4	Wtr/alarm monitoring/100 CommWay		07/12/2011	33.00
947317 2	Arprt/alarm monitoring/314 N Hayes		07/12/2011	33.00
947317 3	Arprt/phone line backup/314 N Hayes		07/12/2011	22.00
			Check Total:	184.00
Check No: 0	Check Date: ?	Vendor: 2111	Swift Napa Auto Parts	
708986	PblcWrks/rod clips		07/13/2011	7.49
708810	PblcWrks/oil filter		07/12/2011	7.50
708143	Strts/halogen lamp		07/06/2011	12.86
708349	Wtr/antifreeze		07/07/2011	27.86
			Check Total:	55.71
Check No: 0	Check Date: ?	Vendor: 2147	Coffee Break Service, Inc.	
170492	GenGov/coffee & supplies		07/09/2011	141.27
JUL3033	GenGov/rental water cooler		07/08/2011	26.95
			Check Total:	168.22
Check No: 0	Check Date: ?	Vendor: 2182	BLR	
1-4612511 12011	Wtr/safety training presentations/re		07/05/2011	320.08
1-4612511 22011	Wtr/7-minute safety training/renewal		07/05/2011	378.67
			Check Total:	698.75
Check No: 0	Check Date: ?	Vendor: 2236	Pacific West Sound, Inc.	
14250	Hotdog Festival/sound system		06/29/2011	1,400.00
			Check Total:	1,400.00
Check No: 0	Check Date: ?	Vendor: 2589	Jerome's Tractor Service	
C-11-255	Weed Abatement/move in fee/tractor		07/01/2011	360.00
C-11-256	Weed Abatement/move in fee/tractor		07/01/2011	360.00
C-11-257	Weed Abatement/move in fee/tractor		07/01/2011	360.00
C-11-258	Weed Abatement/move in fee/tractor		07/01/2011	360.00
C-11-259	Weed Abatement/move in fee/tractor		07/05/2011	4,280.00
C-11-285	Weed Abatement/move in fee		07/13/2011	150.00
C-11-260	Weed Abatement/move in fee		07/06/2011	185.00
C-11-261	Weed Abatement/move in fee/tractor		07/06/2011	220.00
C-11-262	Weed Abatement/move in fee		07/06/2011	150.00
C-11-263	Weed Abatement/move in fee		07/06/2011	150.00
C-11-264	Weed Abatement/move in fee		07/06/2011	150.00
C-11-265	Weed Abatement/move in fee		07/06/2011	150.00
C-11-266	Weed Abatement/move in fee/tractor		07/06/2011	185.00
C-11-267	Weed Abatement/move in fee		07/06/2011	150.00
C-11-268	Weed Abatement/move in fee		07/06/2011	150.00
C-11-269	Weed Abatement/move in fee		07/06/2011	150.00
C-11-270	Weed Abatement/move in fee/tractor		07/06/2011	325.00
C-11-271	Weed Abatement/move in fee/tractor		07/06/2011	290.00
C-11-272	Weed Abatement/move in fee/tractor		07/06/2011	325.00
C-11-273	Weed Abatement/move in fee/tractor		07/07/2011	220.00
C-11-274	Weed Abatement/move in fee/tractor		07/07/2011	360.00
C-11-275	Weed Abatement/move in fee/tractor		07/07/2011	500.00
C-11-276	Weed Abatement/move in fee/tractor		07/08/2011	1,340.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
C-11-277	Weed Abatement/move in fee/tractor		07/11/2011	2,670.00
C-11-278	Weed Abatement/move in fee/tractor		07/12/2011	885.00
C-11-279	Weed Abatement/move in fee/tractor		07/12/2011	255.00
C-11-280	Weed Abatement/move in fee		07/13/2011	150.00
C-11-281	Weed Abatement/move in fee		07/13/2011	150.00
C-11-282	Weed Abatement/move in fee		07/13/2011	150.00
C-11-283	Weed Abatement/move in fee		07/13/2011	150.00
C-11-284	Weed Abatement/move in fee		07/13/2011	150.00
Check Total:				15,430.00
Check No: 0 599	Check Date: ? PD/2011/2012 annual membership dues	Vendor: 2599	CPCA 06/01/2011	300.00
Check Total:				300.00
Check No: 0 H2601182	Check Date: ? GenGov/lease 28 Jul to 27 Aug 2011	Vendor: 2707	MailFinance 06/26/2011	127.95
Check Total:				127.95
Check No: 0 4168 1 4164 1 4168 2 4164 2 4170 4166 4169 4165	Check Date: ? GenGov/cleaning/115 S Robinson GenGov/cleaning/115 S Robinson PD/cleaning/129 E F st PD/cleaning/129 E F st Depot/cleaning/101 W Teh blv Depot/cleaning/101 W Teh blv Arprt/cleaning/314 N Hayes Arprt/cleaning/314 N Hayes	Vendor: 2892	Mountain Maintenance Group, In 07/21/2011 07/13/2011 07/21/2011 07/13/2011 07/21/2011 07/13/2011 07/21/2011 07/13/2011	240.00 180.00 240.00 240.00 250.00 500.00 50.00 50.00
Check Total:				1,750.00
Check No: 0 22191	Check Date: ? Arprt/standard & Handicap unit renta	Vendor: 2902	Sim Sanitation, Inc 06/23/2011	114.00
Check Total:				114.00
Check No: 0 90473 91068	Check Date: ? GenGov/mnthlyfee/hosting&support/Jul GenGov/mnthlyfee/hosting&support/Aug	Vendor: 2914	CivicPlus 07/31/2011 08/01/2011	546.25 546.25
Check Total:				1,092.50
Check No: 0 49633	Check Date: ? PblcWrks/6' chain lnk fence&gate ren	Vendor: 2978	Andy Gump, Inc. 07/14/2011	88.80
Check Total:				88.80
Check No: 0 32019	Check Date: ? PblcWrks/8 gals wash n was	Vendor: 3045	Precision Supply 07/05/2011	329.53
Check Total:				329.53
Check No: 0 2565 2563	Check Date: ? PD/oil filter/mtr oil/oil change PD/rear brake set/remove & replace	Vendor: 3051	Tehachapi Transmissions, Inc. 07/12/2011 07/11/2011	40.20 165.00
Check Total:				205.20
Check No: 0 7043	Check Date: ? New Treatment Plant/consulting srvc	Vendor: 3113	Townsend Public Affairs, Inc. 07/01/2011	3,240.00
Check Total:				3,240.00
Check No: 0 3752	Check Date: ? PD/repair crack or hole in windshied	Vendor: 3174	Tehachapi Auto Glass 07/11/2011	360.51
Check Total:				360.51

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 8022	Check Date: ? Depot/fire alarm mntrng July to Dec	Vendor: 3183	Creative Technical Services 07/05/2011	150.00
			Check Total:	150.00
Check No: 0 12-000007	Check Date: ? GenGov/SR28-11 fireworks display	Vendor: 3256	Kern County Fire Department 07/08/2011	425.00
			Check Total:	425.00
Check No: 0 901155	Check Date: ? Cnstrctn/tripod ad/level transit	Vendor: 3278	Hub Construction Specialties, 07/14/2011	710.00
			Check Total:	710.00
Check No: 0 070111	Check Date: ? PD/K9 training Jan to June 2011	Vendor: 3302	Dog Training Center Inc. 07/01/2011	480.00
			Check Total:	480.00
Check No: 0 070111	Check Date: ? GenGov/subscription renwal	Vendor: 3389	The Wilder CUB Inc. 07/01/2011	13.50
			Check Total:	13.50
Check No: 0 061511	Check Date: ? Treasurer/membership dues renewal	Vendor: 3390	CMTA 06/15/2011	155.00
			Check Total:	155.00
Check No: 0 071811	Check Date: ? Special Event Insurance/top gun spag	Vendor: 3391	Linda Pettitt 07/18/2011	200.00
			Check Total:	200.00
Check No: 0 Z012825	Check Date: ? Arprt/Tass H20 fltr	Vendor: 3392	Appliance Sales-Gourmet Depo 07/05/2011	52.25
			Check Total:	52.25
			Report Total:	261,838.44

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 B103758	Check Date: ? Swr/WWTP headworks	Vendor: 0035	BC Laboratories, Inc. 07/21/2011	210.00
			Check Total:	210.00
Check No: 0 238118854 238118855	Check Date: ? PblcWrks/yard bottles PblcWrks/delivery teh	Vendor: 0041	Benz Propane Company, Inc. 06/30/2011 06/30/2011	102.96 77.15
			Check Total:	180.11
Check No: 0 A113846	Check Date: ? Swr/June effluent/analysis	Vendor: 0060	BSK Analytical Laboratories 06/29/2011	144.00
			Check Total:	144.00
Check No: 0 0061590	Check Date: ? CommDev/construction testing/Teh Vil	Vendor: 0061	BSK Associates 06/30/2011	290.00
			Check Total:	290.00
Check No: 0 157955 158098 158136 157925	Check Date: ? Strts/1/2" marsh 75 B alon Strts/1/2" ac pg Strts/1/2" type b with pg Wtr/1/2" marsh 75 B alon	Vendor: 0184	Granite Construction Company 06/21/2011 06/27/2011 06/28/2011 06/20/2011	976.04 976.06 968.45 489.64
			Check Total:	3,410.19
Check No: 0 2288	Check Date: ? Parking Citation Revenue/June 2011	Vendor: 0216	Judicial Data Systems Corporat 07/14/2011	100.00
			Check Total:	100.00
Check No: 0 00005161 00005153	Check Date: ? GenGov/500 door hangers Arprt/2000 2-sided postcards	Vendor: 0220	Johnson Printing 05/16/2011 05/24/2011	73.44 110.16
			Check Total:	183.60
Check No: 0 063011	Check Date: ? Parking Citation Revenue/June 2011	Vendor: 0223	Kern County Auditors Office 06/30/2011	33.00
			Check Total:	33.00
Check No: 0 135506	Check Date: ? GenGvo/legal srvc	Vendor: 0260	Liebert Cassidy Whitmore 06/30/2011	559.00
			Check Total:	559.00
Check No: 0 1855858 1855844	Check Date: ? PblcWrks/rolloff srvc/gate fee/recyc Rfs/large truck	Vendor: 0304	Mojave Sanitation 06/30/2011 06/30/2011	1,153.52 18.57
			Check Total:	1,172.09
Check No: 0 0083-5	Check Date: ? CommDev/6 bw scan to CD	Vendor: 0322	Old Town Postal & Blueprint Se 04/07/2011	66.31
			Check Total:	66.31
Check No: 0 072111	Check Date: ? GenGov/legal service	Vendor: 0373	Thomas F. Schroeter, Attorney @ Law 07/21/2011	2,736.00
			Check Total:	2,736.00
Check No: 0 339.430 9060620 1970000	Check Date: ? Wtr/usage/TUSD Wtr/usage/Benz Sanitati Wtr/usage/Henway	Vendor: 0426	Tehachapi-Cummings County Wate 06/30/2011 06/30/2011 06/30/2011	10,950.46 253.07 58.82

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
35754100	Wtr/usage/Chemtool		06/30/2011	620.63
23171000 06301	LLD/service charge/Warrior Park		06/30/2011	4.50
483060	LLD/usage/Median		06/30/2011	49.24
11965700	LLD/usage/Teh/landscaping		06/30/2011	917.83
Check Total:				12,854.55
Check No: 0	Check Date: ?	Vendor: 0428	Tehachapi Flower Shop	
9646	GenGov/dish garden/AWool		06/15/2011	59.52
9647	Council/floral arrangement/PSmith		06/24/2011	92.00
Check Total:				151.52
Check No: 0	Check Date: ?	Vendor: 0430	Tehachapi Lumber Company	
130389	Lndscp/hog rings/ringer		06/22/2011	17.08
130485	Cnstctn/wiping rags		06/28/2011	16.23
Check Total:				33.31
Check No: 0	Check Date: ?	Vendor: 0478	Zee Medical Service	
600574	GenGov/first aid supplies		06/30/2011	44.44
600571	PblcWrks/first aid supplies		06/30/2011	108.09
600575	PD/first aid supplies		06/30/2011	27.12
Check Total:				179.65
Check No: 0	Check Date: ?	Vendor: 0498	Interstate Battery System	
22232361	PblcWrks/ battery/core		05/05/2011	94.33
Check Total:				94.33
Check No: 0	Check Date: ?	Vendor: 0503	Coastline Equipment	
35572	Wtr/travel chrg/lbr/fuel injection p		06/30/2011	3,093.90
Check Total:				3,093.90
Check No: 0	Check Date: ?	Vendor: 0525	All American Tire & Service Ce	
06152011	PD/flat repair		06/15/2011	15.00
Check Total:				15.00
Check No: 0	Check Date: ?	Vendor: 0543	BSE Rents	
545246	PblcWrks/propane fuel		06/28/2011	6.57
544653	PD/hitch adapter		06/03/2011	70.31
Check Total:				76.88
Check No: 0	Check Date: ?	Vendor: 0620	Mountain Gardens Nursery	
29166	PblcWrks/bonide annual tree		06/27/2011	17.31
Check Total:				17.31
Check No: 0	Check Date: ?	Vendor: 0670	Antelope Valley Board of Trade	
2906	CommDev/exhibit booth		03/04/2011	70.00
Check Total:				70.00
Check No: 0	Check Date: ?	Vendor: 0689	Pioneer True Value Home Center	
58577	Wtr/1 yrd concrete w/rental/deposit		06/15/2011	224.49
58580	Wtr/deposit-return cover for car		06/15/2011	-100.00
Check Total:				124.49
Check No: 0	Check Date: ?	Vendor: 1032	Jack Davenport Sweeping Services, I	
85574	Strts/broom sweeping srvc June 2011		06/30/2011	8,640.00
Check Total:				8,640.00
Check No: 0	Check Date: ?	Vendor: 1075	Prime Signs	
N-1709	Dwntwn/awning/instal hrdwr/artwork f		06/24/2011	4,957.85

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				4,957.85
Check No: 0	Check Date: ?	Vendor: 1285	Dept of Corrections and Rehabi	
1800101207 2	PblcWrks/dedicated work crew		06/17/2011	72.69
1800101206 2	PblcWrks/dedicated work crew		06/17/2011	448.80
1800101207 1	Strts/maint-CCI		06/17/2011	59.47
1800101206 1	Strts/maint-CCI		06/17/2011	367.20
Check Total:				948.16
Check No: 0	Check Date: ?	Vendor: 1403	John M. Ables	
062811	Arprt/replace light & reconnect		06/28/2011	265.00
Check Total:				265.00
Check No: 0	Check Date: ?	Vendor: 1404	Bowman Asphalt, Inc.	
1023701	Arprt/place 7" asphalt/traffic contr		10/31/2010	4,980.00
Check Total:				4,980.00
Check No: 0	Check Date: ?	Vendor: 2111	Swift Napa Auto Parts	
706109	PblcWrks/primary wire/trans fix/rela		06/16/2011	41.89
705134	PblcWrks/spark plug wire set		06/07/2011	27.59
707343	PD/headlight bulb		06/28/2011	28.12
706636	Arprt/air & oil filters		06/21/2011	119.45
Check Total:				217.05
Check No: 0	Check Date: ?	Vendor: 2589	Jerome's Tractor Service	
C-11-249	Weed Abatement/move in fee/tractor/l		06/27/2011	570.00
C-11-250	Weed Abatement/move in fee		06/27/2011	150.00
C-11-251	Weed Abatement/move in fee/tractor/l		06/27/2011	990.00
C-11-252	Weed Abatement/move in fee/tractor		06/30/2011	220.00
C-11-253	Weed Abatement/move in fee/tractor/l		06/30/2011	4,840.00
C-11-254	Weed Abatement/move in fee/tractor		06/30/2011	290.00
Check Total:				7,060.00
Check No: 0	Check Date: ?	Vendor: 2636	HDWBC	
17505	Arprt/cable/ties/connetors/shelves		03/23/2011	694.01
Check Total:				694.01
Check No: 0	Check Date: ?	Vendor: 2874	Department of Justice, Account	
859799	Misc Fees/Rev-Police/fingerprint app		06/30/2011	181.00
Check Total:				181.00
Check No: 0	Check Date: ?	Vendor: 2960	A-1 Air Conditioning & Heating	
09943	Arprt/freon/filter/service call		06/22/2011	169.55
Check Total:				169.55
Check No: 0	Check Date: ?	Vendor: 2978	Andy Gump, Inc	
44742	PblcWrks/6' chain link fence&gate re		06/16/2011	89.63
Check Total:				89.63
Check No: 0	Check Date: ?	Vendor: 3066	AECOM Technical Services, Inc.	
37144594B	Plan Check Fee/Oreillys Auto Parts		07/18/2011	3,687.23
37144594A	Plan Check Fee/TVHD Non-OSHDP		07/18/2011	8,232.37
37144223C	GenGov/tract 6216 legal		07/18/2011	92.50
37144295D	GenGov/legal support		07/18/2011	555.00
37144295E	GenGov/Eng. meeting (field)		07/18/2011	292.50
37144295B	GenGov/Eng. meeting (Plaza Mylar pl		07/18/2011	2,853.00
37144295A	GenGov/Eng. meeting (At special rat		07/18/2011	1,800.00
37144223A	CommDev/Viilage at Teh		07/18/2011	2,960.00
37144080A	CommDev/Viilage at Teh		07/18/2011	3,428.13

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
37144223B	CommDev/SCE expansion		07/18/2011	462.50
37144080B	CommDev/SCE expansion		07/18/2011	58.50
37144172A	CommDev/Teh Hospital		07/18/2011	85.00
37144172B	CommDev/Red Apple Pavillion		07/18/2011	170.00
37144172C	CommDev/St Malachy Church		07/18/2011	340.00
37144560A	CommDev/Oreillys Auto Parts		07/18/2011	2,250.00
37144560B	CommDev/Pesche Revision		07/18/2011	500.00
37144570	Prop84 app/Antelope Park design prjct		07/18/2011	2,995.00
37144527	Traffic model & study prjct		07/18/2011	21,169.48
37144284	Dwntwn Beautification Ph2 prjct		07/18/2011	18,229.26
37144103	Centennial Plaza/construction admin		07/18/2011	705.00
37144112	Challenger Dr Extension 17117		07/18/2011	428.00
37144207	Teh Blvd St Improv IV		07/18/2011	2,822.14
37144799	New Treatment Plant/upgrade prjct		07/18/2011	11,039.78
37144309	Arprt/archaeo/bio study prjct		07/18/2011	1,960.00
Check Total:				87,115.39
Check No: 0	Check Date: ?	Vendor: 3093	Kern County Animal Control	
062011	GenGov/Quarterly Apr 2011 - Jun 2011		06/20/2011	6,500.00
Check Total:				6,500.00
Check No: 0	Check Date: ?	Vendor: 3363	RSINet	
518	Arprt/data service April-June		07/05/2011	180.00
Check Total:				180.00
Check No: 0	Check Date: ?	Vendor: 3393	Kimley-Horn and Associates, In	
4474402	General Plan Update		06/30/2011	10,350.00
Check Total:				10,350.00
Check No: 0	Check Date: ?	Vendor: 3394	Yahoo! Custodian of Records	
062611	PD/subscriber info/IR No. 181613		06/26/2011	20.44
Check Total:				20.44
Report Total:				158,163.32

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 34134 07182011	Check Date: 07/19/2011 Fnnc/Disbursement listing fee FY2010	Vendor: 0404	State Controller, Attn: Margar 07/18/2011	100.00
			Check Total:	100.00
			Report Total:	0.00
				100.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 34148 070111	Check Date: 07/20/2011 GenGov/white page account	Vendor: 1851	AT&T 07/01/2011	11.71
			Check Total:	11.71
Check No: 34149 70940	Check Date: 07/20/2011 Arprt/av fuel	Vendor: 2113	Fuel Controls, Inc. 07/07/2011	21,053.18
			Check Total:	21,053.18
			Report Total:	21,064.89

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 34150		Check Date: 07/25/2011	Vendor: 2963	AT&T
0606111	GenGov/City Hall		07/05/2011	489.02
0606112	GenGov/City Hall fax		07/05/2011	57.88
0606113	GenGov/108 Pinon fax		07/05/2011	15.08
0606114	PblcWrks/fax		07/05/2011	29.92
0606115	PD/breathalyzer machine		07/05/2011	15.52
0606116	PD/129 E F st		07/05/2011	303.31
0606117	Depot		07/05/2011	45.74
0606118	Swr/WWTP office		07/05/2011	64.61
0606119	Swr/SCADA		07/05/2011	75.51
06061110	Swr/lift station		07/05/2011	15.52
06061111	Arprt/AWOS		07/05/2011	15.21
06061112	Arprt/Fuel syst		07/05/2011	15.52
Check Total:				1,142.84
Check No: 34151		Check Date: 07/25/2011	Vendor: 0395	The Gas Company
0711111	PD/heating&ac/129 E F st		07/11/2011	23.86
0711113	Wtr/heating&ac/100 CommWay		07/11/2011	15.78
0711112	Arprt/heating&ac/409 Bryan ct		07/11/2011	23.27
Check Total:				62.91
Check No: 34152		Check Date: 07/25/2011	Vendor: 2695	Home Depot Credit Services
4023871	GenGov/lighting cage/ratchet tie/pad		06/30/2011	346.26
4013509	GenGov/gas can/fldng tables/pliers		06/30/2011	264.07
2022922	GenGov/hc II/film aid/windex/24 pc m		06/22/2011	191.94
1994772	PblcWrks/hld shovel		06/23/2011	10.79
8991209	PblcWrks/250 whalde		06/06/2011	7.00
6564207	PblcWrks/aim n flame/brush		06/28/2011	8.40
6995952	PblcWrks/tank w/gas		06/28/2011	46.47
5564241	PblcWrks/pespirator/clorox/pine sol		06/29/2011	22.20
3994304	PblcWrks/water cooler		06/21/2011	47.50
5021193	PblcWrks/2x4-12 gdf		06/09/2011	4.08
4012391	PblcWrks/gas can		06/20/2011	11.34
9993025	Cnstrctn/drill pump/enr max		06/15/2011	19.61
4012495	Cnstrctn/10" level/12" stbarclmp/whl		06/20/2011	127.75
3022767	Cnstrctn/blast bags/hxbl		06/21/2011	29.11
3994344	Cnstrctn/16 gal vac		06/21/2011	125.92
1012751	Cnstrctn/enr max		06/23/2011	12.26
8011257	Cnstrctn/12" clamps		06/06/2011	42.26
5990065	Cnstrctn/crimp & wire wheels		06/29/2011	57.05
8991154	Strts/shelf brkt		06/06/2011	8.53
7013152	Strts/1 ga spyayer		06/27/2011	15.12
8011199	Wtr/nozzle/pruner/calframe		06/06/2011	62.06
4990231	Wtr/2x60 yd apd tp		06/30/2011	3.66
8022136	Wtr/13 gal bags		06/16/2011	11.89
4023917	Wtr/cartridges/respirator		06/30/2011	60.01
8993187	Wtr/pipe wrap		06/16/2011	11.34
8143282	Swr/20 6' post		06/06/2011	94.18
3022784	Swr/trig snaps/zinc chain		06/21/2011	15.52
1572427	Swr/nylon poly/10pk pu gv/fg12pkltgx		06/23/2011	174.15
6995834	Swr/3/4" cap		06/28/2011	0.68
8993306	Swr/bucket/lemon pine		06/16/2011	17.37
7021015	Arprt/1/2" caps/blk pip		06/07/2011	23.60
5563164 060911	Arprt/hornet spray/brsh/covers/shear		06/09/2011	222.78
1021794	Arprt/indr fogger		06/13/2011	28.23
8563582	Arprt/padlock/keys		06/16/2011	59.62
1012822	Arprt/soak hose/12" gal stk/puttyknf		06/23/2011	258.00
8991178	Arprt/mason line/spray pnt		06/06/2011	30.07
8991111	Lndscp/bits/plstc bags/hex bolts		06/06/2011	56.33
8991130	Lndscp/pln chnrl		06/06/2011	15.84

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
7991313	Lndscp/enr max		06/07/2011	12.26
7991370	Lndscp/clk gn		06/07/2011	12.67
1011772	Lndscp/setpac/sawhorse		06/13/2011	293.53
9012082	Lndscp/torch blade/sldg/duplex		06/15/2011	98.23
8012187	Lndscp/2x4-10 gdf/bar clmp		06/16/2011	52.01
4012497	Lncscp/setpac ez		06/20/2011	171.50
2012694	Lndscp/setpac ez/epoxy/epoxy tool		06/22/2011	262.71
2580797	Lndscp/emn22I		06/22/2011	22.05
1133057	Lndscp/2-75' hose		06/23/2011	84.59
Check Total:				3,552.54
Check No: 34153	Check Date: 07/25/2011	Vendor: 1070	Kern County Environmental Heal	
0233808	Arprt/permits&fees		06/15/2011	409.00
Check Total:				409.00
Check No: 34154	Check Date: 07/25/2011	Vendor: 0372	Southern California Edison	
0712111	Wtr/126 S Snyder av		07/12/2011	614.04
0712112	Wtr/NW cor Anita/Dennison		07/12/2011	3,877.33
Check Total:				4,491.37
Check No: 34155	Check Date: 07/25/2011	Vendor: 3011	Verizon Wireless	
0990886143	PD/mobile broadband		07/01/2011	311.86
Check Total:				311.86
Report Total:				9,970.52

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 39960028	Check Date: ? PblcWrks/acetylene	Vendor: 0015	211-Praxair Distribution, Inc. 06/20/2011	118.15
			Check Total:	118.15
Check No: 0 B102931	Check Date: ? Wtr/samples/Wells	Vendor: 0035	BC Laboratories, Inc. 06/30/2011	120.00
B102721 1	Wtr/samples/Hickory/Curry Resv		06/28/2011	75.00
B102742	Wtr/samples/Dennison Well		06/28/2011	15.00
B102252	Wtr/samples/Dennison Well		06/22/2011	15.00
B102219	Wtr/samples/Dennison Well		06/22/2011	15.00
B102302 1	Wtr/samples/East I/W D/Mojave Well		06/21/2011	175.00
B102721 2	Wtr/samples/Hickory/Curry Resv		06/28/2011	24.00
B102743	Wtr/samples/Curry Resv		06/28/2011	15.00
B102302 2	Wtr/samples/East I/W D/Mojave Well		06/21/2011	24.00
B102220	Wtr/samples/Curry Resv		06/21/2011	15.00
B102253	Wtr/samples/Curry Resv		06/21/2011	15.00
B102346	Swr/samples/WWTP		06/21/2011	210.00
B102932	Swr/samples/WWTP		06/30/2011	210.00
B102584	Swr/samples/WWTP		06/22/2011	210.00
			Check Total:	1,138.00
Check No: 0 7309404	Check Date: ? Swr/ph storage solution	Vendor: 0193	Hach Company 06/28/2011	44.02
			Check Total:	44.02
Check No: 0 062811	Check Date: ? PblcWrks/two griddles/brny/mzla	Vendor: 0249	K-Mart 06/28/2011	63.87
			Check Total:	63.87
Check No: 0 1	Check Date: ? GenGov/legal srvc-WalMart	Vendor: 0263	Lebeau, Thelen, LLP 06/30/2011	1,767.00
19	PblcWrks/legal fees		06/30/2011	37.00
6	PD/legal srvc		06/30/2011	916.50
31	LLD/legal srvc		06/30/2011	5,599.50
			Check Total:	8,320.00
Check No: 0 140147259	Check Date: ? PblcWrks/twl cntn/cvr auto/cov twl	Vendor: 0300	Mission Linen & Uniform Servic 06/28/2011	69.91
93913	PblcWrks/post pp		06/14/2011	4.00
94454	PblcWrks/cov blue		03/08/2011	17.50
			Check Total:	91.41
Check No: 0 231	Check Date: ? GenGov/ae lin&sky	Vendor: 0332	Petty Cash 03/11/2011	5.74
0643201	GenGov/lysol wipes		03/16/2011	12.98
0643202	GenGov/dixie plates		04/02/2011	13.33
			Check Total:	32.05
Check No: 0 0243273	Check Date: ? PblcWrks/oil	Vendor: 0362	RSI Petroleum Products 05/06/2011	213.76
0244448	PblcWrks/fuel		06/28/2011	960.31
0244121	PblcWrks/fuel		06/14/2011	1,060.70
			Check Total:	2,234.77
Check No: 0 070111	Check Date: ? Swr/water for samples/cooler rent	Vendor: 0399	Sparkletts 07/01/2011	114.80
			Check Total:	114.80

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 17490	Check Date: ? Strts/Annual street report 09/10 FY	Vendor: 0404	State Controller's Office 06/30/2011	2,124.77
			Check Total:	2,124.77
Check No: 0 130415	Check Date: ? Strts/misc screws	Vendor: 0430	Tehachapi Lumber Company 06/23/2011	2.60
130412	Strts/drill bits/return		06/23/2011	-1.08
130411	Strts/drill bit		06/23/2011	23.80
130272	Lndscp/handle trd/squege sponge		06/14/2011	36.23
130256	Lndscp/plywood/chamfer strip		06/13/2011	341.82
130388	Lndscp/jointer mason barrel		06/22/2011	19.68
130399	Lndscp/spec mix pallet		06/23/2011	416.57
130289	Lndscp/rebar		06/16/2011	351.38
			Check Total:	1,191.00
Check No: 0 12372845 1	Check Date: ? GenGov/promotion jv	Vendor: 0431	Tehachapi News 06/07/2011	54.50
12393091 1	GenGov/promotion jv		06/14/2011	54.50
12393091 2	GenGov/promotion jv		06/14/2011	54.50
96140	GenGov/fin charge		06/30/2011	15.32
12372845 2	GenGov/promotion jv		06/30/2011	54.50
12417433	CommDev/Public Hearing		06/28/2011	123.75
12391099	Wtr/Regional Urban Wtr mngmnt plan		06/07/2011	80.00
			Check Total:	437.07
Check No: 0 117360-0	Check Date: ? Hotdog Festival/laminate	Vendor: 0476	WITTS Everything for the Office 06/30/2011	9.74
117102-1	GenGov/ltr wide rule pad		06/17/2011	4.84
117333-0	GenGov/velcor fastener		06/30/2011	22.96
117205-0	GenGov/capitol bond		06/22/2011	47.50
530588-0	GenGov/posterboard		06/30/2011	1.71
117303-0	GenGov/paper/staples/bndrs/folder/st		06/29/2011	150.53
117305-0	CommDev/color copy		06/28/2011	9.41
			Check Total:	246.69
Check No: 0 600573	Check Date: ? Wtr/first aid supplies	Vendor: 0478	Zee Medical Service 06/30/2011	83.41
600570	Swr/first aid supplies		06/30/2011	67.22
			Check Total:	150.63
Check No: 0 34462	Check Date: ? PblcWrks/parts/travel warrenty	Vendor: 0503	Coastline Equipment 06/22/2011	144.89
			Check Total:	144.89
Check No: 0 54256860	Check Date: ? PblcWrks/mdl 30 w/prm solvent/servic	Vendor: 0509	Safety-Kleen Systems, Inc. 06/29/2011	321.67
			Check Total:	321.67
Check No: 0 544994	Check Date: ? Pinon Sump/air hose	Vendor: 0543	BSE Rents 06/16/2011	8.26
			Check Total:	8.26
Check No: 0 2014980	Check Date: ? PblcWrks/clamps/wshrs/screws/ties	Vendor: 0817	Kimball Midwest 06/30/2011	241.37
			Check Total:	241.37
Check No: 0 4014	Check Date: ? GenGov/envelopes/letterhead	Vendor: 1055	Mercury Graphics 06/27/2011	198.64

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				198.64
Check No: 0	Check Date: ?	Vendor: 1097	Hannah H. Chung	
062411	Finance/mileage reimbursement/RMA mt		06/24/2011	161.16
Check Total:				161.16
Check No: 0	Check Date: ?	Vendor: 1495	Ace Industrial Supply	
1088322	PblcWrks/sanding discs		06/13/2011	511.04
1089472	Strts/canvas tarp		06/16/2011	633.01
Check Total:				1,144.05
Check No: 0	Check Date: ?	Vendor: 1729	Alpha Landscape Maintenance	
10906 1	GenGov/Market Place		06/27/2011	3.43
10906 14	GenGov/Pioneer Park		06/27/2011	10.29
10906 15	GenGov/Old Town planter		06/27/2011	3.43
10906 17	GenGov/Old fire house		06/27/2011	3.43
10906 18	GenGov/Robinson park		06/27/2011	3.43
10906 19	GenGov/Taco Sandwich		06/27/2011	3.43
10906 20	GenGov/Senior Center		06/27/2011	3.43
10906 22	GenGov/Robinson parking lot		06/27/2011	1.72
10886	Lndscpe/weed abatement/spray roundup		06/20/2011	237.50
10906 21	Depot/Railroad Depot		06/27/2011	6.86
10906 2	Strts/Mill st islands		06/27/2011	10.29
10906 3	Strts/Capital Hills		06/27/2011	6.86
10906 9	Strts/S Curry		06/27/2011	6.86
10906 12	Strts/Dennison		06/27/2011	10.29
10906 10	LLD/Heritage Oaks		06/27/2011	34.31
10906 13	LLD/Clear View		06/27/2011	3.43
10906 4	LLD/Manzanital Park		06/27/2011	10.29
10906 5	LLD/KB tract Highland		06/27/2011	3.43
10906 6	LLD/Alta tract/Warrior park		06/27/2011	78.90
10906 7	LLD/Alta lawns		06/27/2011	6.86
10906 8	LLD/Alta planters		06/27/2011	34.31
10906 11	LLD/KB/Dennison		06/27/2011	96.06
10906 16	LLD/Mill st cottage		06/27/2011	1.72
Check Total:				580.56
Check No: 0	Check Date: ?	Vendor: 1801	HD Supply Waterworks, LTD	
3148371	Wtr/ss insert/ball mtr valve/cplgs		06/22/2011	619.38
3039233	Wtr/totalizer & bonnet cmpl		06/24/2011	227.88
Check Total:				847.26
Check No: 0	Check Date: ?	Vendor: 1947	Tehachapi Lawn and Garden	
06162011	Cnstrctn/pull rope		06/16/2011	5.36
Check Total:				5.36
Check No: 0	Check Date: ?	Vendor: 1975	Kings River Casting	
30826	Dwntwn Beautification Ph2/evergreen		06/23/2011	10,956.12
Check Total:				10,956.12
Check No: 0	Check Date: ?	Vendor: 2111	Swift Napa Auto Parts	
707363	PblcWrks/oil		06/28/2011	119.25
707296	Strts/trans filter kit		06/27/2011	12.44
Check Total:				131.69
Check No: 0	Check Date: ?	Vendor: 2151	Melo's Gas & Gear	
371609 UC	PblcWrks/acetylene		06/30/2011	1.43
Check Total:				1.43

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0	Check Date: ?	Vendor: 2200	Argo Chemical	
1106167	Wtr/chlor sol		06/23/2011	473.02
1106067	Wtr/chlor sol		06/13/2011	1,075.25
			Check Total:	1,548.27
Check No: 0	Check Date: ?	Vendor: 2228	Traffic Control Service, Inc.	
1028511	Strts/cardboard no parking signs		06/14/2011	491.76
			Check Total:	491.76
Check No: 0	Check Date: ?	Vendor: 2459	CSG Systems, Inc.	
73645 7	GenGov/The Crossing June 2011		06/27/2011	39.50
73645 4	Rfs/postage		06/27/2011	184.38
73645 3	Rfs/printing		06/27/2011	102.76
73645 5	Wtr/postage		06/27/2011	460.96
73645 2	Wtr/printing		06/27/2011	256.89
73645 6	Swr/postage		06/27/2011	276.58
73645 1	Swr/printing		06/27/2011	154.13
			Check Total:	1,475.20
Check No: 0	Check Date: ?	Vendor: 2636	HDWBC	
17872	IT/monthly consulting June 2011		07/01/2011	2,000.00
17865	IT/HP server/hrd drive/operating sof		06/30/2011	16,538.63
			Check Total:	18,538.63
Check No: 0	Check Date: ?	Vendor: 2892	Mountain Maintenance Group, In	
4161 1	GenGov/cleaning/115 S Robinson		07/07/2011	240.00
4149 1	GenGov/cleaning/115 S Robinson		06/28/2011	240.00
4161 2	PD/cleaning/129 East F		07/07/2011	300.00
4149 2	PD/cleaning/129 E F		06/28/2011	300.00
4163	Depot/cleaning/101 W Teh blv		07/07/2011	250.00
4151	Arprt/cleaning/314 N Hayes		06/28/2011	50.00
4162	Arprt/cleaning/314 N Hayes		07/07/2011	50.00
			Check Total:	1,430.00
Check No: 0	Check Date: ?	Vendor: 2981	Burke, Williams & Sorenson, LL	
147908	A/R Foreclosure-various 89-2		07/07/2011	9,116.21
			Check Total:	9,116.21
Check No: 0	Check Date: ?	Vendor: 3051	Tehachapi Transmissions, Inc.	
2542	PD/spark plgs/engine oil/oil filter		06/30/2011	1,006.86
2541	PD/oil filter/mtr oil/head light wir		06/29/2011	96.00
2546	PD/wtr pump/antifreeze		06/30/2011	182.00
2535	PD/oil filter/mtr oil		06/29/2011	32.00
			Check Total:	1,316.86
Check No: 0	Check Date: ?	Vendor: 3094	Dunn Edwards Corporation	
2032079993	Strts/stencil guard/tip		06/09/2011	816.77
			Check Total:	816.77
Check No: 0	Check Date: ?	Vendor: 3294	Lewis Barricade	
1301546	Strts/signs/cure white		06/29/2011	496.87
			Check Total:	496.87
Check No: 0	Check Date: ?	Vendor: 3372	1-800- Conference	
052611	Brandprint/contract service/tele con		05/26/2011	61.62
			Check Total:	61.62
			Report Total:	66,341.88

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 33990 062711	Check Date: 06/30/2011 Pre-paid Expenses/entertainment	Vendor: 3385	Bear Mountain Boys 06/27/2011	250.00
			Check Total:	250.00
Check No: 33991 062311	Check Date: 06/30/2011 CommDev/CEQA exempt processing fee	Vendor: 1469	Kern County Clerk 06/23/2011	50.00
			Check Total:	50.00
Check No: 33992 062911	Check Date: 06/30/2011 Hotdog Festival	Vendor: 0332	Petty Cash 06/29/2011	160.00
			Check Total:	160.00
Check No: 33993 062711	Check Date: 06/30/2011 Pre-paid Expenses/entertainment	Vendor: 2237	Tehachapi Community Orchestra 06/27/2011	500.00
			Check Total:	500.00
Check No: 33994 062711	Check Date: 06/30/2011 Pre-paid Expenses/entertainment	Vendor: 3371	Tehachapi POPS Orchestra 06/27/2011	500.00
			Check Total:	500.00
Check No: 33995 062711	Check Date: 06/30/2011 Pre-paid Expenses/Pancake breakfast	Vendor: 2580	Tehachapi Warrior Boosters 06/27/2011	95.00
			Check Total:	95.00
Check No: 33996 062711	Check Date: 06/30/2011 Pre-paid Expenses/Entertainment	Vendor: 3384	The Time Machine 06/27/2011	500.00
			Check Total:	500.00
			Report Total:	2,055.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 34086 402843	Check Date: 07/14/2011 Lndscp/2 pumps/12 1/2 yds pumped	Vendor: 3135 Juan Acuna	06/23/2011	425.00
			Check Total:	425.00
Check No: 34087 2478069 2479743	Check Date: 07/14/2011 Wtr/fax Swr/telemetry syst	Vendor: 2963 AT&T	07/02/2011 07/02/2011	47.46 15.52
			Check Total:	62.98
Check No: 34088 482138 467425 0318379 3078 002 0334 2269 127010 0215 810122 240143	Check Date: 07/14/2011 Hotdog Festival/straw rocket launche Hotdog Festival/klean klay Hotdog Festival/small toys Hotdog Festival/small toys Hotdog Festival/supplies GenGov/meals GenGov/meals GenGov/lodging GenGov/meals GenGov/fuel GenGov/fuel	Vendor: 2893 Acct. 8855 General Use Acct. 8855 General Use Acct. 8803 General Use Acct. 8803 General Use Acct. 8855 General Use	Cardmember Service 06/16/2011 06/20/2011 06/09/2011 06/08/2011 06/09/2011 06/08/2011 06/09/2011 06/10/2011 06/07/2011 06/10/2011 06/07/2011	312.71 36.42 325.39 73.03 68.54 21.64 16.26 229.77 7.60 63.34 31.73
			Check Total:	1,186.43
Check No: 34089 07112011	Check Date: 07/14/2011 Clerk/CCAC/membership meeting	Vendor: 0685 CCAC	07/11/2011	30.00
			Check Total:	30.00
Check No: 34090 07052011 2 07052011 1	Check Date: 07/14/2011 GenGov/Fleet vehicle fuel PD/Fleet vehicle fuel	Vendor: 1739 Chevron & Texaco Business Card	07/05/2011 07/05/2011	240.91 5,968.04
			Check Total:	6,208.95
Check No: 34091 070511	Check Date: 07/14/2011 GenGov/heating & ac/115 S Robinson	Vendor: 0395 The Gas Company	07/05/2011	3.22
			Check Total:	3.22
Check No: 34092 05312011	Check Date: 07/14/2011 Dwntwn Beautification Ph2/Pay Estmt	Vendor: 1694 Granite Construction Company	05/31/2011	126,991.65
			Check Total:	126,991.65
Check No: 34093 0707115 0706116 0707117 0707111 0707112 0707113 0707114 0707118 0706119 07061110 07071111 07071112 07071113 07071114 07071115 07071116 07071117 07071118	Check Date: 07/14/2011 Strts/Dennison/Brett av Strts/Curry st/Walnut Strts/Teh blv/Dennison Strts/Curry st S/O Pinon Strts/Valley bl W/O Dennison Strts/Goodrick dr E/O Dennison Strts/800 S Curry st Strts/710 W Teh blv Strts/303 E av D Strts/326 E D st Strts/Tucker/Valley Strts/Mill st S/O E st Strts/Highline & Curry Strts/213 W I st Strts/F st E/O Mulberry Strts/Mill and J st Strts/TR 45361 Mulberry ap Strts/Mill and J st	Vendor: 0372 Southern California Edison	07/07/2011 07/06/2011 07/07/2011 07/07/2011 07/07/2011 07/07/2011 07/07/2011 07/07/2011 07/06/2011 07/06/2011 07/07/2011 07/07/2011 07/07/2011 07/07/2011 07/07/2011 07/07/2011 07/07/2011 07/07/2011	42.65 16.09 12.28 15.57 394.10 197.05 32.52 159.00 15.31 19.97 126.12 11.02 16.16 11.02 178.34 107.48 54.89 71.05

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
07071119	Strts/Tucker rd/Hwy 202		07/07/2011	169.85
07081120	Strts/Mulberry/Brentwood		07/08/2011	73.85
07081121	Strts/Dennison/Pinon st		07/08/2011	1,213.09
07081122	Strts/Manzanite/Green		07/08/2011	272.78
07091123	Strts/1300 Goodrick dr #Z		07/09/2011	21.26
07071124	Strts/100 W Teh blv #B		07/07/2011	132.42
07071125	Strts/101 W F st		07/07/2011	191.89
07071126	Strts/Tr 2995 Oakwood/Val		07/07/2011	7,261.77
07071149	Strts/Teh/Tucker		07/07/2011	48.48
07071150	Wtr/Pinon		07/07/2011	3,247.64
07081151	Wtr/129 Brentwood dr		07/08/2011	3,416.58
07081152	Wtr/Wht Oak extnd E Curry		07/08/2011	1,560.31
07061129	Wtr/Curry		07/06/2011	9,539.24
07071130	Wtr/1299 S Curry st		07/07/2011	2,964.36
07071148	Swr/000000 Teh blv		07/07/2011	156.61
07091131	Swr/755 Steuber Well		07/09/2011	1,051.22
07091132	Arprt/NE cor Teh Airport		07/09/2011	190.86
07091133	Arprt/Dennison S/O Hwy 58		07/09/2011	148.64
07071127	Strts/Tr 2995 Oakwood/Val		07/07/2011	252.96
07071134	LLD/180 Valley		07/07/2011	21.99
07071128	Strts/Tr 2995 Oakwood/Val		07/07/2011	179.52
07091135	LLD/115 Manzanita st		07/09/2011	23.17
07091136	LLD/209 E Highline rd PED		07/09/2011	21.26
07071137	LLD/311 Sutter st		07/07/2011	21.99
07071138	LLD/501 1/2 Pinon		07/07/2011	21.99
07071139	LLD/115 Manzanita ln		07/07/2011	21.99
07061140	LLD/1347 Clasico dr PED		07/06/2011	23.60
07061141	LLD/1115 Alder av PED		07/06/2011	24.96
07061142	LLD/1415 Alder av PED		07/06/2011	22.72
07091143	LLD/1199 Canyon dr East		07/09/2011	21.99
07091144	LLD/1200 S Dennison		07/09/2011	22.92
07091145	LLD/1202 S Dennison		07/09/2011	24.76
07091146	LLD/1000 Canyon dr W		07/09/2011	21.99
07081147	LLD/Mill st/D st		07/08/2011	76.08
Check Total:				33,945.36
Check No: 34094	Check Date: 07/14/2011	Vendor: 0433	Tehachapi Recycling, Inc.	
06032011	Recycling contract		07/11/2011	13,372.32
Check Total:				13,372.32
Check No: 34095	Check Date: 07/14/2011	Vendor: 0434	Tehachapi Sanitation	
06012011	Kern County gate fees		07/11/2011	12,373.20
06222011	Refuse contract		07/11/2011	62,941.08
Check Total:				75,314.28
Check No: 34096	Check Date: 07/14/2011	Vendor: 2940	U.S. Bank Corporate Payment Sy	
082962	GenGov/meals	Acct. No. 3333 G. Garrett	06/16/2011	38.31
000012	GenGov/meals/TURPD	Acct. No. 3333 G. Garrett	06/20/2011	34.13
0871013	GenGov/fuel	Acct. No. 9510 C. Kirk	06/02/2011	48.11
0698220	GenGov/fuel	Acct. No. 3333 G. Garrett	05/25/2011	85.72
0870608	GenGov/fuel	Acct. No. 3333 G. Garrett	05/31/2011	87.40
0871912	GenGov/fuel	Acct. No. 3333 G. Garrett	06/07/2011	64.93
0872520	GenGov/fuel	Acct. No. 3333 G. Garrett	06/10/2011	86.84
1289014	GenGov/ac adapter/pwr supply/charge	Acct. No. 9510 C. Kirk	05/30/2011	10.19
900816	PblcWrks/3x5	Acct. No. 3358 D. Wahlstrom	05/31/2011	86.49
21408	PblcWrks/repair & service range/Seni	Acct. No. 3358 D. Wahlstrom	05/17/2011	161.65
48157084-000	PblcWrks/roller-padfoot	Acct. No. 3358 D. Wahlstrom	05/31/2011	284.57
48157084-001	PblcWrks/roller-padfoot	Acct. No. 3358 D. Wahlstrom	06/08/2011	740.55
051211	CommDev/subscription renewal	Acct. No. 3366 D. James	05/12/2011	206.50
053011 1	PD/lodging	Acct. No. 3374 J. Kermod	05/31/2011	291.42

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
053011 2	PD/lodging	Acct. No. 3374 J. Kermode	05/31/2011	97.14
1187679	PD/ldummy rounds/ammo	Acct. No. 3374 J. Kermode	06/08/2011	24.39
510	Council/Public Safety Policy mtng	Acct. No. 3275 E. Grimes	06/15/2011	234.18
031015	Swt/car wash	Acct. No. 9309 J. Curry	05/23/2011	8.00
070191	Swt/car wash	Acct. No. 9309 J. Curry	06/20/2011	8.00
59769	Arprt/lodging/advance reservation	Acct. No. 2516 T. Glasgow	06/06/2011	161.40
1044	RDA/trade show/lodging	Acct. No. 3366 D. James	06/23/2011	628.29
052711	RDA/ICSC/lodging	Acct. No. 3275 E. Grimes	05/27/2011	210.56
4949	RDA/ICSC/meals	Acct. No. 9510 C. Kirk	05/23/2011	8.11
6377	RDA/ICSC/meals	Acct. No. 9510 C. Kirk	05/23/2011	15.62
246241	RDA/ICSC/meals	Acct. No. 9510 C. Kirk	05/25/2011	7.06
052611	RDA/ICSC/meals	Acct. No. 9510 C. Kirk	05/26/2011	7.12
070124	RDA/ICSC/monorail	Acct. No. 9510 C. Kirk	05/23/2011	36.00
052611 2	RDA/ICSC/meals	Acct. No. 9510 C. Kirk	05/26/2011	16.16
8282	RDA/ICSC/meals	Acct. No. 9510 C. Kirk	05/24/2011	5.89
052611 3	RDA/ICSC/lodging	Acct. No. 9510 C. Kirk	05/26/2011	210.56
998	RDA/ICSC/meals	Acct. No. 9510 C. Kirk	05/25/2011	10.70
1370	RDA/ICSC/meals	Acct. No. 9510 C. Kirk	05/25/2011	11.35
069235	RDA/ICSC/meals	Acct. No. 3333 G. Garrett	05/22/2011	127.11
011297	RDA/ICSC/meals	Acct. No. 3333 G. Garrett	05/23/2011	78.74
4951	RDA/ICSC/meals	Acct. No. 3333 G. Garrett	05/23/2011	9.73
5687	RDA/ICSC/meals	Acct. No. 3333 G. Garrett	05/23/2011	23.24
246240	RDA/ICSC/meals	Acct. No. 3333 G. Garrett	05/25/2011	8.15
020216	RDA/ICSC/meals	Acct. No. 3333 G. Garrett	05/24/2011	7.34
8278	RDA/ICSC/meals	Acct. No. 3333 G. Garrett	05/24/2011	9.73
4	RDA/ICSC/meals	Acct. No. 3333 G. Garrett	05/24/2011	11.62
13520	RDA/ICSC/lodging	Acct. No. 3333 G. Garrett	05/22/2011	210.56
0698234	RDA/ICSC/meals	Acct. No. 3333 G. Garrett	05/25/2011	4.60
5008	RDA/ICSC/meals	Acct. No. 3333 G. Garrett	05/25/2011	2.70
5084	RDA/ICSC/meals	Acct. No. 3333 G. Garrett	05/25/2011	14.05
052411	RDA/ICSC/electrical service	Acct. No. 9510 C. Kirk	05/24/2011	135.72
091721	RDA/ICSC/monorail	Acct. No. 9510 C. Kirk	05/24/2011	36.00
Check Total:				4,606.63
Report Total:				262,146.82

CITY OF TEHACHAPI

			MONTH END BANK STATEMENT BALANCE					
<u>BANK ACCOUNTS</u>	<u>Institution</u>	<u>Acct#</u>	<u>1/31/2011</u>	<u>2/28/2011</u>	<u>3/31/2011</u>	<u>4/30/2011</u>	<u>5/31/2011</u>	<u>6/30/2011</u>
General Checking	Bank of the Sierra	21002-06457	238,784.41	670,492.53	249,993.75	341,330.26	555,723.02	574,144.09
Water Deposit Trust	Bank of the Sierra	21002-08503	87,236.75	83,816.75	82,596.75	86,576.75	82,007.75	82,314.63
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,391.64	87,404.75	87,417.86	87,430.97	87,444.08	87,455.37
AD 89-3	Bank of the Sierra	21002-81054	95,390.65	4,837.21	4,683.43	4,683.43	4,205.08	14,813.08
RDA Checking	Bank of the Sierra	21002-18650	22,069.82	22,071.48	22,073.14	22,074.06	22,074.80	22,075.54
Payroll	Bank of the West	709-031215	49,731.41	49,722.41	49,713.41	49,692.41	49,683.41	18,822.49
AFLAC Flex Spending	Bank of the West	709-039747	13,192.45	13,047.40	11,523.37	12,077.88	11,675.14	11,229.58
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	55,200.17	2,894.28	18,301.01	33,657.82	18,956.49	51,198.08
Ashtown Water Escrow	Bank of the West	CD 709-000-855969	106,148.99	106,148.99	106,148.99	106,148.99	106,148.99	106,148.99
COP 2000	Bank of New York	355977/355979	0.00 *	0.00 *	0.00 *	0.00 *	0.00 *	0.00 *
1994/2004 Refunding Bond	Bank of New York	870513-870517	0.00	0.00	0.00	59,759.38	0.00	0.00
RDA 2005 Bond Reserve	IXIS Funding Corp	G01230-004/001	574,590.00	574,590.00	574,590.00	574,590.00	574,590.00	574,590.00
CFD 90-1	Union Bank	67170669300-308	83.58	83.58	83.41	83.41	83.41	83.41
RDA 2007 Reserve	Bank of New York	870951/52/53/54	615,401.65	615,401.65	615,401.65	615,401.65	837,336.65	615,401.65
RDA 2005 Debt Serv Pmt Accts	Bank of New York	870711-16	3,264.28	9,238.90	9,238.90	9,238.90	203,890.15	9,238.90
LAIF	State of California	98-15-914	11,066,450.92	10,716,450.92	10,686,450.92	11,950,142.35	11,650,142.35	11,950,142.35
Total Funds in Banks			13,014,936.72	12,956,200.85	12,518,216.59	13,952,888.26	14,203,961.32	14,117,658.16
INVESTMENTS								
Federal Farm Credit Bank	BNY-Fed. Farm Credit Bank (1)	7621499	0.00	0.00	0.00	0.00	0.00	0.00
Short Term Investments	BNY-Dreyfus Inst'l Res Treas (3A)	870586	0.00	0.00	0.00	0.00	0.00	0.00
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	4,739.18	5,772.28	538,077.46	7,073.04	511,614.54	3,695.01
Govt. Securities-Fed Farm Cr Bk	Morgan Stanley (2)	117-067378-235	1,030,000.00	1,030,000.00	500,000.00	1,038,000.00	538,000.00	538,000.00
Govt. Securities-Fed Home Ln Bk	Morgan Stanley (2)	117-067378-235						510,000.00
Various Certificates of Deposit	Morgan Stanley (2)	117-067378-235	1,166,936.35	1,166,936.35	1,166,936.35	1,166,936.35	1,166,936.35	1,166,936.35
Federal Hm Ln Bank/Fannie Mae	BNY-Custodian (3)	870586 76214906	1,010,625.00	1,010,625.00	1,010,625.00	1,010,625.00	1,021,250.00	1,021,250.00
* Loaned to Wtr/Swr to pay-off COP2000			1,365,600.00	1,365,600.00	1,365,600.00	1,365,600.00	1,238,006.00	1,238,006.00
Total Investments			4,577,900.53	4,578,933.63	4,581,238.81	4,588,234.39	4,475,806.89	4,477,887.36
TOTAL PORTFOLIO			17,592,837.25	17,535,134.48	17,099,455.40	18,541,122.65	18,679,768.21	18,595,545.52

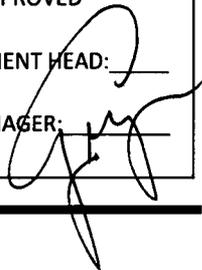


COUNCIL REPORTS

AGENDA SECTION: UTILITY MANAGER

MEETING DATE: AUGUST 1, 2011

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____



TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: JON CURRY, UTILITY MANAGER

DATE: JULY 26, 2011

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE KERN COUNCIL OF GOVERNMENTS TO CONDUCT GREENHOUSE GAS INVENTORIES AND DEVELOP ENERGY ACTION PLANS.

Kern Council of Governments has received funding through Southern California Edison to conduct greenhouse gas inventories and to develop energy action plans within Edison's territory.

DISCUSSION:

With support from the member agencies, Kern Council of Governments (Kern COG) sought and was awarded \$1,176,000 in funding from Southern California Edison to develop local government operations greenhouse gas (GHG) inventories based on energy use and energy action plans (EAP) for cities and for the County of Kern within Southern California Edison's Kern County service area. Through an arrangement spelled out in the attached memorandum of understanding, the City Council is responsible for designating a staff representative to assist in developing both the GHG inventory and the EAP by:

- providing input on a request for proposals for a vendor or vendors to prepare the products;
- assist in establishing targets and identifying opportunities for greenhouse gas reductions from energy use;
- assist in preparing a plan for the EAP's adoption, measurement and evaluation, including a description and schedule for stakeholder input and document updates;
- attend at least one public workshop within city boundaries to solicit input on the EAP template and how it should be tailored;
- assist in documenting the process for gathering and incorporating stakeholder input to the development of the City's EAP, and;
- assist in conducting an energy saving analysis for greenhouse gas inventories.

Kern COG will serve as project lead – unless otherwise requested – responsible for all contracts, timelines, and products. Upon completion, and after adequate opportunities for review and approval, the MOU requests that the City Council consider adopting the energy action plan for the City of Tehachapi and continue to participate in energy efficiency saving analyses for additional GHG inventories.

Recommendation:

Review and approve the memorandum of understanding between the City of Tehachapi and Kern Council of Governments.

Kern Region Energy Action Plans

Tasks and Budget

Agency	Task A	Task B	Task C	Task D	Total
Task Description	Develop a regional template for Energy Action Plans (EAPs)	Customize EAPs with energy efficiency language and data (Establish local government greenhouse gas inventory)	Facilitate Adoption of Energy Action Plans – Hold Public Workshops(Provide energy efficiency framework and data for other people doing planning)	Conduct the energy efficiency savings analysis for updates to the Greenhouse Gas inventory for the City or County	
California City	3,568	4,718	4,362	352	13,000
Delano	3,568	4,718	4,362	352	13,000
McFarland	3,568	4,718	4,362	352	13,000
Ridgecrest	3,568	4,718	4,362	352	13,000
Tehachapi	3,568	4,718	4,362	352	13,000
Kern County	19,821	26,210	23,079	1,958	71,068
CSD 1	19,821	26,210	23,079	1,958	71,068
CSD 2	19,821	26,210	23,079	1,958	71,068
CSD 3	19,821	26,210	23,079	1,958	71,068
CSD 4	19,821	26,210	23,079	1,958	71,068
CSD 5	19,821	26,210	23,079	1,958	71,068
CSD 6	19,821	26,210	23,079	1,958	71,068
CSD 7	19,821	26,210	23,079	1,958	71,068
CSD 8	19,821	26,210	23,079	1,958	71,068
Kern COG	83,788	109,421	238,912	36,467	468,588
Printing			3,000.00	5,500.00	8,500.00
Total	280,020	368,900	471,430	61,350	1,181,700



**Kern Council
of Governments**

June 23, 2011

Mr. Greg Garrett, City Manager
City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93561

Dear Mr. Garrett,

I am pleased to enclose a Memorandum of Understanding (MOU) between the City of Delano and Kern Council of Governments (Kern COG) that details each of our responsibilities in developing an Energy Action Plan for the City of Delano in accordance with the contract between Kern COG and Southern California Edison. I respectfully request that the Delano City Council place this MOU on its agenda for approval at its earliest convenience.

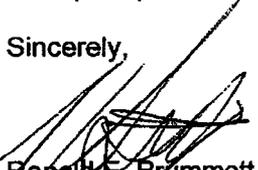
In early 2010, with support from its member agencies Kern COG was awarded \$1,176,000 from Southern California Edison to develop local government operations greenhouse gas (GHG) inventories based on energy use, and energy action plans (EAP) for cities and the County of Kern within Southern California Edison's service area. Through an arrangement spelled out in the attached memorandum of understanding, the City Council is responsible for designating a staff representative to assist in developing both the GHG inventory and the EAP by:

- providing input on a request for proposals for a vendor or vendors to prepare the products;
- assisting in establishing targets and identifying opportunities for greenhouse gas reductions from energy use;
- assisting in preparing a plan for the EAP's adoption, measurement and evaluation, including a description and schedule for stakeholder input and document updates;
- attending at least one public workshop within city boundaries to solicit input on the EAP template and how it should be tailored;
- assisting in documenting the process for gathering and incorporating stakeholder input to the development of the City's EAP, and;
- assisting in an energy saving analysis for greenhouse gas inventories.

Kern COG will serve as project lead – responsible for all contracts, timelines, and products. Upon completion, and after adequate opportunities for review and approval, the MOU requests that the City Council consider adopting the Energy Action Plan for the City of Delano and continue to participate in energy efficiency saving analyses for additional GHG inventories. I have attached a Budget by Task for your information. If you require any further information, please contact Linda Urata or Robert Phipps.

Your prompt consideration is appreciated.

Sincerely,


Ronald E. Brummett
Executive Director

Kern Council of Governments

1401 19th Street, Suite 300, Bakersfield, California 93301 (661) 861-2191 Facsimile (661) 324-8215 TTY (661) 832-7433 www.kerncog.org

Kern Region Energy Action Plans (KernREAP)

Tasks and Budget

Agency	Task A	Task B	Task C	Task D	Total
Task Description	Develop a regional template for Energy Action Plans (EAPs)	Customize EAPs with energy efficiency language and data (Establish local government greenhouse gas inventory)	Facilitate Adoption of Energy Action Plans – Hold Public Workshops(Provide energy efficiency framework and data for other people doing planning)	Conduct the energy efficiency savings analysis for updates to the Greenhouse Gas inventory for the City or County	
California City	\$ 3,568	\$ 4,718	\$ 4,362	\$ 352	\$ 13,000
Delano	3,568	4,718	4,362	352	13,000
McFarland	3,568	4,718	4,362	352	13,000
Ridgecrest	3,568	4,718	4,362	352	13,000
Tehachapi	3,568	4,718	4,362	352	13,000
Kern County	19,821	26,210	23,079	1,958	71,068
CSD 1	19,821	26,210	23,079	1,958	71,068
CSD 2	19,821	26,210	23,079	1,958	71,068
CSD 3	19,821	26,210	23,079	1,958	71,068
CSD 4	19,821	26,210	23,079	1,958	71,068
CSD 5	19,821	26,210	23,079	1,958	71,068
CSD 6	19,821	26,210	23,079	1,958	71,068
CSD 7	19,821	26,210	23,079	1,958	71,068
CSD 8	19,821	26,210	23,079	1,958	71,068
Kern COG	83,788	109,421	238,912	36,467	468,588
Printing			3,000	5,500	8,500
Total	\$ 280,020	\$ 368,900	\$ 471,430	\$ 61,350	\$ 1,181,700

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF TEHACHAPI AND
KERN COUNCIL OF GOVERNMENTS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this ___ day of _____ 2011, by and between the CITY OF TEHACHAPI (hereinafter "CITY") and the KERN COUNCIL OF GOVERNMENTS (hereinafter "KERN COG").

R E C I T A L S

WHEREAS, local demand for electricity has grown, and is expected to continue to grow in the future to support a growing population and economy and;

WHEREAS, citizens and businesses spend substantial amounts of money for energy and it makes economic sense and good public policy to encourage efficiency in populated areas; and

WHEREAS, energy efficiency programs enhance our environment by improving air quality, reducing greenhouse gases and other pollution, and conserving natural resources; and

WHEREAS, it is vital for communities to create Energy Action Plans (EAPs) and greenhouse gas inventories, and integrate the EAP with other long-term plans for the local jurisdiction and for the region; and

WHEREAS, there is a growing movement within California communities and businesses to improve everyday business practices and personal lives; and

WHEREAS, local agencies should lead their communities with innovative programs to address energy efficiency, sustainability and climate change; and

WHEREAS, KERN COG desires to assist CITY by facilitating funding of some of these innovative programs; and

WHEREAS, CITY desires to accept conditional funding to enhance its ability to improve the quality of energy efficiency within its area of influence.

NOW, THEREFORE, incorporating the foregoing recitals herein, TEHACHAPI and KERN COG mutually agree as follows:

1. **PURPOSE**. To develop and produce a Local Government Operations greenhouse gas inventory and Energy Action Plan for the CITY.
2. **TERM**. No work will be authorized by the CITY until this MOU has been fully executed by CITY and KERN COG. The term for this MOU shall end on December 15, 2012.
3. **RESPONSIBILITIES OF CITY**. The CITY shall:
 - a. Designate a city representative in development of a Local Government Operations greenhouse gas inventory and an Energy Action Plan;

- b. Adhere to the requirements attached to the "Subcontractor" as stated in Appendix A: CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT, Kern Council of Governments Strategic Plan Strategies, Between Southern California Edison and Kern Council of Governments;

The designated city representative shall:

- c. Provide information on municipal energy use for the Local Government Operations greenhouse gas inventory;
- d. Establish targets and identify opportunities for greenhouse gas reduction by improving energy efficiency;
- e. Use the template approved by Kern COG for collecting data of municipal energy use;
- f. Work with Kern COG and a consultant to prepare a plan for the development and adoption of the EAP ("EAP Plan"), which will include, at a minimum, a description and schedule for stakeholder input, and plans for the measurement and evaluation of the EAP;
- g. At Kern COG's request, provide an invitation list, select the meeting site, and attend at least one public workshop within city boundaries to solicit and gather input on the EAP Template and how it should be tailored;
- h. Document the process for gathering and incorporating stakeholder input to the development of CITY's EAP, including, at a minimum, a list of all events used to gather stakeholder input (e.g., meetings and workshops), including a list of all attendees and respective contact information, and a discussion of how stakeholder input was used in refining the EAP Template.
- i. Conduct an energy savings analysis for greenhouse gas inventories;
- j. Upon completion and satisfactory review and approval, the City Council shall consider adoption of the Energy Action Plan for CITY; and
- k. Establish a schedule for continued energy efficiency savings analyses, for greenhouse gas inventories, and for updates to the Energy Action Plan.

4. RESPONSIBILITIES OF KERN COG. KERN COG shall:

- a. Designate a program manager to administer and provide the required reporting as per the Contract and Scope of Work entered into with Southern California Edison on November 18, 2010 and attached to this MOU as Appendix A.
- b. Provide CITY representative with templates, tools, and timelines required to complete the work under this MOU.
- c. Issue a Request for Proposals and Scope of Work to hire a consultant to direct the Greenhouse Gas Inventories in the Participating Municipalities.

Task 2.A. - Deliverable(s)	Due Date(s)
1. Draft consultant Scope	April 29, 2011
2. Final consultant Scope	May 15, 2011
3. Draft MOUs	April 15, 2011
4. Final MOUs	April 23, 2011
5. Draft RFP	May 31, 2011
6. Final RFP	June 23, 2011
7. Bid Award Announcement	August 12, 2011
8. Documentation of EAP WG formation, including a description of the working group's goals and a list of members	June 23, 2011
9. Minutes from all EAP WG meetings	Monthly with Invoicing Requirements (see Task 3) for meetings held the preceding Month
10. Draft EAP Assessment and Planning Report	October 28, 2011
11. Final EAP Assessment and Planning Report	November 15, 2011
12. Draft EAP Template	January 6, 2012
13. Final EAP Template	February 1, 2012
14. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

Task 2.B. - Deliverable(s)	Due Date(s)
1. Draft Inventory Assessment and Planning Report	October 28, 2011
2. Final Inventory Assessment and Planning Report	November 15, 2011
3. Municipal energy use data collection template	November 15, 2011
4. Results of inventories for all Participating Municipalities	March 30, 2011
5. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

- d. Issue a Request for Proposals and Scope of Work to hire a consultant to direct the development of Energy Action Plans for the Participating Municipalities.

- e. Issue a Request for Proposals and Scope of Work to hire a consultant to direct the development of Energy Action Plan Outreach including Public Workshops for the Participating Municipalities.
- f. Designate a program manager to direct the Energy Action Plan public workshops.

Task 2.C. - Deliverable(s)	Due Date(s)
1. Draft EAP Plan	December 1, 2011
2. Final EAP Plan	January 1, 2012
3. Public Workshops on customization of EAPs	July 15, 2012
4. Draft EAP for each Participating Municipality	February 1, 2012
5. Final EAP for each Participating Municipality	August 30, 2012
6. Report on EAP Stakeholder Input	August 30, 2012
7. For all Participating Municipalities - resolutions adopting EAP or documentation of why EAP was not adopted and related alternate plans	October 1, 2012
8. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

Task 2.D. - Deliverable(s)	Due Date(s)
1. Draft GHG EE Analysis Plan	May 1, 2012
2. Final GHG EE Analysis Plan	June 29, 2012
3. Draft GHG EE Analysis Report	September 30, 2012
4. Final GHG EE Analysis Report	October 1, 2012
5. Draft Information Sharing Plan	September 4, 2012
6. Final Information Sharing Plan	October 1, 2012
7. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

5. **Amendments.** This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.
6. **Assignment.** Neither this MOU nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this MOU (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive

damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

7. Captions. Captions and headings in this MOU are solely for the convenience of the parties, are not a part of this MOU, and shall not be used to interpret or determine the validity of this MOU or any of its provisions.

8. Notices. All notices relative to this MOU shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: CITY OF TEHACHAPI
Attn: Greg Garrett, City Manager
115 South Robinson Street
Tehachapi, CA 93561

KERN COG: KERN COUNCIL OF GOVERNMENTS
Attn: Ron Brummett, Executive Director
1401 19th Street, Suite 300
Bakersfield, CA 93301

9. Compliance With All Laws. CITY shall, at CITY's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this MOU, and shall faithfully observe in all activities relating to or growing out of this MOU all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force.

10. Independent Contractor. This MOU calls for the performance of the services of the parties as independent contractors entering into a cooperative agreement. No party is an agent or employee of any other party for any purpose and is not entitled to any of the benefits provided by any party to its employees. This MOU shall not be construed as forming a partnership or any other association between parties.

11. Liability. No party shall be liable to the other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury or death of persons arising solely from any act or omission of the other party's officers, agents, or employees.

12. Binding Effect. The rights and obligations of this MOU shall inure to the benefit of, and be binding upon, the parties to the MOU and their heirs, administrators, executors, personal representatives, successors and assigns.

13. Corporate Authority. Each individual signing this MOU on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on

behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this MOU.

14. Execution. This MOU is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this MOU. Section 1654 of the California Civil Code shall not apply to the interpretation of this MOU.
15. Further Assurances. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this MOU and the intent of the parties to this MOU.
16. Merger and Modification. This MOU sets forth the entire agreement between the parties and supersedes all other oral or written representations.
17. Termination. This MOU may be terminated by any party upon ten (10) days' written notice, served by mail or personal service, to all other parties.
18. Resource Allocation. All obligations of CITY under the terms of this MOU are subject to the appropriation and allocation of resources by CITY.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed, the day and year first-above written.

"CITY"

"KERN COG"

CITY OF TEHACHAPI

KERN COUNCIL OF GOVERNMENTS

By: _____
Ed Grimes
Mayor

By: _____
RONALD E. BRUMMETT
Executive Director

By: _____
PAUL LINDER
Chairman

APPROVED AS TO CONTENT:

DEVELOPMENT SERVICES – PLANNING DIVISION

By: _____
David James
Community Development Director

APPROVED AS TO FORM:

City Attorney

By: _____
Tom Schroeter
City Attorney

By: _____
Tom Morgan
Deputy Kern County Counsel

COUNTERSIGNED:

By: _____
Hannah Chung
Finance Director

APPENDIX A

**CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT
Kern Council of Governments' Strategic Plan Strategies**

Between Southern California Edison and Kern Council of Governments

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Statement of Work

PROGRAM IMPLEMENTER: KERN COUNCIL OF GOVERNMENTS

PROGRAM NAME: KERN COG'S STRATEGIC PLAN STRATEGIES

PROGRAM BUDGET: \$1,176,000

SECTION 1: PROGRAM DESCRIPTION

A. Program Background: Pursuant to Decision 09-09-047, the CPUC authorized Southern California Edison ("SCE") to conduct strategic plan activities centered on energy efficiency and addressing the "Big, Bold" strategies and related local government goals found in the CPUC's California's Long-Term Energy Efficiency Strategic Plan ("CEESP")¹. Based on this authorization, SCE conducted a solicitation seeking to fund activities that would lead to long-term, sustainable changes as opposed to supporting staffing resources or short-term initiatives that would cease to exist once the funding had ended.

One of the selected programs in this solicitation is the Kern Council of Government's Strategic Plan Strategies ("Program") which promotes long-term energy efficiency and climate action activities. The Program will be implemented by the Kern Council of Governments ("Implementer" or "Kern COG"). Participating Municipalities consist of five (5) cities (California City, Delano, McFarland, Ridgecrest and Tehachapi) and one (1) county (Kern County). The Program will comprise four (4) major components: 1) Producing a regional Energy Action Plan ("EAP") template; 2) establishing municipal greenhouse gas inventories associated with energy use for each Participating Municipality; 3) facilitating adoption of EAPs by each Participating Municipality; and 4) conducting energy efficiency savings analyses for annual greenhouse gas inventories for each Participating Municipality. The Implementer will perform the Work tasks required in order to demonstrate how the Program will meet the objectives of the CEESP while working towards the following CEESP Goal:

- **Strategic Plan Goal 4:** "Local governments lead their communities with innovative programs for energy efficiency, sustainability and climate change."

B. Defined Terms: Capitalized terms not otherwise defined in this Statement of Work ("SOW") will have the meaning ascribed to them in the Contract, which is attached to the SOW and incorporated herein by reference.

1. Business Day: The period from one midnight to the following midnight, excluding

¹ Please go to www.californiaenergyefficiency.com for a copy of the CEESP.

Saturdays, Sundays, and holidays.

2. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays.
3. **Change Order:** Document SCE issues to Implementer and, unless otherwise provided in the Contract, Implementer accepts, and which changes or modifies the terms of the Contract.
4. **Contract:** Document issued by SCE to Implementer, as may be amended in writing as provided therein, which authorizes the Work, states the terms and conditions and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between SCE and the Implementer, with the following priority in the event of conflicting provisions: Change Orders, from the most recent to the earliest; the Statement of Work; the Contract; and any other referenced documents, and which facilitates payment to the Implementer for the Work described herein.
5. **Contract Program Manager or CPM:** The SCE Representative who will manage the Program.
6. **CPUC:** The California Public Utilities Commission.
7. **Customer:** A residence or business receiving electric service from SCE and paying the Public Goods Charge.
8. **Implementer:** Kern Council of Governments
9. **Incentive:** Financial support (e.g., Rebates, low-interest loans) to install energy efficiency Measures. The Incentives are solicited by the Customer and based on the Customer's billing history and/or Customer-specific information. Also, see Rebate.
10. **Measure**
 - Specific action which reduces or otherwise modifies energy end-use patterns.
 - A service or a product installation and operation which results in a reduction in on-site energy use, compared to what would have happened without the service or product installation.
11. **Month or Monthly:** A term ending on the last Calendar Day of each month.
12. **Participating Municipalities:** Cities of California City, Delano, McFarland, Ridgecrest and Tehachapi, and Kern County.

-
- 13. Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business goals for the Contract.
- 14. Public Goods Charge:** Non-bypassable systems benefit surcharges imposed on retail electric and gas customers to fund energy efficiency, renewable energy, research, development and demonstration, and low-income assistance programs.
- 15. Rebate:** An identified and pre-specified amount of money to be paid to Customer for the installation of one or more identified Measure(s) at the Customer's facility. There are two kinds of Rebates:
- **Prescriptive or Deemed Rebates:** A prescribed financial Incentive per unit for a prescribed Measure.
 - **Customized Rebate:** A financial Incentive determined using an analysis of the Customer's existing equipment (or applicable base-line for new construction) and the Measure to be installed.
- 16. SCE Representative:** The CPM or such other representative authorized by SCE to manage this Program.
- 17. Subcontractor:** An entity contracting directly or indirectly with Implementer to furnish services or materials as part of or directly related to Implementer's Work. Subcontractor may also include any Participating Municipality.
- 18. Title 24:** California Code of Regulations (CCR), Title 24, also known as the California Building Standards Code (composed of 12 parts). Title 24, Part 6 sets forth California's energy efficiency standards for residential and nonresidential buildings and was established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Title 24, Part 6 is the focus of the Work under this Contract.
- 19. Work:** Any and all obligations of Implementer to be performed for the Participating Municipalities pursuant to and during the term of the Contract, any revision to the Contract, or a subsequent Contract or Contract Addendum incorporating this Statement of Work. The Work will include, but may not be limited to, the tasks described in Section 5 of this Statement of Work.

SECTION 2: OBJECTIVES

Through the Program, the Implementer will work towards achieving CEESP Goal 4 by

moving through stages of planning, identifying local government staff and consultants to work on energy efficiency, creating Energy Action Plans and greenhouse gas inventories, and integrating the EAP with other long-term plans for the local jurisdictions and for the region.

SECTION 3: GENERAL REQUIREMENTS

A. Notice to Proceed (“NTP”): Implementer may start Work only upon the occurrence of each of the following:

1. Implementer receives the Contract;
2. Implementer provides to the CPM a signed acknowledgement form of the Contract;
and
3. CPM provides to Implementer written approval to proceed.

B. Goals: The primary goal of the Program is to achieve the objectives and Performance Indicators set forth herein, in the time frame herein. SCE will regularly review the implementation schedule (milestones, delivery dates, etc.) contained herein against actual Work performed by Implementer to assess the Program’s progress.

SECTION 4: SCHEDULE OR TASKS DELAYS

If the schedule or a task (including achievement of goals as outlined herein) is delayed for any reason, Implementer has the responsibility to notify the CPM in writing within thirty (30) Business Days. SCE may accept the delay, allow time for the remedy of the delay, reduce both the budget and the Work, or terminate the Contract within thirty (30) Business Days following receipt of any written notice of delay from Implementer.

SECTION 5: STATEMENT OF WORK

The Work for each of the CEESP Goals and associated tasks are described herein:

Task 1 - Program Ramp-up

A. Attend Program Kick-off Meeting: Implementer’s representative(s) will attend a half-day Program kick-off meeting with the CPM to discuss Program logistics, marketing coordination, evaluation, monitoring and verification coordination, invoicing requirements, scope of Work, and any remaining Contract issues at an SCE -designated location. To avoid duplication and unnecessary expenditures, CPM will provide Implementer with information and guidance regarding currently available resources (e.g., reach building codes, and available templates, policies and action plans) to be used by the Implementer in assessing pre-existing resources.

Implementer’s representative will attend the Program kick-off meeting at a time and place to be determined by SCE after the issuance of the NTP.

B. Program Data, Invoicing, and Reporting Tool Training: The Implementer will attend a half-day workshop (Webcast) that provides training on the use of SCE invoicing and reporting tool (“IR Tool”). The Implementer will attend IR Tool training at a time and place to be determined by SCE after the issuance of the NTP.

Deliverable(s)	Due Date(s)
1. Attend a half-day Program Kick-off Meeting	Determined by SCE after the issuance of the NTP.
2. Attend a half-day IR Tool training session and ongoing IR Tool update training.	Determined by SCE after the issuance of the NTP or notification of IR Tool program changes.
3. Delivery flat files (first draft) to CPM for review and approval.	IR Tool training plus 5 Calendar Days.
4. Delivery of flat files (final draft) to CPM for review and approval.	IR Tool training plus 10 Calendar Days.

Task 2 - Strategic Plan Goal 4

Strategic Plan Goal 4: “Local governments lead their communities with innovative programs for energy efficiency, sustainability and climate change.”

- Task 2.A (Strategic Plan Task 4.1.1): “Develop a regional template for Climate Action Plans (CAP) or Energy Action Plans (EAP).”
- Task 2.B (Strategic Plan Task 4.1.2): “Customize CAP with energy efficiency language and data.”
- Task 2.C (Strategic Plan Task 4.1.3): “Update General Plan/Conservation Element with Climate policies. Provide energy efficiency framework and data for other people doing planning.”
- Task 2.D (Strategic Plan Task 4.1.4): “Conduct the energy efficiency savings analysis for an annual Greenhouse Gas inventory for the City/ County.”

A. Develop Regional EAP Template: The Implementer will develop and implement a plan for the development of a regional EAP template which will be suitable for use by Participating Municipalities as a basis for their respective individual EAPs (“EAP Template”). The EAP Template will focus on a comprehensive analysis of opportunities for local governments to reduce energy consumption, achieve energy efficiency, and reduce greenhouse gas emissions. This plan will be used to develop a Scope of Work (“Scope”) for a consultant to be hired to create the EAP Template. The Implementer will

create two Memoranda of Understanding (MOU) for consideration by Participating Municipalities: 1) MOU by which the Participating Municipalities hire a consultant to perform the Scope; and 2) MOU by which the Implementer hires a consultant to perform the Scope. Upon approval and adoption of MOUs, the Implementer shall facilitate the appropriate development of and release of request(s) for proposals (RFPs) for work to be performed by consultant to develop the regional EAP Template. The Implementer will either manage the work of the consultant hired to develop the regional EAP Template, or facilitate its management, as appropriate based on the adopted MOU. The Implementer will facilitate the creation and management of a working group for the EAP Template, composed of representatives of all Participating Municipalities (EAP WG). The Implementer will ensure that, as the final deliverable under this Task, a final EAP Template is completed and approved by all Participating Municipalities.

The Implementer will ensure that an initial task in the Scope will be the review and assessment of EAPs adopted by peer municipalities and resources provided by local government support organizations such as ICLEI, and the preparation of a report of findings from this review, and a plan for developing the EAP Template based on the information gained from the assessment (“EAP Assessment and Planning Report”). The Implementer will ensure that the EAP Assessment and Planning Report includes provisions for the leveraging of the work already accomplished by the Kern Climate Change Task Force on meeting the requirements of SB375 in performing Work under this Task, as appropriate. The Implementer will also ensure that Kern COG’s role as an information clearinghouse for its member agencies (local municipalities) and other local governments, private firms, and non-profit agencies in the Kern Region and throughout California will be leveraged as appropriate to efficiently and effectively perform the Work under this Task, and to share best practices and lessons learned in completing this Task. Once developed, the regional EAP Template will be made available to local governments, including those in the territories of investor-owned utilities other than SCE within Kern County.

Implementer will provide all materials developed under this task to CPM for review and comment.

Task Goals & Objectives

The Implementer will fulfill the following goals and objectives:

1. Form and manage the EAP WG;
2. Manage or facilitate the management of work of consultant hired to develop EAP Template;

3. Foster cooperation, information sharing, and implementation of consistent energy efficiency strategies among Participating Municipalities; and
4. Facilitate cooperative work of all Participating Municipalities to develop an EAP Template.

Task Performance Indicators

The Implementer will, at a minimum, track the following information:

1. Number and type of Participating Municipalities represented in the EAP WG; and
2. Resources (human and financial) used by Participating Municipalities to develop the EAP Template.

The Implementer will quantitatively assess the value and benefits of the Program through:

1. Assessing the cost and time savings attributable to sharing work of developing the EAP Template, rather than creating individual municipal EAPs separately.

Task 2.A. - Deliverable(s)	Due Date(s)
1. Draft consultant Scope	April 29,2011
2. Final consultant Scope	May 15,,2011
3. Draft MOUs	April 15,2011
4. Final MOUs	April 22,2011
5. Draft RFP	May 31, 2011
6. Final RFP	June 23,2011
7. Bid Award Announcement	August 12, 2011
8. Documentation of EAP WG formation, including a description of the working group's goals and a list of members	June 23,2011
9. Minutes from all EAP WG meetings	Monthly with Invoicing Requirements (see Task 3) for meetings held the preceding Month
10. Draft EAP Assessment and Planning Report	October 28, 2011
11. Final EAP Assessment and Planning Report	November 15, 2011
12. Draft EAP Template	January 6, 2012
13. Final EAP Template	February 1, 2012

14. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)
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B. Establish Municipal Greenhouse Gas Inventories: In order to facilitate the simultaneous customization of the EAP Template developed in Task 2A herein with appropriate and applicable energy efficiency language and data for each Participating Municipality as Work under Task 2C herein, the Implementer will coordinate the inclusion of information on municipal energy use by Participating Municipalities in the CAP emissions inventory creation planned by the Kern County Planning Department. This CAP emissions inventory is expected to calculate historical greenhouse gas emissions from 1990 to 2009 using the best available data and to estimate future emissions to 2020.

The Implementer will ensure that an initial step in this Task is the review and assessment of similar activities conducted by peer municipalities and resources provided by local government support organizations, and the preparation of a report of findings from this review, and a plan for gathering municipal energy use data from Participating Municipalities based on findings from this assessment (“Inventory Assessment and Planning Report”). The Inventory Assessment and Planning Report will include, at a minimum, the data collection process and schedule, and a description of how the results of the Kern County Planning Department inventory will be provided to and used for the creation of greenhouse gas inventories and the customization of the EAP Template for each Participating Municipality. The Implementer will develop a template for collecting data of municipal energy use which will be suitable for Work under this Task and also as an example for use in similar efforts by other local governments. The Implementer will ensure that results of this inventory work for Participating Municipalities are used appropriately to establish targets and identify opportunities for greenhouse gas reduction in the customization of EAPs in Task 2.C herein.

Implementer will provide all materials developed under this task to CPM for review and comment.

Task Goals & Objectives

The Implementer will fulfill the following goals and objectives:

1. Develop template for municipal energy use data collection; and
2. Facilitate establishment of greenhouse gas inventory for each Participating Municipality.

Task Performance Indicators

The Implementer will, at a minimum, track the following information:

1. Number of Participating Municipalities for which municipal energy use data is collected; and
2. Number of greenhouse gas inventories established for Participating Municipalities.

The Implementer will quantitatively assess the value and benefits of the Program through:

1. Assessing value of greenhouse gas inventories in establishing energy-saving and greenhouse gas emissions reduction goals for Participating Municipalities.

Task 2.B. - Deliverable(s)	Due Date(s)
1. Draft Inventory Assessment and Planning Report	October 28, 2011
2. Final Inventory Assessment and Planning Report	November 15, 2011
3. Municipal energy use data collection template	November 15, 2011
4. Results of inventories for all Participating Municipalities	March 30, 2012
5. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

C. Facilitate Adoption of Municipal Energy Action Plans: The Implementer will facilitate the development and adoption of an EAP for each Participating Municipality based on the EAP Template created in Task 2.A, above. The Implementer will prepare a plan for the development and adoption of the EAPs ("EAP Plan"), which will include, at a minimum, a description and schedule for stakeholder input, and plans for the measurement and evaluation of the EAPs and the Work conducted under this Task. The Implementer will conduct public workshops for each Participating Municipality to solicit and gather input on the EAP Template and how it should be tailored for each respective Participating Municipality. Using this input on the EAP Template, the Implementer will develop EAPs for each Participating Municipality for respective staff review, and

ultimately for adoption by each respective Participating Municipality. The Implementer will document the process for gathering and incorporating stakeholder input to the development of EAPs for each Participating Municipality, including, at a minimum, a list of all events used to gather stakeholder input (e.g., meetings and workshops), including a list of all attendees and respective contact information, and a discussion of how stakeholder input was used in refining the EAP Template (“Report on EAP Stakeholder Input”).

The EAPs will set policies and procedures for the implementation of energy-efficient practices and equipment, and will identify actions to be taken by respective Participating Municipalities to achieve energy efficiency goals and to create demand for energy efficient and resource efficient buildings. To the greatest extent possible, the EAPs will be incorporated with sustainability and climate action planning efforts. At a minimum, the EAPs will include the following:

1. Energy efficiency goals for municipal facilities;
2. ;
3. Energy efficiency-related energy management policies and cost reduction strategies;
4. Integration of new technologies in municipal facilities;
5. Identification of how governance structure will support and implement energy policies and procedures;
6. Establishment of baseline for energy use (and greenhouse gas reduction) and process for monitoring progress toward goals; and
7. Process, plans and schedule for updating greenhouse gas inventory.

Implementer will provide all materials developed under this task to CPM for review and comment.

Task Goals & Objectives

The Implementer will fulfill the following goals and objectives:

1. Foster cooperation, information sharing, and implementation of consistent energy efficiency strategies among Participating Municipalities;
2. Incorporation of best practices and lessons learned as EAPs are developed; and
3. Adoption of EAPs by all Participating Municipalities.

Task Performance Indicators

The Implementer will, at a minimum, track the following information:

1. Number and type of public workshops conducted;
2. Number of participants at each public workshop conducted; and
3. Number of Participating Municipalities adopting EAPs.

The Implementer will quantitatively assess the value and benefits of the Program through:

1. Assessing value of any updates made to the baseline inventory established in Task 2.B, above;
2. Progress toward municipal energy efficiency goals: forecasts of kWh savings through 2020 attributable to adoption of EAPs;
3. Establishment of energy management policies and procedures called for in EAP;
4. Greenhouse gas reduction forecasts through 2020 attributable to adoption of EAPs; and
5. Tracking and assessing additional items per the measurement and evaluation plan in the final EAP Plan.

Task 2.C. - Deliverable(s)	Due Date(s)
1. Draft EAP Plan	December 1, 2011
2. Final EAP Plan	January 1, 2012
3. Public Workshops on customization of EAPs	July 15, 2012
4. Draft EAP for each Participating Municipality	February 1, 2012
5. Final EAP for each Participating Municipality	August 30, 2012
6. Report on EAP Stakeholder Input	August 30, 2012
7. For all Participating Municipalities - resolutions adopting EAP or documentation of why EAP was not adopted and related alternate plans	October 1, 2012
8. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

D. Conduct Energy Efficiency Savings Analyses for Annual Greenhouse Gas

Inventories: The Implementer will ensure the completion of energy efficiency analyses for the greenhouse gas inventories conducted for each Participating Municipality in Task 2.B, above. The Implementer will ensure that in developing the energy savings analysis for the greenhouse gas emissions, the use of using the California Climate Action Registry's "General Reporting Protocol" and other industry-recognized methods is investigated. The Implementer will provide a plan for conducting the analyses describing the general method and the quantitative methodology, and rationale for selecting them, data collection effort, results to be reported and any software programs being used to develop the energy savings analysis for greenhouse gas inventory ("GHG EE Analysis Plan"). The GHG EE Analysis Plan will also include a plan for a greenhouse gas inventory update process, including identification of next steps and provisions to identify funding sources and responsible agencies to properly update the inventory at a frequency to ensure that updates do not skew over time.

Using the methodology in the GHG EE Analysis Plan, the Implementer will facilitate the conducting of energy savings analyses for greenhouse gas inventories for each Participating Municipality, and provide a report of the results with source files and back-up data ("GHG EE Analysis Report") for each Participating Municipality.

The Implementer will ensure that other cities or special districts throughout Kern County will have opportunities to participate in the development of Work products, as appropriate, by attending meetings or by reviewing documents. The Implementer will develop and implement a plan to share best practices and lessons learned from Work performed under Task 2 with other local governments ("Information Sharing Plan"). Information distribution channels will include, but not be limited to, presentations at conferences or meetings, Websites or online toolboxes, and newsletters and/or other publications as approved by the CPM. To the greatest extent practicable and appropriate, the Implementer will ensure that the Work being conducted under this Contract may be leveraged to facilitate the efforts of the Statewide Energy Efficiency Collaborative (SEEC), particularly those to develop greenhouse gas protocol training programs for local governments.

Implementer will provide all materials developed under this task to CPM for review and comment.

Task Goals & Objectives

The Implementer will fulfill the following goals and objectives:

1. Collect results of energy efficiency analyses for greenhouse gas inventories for all Participating Municipalities;

2. Develop a plan for greenhouse gas inventory updates; and
3. Share Program information, best practices and/or lessons learned with other local governments.

Task Performance Indicators

The Implementer will, at a minimum, track the following information:

1. Number of energy efficiency analyses conducted under Task 2.D;
2. Number of jurisdictions receiving Program information, best practices and/or lessons learned as per the Information Sharing Plan; and
3. Number and types of channels used to share Program information, best practices and/or lessons learned;

The Implementer will quantitatively assess the value and benefits of the Program through:

1. Analyzing the cost savings and other benefits attributable to the collaborative nature of the Work conducted as part of the Program.

Task 2.D. - Deliverable(s)	Due Date(s)
1. Draft GHG EE Analysis Plan	May 1, 2012
2. Final GHG EE Analysis Plan	June 29, 2012
3. Draft GHG EE Analysis Report	September 20, 2012
4. Final GHG EE Analysis Report	October 1, 2012
5. Draft Information Sharing Plan	September 4, 2012
6. Final Information Sharing Plan	October 1, 2012
7. Monthly report of tracked Performance Indicators	Monthly with Invoicing Requirements (see Task 3)

Task 3 – Invoicing and Reporting

- A. IR Tool:** After SCE provides Implementer training on the IR Tool, the Implementer will utilize the IR Tool, which serves three primary purposes:
1. Enables Implementer to provide SCE with required Program information;
 2. Provides CPM the capability to access Implementer’s Program information and create

reports; and

3. Provides miscellaneous reporting support for SCE's internal and CPUC reporting requirements.

B. Submission of Information into IR Tool: Implementer will update the IR Tool on a Monthly basis in accordance with requirements delineated in Appendix A (Monthly Invoicing and Reporting Requirements). Implementer will work collaboratively with the CPM in tailoring the flat files for the Program.

C. Monthly Invoicing and Reporting: All required Monthly invoice reports can be generated via the IR Tool. Implementer will be responsible for implementing, adhering to, and the submission of, the items as described in Appendix A (Monthly Invoicing and Reporting Requirements) of this Statement of Work. The invoice reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix A. Implementer will implement these modifications in a timely manner and they will be reflected in future invoice documentation.

D. SCE's Regulatory Reporting: Implementer will implement, adhere to, and submit the items as described in Appendix B (Regulatory Reporting Requirements), as SCE requests. The CPUC reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix B. Implementer will implement these modifications in a timely manner and they will be reflected in future invoice documentation.

Implementer acknowledges that SCE may, in its sole discretion, require Implementer to provide such other reports or documentation that SCE deems appropriate or necessary ("Ad Hoc Reports"). Implementer will comply with any request for such Ad Hoc Report(s) within a reasonable time or, if applicable, within the time requested by SCE.

Deliverable(s)	Due Date(s)
1. Prepare and submit Monthly invoices and supporting documentation to SCE.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
2. Prepare and submit Monthly regulatory report, including flat files and Monthly deliverable work sheet.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
3. Prepare and submit Quarterly regulatory reports (Appendix B) to SCE	Quarterly, by the 30 th Calendar Day for Work completed the preceding quarter, through October 31, 2012
4. Prepare and submit Ad Hoc Reports	As SCE requests and/or requires, up to a maximum of 4 Ad Hoc Reports per

	year
5. Prepare and submit final invoice and Program Report to SCE	By November 15, 2012 for final invoice and by October 31, 2012 for final Program Report

Task 4 - Ramp-Down and Shutdown Program

A. Program Ramp-Down: Implementer will provide SCE with a ramp-down plan for the Program. To ensure complete Program shutdown, the Program ramp-down period will commence no later than September 1, 2012. Implementer’s plan for Program ramp-down will take into consideration that all Work under Tasks 1-4 must be completed by October 15, 2012.

Implementer will resolve all outstanding Program issues and begin preparation of the Final Report beginning September 1, 2012.

B. Program Shutdown: Implementer will provide to the CPM a plan with procedures on shutting down the Program.

All Program operations will be completely shut down after the last day of the Contract effective period.

Deliverable(s)	Due Date(s)
1. Submit detailed ramp-down and shut-down plans and schedules to CPM for review and approval	No later than September 1, 2012
2. Resolve outstanding Program issues and begin preparation of Final Report	No later than September 1, 2012
3. Begin Program ramp-down	No later than September 1, 2012
4. Complete all Work under Tasks 1-4	No later than October 15, 2012

Task 5 - Final Program Report

After Program shut-down and follow-up issues have been completed and resolved, the Implementer will submit a final report that reviews the Program’s progress and accomplishments through October 15, 2012 (“Final Report”). At a minimum, the Final Report will cover:

A. Goal Attainment: Documentation that substantiates the Implementer’s achievement of the objectives, Program Performance Indicators, and deliverables for the Contract.

B. Program Achievement Discussion: Were the goals/objectives met? Were the Program Performance Indicators achieved? Complete Program achievement for each Program Performance Indicator and deliverable indicating the measureable Program accomplishments.

C. Program Challenges: What were the significant obstacles that were overcome?

D. Lessons Learned: Could a Program of this scale have accomplished more?

E. Program Improvement Recommendations: What improvements could have been made to help the Program be even more successful?

F. Program Next Step: Should the Program a) be mainstreamed, b) continued to be developed or, c) ended.

Deliverable(s)	Due Date(s)
1. Submit draft Final Report for SCE review and approval	No later than October 15, 2012
2. Submit revised Final Report for SCE review and approval	The earlier of October 31, 2012 or within 2 weeks of receipt of SCE comments

SECTION 6: PAYMENT

A. Payment Terms: The Implementer Budget will utilize 100% time and material based payments (“T&M payments”). Payment of the Implementer’s budget will be based on receipt by SCE of the deliverables set forth herein. T&M payments will be in accordance with the Billing Rates set forth in Table 1, below and Appendix C (Billing Schedule). All payments will be subject to the Contract and consistent with the budget breakdown set forth herein. Payment will be based on meeting deliverables and due dates set forth in Section 5 of this Statement of Work.

B. Implementer Budget Limit: Under no event will Implementer exceed the total amount budgeted by SCE for this Contract of **\$1,176,000**

Table 1: Implementer T&M Fully Burdened Hourly Billing Rate (See Section 10.2.2 for more information)

Implementer Job Function	Hourly Rate for years 2010-2012	% of Total Hours
	(\$/Hour)	
Senior Consultant	\$295.00	NA

Executive Director	\$171.00	1%
Director of Admin Svcs.	\$137.00	2%
Regional Planner III, Step 4 LU	\$81.00	30%
Regional Planner III, Step 8 BN	\$94.00	25%
Regional Planner III, Step 7 GIS MH	\$89.00	1%
Regional Planner I, Step 4 SC	\$46.00	2%
Regional Planner I, Step 1 RI	\$43.00	10%
Administrative Assistant III	\$105.00	3%
Administrative Assistant I, Step 2 FS	\$55.00	8%
Administrative Assistant, Step 1 AB	\$41.00	7%
Office Services Assistant	\$45.00	10%
Executive Secretary	\$63.00	1%
Total	\$729.00	100%

Table 2: Implementers Budget Breakdown

Item	%	\$
1) Administration	7.8%	\$91,400
2) Marketing/Outreach Costs	9.9%	\$117,000
3) Direct Program Costs	82.3%	\$967,600
Total Implementer Budget: 1) + 2) + 3)	100%	\$1,176,000

SECTION 7: PERFORMANCE INDICATORS

SCE will, at a minimum, monitor the Work based on the following Program Performance Indicators:

- A. Progress made against the goals, deliverables, and due dates above; and
- B. Actual performance versus predicted performance as outlined herein.

Appendix A: Monthly Invoicing and Reporting Requirements

A. Requirements

Monthly hard copy invoices are required at the 15th Calendar Day of each Month for Work completed the preceding Month with invoicing supporting files described herein. These invoices and supporting documents are for Work performed by the Implementer and all Subcontractors.

On November 15, 2012 or sooner, Implementer will submit a final invoice associated with Program services that are tied directly to delivery of the Program deliverables. No Work except that associated with preparing the Final Report (Task 5) and final invoice will be performed after October 15, 2012. Subsequent invoices will only contain expenses associated with closing out the Program (i.e., administration expenses, etc.) that are not directly tied to delivery of the Program goals.

B. Procedures

1. Implementer uploads their Customer flat files into the IR Tool. The IR Tool creates a draft invoice for Implementer's review.
2. CPM reviews the draft invoice and advises the Implementer to re-submit their invoice if requested. Implementer is required to submit the following files to SCE by the 15th Calendar Day of each Month with each of their invoice submission:
 - Invoice – Hard Copy and electronic copy uploaded into the IR Tool;
 - Program Tracking Flat File – Uploaded electronically into the IR Tool;
 - Financial Flat File – Uploaded electronically into the IR Tool;
 - Monthly Narrative - Hard Copy with invoice submission;
 - Deliverable Table – Uploaded electronically.
 - Allowable Cost Table (see Appendix B) – Hard Copy with invoice submission; and
 - Supporting documentation – Uploaded electronically into the IR Tool.
3. Upon approval by CPM, the invoice is paid.

C. Monthly Narrative

The Monthly narrative will include a discussion on the following Program activities occurring during the Month:

-
- Administrative activities;
 - Marketing activities;
 - Direct Implementation activities;
 - Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.);
 - Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.);
 - Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.);
 - Changes to staffing and staff responsibilities, if any;
 - Changes to contacts, if any;
 - Changes to Subcontractors and Subcontractor responsibilities, if any; and
 - Number of Program complaints received.

Appendix B: Regulatory Reporting Requirements

1. Program Reporting

Implementer will provide SCE with the requisite information on the prior Month's activities, accomplishments and expenditures related to its respective Work obligations, for purposes of preparing any reports required of SCE by the CPUC including Quarterly and Annual Reports. Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division. The current reporting requirements are as follows:

2. Quarterly Report

Implementer will provide SCE with the requisite information to be compiled for the quarterly portfolio reporting.

2.1. Expenditures for the Program per cost; Section 4, below contains a list of allowable costs.

- a. CPUC authorized budget
- b. Operating Budget
- c. Total Expenditures
 - Administrative Cost
 - Marketing/Advertising/Outreach Costs
 - Direct Implementation Cost

2.2. Program Narratives – For the Program, a description of the Program activities occurring during the quarter.

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.)
- f. Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.)
- g. Changes to staffing and staff responsibilities, if any
- h. Changes to contacts, if any
- i. Changes to Subcontractors and Subcontractor responsibilities, if any
- j. Number of Program complaints received

2.3. Implementer will provide additional data or information as required by the CPUC.

3. Annual Reports

Implementer will provide SCE with the requisite information to be compiled for the annually portfolio reporting.

3.1. Expenditures for the Program per cost; Section 4, below contains a list of allowable costs.

- a. CPUC authorized budget
- b. Operating Budget
- c. Total Expenditures
 - Administrative Cost
 - Marketing/Advertising/Outreach Costs
 - Direct Implementation Cost

3.2. Program Narratives – For the Program, a description of the Program activities occurring during the year.

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, etc.)
- f. Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.)
- g. Changes to staffing and staff responsibilities, if any
- h. Changes to contacts, if any
- i. Changes to Subcontractors and Subcontractor responsibilities, if any
- j. Number of Program complaints received

3.3. Implementer will provide additional data or information as required by the CPUC.

4. Allowable Costs

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.	
	3/30/2006
Cost Categories	Allowable Costs
Administrative Cost Category	Managerial and Clerical Labor
	Implementer Labor – Clerical
	Implementer Labor - Staff Management
	Implementer Labor - Staff Supervision
	Human Resource Support and Development
	Implementer Labor- Human Resources
	Implementer Labor - Staff Development and Training
	Implementer Benefits - Administrative Labor
	Implementer Benefits - Direct Implementation Labor
	Implementer Benefits - Marketing/Advertising/Outreach Labor
	Implementer Payroll Tax - Administrative Labor
	Implementer Payroll Tax - Direct Implementation Labor
	Implementer Payroll Tax - Marketing/Advertising/Outreach Labor
	Implementer Pension - Administrative Labor
	Implementer Pension - Direct Implementation Labor
	Implementer Pension - Marketing/Advertising/Outreach Labor
	Travel and Conference Fees
	Implementer - Conference Fees
	Implementer Labor - Conference Attendance
	Implementer - Travel – Airfare
	Implementer - Travel – Lodging
	Implementer - Travel – Meals
	Implementer - Travel – Mileage
	Implementer - Travel – Parking
	Implementer - Travel - Per Diem for Misc. Expenses
	Overhead (General and Administrative) - Labor and Materials
	Implementer Equipment Communications
	Implementer Equipment Computing
	Implementer Equipment Document Reproduction

Note: **Travel and Conference Fees associated with Implementer Labor (e.g., Program Design, Program Development, Program Planning, and Program/Project Management) are to be allocated towards the direct implementation category.

Allowable Costs Table

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.

3/30/2006	
Cost Categories	Allowable Costs
	Implementer Equipment General Office
	Implementer Equipment Transportation
	Implementer Food Service
	Implementer Office Supplies
	Implementer Postage
	Implementer Labor - Accounting Support
	Implementer Labor - Accounts Payable
	Implementer Labor - Accounts Receivable
	Implementer Labor - Facilities Maintenance
	Implementer Labor - Materials Management
	Implementer Labor - Procurement
	Implementer Labor - Shop Services
	Implementer Labor - Administrative
	Implementer Labor - Transportation Services
	Implementer Labor - Automated Systems
	Implementer Labor - Communications
	Implementer Labor - Information Technology
	Implementer Labor - Telecommunications
Marketing/Advertising/Outreach Cost Category	
	Implementer - Bill Inserts
	Implementer - Brochures
	Implementer - Door Hangers
	Implementer - Print Advertisements
	Implementer - Radio Spots
	Implementer - Television Spots
	Implementer - Website Development
	Implementer Labor - Marketing
	Implementer Labor - Media Production
	Implementer Labor - Business Outreach
	Implementer Labor - Customer Outreach
	Implementer Labor - Customer Relations
Direct Implementation Cost Category	
	Financial Incentives to Customers
	Activity - Direct Labor
	Implementer Labor - Facilities Audits
	Implementer Labor - Curriculum Development
	Implementer Labor - Customer Education and Training
	Implementer Labor - Customer Equipment Testing and Diagnostics
	Installation and Service - Labor

Allowable Costs Table

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.

	3/30/2006
Cost Categories	Allowable Costs
	Implementer Labor - Customer Equipment Repair and Servicing
	Implementer Labor - Customer Equipment Repair and Servicing
	Direct Implementation Hardware and Materials
	Implementer - Direct Implementation Literature
	Implementer - Education Materials
	Implementer - Energy Measurement Tools
	Implementer - Installation Hardware
	Implementer - Audit Applications and Forms
	Rebate Processing and Inspection - Labor and Materials
	Implementer Labor - Field Verification
	Implementer Labor - Rebate Processing
	Implementer - Rebate Applications

Appendix C: Billing Schedule



Appendix C billing
schedule Kern COG v1

	Sub-Task	Implementer Costs		Subcontractor Costs ²	Total Program Cost
		Labor ¹	Expenses ²	Labor & Expenses	
Task 1 - Program Ramp-up	Included in Task 2 through Task 4				
Task 1 (Not-to-Exceed Budget)					
Task 2 - Strategic Plan Goal 1					
A. Develop Regional Energy Action Plan Template					
4.1.1					
A.1. Develop Scope for MOU and consultant (Deliverables 2.A.1 & 2.A.2)		\$756		\$27,750	\$28,506
A.2. Develop MOUs (Deliverables 2.A.3 & 2.A.4)		\$378			\$378
A.3. Develop RFP & select consultant (Deliverables 2.A.5, 2.A.6& 2.A.7)		\$126		\$19,755	\$19,881
A.4. Form EAP Working Group & document activities (Deliverables 2.A.8 & 2.A.9)		\$126		\$1,470	\$1,596
A.5. Develop EAP Assessment and Planning Report (Deliverables 2.A.10 & 2.A.11)		\$252		\$69,375	\$69,627
A.6. Develop EAP Template (Deliverables 2.A.12 & 2.A.13)		\$630		\$131,400	\$132,030
A.7. Report monthly tracked Performance Indicators (Deliverable 2.A.14)		\$252		\$27,750	\$28,002
B. Establish Municipal Greenhouse Gas Inventories					
4.1.2					
B.1. Prepare Inventory Assessment and Planning Report (Deliverables 2.B.1 & 2.B.2)		\$196		\$36,694	\$36,890
B.2. Develop municipal energy use data collection template (Deliverable 2.B.3)		\$392		\$73,388	\$73,780
B.3. Establish inventories for all Participating Municipalities (Deliverable 2.B.4)		\$1,176		\$220,164	\$221,340
B.4. Report monthly tracked Performance Indicators (Deliverable 2.B.5)		\$196		\$36,694	\$36,890
C. Facilitate Adoption of Municipal Energy Action Plans					
4.1.3					
C.1. Prepare EAP Plan (Deliverables 2.C.1 & 2.C.2)		\$7,990		\$38,547	\$46,537
C.2. Develop EAPs for each Participating Municipality (Deliverables 2.C.3, 2.C.4, 2.C.5, 2.C.6 & 2.C.7)		\$70,180	\$3,000	\$342,480	\$415,660
C.3. Report monthly tracked Performance Indicators (Deliverable 2.C.8)		\$2,060		\$4,173	\$6,233
D. Conduct Energy Efficiency Savings Analyses for Annual Greenhouse Gas Inventories					
4.1.4					
D.1. Develop GHG EE Analysis Plan (Deliverables 2.D.1 & 2.D.2)		\$835		\$5,000	\$5,835
D.2. Conduct energy efficiency analyses & prepare GHG EE Analysis Reports for all Participating Municipalities (Deliverables 2.D.3 & 2.D.4)		\$835		\$15,260	\$16,095
D.3. Develop Information Sharing Plan (Deliverables 2.D.5 & 2.D.6)		\$835		\$2,400	\$3,235
D.4. Report monthly tracked Performance Indicators (Deliverable 2.D.7)		\$8,435	\$5,500	\$19,550	\$33,485
Task 2 Not-to-Exceed Budget		\$95,650	\$8,500	\$1,071,850	\$1,176,000
Task 3 - Invoicing and Reporting					
Task 3 Not-to-Exceed Budget		Included in Task 2			
Task 4 - Ramp-Down and Shut-Down Program					
Task 4 Not-to-Exceed Budget		Included in Task 2			
Task 5 - Submit Final Program Report					
Task 5 Not-to-Exceed Budget		Included in Task 2			
Grand Total (All Tasks) Not-to Exceed Budget					
All		\$95,650	\$8,500	\$1,071,850	\$1,176,000

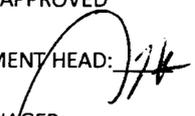
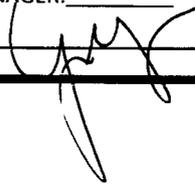
Notes:

- 1) **Labor:** Consultant shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Purchase Order for time spent directly engaged in performance of the Work by Consultant's employees. Such fixed hourly rates shall be inclusive of all of Consultant's overhead costs (including all taxes and insurance), administrative and general fees, and profit.
- 2) **Expenses:** All reimbursable expenses shall be authorized by SCE in writing prior to the expenditure. Any expenses not so approved by SCE shall not be reimbursed. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.
 - a) **Material Costs:** Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.
 - b) **Subcontract Labor Costs:** Subcontracted Work shall be charged at the hourly rates actually paid by Consultant, not to exceed the hourly rates set forth in the Purchase Order for Work by the Consultant. Consultant shall provide Subcontractor invoices for any Consultant invoice that includes Subcontractor costs.
 - c) **Out-of-Pocket expenses:** Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical software are deemed to be included in Consultant's overhead costs will not be reimbursed.
 - d) **Travel Costs:** Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. Automobile travel from Consultant's office to the Jobsite and to SCE's general offices shall be paid at the fixed mileage rate stated in the Purchase Order, or if not stated, at SCE's rate for SCE employees.
- 3) **Budget Changes:** Changes in the Not-to-Exceed Budgets (highlighted in grey) require a Contract change order. All other changes in the Budget require written authorization from the CPN.

COUNCIL REPORTS

AGENDA SECTION: POLICE DEPARTMENT

MEETING DATE: AUGUST 1st, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: JEFF KERMODE, CHIEF OF POLICE

DATE: JULY 26, 2011

SUBJECT: PROPOSED RENEWAL OF SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING WITH TEHACHAPI UNIFIED SCHOOL DISTRICT

BACKGROUND

As Council is aware, the City previously entered into a School Resource Officer Memorandum of Understanding (MOU) with the Tehachapi Unified School District. The MOU assigned a School Resource Officer from the Tehachapi Police Department to the TUSD in exchange for reimbursement from the TUSD to the City for fifty percent (50%) of the officer's salary, benefits, and TUSD approved overtime.

The program has experienced continued success, receiving praise from administration, faculty, students, parents, and the community. As such, the TUSD Board of Trustees voted on June 28, 2011, to renew the School Resource Officer MOU for another year and the Superintendent has signed the MOU on behalf of the TUSD.

FISCAL IMPACT

None. The City's share of the funding was included in the 2011-2012 budget recently approved by the City Council.

OPTIONS

- Approve and authorize the Mayor and Police Chief to sign the proposed renewal of the School Resource Officer Memorandum of Understanding with the Tehachapi Unified School District.
- Do not approve the proposed renewal of the School Resource Officer MOU.

RECOMMENDATION

APPROVE AND AUTHORIZE THE MAYOR AND POLICE CHIEF TO SIGN THE PROPOSED RENEWAL OF THE SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING.

Attachment: School Resource Officer Agreement



Tehachapi Unified School District

TEACHING ◊ UNDERSTANDING ◊ SERVING ◊ DEVELOPING

Dr. Richard Swanson, Superintendent

400 SOUTH SNYDER AVENUE
TEHACHAPI, CA. 93561
(661) 822-2100
FAX (661) 822-2159

RECEIVED
JUL 07 2011
CITY OF TEHACHAPI

July 7, 2011

City of Tehachapi/Tehachapi Police Department
115 South Robinson Street
Tehachapi, CA 93561
Attn: Ed Grimes/Jeff Kermode

Re: Memorandum of Understanding Regarding School Resource Officer

Dear Mr. Grimes and Chief Kermode:

Please find enclosed a copy of the Memorandum of Understanding (MOU) between the City of Tehachapi/Tehachapi Police Department (TPD) and the Tehachapi Unified School District regarding the position of School Resource Officer. This MOU went before the TUSD School Board on June 28, 2011 and was approved. Please submit the enclosed MOU to the proper governing authorities and obtain the required signatures. Once the MOU has been signed, please return a copy to:

Tehachapi Unified School District
Attn: Camie Marcione
400 S. Snyder Ave.
Tehachapi, CA 93561

Very truly yours,

Camie Marcione
Secretary to the Chief Administrator,
Business Services

Enclosure

BOARD OF TRUSTEES

LEONARD EVANSIC

TIM TRAYNHAM

PATTY SNYDER

DAVID BROWN

MARY GRAHAM

JACKIE WOOD

CARRIE AUSTIN

**TEHACHAPI UNIFIED SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
JUNE 28, 2011**

TOPIC: **Approval of Renewal of Memorandum of Understanding (MOU) between the City of Tehachapi/Tehachapi Police Department (TPD) and the Tehachapi Unified School District Regarding the Position of School Resource Officer for the 2011-2012 School Year**

PREPARED BY: **Nick Heinlein, Chief Administrator, Business Services**

PRESENTED BY: **Nick Heinlein, Chief Administrator, Business Services**

TYPE OF ITEM: **Consent**

DESCRIPTION OF AGENDA ITEM:

The attached renewal Memorandum of Understanding (MOU) between the City of Tehachapi/Tehachapi Police Department (TPD) and the Tehachapi Unified School District Regarding the Position of School Resource Officer is submitted herewith for review and approval. In accordance with the provisions of this MOU, the City of Tehachapi/Tehachapi Police Department will provide a School Resource Officer for the 2011-2012 school year.

RECOMMENDATION:

That the Tehachapi Unified School District Board of Trustees approve the renewal Memorandum of Understanding (MOU) between the City of Tehachapi/Tehachapi Police Department (TPD) and the Tehachapi Unified School District Regarding the Position of School Resource Officer for the 2011-2012 school year and authorize the Superintendent, or his designee, to execute all pertinent documentation.

SUMMARY RECOMMENDATION: APPROVE

APPROVED BY TUSD BOARD OF TRUSTEES
ON June 28, 2011
(DATE)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF TEHACHAPI/TEHACHAPI POLICE DEPARTMENT
AND THE TEHACHAPI UNIFIED SCHOOL DISTRICT REGARDING
THE POSITION OF SCHOOL RESOURCE OFFICER**

This Memorandum of Understanding (MOU) is entered into between the City of Tehachapi, on behalf of the Tehachapi Police Department (jointly referred to herein as "TPD"), and the Tehachapi Unified School District (TUSD). The purpose of this MOU is to delineate each party's rights and responsibilities with regard to the assignment of a TPD law enforcement officer, known as a School Resource Officer (SRO), to work closely with the TUSD.

Recitals

A. The parties agree that the assignment of a TPD law enforcement officer to work closely with TUSD as a SRO will enhance student safety, decrease the frequency of drug use and substance abuse by youths, lessen the occurrence of youth violence, dissuade gang activities, encourage good relations between TPD and the student community, benefit law enforcement generally in the Tehachapi community, and promote the overall safety and security of the educational environment at TUSD schools.

B. The parties desire to delineate their respective rights and responsibilities in connection with the creation and maintenance of the SRO position by TPD.

Terms

The parties agree as follows:

1. Responsibilities of TPD:

Any law enforcement officer assigned to the SRO position contemplated by this MOU shall be a trained and sworn peace officer employed by TPD.

TPD will provide to TUSD an informative profile of any officer to be assigned as SRO, which will include sufficient information to identify the officer, his or her education and law enforcement experience, and other such public information deemed appropriate by the Chief of Police.

TPD will assign to the position of SRO only those law enforcement officers agreeable to TUSD and TPD.

TPD will assign the SRO to TUSD during the regular school year, during summer school, and when students are on campus for pre-school year activities, such as football practice. It is agreed that this period of time is approximately 10 months. The SRO may only be assigned non-school related duties during an emergency, a crisis, manpower shortage, when school is not in session, or as otherwise determined by TPD.

TPD will consult and coordinate with TUSD with regard to the activities and duties of the SRO. Both TPD and TUSD will designate a primary contact person for this purpose. For TPD, that person may be the assigned SRO.

TPD will schedule, announce, and conduct regular "Tehachapi Youth Collaborative" meetings and at TPD's discretion for the purpose of collaborative program planning, community coordination, promoting public awareness, and evaluating youth/law enforcement issues. TPD will designate a representative for this purpose, which may be the assigned SRO. TUSD will also designate a representative to participate in these meetings. Additionally, other "stakeholders" in the community will be invited to attend, such as the Kern County Sheriff's Department, Kern County Probation Department, Tehachapi Valley Recreation and Parks District, Bear Valley Police Department, Stallion Springs Police Department, and similar entities.

TPD will schedule, announce, and conduct regular "Safe Campus Committee" meetings at the TPD's discretion, for the purpose of discussing school safety, youth drug use issues, gang participation/ activity, and other youth related crime. TPD will designate a representative for this purpose, which may be the assigned SRO. TUSD will encourage maximum attendance by school site administrators and/or their designees.

TPD will participate in School Attendance Review Board meetings when invited. The TPD representative at such meetings may be the assigned SRO.

TPD will provide the SRO with a patrol vehicle and associated equipment (radio, computer, fax, etc). TPD will bear the cost of operating, maintaining, and repairing the patrol vehicle and associated equipment (gas, oil, tires, repairs, etc.)

TPD will approve overtime as may be necessary and only with the concurrence of, or at the request of, TUSD and TUSD will pay 50% of the SRO's overtime pay.

TPD will compile statistics and other information regarding: 1) juvenile arrests; 2) SRO time while physically at school sites; 3) the nature and frequency of participation in school related activities by all TPD personnel; 4) officer training regarding the prevention of drug use by youths; and 5) other matters that may lead to informed decision making by the Tehachapi City Counsel and TUSD Board of Trustees, or the successful application for future grant opportunities, if any. TPD will report such information annually to both the Tehachapi City Counsel and the TUSD Board of Trustees.

TPD will arrange and fund any training that may be needed by or recommended for the SRO.

The SRO will make reasonable efforts to perform the following:

- Review and revise as necessary, or initiate development of school protocols to be used in the event of a tragic situation developing at a school site.

-Review and revise as necessary or initiate development of a coordinated intervention system for the purpose of facilitating referral of high risk youths to intervention and counseling programs.

-Review and revise as necessary, or initiate development of an intervention program designed to 1) decrease drug possession and sales, 2) increase arrests for drug possession and sales, and 3) increase law enforcement visibility on middle school and high school campuses as appropriate.

-Schedule, announce, and conduct periodic training of school personnel, including campus security staff, in maintaining school safety, recognizing signs and symptoms of drug use, gang identification and prevention, and prevention of youth violence or other youth related crime.

-Schedule and conduct school-wide or classroom presentations, such as DARE or GREAT instruction for sixth graders and other presentations as necessary, to students in grades 7-12.

-Provide consultation and training as necessary to other law enforcement personnel who may be required to interact with youthful suspects. Such counseling or training should include recognition and understanding of symptoms typically associated with cognitive disabilities, such as mental retardation, ADHD, and autism.

- Perform other duties as mutually agreed, such as conflict mediation, patrolling and traffic control in and around school sites.

- Respect the constitutional and statutory rights accorded to students and school staff.

- Make reasonable efforts to cooperate with TUSD administrative personnel.

2. Responsibilities of TUSD:

TUSD will make reasonable efforts to cooperate with the assigned SRO and related TPD personnel.

TUSD will reimburse TPD for 50 percent of the SRO's monthly salary and benefits for the 10 month period referenced in Paragraph 1. TPD is entirely responsible for the SRO's monthly salary and benefits during the remaining two months of the year. TPD shall submit invoices for reimbursement to TUSD on a quarterly basis.

TUSD will reimburse TPD for 50 percent of the cost of outside training provided to the SRO, but only when the TUSD Superintendent has given his/her prior approval, in writing, authorizing the expenditure.

If the City of Tehachapi or TPD receives funding through a grant or from a third party for the purpose of establishing or maintaining an SRO, TUSD's reimbursement obligation is contingent upon, and only to the extent that, such funding has been dedicated solely to the SRO position and has been fully exhausted.

TUSD will provide the SRO with office space, supplies, and equipment necessary to develop and deliver pertinent information or presentations to students, school staff, other law enforcement officers/agencies, or to prepare for the meetings required under this MOU, including access to word processing equipment, copying machines, overhead projectors, and stationery supplies, as well as secretarial assistance and help from TUSD media and technology personnel.

3. Employment Status of the SRO. The parties agree that in performing the services pursuant to this MOU, the SRO is an employee of TPD, is not a TUSD employee, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits TUSD may provide for its employees. The SRO shall be directed and instructed by TPD.

TPD shall provide all services under this MOU as an independent contractor and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this MOU shall be deemed to create any relationship of principal and agent, master and servant, or employer and employee between TUSD and the SRO.

TPD shall be solely responsible for withholding, applicable payroll taxes, and contributions, including but not limited to federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance. TPD agrees to hold harmless, indemnify, and defend TUSD from any liability resulting from TPD's failure to make such payments, including self-employment taxes.

If TUSD is held to be an employer or co-employer of the SRO due to the acts or conduct of TPD, TPD shall hold harmless and indemnify TUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by TUSD as a result of that holding.

4. Duration. This MOU shall be effective on the date signed by the authorized representatives of each party and shall continue in effect until June 30, 2012. It may then be duly extended by the affirmative action of both parties for periods of time not to exceed three years.

5. Termination. This MOU may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective 30 calendar days after actual receipt of the written notice. TUSD will reimburse TPD pro rata for services up to the date of actual termination.

6. Indemnification. Each party shall defend, hold harmless, and indemnify the other, its governing board, Council, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, death, sickness, or injury to any person(s) or damage to any property, (but not to include consequential damages), from any cause whatsoever arising from or connected with the party's actions and conduct except to the extent resulting from the actions or conduct of the other party, its governing board, Council, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives.

This indemnity shall survive termination of this MOU and is in addition to any other rights or remedies that TUSD may have under law and/or otherwise.

7. Insurance. Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company admitted to do business in California (or self-insurance or joint powers coverage): (1) general liability with minimum coverage limits of \$1,000,000 per occurrence; (2) automobile liability as required by state law; (3) professional liability (malpractice) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party shall furnish the other with a certificate or certificates of insurance containing the endorsements required under this section, and the other party shall have the right to inspect the insured's original insurance policies (or self-insurance memorandum of coverage) upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, the party whose insurance is so affected shall immediately file with the other a certified copy of the required new or renewal policy and certificates for such policy.

8. Nondiscrimination. Neither party shall discriminate in the treatment or employment of any individual or group of individuals on any ground prohibited by law, nor shall the personnel of either party harass any person based on gender or any other basis prohibited by applicable law in the course of performing its obligations under this MOU.

9. Notices. Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the party or on the second business day after mailing, if the document is mailed by registered or certified mail addressed to the party at the address set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

10. Miscellaneous.

A. Entire Agreement. This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to SRO services to be rendered, and supersedes all prior and contemporaneous understandings or MOUs of the parties. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or warranty outside those expressly set forth in this MOU.

B. Amendment. The provisions of this MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this MOU may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this MOU.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to either party to this MOU, nor shall any provision give any third person any right of subrogation or action against either party to this MOU.

F. Severability. If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

TEHACHAPI UNIFIED
SCHOOL DISTRICT

By: 
Richard Swanson, Ph.D.
District Superintendent
400 South Snyder Avenue
Tehachapi, California 93561

Date: 6/28/11

CITY OF TEHACHAPI

By: _____
Ed Grimes, Mayor
115 South Robinson Street
Tehachapi, California 93561

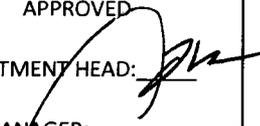
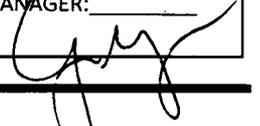
Date: _____

By: _____
Jeff Kermode, Chief of Police
Tehachapi Police Department
115 South Robinson Street
Tehachapi, California 93561

COUNCIL REPORTS

AGENDA SECTION: POLICE DEPARTMENT

MEETING DATE: AUGUST 1st, 2011

APPROVED:	
DEPARTMENT HEAD:	
CITY MANAGER:	

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: JEFF KERMODE, CHIEF OF POLICE

DATE: JULY 26, 2011

SUBJECT: TEHACHAPI'S SECOND ANNUAL NATIONAL NIGHT OUT, AUGUST 2nd, 2011

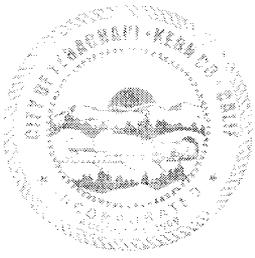
BACKGROUND

On Tuesday, August 2nd, neighborhoods throughout the greater Tehachapi area are being invited to join forces with thousands of communities nationwide for the 28th Annual National Night Out (NNO) event. National Night Out, which is sponsored by the National Association of Town Watch and co-sponsored locally by the Tehachapi Collaborative and the Tehachapi Police Department, will involve over 14,000 communities from all 50 states, US territories, Canadian cities, and military bases around the world. More than 36 million people are expected to participate in "America's Night Out Against Crime". NNO is designed to: (1) Heighten crime and drug prevention awareness; (2) Generate support for, and participation in, local anti-crime efforts; and (3) Strengthen neighborhood spirit and police-community partnerships.

While this is the 28th annual event nationwide, the Greater Tehachapi NNO will be the second annual event in our area. The event will be held on Tuesday, August 2nd, from 5 to 8 p.m. at Central Park. More than 40 community organizations have already signed up for booths providing information and activities focusing on crime prevention, gang awareness, family safety, child safety, and senior citizen safety. There will be a "bike rodeo" for children, live music, and Union Bank will be providing free hot dogs. Those visiting the event will be able to pick up a "passport", which can be taken to each booth for a stamp. Upon turning in the passport at the event, the more stamps received, the more free raffle tickets will be earned for donated prizes.

RECOMMENDATION

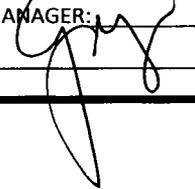
NONE. REPORT IS FOR INFORMATION PURPOSES ONLY.



COUNCIL REPORTS

AGENDA SECTION: COMMUNITY DEVELOPMENT

MEETING DATE: AUGUST 1, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: JULY 20, 2011

SUBJECT: REQUEST FOR A FINDING OF PUBLIC CONVENIENCE AND/OR NECESSITY PER THE REQUEST OF THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) AT 777 WEST TEHACHAPI BOULEVARD (DOG HOUSE SALOON)

The Department of Alcoholic Beverage Control is requesting a finding of public convenience and necessity on behalf of the Dog House Saloon located at 777 West Tehachapi Boulevard who is attempting to purchase (double transfer) a Type 48 on sale general public license. Please see Attachment A and Attachment B for details. As the City Council may be aware Assembly Bill (A.B.) 2897 was signed into law in 1994, amending Section 23958 of the Business and Professional Code, which precludes the Department of Alcoholic Beverage Control (ABC) from issuing a license in an existing over-concentrated area without the consent of the local government. In this regard, the prohibition against issuing a new license, up-grading a license or modifying a license in an over concentrated area can be lifted if the local government determines that public convenience and/or necessity would be served by said issuance.

The subject site is apparently located within a census tract which meets the over-concentration criteria per A.B. 2897 and therefore the ABC cannot commence with the licensing exchange process without a finding of public convenience and/or necessity being issued by the City of Tehachapi. It should be noted that the ABC does not have specific criteria on which to base the finding and as such cities have a great deal of latitude in this process.

It should be noted that if a finding of public convenience and necessity is granted by the City Council, and the licensing process commences, the ABC will conduct their own Public Hearing in which surrounding property owners within a 500 foot radius of the subject property are notified.

RECOMMENDATION:

Grant a finding of public convenience and/or necessity for the Dog House Saloon to conduct on sale of alcoholic beverages (Type 48 ABC license) at the location in question.

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

Bakersfield District Office
4800 Stockdale Highway, Ste. 213
Bakersfield, CA 93309
☎ (661) 395-2731 Phone Number
☎ (661) 322-5929 Fax Number



Public Convenience or Necessity to be determined by local governing body

Date: June 14, 2011

Applicant(s): CLIFFORD A SUAZO & et al

CITY OF TEHACHAPI
RECEIVED

JUL 19 2011

COMMUNITY DEVELOPMENT

Dear Applicant(s):

Due to legislation passed in 1994, effective as of January 1st, 1995, per section 23958.4 of the Business and Professions Code, "the Department shall deny an application if issuance (of a license) would result in or add to an undue concentration of licenses." In part per this Section, exceptions can be made "if the local governing body of the area in which the applicant premises are located determines that public convenience or necessity would be served by the issuance."

The "local governing body" is the City Council or County Board of Supervisors. They may delegate such determination to another Department, such as Planning or City Manager's Office, but such delegation must be in writing or passed by a resolution. Also, the determination itself must be in writing from the properly delegated authority to the Department. The Department will not accept a verbal determination of public convenience or necessity.

Because your application has been filed after January 1st, 1995, you must contact whatever local governing body which has jurisdiction over the area in which the applied-for premises is located and obtain a determination of public convenience or necessity.

Your application will not be submitted for review to our Department Headquarters until written documentation has been received from the appropriate governing body finding such determination. If you have any questions, please feel free to contact this office at the telephone number listed above.

Sincerely,

BAKERSFIELD A.B.C. DISTRICT OFFICE

ATTACHMENT A

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **511745**
 Receipt Number: **2059953**
 Geographical Code: **1507**
 Copies Mailed Date: **June 14, 2011**
 Issued Date:

RECEIVED
 JUN 16 2011
 CITY OF TEHACHAPI

DISTRICT SERVING LOCATION: **BAKERSFIELD**
 First Owner: **SUAZO, CLIFFORD A**
 Name of Business: **DOG HOUSE SALOON THE**
 Location of Business: **777 W TEHACHAPI BLVD STE C**
TEHACHAPI, CA 93561-1635

County: **KERN**
 Is Premise inside city limits? **Yes** Census Tract **0061.00**

Mailing Address:
 (If different from
 premises address)

Type of license(s): **48**

Transferor's license/name: **471961 / FARRIS, FREDERICK PAUL JR** Dropping Partner: Yes No

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
48 - On-Sale General Public	EXCHANGE FEES	P0	N	1	06/14/11	\$100.00
48 - On-Sale General Public	ANNUAL FEE	P0	Y	0	06/14/11	\$572.00
48 - On-Sale General Public	PREMISE TO PREMISE TRANSFER	P0	Y	0	06/14/11	\$100.00
48 - On-Sale General Public	PERSON-TO-PERSON TRANSFER	P0	Y	0	06/14/11	\$1,250.00
NA	FEDERAL FINGERPRINTS	NA	N	2	06/14/11	\$48.00
NA	STATE FINGERPRINTS	NA	N	2	06/14/11	\$78.00
Total						\$2,148.00

Have you ever been convicted of a felony? **No**
 Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of KERN

Date: June 14, 2011

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

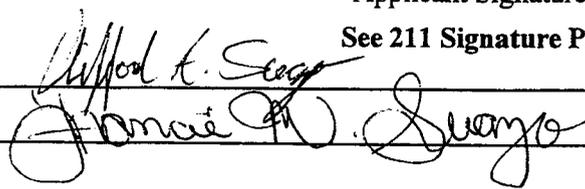
Applicant Name(s)

Applicant Signature(s)

SUAZO, CLIFFORD A

See 211 Signature Page

SUAZO, FRANCIE MARIE



August 2, 2011

Department of Alcoholic Beverage Control
4800 Stockdale Highway, Suite 213
Bakersfield, CA 93309

RE: Dog House Saloon

To Whom It May Concern:

The Tehachapi City Council during their regular meeting of August 1, 2011, approved the Type 48 liquor license (double transfer) through a finding of public convenience and necessity for the above referenced establishment, located at 777 West Tehachapi Boulevard Tehachapi, CA 93561. A copy of a Certification of Excerpt of Minutes can be provided upon request.

Thank you for your assistance in this matter. If you have additional questions and/or concerns please do not hesitate to contact me at (661) 822-2200 ext. 105.

Sincerely,

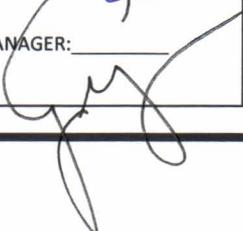
Greg Garrett
City Manager



COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: AUGUST 1, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, CAPITAL PROJECTS MANAGER

DATE: JUNE 27, 2011

SUBJECT: WILLDAN FINANCIAL SERVICES AGREEMENT – PARK IMPACT FEE

BACKGROUND:

As the Council is aware, the City of Tehachapi adopted a Park and Recreation Mitigation Fee in 2006. As is required by California Government Code Section 66001(d), a five year report must now be completed on the implementation of the fee. This includes identifying the purpose and amount of the fee, demonstrating a reasonable relationship between the fee and its purpose, identifying all sources and amounts of funding anticipated to complete financing of incomplete projects, and designating approximate dates on which the funds are expected to be deposited.

To complete this report, Staff proposes contracting with Willdan Financial Services for research and preparation of the report. An agreement and the accompanying scope of work is attached to this report. In addition to the five year reports, Willdan will also assist City Staff in preparation of the annual reports required by Government Code Section 66006(b).

FISCAL IMPACT:

The cost of these services will be a fixed price fee of \$6,500 and will be paid for with existing mitigation fee revenues. Additionally, if the City desires that the Willdan project manager attend on site meetings for the project, there will be an additional cost of \$1,500.

RECOMMENDATION:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND WILLDAN FINANCIAL SERVICES FOR ANNUAL AND FIVE-YEAR IMPACT FEE REPORTS FOR THE PARK AND RECREATION FEES IN AN AMOUNT NOT TO EXCEED \$8,000

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____ 2011, by and between **WILLDAN FINANCIAL SERVICES**, a California corporation, and the **CITY OF TEHACHAPI**, hereinafter referred to as "Client."

WHEREAS, Client desires to employ Willdan Financial Services to furnish ongoing professional services in connection with the Annual and Five-year Impact Fee Reports for the Park and Recreation Fees, hereinafter referred to as the "Project."

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions herein contained, the parties agree as follows:

SECTION I – BASIC SERVICES

Willdan Financial Services shall provide to the Client the basic services described in detail in "Exhibit A," Scope of Services, attached hereto and incorporated herein by this reference.

SECTION II – ADDITIONAL SERVICES

If authorized, Willdan Financial Services shall furnish additional services, which are in addition to the basic services. To the extent that the additional services have been identified in this Agreement, they are itemized in "Exhibit A" and will be paid for by Client as indicated in Section III hereof. As further additional services are requested by Client, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule and the compensation for such services.

SECTION III – COMPENSATION

Willdan Financial Services shall be compensated for basic services rendered under Section I, as in accordance with the terms and conditions indicated in "Exhibit B," Fees for Services; and Willdan Financial Services will be compensated for any additional services rendered under Section II as more particularly described in a fully approved and executed addendum to this Agreement. If no addendum is executed, then Willdan Financial Services shall be compensated at its then-prevailing hourly rates for such additional services.

Willdan Financial Services may submit monthly statements for basic and additional services rendered. It is intended that Client will make payments to Willdan Financial Services within thirty (30) days of invoice. All invoices not paid within thirty (30) days shall bear interest at the rate of one and one-half (1½) percent per month or the then-legal rate allowed.

SECTION IV – INDEMNITY; INSURANCE REQUIRED

A. **Indemnity.** Willdan Financial Services shall indemnify and hold harmless Client, its officers, officials, directors, employees, designated agents, and appointed volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by the negligent acts, errors, or omissions of Willdan Financial Services, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence or willful misconduct of Client or Client's officers, agents, or employees.

B. **Insurance.** Without in any way limiting Willdan Financial Services' liability pursuant to the indemnification described above, Willdan Financial Services shall maintain, during the term of this contract, the following insurance:

Coverage	Minimum Limits
General Liability Comprehensive General Liability, including: Premises and Operations Contractual Liability Personal Injury Liability Independent Contractors Liability (if applicable)	\$1,000,000 Combined Single Limit, per occurrence and general aggregate
Automobile Liability Comprehensive Automobile Liability (including owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per occurrence
Workers' Compensation and Employer's Liability Workers' Compensation Insurance Employer's Liability	Statutory, \$1,000,000
Professional Liability Professional Liability Insurance	\$1,000,000 per claim and annual aggregate

SECTION V – INDEPENDENT CONTRACTOR STATUS

Willdan Financial Services shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

SECTION VI – OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Willdan Financial Services may rely upon the accuracy of any documents provided to Willdan Financial Services by Client. All documents, including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by Willdan Financial Services pursuant to this Agreement, regardless of media (e.g., paper, electronic, magnetic, optical, Mylar, etc), shall belong to Client but shall be retained by Willdan Financial Services until requested by Client. These documents are not intended, nor represented to be suitable for reuse by Client or any others on extensions of this Project or on any other project. These documents shall not be changed or reused without the prior written consent of Willdan Financial Services. Any modification or reuse without specific written verification and adoption by Willdan Financial Services for the specific purposes intended will be at user's sole risk. Client agrees to save, keep and hold harmless Willdan Financial Services from all damages, costs or expenses in law and equity including costs of suit and attorneys' fees resulting from such unauthorized reuse. Client further agrees to compensate Willdan Financial Services for any time spent or expenses incurred by Willdan Financial Services in defense of any such claim, in accordance with Willdan Financial Services' prevailing fee schedule.

Client acknowledges that its right to utilize the services and instruments of services of Willdan Financial Services will continue only so long as Client is not in default of the terms and conditions of this Agreement and Client has performed all obligations under this Agreement. Client further acknowledges that Willdan Financial Services has the unrestricted right to use the services provided pursuant to this Agreement as well as all instruments of service provided pursuant to this Agreement.

Client agrees not to use or permit any other person to use any instruments of service prepared by Willdan Financial Services, which are not final and which Willdan Financial Services does not sign. Client agrees to be liable for any such use of non-final instruments of service not signed, stamped or sealed by Willdan Financial Services and waives liability against Willdan Financial Services for their use.

Willdan Financial Services' records, documents, calculations, test information and all other instruments of service shall be kept on file in legible form for a period of not less than two (2) years after completion of the services covered in this Agreement.

SECTION VII – SUSPENSION OF SERVICES

Client may, at any time, by thirty (30) days' written notice, suspend further performance by Willdan Financial Services. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Willdan Financial Services shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

SECTION VIII – TERMINATION

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of such termination. If this Agreement is terminated as provided herein, Willdan Financial Services will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Willdan Financial Services covered by this Agreement, less payments of compensation previously made. Provided, however, that if Client terminates this Agreement because of the breach of its obligations hereunder by Willdan Financial Services, Willdan Financial Services shall not be entitled to compensation for any services performed which were in breach of this Agreement.

SECTION IX – COMPLIANCE WITH LAW

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

SECTION X – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the parties; but either party, without written consent of the other party, shall not assign it.

SECTION XI – ATTORNEYS' FEES

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys' fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

SECTION XII – RECORDS

Records of Willdan Financial Services' direct labor costs, payroll costs, and reimbursable expenses pertaining to the Project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

Willdan Financial Services' records will be available for examination and audit if and as required.

SECTION XIII – MISCELLANEOUS PROVISIONS

This Agreement is subject to the following special provisions:

- A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.
- B. This Agreement shall be interpreted as though prepared by both parties.

C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

D. This Agreement shall be interpreted under the laws of the State of California.

E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.

F. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

G. Willdan Financial Services shall not be liable for damages resulting from the actions or inactions of governmental agencies, including, but not limited to: permit processing, environmental impact reports, dedications, General Plans, and amendments thereto; zoning matters, annexations, or consolidations; use or Conditional Use Permits; project or plan approvals; and building permits.

H. Either party's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach by such party of any other term, condition, or covenant.

I. Client acknowledges that Willdan Financial Services is not responsible for the performance of services by third parties, provided that said Willdan Financial Services has not retained third parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions above stated, as of the day and year first above written.

WILLDAN FINANCIAL SERVICES

CITY OF TEHACHAPI

By: _____

Mark Risco

Title: Senior Vice President

Address: 27368 Via Industria, Suite 110
Temecula, California 92590-3661

By: _____

Title: _____

Address: 115 South Robinson Street
Tehachapi, California 93561

Exhibit A

SCOPE OF SERVICES

Willdan will collect and present the necessary information to determine and hopefully allow the City of Tehachapi and the Tehachapi City Council to make the findings required every five years under California Government Code section 66001(d). Findings must be made regarding the purpose and use of the fee, identifying "all sources and amounts of funding anticipated to complete financing in incomplete improvements," and designating approximately when such funding is anticipated to be secured.

In addition, our scope includes the reporting of the impact fee program information that must be provided on an annual basis, as required by Government Code section 66006(b). The annual report is primarily an accounting task identifying impact fee revenues received and expenditures made. This information would be reported for each fiscal year in which the City has collected the impact fee, starting in fiscal year 2006-07 and ending with fiscal year 2010-11.

The proposed scope of services does not include Willdan's attendance at meetings to gather information from City staff or present the reports for adoption by the Tehachapi City Council. If our attendance at meetings is desired, they can be added to the scope of services based on our hourly rates and travel expenses.

The scope of services for this engagement by task is described in detail below.

Task 1: Five-year Report Preparation

Objective: Provide a report to support the findings required for impact fee programs every five years by California Government Code 66001(d).

Description: Willdan will research and incorporate the following information into a report:

- Identify the purpose and amount of the fee;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate approximate dates on which the funds anticipated are expected to be deposited.

Meetings: None.

Deliverables: One (1) draft of the report for City review and one (1) final version of the final report for Tehachapi City Council approval and adoption.

Task 2: Annual Report Preparation

Objective: Provide a report documenting the information required on an annual basis under California Government Code 66006(b).

Description: Based on records provided by the City regarding fee collections, interest payments and fee expenditures, prepare a report to document the following information for each fiscal year; beginning with fiscal year 2006-07 through fiscal year 2010-11.

- Identify the type and amount of fee;
- Establish beginning and ending balance;
- Report amount of fees collected and interest earned;

Exhibit A

- Identify each public improvement on which fees were expended and the amount of the expenditures on each improvement; including the total percentage of the cost that was funded with fees;
- Identify approximate date by which the construction will commence once sufficient funds have been collected;
- Describe each inter fund transfer or loan, including a description of the improvement on which the monies will be spent;
- In the case of an inter fund loan, identify the date on which the loan will be repaid and the interest income received on the loan; and
- Identify the amount of refunds.

This scope of services assumes that records on park impact fee revenues collected and expenditures made by the City of Tehachapi will be readily provided to Willdan for preparation of the annual report. If the data collection process requires extensive effort by Willdan, additional budget may be needed.

Meetings: None.

Deliverables: One (1) draft of the report for City review and one (1) final version of the final report.

Exhibit B

FEES FOR SERVICES

Willdan Financial Services will complete the services described in Task 1 and Task 2 for a **fixed price fee of \$6,500**. If the City desires for Mr. Robert Quaid, project manager, to attend an on-site meeting or meetings related to this project, there will be an additional fee will of \$1,500. We will invoice the City of Tehachapi monthly for our services.

COUNCIL & DEPARTMENT HEADS ASSIGNED TO ORGANIZATIONS AND GROUPS:

1. **EMERGENCY PREPAREDNESS:**
Mayor Ed Grimes-
 Public Information Officer
Public Works Director Dennis Wahlstrom –
 Public Works in Operations
Community Development Director David James –
 Planning Chief
Finance Director Hannah Chung – **Finance Chief**
City Manager Greg Garrett
Council Member Shane Reed

Primary function is to establish & coordinate emergency preparedness in case of disaster in the city and the surrounding communities. Members of this group also serve as liaison with public safety departments including the Fire Departments.
2. **COMMON INTEREST GROUP:**
Council Member Susan Wiggins
Mayor Ed Grimes – **alternate**

This informal organization meets monthly & provides a forum for all local governments to meet and exchange ideas & report the status of each member.
3. **KERN COUNCIL OF GOVERNMENTS & KERN COUNTY CITY SELECTION ORGANIZATION:**
Mayor Pro Tem Philip Smith – **Kern COG**
Council Member Linda Vernon – **alternate**
City Manager Greg Garrett - **TTAC**

All Kern County cities are represented by this State mandated organization & primarily evaluate & implement transportation issues. A secondary function is to appoint members to mandatory county organizations & committees.
4. **DEPARTMENT OF CORRECTIONS, ACCAP & CITIZENS ADVISORY ORGANIZATION:**
Council Member Shane Reed - **CAC**
Mayor Ed Grimes – **ACCAP**
Council Member Linda Vernon
Council Member Shane Reed

This group meets with local prison officials & coordinates & improves relations between CCI, the City, & local community. The Association of California Cities Allied with Prisons (ACCAP) works with other California prison cities to publicize & promote common areas of interest to benefit member cities.
5. **KERN COUNTY AIR POLLUTION CONTROL DISTRICT:**
Mayor Ed Grimes

This mandated district works on air pollution issues & the City is required by State law to have a representative on this board. Through the Department of Motor Vehicles program grants to reduce air pollution, the City & surrounding communities have received significant funding over the past few years for worthwhile pollution reduction projects.
6. **KERN COUNTY ASSOCIATION OF CITIES:**
All City Council Members
Council Member Linda Vernon-KCAC Rep.
Mayor Ed Grimes – **Waste Management**

This voluntary organization is comprised of all the incorporated cities of Kern County. The members work collectively in solving common problems & achieving mutual goals.
7. **LEAGUE OF CALIFORNIA CITIES, SOUTH SAN JOAQUIN DIVISION:**
Council Member Linda Vernon
Council Member Susan Wiggins

Most cities in California belong to this organization, which represents its membership on statewide legislative issues. A secondary function of the League is to train, educate & advise on various functions, laws & issues that pertain to member cities.
8. **TEHACHAPI SENIOR CITIZENS CENTER ORGANIZATION:**
Council Member Susan Wiggins

Advises and works with the Senior Citizen Club & its membership on issues pertaining to this organization.
9. **PERSONNEL ADVISORS:**
Mayor Ed Grimes
Mayor Pro-Tempore Phil Smith
Council Member Linda Vernon - **alternate**

The functions of this organization are to review, revise, evaluate, advise & implement personnel issues that pertain to the City.
10. **GOLDEN HILLS COMMUNITY SERVICES DISTRICT LIAISON:**
Council Member Linda Vernon
Council Member Shane Reed

Members of this group serve as liaisons with Golden Hills Community Services District.

COUNCIL & DEPARTMENT HEADS
ASSIGNED TO ORGANIZATIONS AND GROUPS:

11. **CAPITAL IMPROVEMENT PROJECTS**

GROUP:

Council Member Phil Smith
Council Member Shane Reed
City Manager Greg Garrett
Public Works Director Dennis Wahlstrom
Community Development Director David James
Finance Director Hannah Chung
City Engineer Jay Schlosser

Members of this group rank and prioritize the City's capital improvement projects.

12. **TEHACHAPI HOSPITAL FOUNDATION:**

All City Council Members - **member**
City Treasurer Pat Gassaway - **member**

The members of this foundation support and inform as well as educate the community of the need to build a new hospital.

13. **CALIFORNIA STATE UNIVERSITY,
BAKERSFIELD, ANTELOPE VALLEY CAMPUS
COMMUNITY DEVELOPMENT ADVISORY
BOARD:**

Mayor – Ed Grimes
Council Member Susan Wiggins – alternate

The Center for Community Development mission is to promote community development through collaborative research, education, and service activities. The Center is guided by its commitments to cooperation among academic disciplines; strengthened relationships between educational, governmental, and private entities; collective wellbeing; and respect for cultural diversity.

14. **TEHACHAPI UNIFIED SCHOOL DISTRICT**

Mayor Ed Grimes

Members of this group serve as liaisons to the Tehachapi Unified School District

15. **TEHACHAPI VALLEY RECREATION AND
PARKS DISTRICT:**

Council Member Shane Reed
Council Member Susan Wiggins
Members of this group serve as liaisons to the Tehachapi Valley Recreation and Parks District

16. **TEHACHAPI MUNICIPAL ADVISORY
COMMISSION:**

Mayor Ed Grimes

17. **LEAGUE OF CALIFORNIA CITIES,
PUBLIC SAFETY POLICY COMMISSION:**

Mayor Ed Grimes - Chairman