

# **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 15, 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 15, 2011 - 6:00 P.M. - PG. 2**

---

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

**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 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

- \*2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on August 1, 2011 and special meeting on August 10, 2011- **APPROVE AND FILE**
- \*4. Main Street has submitted a special use application for Oktoberfest on September 10, 2011. They are requesting the closure of a portion of Tehachapi Blvd and the use of street barricades – **APPROVE THE MAIN STREET SPECIAL USE APPLICATION FOR OKTOBERFEST AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS**
- \*5. TVRPD has submitted a special use application for the 5K/10K Summer Fun Run event to be held on August 20, 2011. They are requesting the closure of Snyder Street from Tehachapi Blvd to F Street and the use of street barricades – **APPROVE THE TVRPD SPECIAL USE APPLICATION FOR THE SUMMER FUN RUN EVENT AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS**
6. The Tehachapi City Council will appoint one member to the City of Tehachapi Planning Commission to fill the vacancy created by Commissioner Rachel Rudd's resignation. This appointment will complete her term which expires on June 30, 2014. The City Clerk's office received two applications from two qualified applicants, Mary Lou Vachon and Adam Jenkins – **APPOINT ONE MEMBER TO THE CITY OF TEHACHAPI PLANNING COMMISSION TO COMPLETE A FOUR YEAR TERM TO EXPIRE ON JUNE 30, 2014**

**FINANCE DIRECTOR REPORTS**

- \*7. Disbursements, bills, and claims for 8/1/2011 through 8/9/2011 – **AUTHORIZE PAYMENTS**
- \*8. City of Tehachapi Treasurer's Report through July 2011 – **RECEIVE REPORT**
9. As required by AB 26, the City of Tehachapi needs to approve an Enforceable Obligation Payment Schedule by adopting a resolution – **ADOPT A RESOLUTION IMPLEMENTING AN ENFORCEABLE OBLIGATION PAYMENT SCHEDULE**

**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 15, 2011 - 6:00 P.M. - PG. 3**

---

**PUBLIC WORKS DIRECTOR REPORTS**

- \*10. Due to a main water line rupture on Dennison Road and subsequent road damage, staff determined that the road repairs needed to be put out to bid – **AWARD BID TO KERN ASPHALT COMPANY AND APPROVE AGREEMENT WITH THE SAME TO REPAIR 648 SQUARE FEET OF DENNISON ROAD FOR A TOTAL OF \$7,195.00**

**COMMUNITY DEVELOPMENT DIRECTOR REPORTS**

11. Proposed amendment to Tehachapi Municipal Code relating to uses permitted in the low density single-family residential (R-1) district – **INTRODUCE ORDINANCE AMENDING ORDINANCE NOS. 572 AND 613 AND SUBSECTION I OF THE TEHACHAPI MUNICIPAL SECTION 18.18.020 RELATING TO GROUP HOMES SERVING SIX (6) OR FEWER PEOPLE**

**CITY MANAGER REPORTS**

12. Addendum and Amendment to Communications Site Lease Agreement between Towerco Assets LLC and the City of Tehachapi – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE ADDENDUM AND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) BETWEEN THE CITY OF TEHACHAPI AND TOWERCO ASSETS LLC**
13. Consideration of a Tehachapi Municipal Airport noncommercial hangar ground lease agreement – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND GEORGE SANDY**
14. Report to Council regarding current activities and programs – **VERBAL REPORT**

**COUNCILMEMBER ANNOUNCEMENTS OR REPORTS**

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

**CLOSED SESSION**

1. Approval of closed session minutes of August 1, 2011.

**ADJOURNMENT**

# MINUTES

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

BeeKay Theatre  
110 South Green Street  
Monday, August 1, 2011 – 6:00 P.M.

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

### ACTION TAKEN

#### CALL TO ORDER

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

#### ROLL CALL

Roll call by City Clerk Denise Jones.

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

Absent: None

#### INVOCATION

By Mark Staller of the Apostolic Faith Church

#### PLEDGE TO THE FLAG

Led by Councilmember Linda Vernon

Members of the Loyal Order of the Moose announced the kick off of the sale of "Good Time Badges" for the upcoming Mountain Festival.

#### CONSENT AGENDA

Approved consent agenda subject to removal of item \*7 by Jeremiah Soto.

Approved Consent Agenda  
Subject To Removal Of Item  
\*7  
Ve/Wi Ayes All

**AUDIENCE ORAL COMMUNICATIONS**

1. General public comments regarding matters not listed as an agenda item were received from:
  - a. Henry Schaeffer, city business owner, spoke regarding Section 8 housing at The Village.
  - b. Shelly Young and The Friends of Sand Canyon thanked the City for recognizing Sand Canyon as part of the Tehachapi family and for supporting the opposition of the wind farms. Also presented a thank you card to the City.
  - c. Stan Beckham, city resident, inquired about certain Ennis properties in Tehachapi and about City RDA funds for low income housing project.
  - d. Richard Tripp, city resident, commented on construction at Curry and F Streets and on the cost of democracy.
2. Mayor Grimes commented on a Certificate of Recognition for Rachel Rudd.
3. Mayor Grimes commented on a Certificate of Recognition for Austin Kalb.

**CITY ATTORNEY REPORTS**

4. Presented options to City Council regarding open seat on Council due to Mr. Reed's resignation – **CITY ATTORNEY TOM SCHROETER GAVE REPORT; COUNCILMEMBER WIGGINS CLARIFIED THE COUNTY CLERK COST ESTIMATE FOR A SPECIAL ELECTION IS \$55,000; COUNCILMEMBER SMITH SUGGESTED APPOINTING A COUNCILMEMBER SINCE EXPIRATION OF TERM IS NEXT YEAR; RORY TURNER COMMENTED ON LAST ELECTION RESULTS INFLUENCING COUNCIL'S DECISION; COUNCILMEMBER VERNON COMMENTED ON GIVING ALL QUALIFIED APPLICANTS AN OPPORTUNITY TO APPLY FOR POSITION AND TO BE PRUDENT WITH CITY'S MONEY; FILL VACANT SEAT ON CITY COUNCIL BY APPOINTMENT AND ADVERTISE FOR POSITION, FILING PERIOD TO CLOSE ON AUGUST 31, 2011, AT 5:00 PM.**

Fill Vacant Seat On City Council By Appointment & Advertise For Position, Filing Period To Close On August 31, 2011, At 5:00 PM  
Wi/Sm Ayes All

**CITY CLERK REPORTS**

- \*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

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

Approved & Filed  
Ve/Wi Ayes All

**ACTION TAKEN**

City Financing Corporation special meeting on June 20, 2011 and regular meetings on June 20, 2011 and July 5, 2011- **APPROVED AND FILED.**

\*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 – **THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA BY JEREMIAH SOTO; DEPUTY CITY CLERK ASHLEY WHITMORE GAVE REPORT; APPLICANT JEREMIAH SOTO REQUESTED WAIVER OF USE FEE; CITY MANAGER GREG GARRETT STATED THIS WAS A TOUGH DECISION; COUNCILMEMBER SMITH ASKED IF AVYRA IS DOING ANY MAINTENANCE AT AIRPORT AND BELIEVES THE COMMUNITY WILL GET MONEY BACK THROUGH TOURISM GENERATED FROM EVENT; MAYOR GRIMES STATED THIS IS AN EVENT FOR THE YOUTH AND THAT IT IS NOT A LOT OF MONEY; COUNCILMEMBER VERNON ASKED FOR CLARIFICATION REGARDING WAIVING FEE AND DEPOSIT; COUNCILMEMBER WIGGINS ASKED IF AVYRA COULD HELP WITH CLEAN UP AFTER EVENT IS OVER TO LEARN IMPORTANCE OF COMMUNITY SERVICE; APPROVED 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 APPROVED THE FEE WAIVER REQUEST AND APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND AVYRA**

Approved The AVYRA Rodeo Special Event Application, Request For The Use Of The Tehachapi Rodeo Grounds, Subject To City Conditions, City Attorney Approval Of Insurance & Approved The Fee Waiver Request & Approved & Authorized The Mayor To Sign The Agreement Between C.O.T. & AVYRA  
Sm/Wi Ayes All

\*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 – **APPROVED THE KAWAIISU LANGUAGE AND CULTURAL CENTER SPECIAL USE APPLICATION AND ASSOCIATED STREET CLOSURE, SUBJECT TO CITY CONDITIONS.**

Approved The Kawaiisu Language & Cultural Center Special Use Application & Associated Street Closure, Subject To City Conditions  
Ve/Wi Ayes All

\*9. Greater Tehachapi Chamber of Commerce has submitted a special use application for the 48<sup>th</sup> 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 – **APPROVED THE 48<sup>TH</sup> ANNUAL TEHACHAPI MOUNTAIN FESTIVAL SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS AND APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI CHAMBER OF COMMERCE.**

Approved The 48<sup>th</sup> Annual Tehachapi Mountain Festival Special Event Application & Associated Street Closures, Subject To City Conditions & Approved & Authorized The Mayor To Sign The Agreement Between C.O.T. & The Tehachapi Chamber Of Commerce  
Ve/Wi Ayes All

**ACTION TAKEN**

\*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 – **APPROVED THE TEHACHAPI MOUNTAIN PRO RODEO SPECIAL EVENT APPLICATION AND ASSOCIATED APPLICANT REQUESTS, SUBJECT TO CITY CONDITIONS AND CITY ATTORNEY APPROVAL OF INSURANCE.**

Approved The Tehachapi Mountain Pro Rodeo Special Event Application & Associated Applicant Requests, Subject To City Conditions & City Attorney Approval Of Insurance  
 Ve/Wi Ayes All

**FINANCE DIRECTOR REPORTS**

\*11. Disbursements, bills, and claims for 6/30/2011 through 7/26/2011 – **AUTHORIZED PAYMENTS.**

Authorized Payments  
 Ve/Wi Ayes All

\*12. City of Tehachapi Treasurer’s Report through June 2011 – **RECEIVED REPORT.**

Received Report  
 Ve/Wi Ayes All

**UTILITY MANAGER REPORTS**

13. Memorandum of Understanding with the Kern Council of Governments to conduct greenhouse gas inventories and develop energy action plans – **UTILITY MANAGER JON CURRY GAVE REPORT; COUNCILMEMBER VERNON CLARIFIED THAT THE CITY IS GETTING PAID TO PARTICIPATE IN THIS PROGRAM AND ASKED FOR CLARIFICATION ON PROGRAM FROM BECKY NAPIER OF KERNCOG; MAYOR GRIMES ASKED IF OTHER CITIES ARE PARTICIPATING IN PROGRAM; APPROVED THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF TEHACHAPI AND KERN COUNCIL OF GOVERNMENTS.**

Approved MOU Between C.O.T. & Kern Council Of Governments  
 Sm/Ve Ayes All

**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 – **CHIEF KERMODE GAVE REPORT; MAYOR GRIMES STATED THIS IS A GOOD AND EFFECTIVE PROGRAM; APPROVED AND AUTHORIZED THE MAYOR AND POLICE CHIEF TO SIGN THE PROPOSED RENEWAL OF THE SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING.**

Approved & Authorized The Mayor & Police Chief To Sign The Proposed Renewal Of The School Resource Officer MOU  
 Ve/Wi Ayes All

15. Tehachapi’s Second Annual National Night Out – **INFORMATIONAL REPORT.**

Gave Report

**ACTION TAKEN**

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 – **CHIEF KERMODE GAVE REPORT; COUNCILMEMBER WIGGINS ASKED FOR CLARIFICATION ON EXACT LOCATION OF ESTABLISHMENT AND ABOUT A TRAFFIC STUDY; MAYOR GRIMES ASKED IF FOOD WILL BE SERVED; COUNCILMEMBER VERNON EXPRESSED CONCERN REGARDING THE NUMBER OF SIMILAR ESTABLISHMENTS IN CITY; JERRY MANDEL, ESTABLISHMENT MANAGER, EXPLAINED HOW THEY PLAN TO OPERATE BUSINESS; APPLICANT CLIFF SAUZO STATED THEY ARE READY TO OPEN AND ARE WAITING ON COUNCIL APPROVAL; GEORGE SANDY, CITY RESIDENT, EXPRESSED CONCERN OF SAFETY AT NEARBY INTERSECTION; RORY TURNER EXPRESSED CONCERN OVER HAVING VACANT BUILDINGS IN TOWN; APPROVED 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.**

Approved A Finding Of Public Convenience &/Or Necessity For The Dog House Saloon To Conduct On Sale Of Alcoholic Beverages (Type 48 ABC License) At The Location In Question  
W/Sm Motion Carried  
Ns: Ve

**CAPITAL PROJECTS 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 – **CAPITAL PROJECTS MANAGER CHRIS KIRK GAVE REPORT; COUNCILMEMBER VERNON ASKED IF IMPACT FEES COULD VARY; APPROVED AND AUTHORIZED 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.**

Approved & Authorized The Mayor To Sign The Agreement Between C.O.T. & Willdan Financial Services For Annual & Five-Year Impact Fee Reports For The Park & Recreations Fees In An Amount Not To Exceed \$8,000  
Ve/Sm Ayes All

**CITY MANAGER REPORTS**

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

Gave Report

**COUNCIL MEMBER REQUESTS**

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

Modified Council Assignments To Groups & Organizations

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Councilmember Vernon congratulated Main Street on the Wine Walk event.
2. Mayor Grimes commented on the Guam national baseball team visit last week and the mural dedication at the Beekay Theater.

**CLOSED SESSION**

1. Approved 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 - **DECLINED TO EXERCISE RIGHT OF FIRST REFUSAL FOR HANGAR 18E.**
3. Conference with legal counsel regarding claim filed by Shelby Rolin per Government Code Section 54956.9(b) - **REJECTED SHELBY ROLIN CLAIM.**
4. Conference with legal counsel regarding the case of Tehachapi First v. City of Tehachapi per Government Code Section 54956.9(a).

Approved Minutes  
Ve/Sm Ayes All

Declined To Exercise Right  
Of First Refusal For Hangar  
18E  
Wi/Sm Ayes All

Rejected Shelby Rolin Claim  
Sm/Ve Ayes All

**ADJOURNMENT**

The City Council/Boards adjourned at 7:50 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, August 15, 2011, at 6:00 p.m.

---

DENISE JONES  
City Clerk, City of Tehachapi

Approved this 15<sup>th</sup> day  
Of August, 2011.

---

ED GRIMES  
Mayor, City of Tehachapi

# MINUTES

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

115 S. ROBINSON STREET  
WEDNESDAY, AUGUST 10, 2011 – 5:00 P.M.

**NOTE:** Sm, Ve, Gr and Wi are abbreviations for Council Members Smith, Vernon, Grimes 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 5:00 pm

#### ROLL CALL

Roll call by City Clerk Denise Jones.

Present: Mayor Grimes, Councilmembers Smith and Wiggins

Absent: Councilmembers Vernon

#### PLEDGE TO THE FLAG

Led by Mayor Grimes

#### BUSINESS

1. Ida Perkins, Chamber of Commerce noted that she has contacted the local CSD's with the parade route change so they can notify their residents.
2. Due to downtown construction, the parade route for the Mountain Festival needs to be changed – **GREG GARRET GAVE REPORT; COUNCILMEMBER SMITH ASKED ABOUT ALTERNATE TRAFFIC ROUTES; AMENDED THE APPROVED SPECIAL USE APPLICATION FOR THE 2011 MOUNTAIN FESTIVAL PARADE TO INCLUDE CLOSURE OF CERTAIN PORTIONS OF TEHACHAPI BOULEVARD, MULBERRY STREET AND E STREET ON AUGUST 20, 2011.**

**Amended The Approved Special Use Application For The 2011 Mountain Festival Parade To Include Closure Of Certain Portions Of Tehachapi Boulevard, Mulberry Street & E Street On August 20, 2011  
Wi/Sm Ayes All**

#### ADJOURNMENT

The City Council adjourned at 5:10 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, August 15, 2011, at 6:00 p.m.

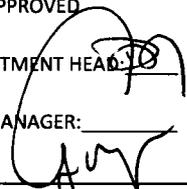
**ACTION TAKEN**

|   |  |
|---|--|
| <p>Approved this 15<sup>th</sup> day<br/>Of August, 2011.</p> <p>_____<br/>ED GRIMES<br/>Mayor, City of Tehachapi</p> <p>_____<br/>DENISE JONES<br/>City Clerk, City of Tehachapi</p> |  |
|---|--|

# COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: AUGUST 15, 2011

|   |
|---|
| APPROVED  |
| DEPARTMENT HEAD:  |
| CITY MANAGER:   |

---

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

**FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK**

**DATE: AUGUST 9, 2011**

**SUBJECT: OKTOBERFEST SPECIAL EVENT APPLICATION**

---

## APPLICANT AND ORGANIZATION

Lori McKenzie, Main Street Tehachapi

## EVENT DESCRIPTION

The Oktoberfest will be held on 9/10/2011 from noon – 8:00 pm. This event will be held on Tehachapi Blvd. and includes the use of Railroad Park. This event is open to the public.

## APPLICANT REQUESTS

- Closure of Tehachapi Blvd. from Robinson St. to the eastern most driveway at the Gas & Go Gas Station at 106 East Tehachapi Blvd. from 10:00 am – 10:00 pm.
- 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.

Police Department: VIPs will be requested to assist with the event. However, their role will be limited to crowd control and monitoring of the event. They cannot perform the “security” function.

Applicant must provide appropriate security at the ID check locations and at the points of sale for alcoholic beverages.

Building Inspector: (see attached)

## RECOMMENDATION

APPROVE THE OKTOBERFEST SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS AND CITY ATTORNEY APPROVAL OF INSURANCE.

Conditions of Approval for Proposed  
Open-Air Special Events

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

JH Hasselbrink  
Chief Building Inspector  
City of Tehachapi

Kern County Fire Marshall  
661-391-7000



RECEIVED  
JUL 25 2011  
CITY OF TEHACHAPI

### SPECIAL USE/EVENT APPLICATION

Organization MAIN STREET TEHACHAPI

Event Contact LORI MCKENZIE Phone Number 822-6519

Address PO BOX 830

City TEHACHAPI State CA Zip Code 93561

E-mail Address lori@mainstreettehachapi.org

Event Name OKTOBERFEST

Event Location TEHACHAPI BLVD.

Event Date(s) SEPT. 10, 2011 Event Time(s) 12:00 - 8:00 pm

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

TEHACHAPI BLVD. TO BE CLOSED BETWEEN ROBINSON ST & JUST EAST OF GREEN ST 2 BEER BOOTHS AT EACH END OF EVENT, VENDORS, CRAFTS, BOUNCE HOUSE & ROCK WALL. ALSO GERMAN CAR SHOW FROM 12-4 pm.

In Kohner's Parking Lot

Street Closed @ 10:00 am  
Street Opened @ 10:00 pm

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? MAIN STREET

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No

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

Event Name OKTOBERFEST Event Date(s) SEPT. 10, 2011

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

Street Barricades TEHACHAAN BLVD CLOSED AT ROBINSON TO JUST EAST OF GREEN ST

Traffic Control 1

Crowd Control VIP's if possible

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

Lights \_\_\_\_\_

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

Site Clean-up & Maintenance Main Street

Security VIP's if possible

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

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

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

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

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

Applicant Signature *Lari M. Mezie* Date 7-25-11

**Office Use Only**

- Insurance Certificate
- List Of Vendors
- Meeting
- Deposit
- Plot Plan
- Date \_\_\_\_\_
- Time \_\_\_\_\_

|   |  |                            |                             |
|---|--|----------------------------|-----------------------------|
| <input checked="" type="checkbox"/> CM  | <input type="checkbox"/> PW            | <input type="checkbox"/> A | <input type="checkbox"/> HD |
| <input checked="" type="checkbox"/> CPM | <input checked="" 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.

## SEE 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;

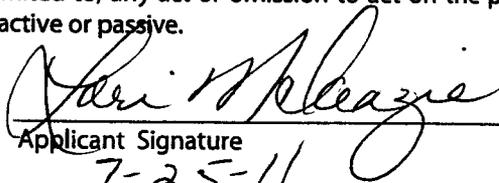
(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(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  
7-25-11  
Date

Green St.

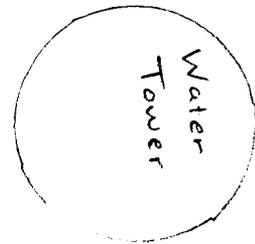
Tenachapi Blvd

Barricades

x x x x x x x x x x x x

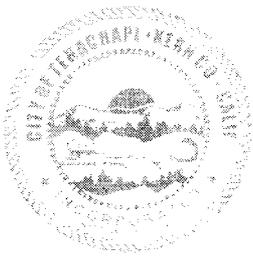
Barricades

x x x x x x x x x x x x



R.R. Park

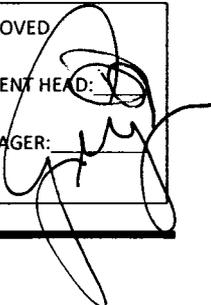
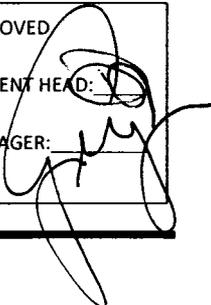
Robinson St.



# COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: AUGUST 15, 2011

|   |
|---|
| APPROVED  |
| DEPARTMENT HEAD:  |
| CITY MANAGER:     |

---

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

**FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK**

**DATE: AUGUST 9, 2011**

**SUBJECT: 5K/10K SUMMER FUN RUN SPECIAL EVENT APPLICATION**

---

## APPLICANT AND ORGANIZATION

Sandy Chavez, Tehachapi Valley Recreation & Parks District

## EVENT DESCRIPTION

The 5K/10K Summer Fun Run will be held on 8/20/2011 starting at 6 am and ending at 10:30 pm. This event will be held on various streets throughout the city and is open to the public.

## APPLICANT REQUESTS

- Closure of Snyder from Tehachapi Blvd. to the east side parking lot entrance, north of F Street, from 6:00 – 8:00 am.
- 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 5K/10K SUMMER FUN RUN SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS



RECEIVED  
JUL 31 2011  
CITY OF TEHACHAPI

# SPECIAL USE/EVENT APPLICATION

Organization TVRPD

Event Contact Sandy Chavez Phone Number 401-822-3228 ext 13

Address 490 West D st

City Tehachapi State Ca. Zip Code 93561

E-mail Address Sandy@TVRPD

Event Name Summer fun Run

Event Location old JMS

Event Date(s) Aug. 20<sup>th</sup> Event Time(s) 6:00 AM to 10:30 AM

Describe Event: (Street Closures, Activities, Participation, Etc.)  
 The staging area will be at old Jackson Jr. High. School, with registration starting at 7:00AM. we would like barricades at the following locations Snyder & F Street

Is the event open to the Public?  Yes  No

Is event for money raising purposes?  Yes  No

If Yes, what will the proceeds be used for? TVRPD Programs / Kern Co Tehachapi Mountain Search & Rescue

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 Summer fun Run

Event Date(s) Aug 20<sup>th</sup> 2011

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

Street Barricades Snyder & f<sup>th</sup> City

Traffic Control Search & Rescue

Crowd Control Parks & Rec Staff / Search & Rescue

Utility Services: Water, Sewer, Electric N/A

Lights \_\_\_\_\_

Dust Control N/A

Site Clean-up & Maintenance Parks & Rec Staff

Security N/A

Site Facilities N/A

Health Dept. N/A

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 Sandy Chavez

Date 7/28/11

**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.

## FEES 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.

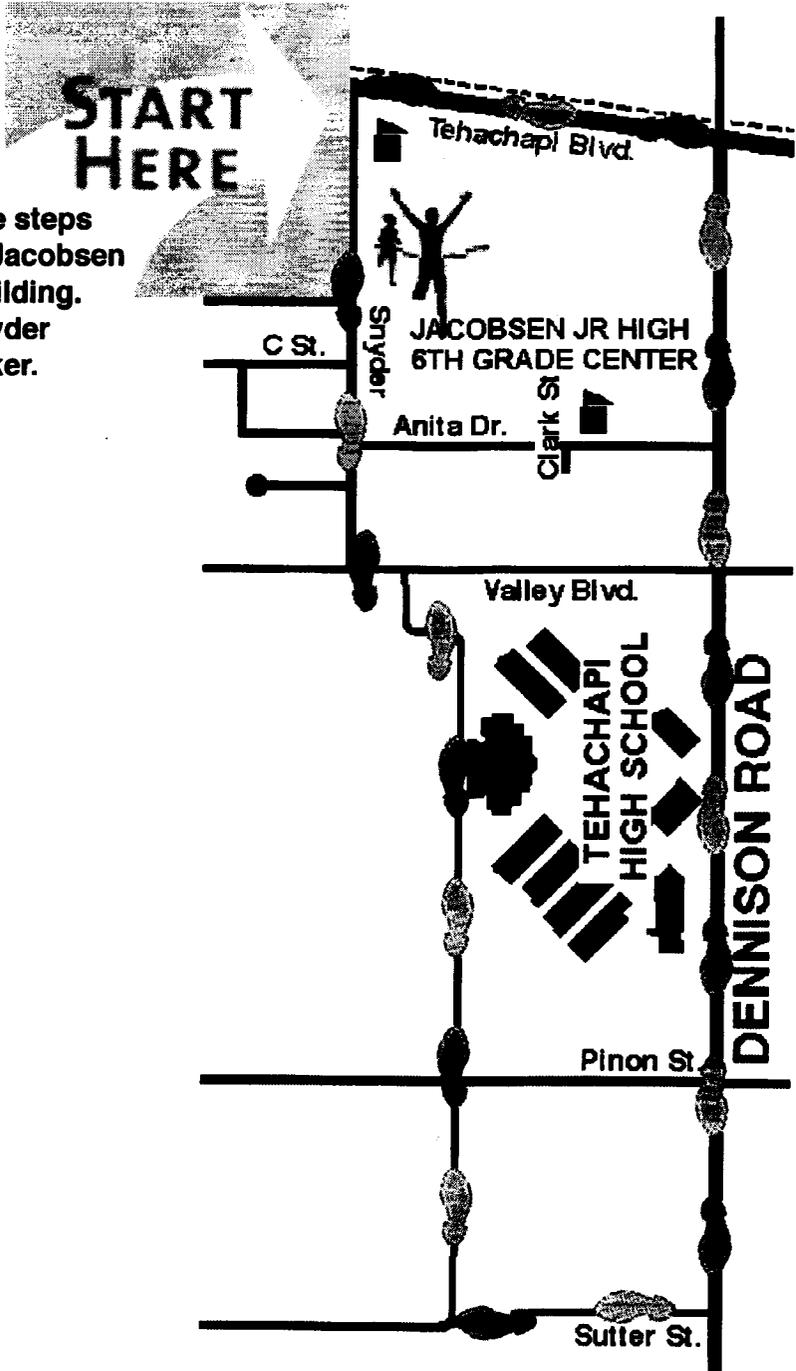
### INDEMNIFICATION

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 K Summer Fun Run Route



**START  
HERE**

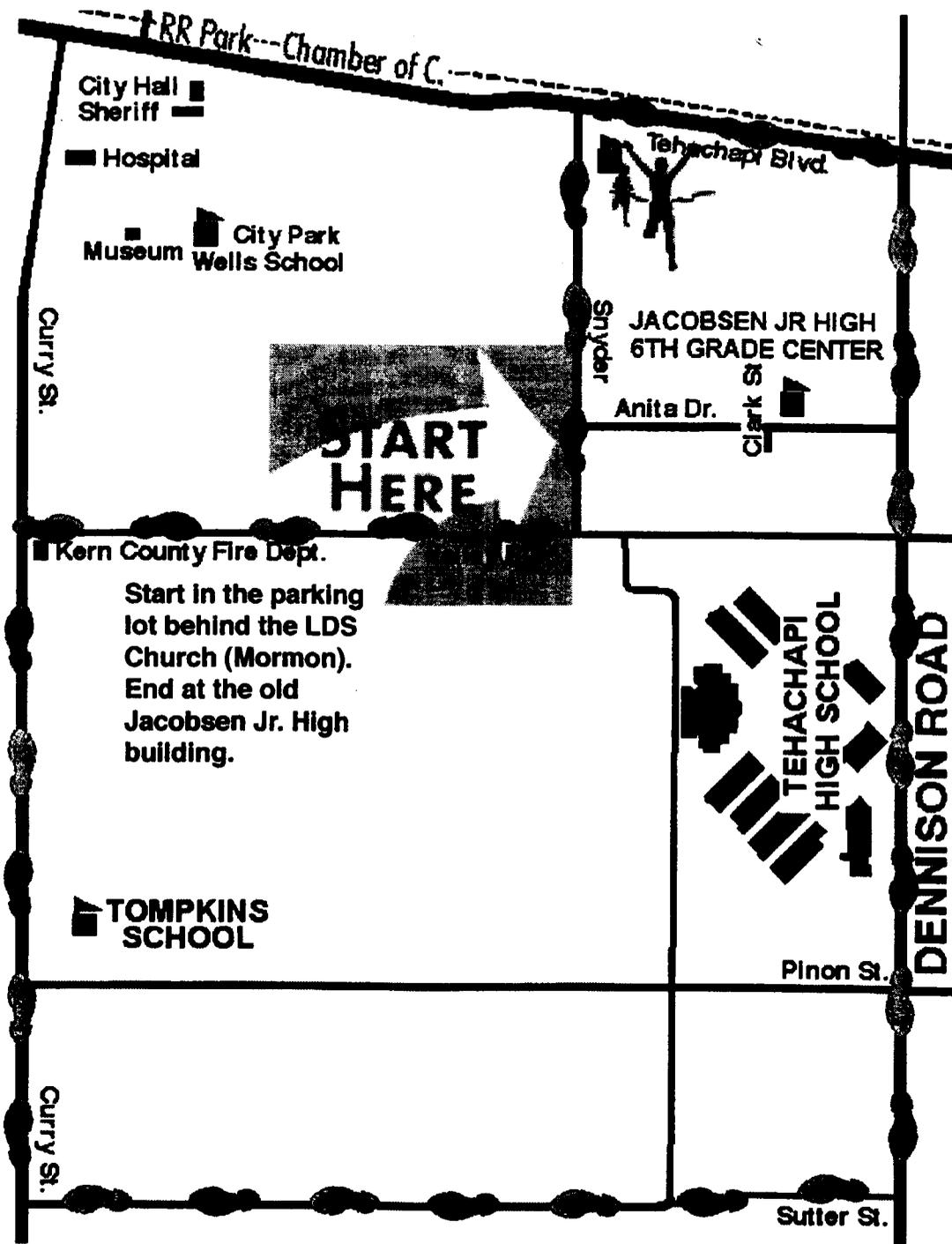
Start on the steps  
of the Old Jacobsen  
Jr. High building.  
End on Snyder  
Street marker.



Tehachapi Valley  
Recreation and Parks District  
490 West D Street, Tehachapi, CA 93581

Phone: (661) 822-3228  
Fax: (661) 823-8529

# 10 K Summer Fun Run Route



Tehachapi Valley  
Recreation and Parks District  
490 West D Street, Tehachapi, CA 93581

Phone: (661) 822-3228  
Fax: (661) 823-8529



August 8, 2011

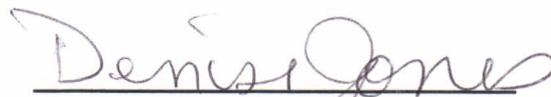
BOXED DISPLAY NOTICE: Tehachapi News

## **PLANNING COMMISSION APPOINTMENT**

Due to the resignation of Rachel Rudd on July 13, 2011, the Tehachapi City Council will consider appointing one member to the City of Tehachapi Planning Commission. This appointed commissioner will complete the term that expires on June 30, 2014.

The Planning Commission develops and maintains the general plan; develops such specific plans; periodically reviews the capital improvement program of the City; recommends to the City Council plans for the regulation of the future growth, development and beautification of the City in respect to its public and private buildings and works, streets, parks, grounds and vacant lots; recommends to the City Council plans, consistent with the future growth and development of the City, in order to secure sanitation and proper service of all public utilities, shipping and transportation facilities; and recommends to the City Council, for approval or disapproval, tentative maps or proposed subdivisions of land.

Applications are available at City Hall, 115 South Robinson Street, or by downloading the application at [www.tehachapicityhall.com](http://www.tehachapicityhall.com). All applications must be returned to the Tehachapi City Hall by Wednesday, August 10, 2011, at 5:00 p.m. The City Council will consider the applications during the Tehachapi City Council meeting to be held on Monday, August 15, 2011, at 6:00 p.m.

  
Denise Jones, City Clerk  
City of Tehachapi

Published: July 26, 2011  
August 2, 2011

RECEIVED  
JUL 13 2011  
CITY OF TEHACHAPI

July 13, 2011

The Honorable Ed Grimes, Mayor of Tehachapi  
Tehachapi City Council  
115 S. Robinson Street  
Tehachapi, CA 93561

Dear Mayor Grimes and City Council Members:

I am sad to say that my husband has been transferred to Alabama, and with that, I will need to resign from the Planning Commission. It has been an honor and a privilege to serve as a Planning Commissioner for such a wonderful city.

As a military spouse, it is often difficult to feel at home in a new community. Thank you for taking a chance on me and allowing me to have this opportunity to get involved and grow some roots quickly, to feel more at home. I hope that my time as a Planning Commissioner has proven to be beneficial to the community, as well.

I definitely plan to stay in touch to keep track of the exciting future projects that are in store for Tehachapi.

Sincerely,



Rachel Rudd

[rmbhrer@uwalumni.com](mailto:rmbhrer@uwalumni.com)  
(701) 240-8798

cc: David James, Community Development Director  
Greg Garrett, City Manager

- Copy - Council Clerk  
- City Clerk  
For next agenda.  


(661) 822-2200  
Fax: (661) 822-8559

CITY OF TEHACHAPI  
RECEIVED

AUG 08 2011

CITY CLERK'S OFFICE  
BY \_\_\_\_\_



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

**APPLICATION FOR APPOINTMENT**

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

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

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

Name Mary Lou Z. Vachon

Address 1360 Wild Olive Road

City Tehachapi State CA Zip Code 93561

Phone Number +1 (661) 823-4454 Fax Number +1 (661) 823-1010

Email marylou.vachon@sbcglobal.net

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

1. Planning Commissioner
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Occupation Self Employed - President/CEO of The Apple Shed

Business Name The Apple Shed

Address 333 E. Tehachapi Blvd.

City Tehachapi State CA Zip Code 93561

Phone Number +1 (661) 823-8333 Fax Number +1 (661) 823-1010

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

Southwest Texas Junior College - Uvalde, TX - AAS in Business Data Processing  
 California State University Bakersfield, Bakersfield, CA - Education Courses  
 Inter America University - San Juan, Puerto Rico - Education Courses/Spanish  
 Sul Ross State University - Del Rio, TX- Business Economics  
 Tarrant County Junior College - Fort Worth, TX - Business Speech/Economics

Other special training or experience:

Owner and operator of The Apple Shed for 6 years and nominated by Senator Jean Fuller for California Small Business of the year - 2009, Former Tehachapi Realtor for Century 21 and Country Real Estate, Southwest Texas Junior College Instructor - Office Systems, Professional Development for Office Personnel, Administrative Office Procedures, Word Processing, Business Math and Computerized Accounting, American Airlines - 12 years of Human Resources experience which consisted of payroll, employee relations, benefits, ideas in action, investigations and conducting management training, fluent in Spanish

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

California Small Business Association Board Member, Main Street Tehachapi Board Member, Tehachapi Tourism Commissioner, Committee member for Main Street Economic Development, Committee member for Tehachapi School District Advisory Council, Member of Tehachapi Economic Development Commission, Member of Bakersfield Chamber of Commerce, Member of Tehachapi Lions Club

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

My home and business are in Tehachapi. I want to see smart growth for Tehachapi so our kids will be able to enjoy this lovely town and continue the work that the city has already accomplished. What better way to pay back this community than to volunteer my time to help in future development of this town. I have passion for this City and for the people of this community.

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

I am a small business owner who does minimal catering for the city. If there is any occasion that is considered a conflict of interest I will not bid or provide that service.

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

#### AUTHORIZATION AND RELEASE

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

Signature Field \_\_\_\_\_

Date/Time Field \_\_\_\_\_

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



RECEIVED  
AUG 10 2011  
CITY OF TEHACHAPI

**APPLICATION FOR APPOINTMENT**

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

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

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

Name Adam Jenkins

---

Address 1013 Canyon Drive East

---

City Tehachapi State California Zip Code 93561

---

Phone Number +1 (661) 972-2364 Fax Number

---

Email fubar622@sbcglobal.net

---

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

1. Planning Commission

---

- 2.

---

- 3.

---

- 4.

---

Occupation Production Control Operator

---

Business Name Cal Portland

---

Address 9350 Oak Creek Road

---

City Mojave State California Zip Code 93501

---

Phone Number +1 (661) 823-3711 Fax Number

---

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

BS in Criminal Justice from Kaplan University  
Diploma from Hoffman Estates High School

Other special training or experience:

Served 4 years in the United States Marine Corps, where I learned responsibility and leadership.

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

n/a

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

I think this is an exciting opportunity for me to help usher the City of Tehachapi into the future. I think this town has room for further expansion and is becoming a wonderful place to raise a family.

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

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

AUTHORIZATION AND RELEASE

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

Signature Field Adam J. Jenkins

Date/Time Field 8/10/2011 1315

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

# AJJ

Adam J. Jenkins

1013 Canyon Drive East. Tehachapi, CA. 93561

Home: 661-823-1157 Cell: 661-972-2364

## OBJECTIVE

Planning Commission Appointment

## WORKHISTORY

Mar. 2004 – Present

Cal Portland

Mojave, CA

*Production Control Operator*:: Duties included the operation of the finish mill systems, D2 and H4 to produce finish cement, inspections of work areas and the equipment, as well as the minor repair of the equipment.

Feb. 2000 – Mar. 2004

U.S. Marine Corps

Camp Pendleton, CA

*Platoon Sergeant*: Duties included the supervising, strategic planning, and day to day operations, in garrison and combat, of up to 20 Marines.

*Police Sergeant*: Responsible for logistical support, maintenance, inventory, distribution and transportation of military gear and personnel worth over \$3 million.

Jan. 1997 – Jan. 2000

NASCAR Silicon Speedway

Schaumburg, IL

*Assistant Technical Manager*: Responsible for the maintenance and repair of the stores hydraulic racing simulators and computers.

## EDUCATION

2006-2009

Criminal Justice

Kaplan University

B.S. cum laude

2009-present

Business Admin.

Cerro Coso College

## REFERENCES

Timothy Felsoci

661-823-1720

Terry and Mary Reed

661-747-2458

| <u>Invoice No</u>               | <u>Description</u>  | <u>Reference</u>    | <u>Invoice Date</u>                                     | <u>Check Amount</u> |
|---------------------------------|---|---------------------|---|---------------------|
| <b>Check No: 0</b><br>40222229  | <b>Check Date: ?</b><br>PblcWrks/acetylene                  | <b>Vendor: 0015</b> | <b>211-Praxair Distribution, Inc.</b><br>07/20/2011     | 114.95              |
|                                 |   |                     | <b>Check Total:</b>                                     | 114.95              |
| <b>Check No: 0</b><br>132847    | <b>Check Date: ?</b><br>GenGov/full comprehensive coverage  | <b>Vendor: 0017</b> | <b>American Business Machines</b><br>07/14/2011         | 4,413.96            |
|                                 |   |                     | <b>Check Total:</b>                                     | 4,413.96            |
| <b>Check No: 0</b><br>B103543   | <b>Check Date: ?</b><br>Wtr/samples/Dennison Well           | <b>Vendor: 0035</b> | <b>BC Laboratories, Inc.</b><br>07/21/2011              | 15.00               |
| B104202 1                       | Wtr/samples/Minton Well/Highline res                        |                     | 07/27/2011  | 50.00               |
| B103545                         | Wtr/samples/Dennison Well                                   |                     | 07/21/2011  | 15.00               |
| B103868 1                       | Wtr/samples/Dennison Well/Alder/Haye                        |                     | 07/21/2011  | 50.00               |
| B104202 2                       | Wtr/samples/Minton Well/Highline res                        |                     | 07/27/2011  | 24.00               |
| B103946                         | Wtr/samples/Curry resv                                      |                     | 07/27/2011  | 15.00               |
| B103868 2                       | Wtr/samples/Dennison Well/Alder/Haye                        |                     | 07/21/2011  | 24.00               |
| B103544                         | Swr/samples/Curry resv                                      |                     | 07/25/2011  | 15.00               |
| B104171                         | Swr/samples/WWTP headworks                                  |                     | 07/25/2011  | 210.00              |
| B104619                         | Swr/samples/WWTP headworks                                  |                     | 07/27/2011  | 210.00              |
|                                 |   |                     | <b>Check Total:</b>                                     | 628.00              |
| <b>Check No: 0</b><br>A115838   | <b>Check Date: ?</b><br>Swr/analysis/effluent               | <b>Vendor: 0060</b> | <b>BSK Analytical Laboratories</b><br>07/26/2011        | 144.00              |
|                                 |   |                     | <b>Check Total:</b>                                     | 144.00              |
| <b>Check No: 0</b><br>44171     | <b>Check Date: ?</b><br>Swr/haz oil waste                   | <b>Vendor: 0093</b> | <b>Cole's Services</b><br>07/28/2011                    | 265.00              |
|                                 |   |                     | <b>Check Total:</b>                                     | 265.00              |
| <b>Check No: 0</b><br>140152042 | <b>Check Date: ?</b><br>PblcWrks/srv chrg/auto covers/twl c | <b>Vendor: 0300</b> | <b>Mission Linen &amp; Uniform Servic</b><br>07/26/2011 | 69.91               |
| 140153236                       | PblcWrks/srv chrg/auto covers/twl c                         |                     | 08/02/2011  | 66.26               |
|                                 |   |                     | <b>Check Total:</b>                                     | 136.17              |
| <b>Check No: 0</b><br>0245035   | <b>Check Date: ?</b><br>PblcWrks/fuel                       | <b>Vendor: 0362</b> | <b>RSI Petroleum Products</b><br>07/26/2011             | 586.84              |
| 0244981                         | PblcWrks/fuel   |                     | 07/22/2011  | 1,996.94            |
| 0244760                         | PblcWrks/fuel   |                     | 07/14/2011  | 1,801.32            |
| 0245009                         | Strts/acetone/barrel pump/drum chrg                         |                     | 07/25/2011  | 551.33              |
|                                 |   |                     | <b>Check Total:</b>                                     | 4,936.43            |
| <b>Check No: 0</b><br>080111    | <b>Check Date: ?</b><br>Swr/water/cooler rent               | <b>Vendor: 0399</b> | <b>Sparkletts</b><br>08/01/2011                         | 156.00              |
|                                 |   |                     | <b>Check Total:</b>                                     | 156.00              |
| <b>Check No: 0</b><br>070911    | <b>Check Date: ?</b><br>PD/booking cost/analysis            | <b>Vendor: 0429</b> | <b>Tehachapi Valley Healthcare</b><br>07/09/2011        | 38.80               |
|                                 |   |                     | <b>Check Total:</b>                                     | 38.80               |
| <b>Check No: 0</b><br>130810    | <b>Check Date: ?</b><br>Dwntwn Beautification Ph2/cap slip  | <b>Vendor: 0430</b> | <b>Tehachapi Lumber Company</b><br>07/25/2011           | 1.38                |
| 130811                          | Dwntwn Beautification Ph2/strt elbos                        |                     | 07/25/2011  | 4.82                |
|                                 |   |                     | <b>Check Total:</b>                                     | 6.20                |
| <b>Check No: 0</b><br>12455394  | <b>Check Date: ?</b><br>GenGov/recruitment ad               | <b>Vendor: 0431</b> | <b>Tehachapi News</b><br>07/26/2011                     | 72.32               |
| 12452945                        | CommDev/Group Home ord                                      |                     | 07/26/2011  | 77.50               |
|                                 |   |                     | <b>Check Total:</b>                                     | 149.82              |

| <u>Invoice No</u>  | <u>Description</u>                   | <u>Reference</u>    | <u>Invoice Date</u>                    | <u>Check Amount</u> |
|--------------------|--------------------------------------|---------------------|--|---------------------|
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 0434</b> | <b>Tehachapi Sanitation</b>            |                     |
| 1864871            | Hotdog Festival/cart delivery/HS ftb |                     | 07/04/2011                             | 100.00              |
| 1864872            | Hotdog Festival/cart delivery/City p |                     | 07/05/2011                             | 100.00              |
|                    |                                      |                     | <b>Check Total:</b>                    | <b>200.00</b>       |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 0447</b> | <b>Underground Service Alert a Ca</b>  |                     |
| 11070319           | PblcWrks/annual membership           |                     | 07/20/2011                             | 221.88              |
|                    |                                      |                     | <b>Check Total:</b>                    | <b>221.88</b>       |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 0448</b> | <b>Union Bank Corporate Trust Div</b>  |                     |
| 6339               | Admin fee/89-2 LTD obligation impt b |                     | 07/28/2011                             | 1,020.24            |
|                    |                                      |                     | <b>Check Total:</b>                    | <b>1,020.24</b>     |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 0476</b> | <b>WITTS Everything for the Office</b> |                     |
| 117619-0           | GenGov/mouse pad                     |                     | 07/19/2011                             | 17.10               |
| 118018-0           | GenGov/plas binding                  |                     | 08/08/2011                             | 30.02               |
| 117734-0           | GenGov/rpt covers/paper              |                     | 07/26/2011                             | 55.81               |
| 117915-0           | GenGov/inkcart                       |                     | 08/02/2011                             | 32.16               |
| 117691-0           | GenGov/hand stowaway/pens            |                     | 07/22/2011                             | 174.49              |
| 117751-0           | GenGov/rep covers                    |                     | 07/27/2011                             | 82.11               |
| C 117734-0         | GenGov/rpt covers/return             |                     | 07/27/2011                             | -21.50              |
| 117805-0           | Finance/platform stand w/drawer      |                     | 07/29/2011                             | 36.45               |
| 117871-0           | PblcWks/reasermate pens/markers/shar |                     | 08/01/2011                             | 61.01               |
|                    |                                      |                     | <b>Check Total:</b>                    | <b>467.65</b>       |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 0560</b> | <b>Kern Machinery</b>                  |                     |
| 1852482            | Arprt/gx16out                        |                     | 07/22/2011                             | 437.18              |
|                    |                                      |                     | <b>Check Total:</b>                    | <b>437.18</b>       |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 0567</b> | <b>Microflex Corp #774353</b>          |                     |
| 1225377 1          | Swr/safegrip xl/evolution one xl     |                     | 07/27/2011                             | 189.62              |
| 1225377 2          | Swr/safegrip xl/evolution one xl     |                     | 07/27/2011                             | 189.62              |
|                    |                                      |                     | <b>Check Total:</b>                    | <b>379.24</b>       |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 0610</b> | <b>Abate-A-Weed, Inc.</b>              |                     |
| 433838             | PblcWrks/blue apron chaps            |                     | 07/27/2011                             | 91.80               |
| 432801             | Arprt/ranger pro/pendulum/mark it bl |                     | 07/22/2011                             | 360.32              |
| 433828             | Arprt/ranger pro/mark it blue        |                     | 07/27/2011                             | 628.41              |
|                    |                                      |                     | <b>Check Total:</b>                    | <b>1,080.53</b>     |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 0620</b> | <b>Mountain Gardens Nursery</b>        |                     |
| 30280              | Centennial Plaza/redbud western      |                     | 08/01/2011                             | 214.48              |
|                    |                                      |                     | <b>Check Total:</b>                    | <b>214.48</b>       |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 0675</b> | <b>Kapy's Electronics</b>              |                     |
| 10155866           | Swr/can of rosin                     |                     | 07/26/2011                             | 7.50                |
| 10155912           | Swr/4"x1/2 red h.s./#20 strnd ul     |                     | 07/27/2011                             | 12.70               |
| 063011 1           | Swr/fin. chrg                        |                     | 07/31/2011                             | 2.61                |
|                    |                                      |                     | <b>Check Total:</b>                    | <b>22.81</b>        |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 0832</b> | <b>ACWA Health Benefits Authority</b>  |                     |
| 0901114            | Life/AD&D                            |                     | 09/01/2011                             | 995.57              |
| 0901111            | Medical                              |                     | 09/01/2011                             | 60,178.94           |
| 0901112            | Dental                               |                     | 09/01/2011                             | 6,554.01            |
| 0901113            | Vision                               |                     | 09/01/2011                             | 811.22              |
|                    |                                      |                     | <b>Check Total:</b>                    | <b>68,539.74</b>    |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1055</b> | <b>Mercury Graphics</b>                |                     |
| 4034               | PD/Business cards S.Arebalo          |                     | 08/02/2011                             | 56.84               |

| <u>Invoice No</u>  | <u>Description</u>                   | <u>Reference</u>    | <u>Invoice Date</u>                | <u>Check Amount</u> |
|--------------------|--------------------------------------|---------------------|------------------------------------|---------------------|
| 4028               | Dwntwn Beautification/signs          |                     | 07/25/2011                         | 418.28              |
|                    |                                      |                     | <b>Check Total:</b>                | 475.12              |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1505</b> | <b>Benz Construction Services</b>  |                     |
| 1868711            | Hotdog Festival/prtbl toilet deliv/H |                     | 08/01/2011                         | 390.00              |
|                    |                                      |                     | <b>Check Total:</b>                | 390.00              |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1506</b> | <b>San Joaquin Safety Shoes</b>    |                     |
| 55358              | Swr/annual safety shoes/RMonje       |                     | 07/20/2011                         | 182.31              |
|                    |                                      |                     | <b>Check Total:</b>                | 182.31              |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1708</b> | <b>JoRonCo Rentals</b>             |                     |
| 02-031999-13       | Hotdog Festival/canopy/fire permit/s |                     | 07/05/2011                         | 2,442.60            |
|                    |                                      |                     | <b>Check Total:</b>                | 2,442.60            |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1729</b> | <b>Alpha Landscape Maintenance</b> |                     |
| 10933 1            | GenGov/City offices                  |                     | 07/25/2011                         | 45.38               |
| 10934 1            | GenGov/Market Place                  |                     | 07/28/2011                         | 1.89                |
| 10933 2            | GenGov/Market Place & Union Pacific  |                     | 07/25/2011                         | 201.79              |
| 10934 14           | GenGov/Pioneer Park                  |                     | 07/28/2011                         | 1.88                |
| 10934 15           | GenGov/Old Town planter              |                     | 07/28/2011                         | 1.88                |
| 10933 16           | GenGov/Pioneer Park                  |                     | 07/25/2011                         | 506.04              |
| 10934 17           | GenGov/old fire house                |                     | 07/28/2011                         | 1.88                |
| 10933 17           | GenGov/Old Town Planters             |                     | 07/25/2011                         | 11.12               |
| 10934 18           | GenGov/Robinson Park                 |                     | 07/28/2011                         | 1.88                |
| 10933 19           | GenGov/old fire house Pinon          |                     | 07/25/2011                         | 109.63              |
| 10934 19           | GenGov/Taco Sandwich                 |                     | 07/28/2011                         | 1.88                |
| 10933 20           | GenGov/Robinson park                 |                     | 07/25/2011                         | 461.02              |
| 10934 20           | GenGov/Senior Center                 |                     | 07/28/2011                         | 1.88                |
| 10933 21           | GenGov/Taco sandwich & wall          |                     | 07/25/2011                         | 25.68               |
| 10934 22           | Depot/Railroad Depot                 |                     | 07/28/2011                         | 1.88                |
| 10933 22           | GenGov/Senior center                 |                     | 07/25/2011                         | 95.95               |
| 10933 24           | GenGov/Robinson parking lot          |                     | 07/25/2011                         | 22.85               |
| 10937 1            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 29.46               |
| 10937 2            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 40.54               |
| 10937 3            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 40.54               |
| 10937 4            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 29.48               |
| 10937 5            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 128.98              |
| 10937 6            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 18.43               |
| 10937 7            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 40.54               |
| 10937 8            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 40.54               |
| 10936 1            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 72.80               |
| 10936 2            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 36.40               |
| 10936 3            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 36.40               |
| 10936 4            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 218.40              |
| 10936 5            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 72.80               |
| 10936 6            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 72.80               |
| 10936 7            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 145.60              |
| 10936 8            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 127.40              |
| 10936 9            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 36.40               |
| 10936 10           | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 91.00               |
| 10935 1            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 72.80               |
| 10935 2            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 209.30              |
| 10935 3            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 100.10              |
| 10935 4            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 282.10              |
| 10935 5            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 36.40               |
| 10935 6            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 81.90               |
| 10935 7            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 18.20               |
| 10935 8            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 18.20               |
| 10935 9            | Weed Abatement lots/Misc.            |                     | 07/28/2011                         | 36.40               |

| <u>Invoice No</u>   | <u>Description</u>                   | <u>Reference</u>    | <u>Invoice Date</u>              | <u>Check Amount</u> |
|---------------------|--------------------------------------|---------------------|----------------------------------|---------------------|
| 10935 10            | Weed Abatement lots/Misc.            |                     | 07/28/2011                       | 18.20               |
| 10935 11            | Weed Abatement lots/Misc.            |                     | 07/28/2011                       | 18.20               |
| 10935 12            | Weed Abatement lots/Misc.            |                     | 07/28/2011                       | 18.20               |
| 10934 21            | Depot/Railroad Depot                 |                     | 07/28/2011                       | 5.26                |
| 10933 23            | Depot/Railroad Depot                 |                     | 07/25/2011                       | 116.44              |
| 10934 2             | Strts/Mill street                    |                     | 07/28/2011                       | 6.00                |
| 10933 3             | Strts/Mill street islands            |                     | 07/25/2011                       | 392.38              |
| 10934 3             | Strts/Capitol Hills                  |                     | 07/28/2011                       | 3.79                |
| 10933 4             | Strts/Capitol Hills S island         |                     | 07/25/2011                       | 246.63              |
| 10934 9             | Strts/South Curry                    |                     | 07/28/2011                       | 3.79                |
| 10933 10            | Strts/South Curry                    |                     | 07/25/2011                       | 207.93              |
| 10934 12            | Strts/Dennison st                    |                     | 07/28/2011                       | 5.68                |
| 10933 13            | Strts/trees                          |                     | 07/25/2011                       | 113.10              |
| 10933 14            | Strts/Dennison street                |                     | 07/25/2011                       | 658.10              |
| 10934 10            | LLD/Heritage Oaks                    |                     | 07/28/2011                       | 18.94               |
| 10933 11            | LLD/Heritage Oak                     |                     | 07/25/2011                       | 787.98              |
| 10934 13            | LLD/Clear View                       |                     | 07/28/2011                       | 1.88                |
| 10933 15            | LLD/Clear View                       |                     | 07/25/2011                       | 294.12              |
| 10934 4             | LLD/Manzanita Park                   |                     | 07/28/2011                       | 5.90                |
| 10934 5             | LLD/KB tract                         |                     | 07/28/2011                       | 1.89                |
| 10933 5             | LLD/Manzanita Park                   |                     | 07/25/2011                       | 693.93              |
| 10933 6             | LLD/KB tract-highland LMD            |                     | 07/25/2011                       | 468.03              |
| 10934 6             | LLD/Alta tract                       |                     | 07/28/2011                       | 43.56               |
| 10933 7             | LLD/Alta tract/Warrior Park          |                     | 07/25/2011                       | 4,082.07            |
| 10934 7             | LLD/Alta Parkway                     |                     | 07/28/2011                       | 3.79                |
| 10933 8             | LLD/Alta Parkway lawns               |                     | 07/25/2011                       | 160.38              |
| 10934 8             | LLD/all planters                     |                     | 07/28/2011                       | 18.94               |
| 10933 9             | LLD/all planters-highline & tract pe |                     | 07/25/2011                       | 1,433.48            |
| 10934 11            | LLD/KB Dennison                      |                     | 07/28/2011                       | 53.02               |
| 10933 12            | LLD/KB tract/Dennison                |                     | 07/25/2011                       | 3,293.96            |
| 10934 16            | LLD/Mill street cottages             |                     | 07/28/2011                       | 1.88                |
| 10933 18            | LLD/Mill street cottages             |                     | 07/25/2011                       | 22.49               |
| 10933 25            | Landscape/Red Barn                   |                     | 07/25/2011                       | 80.59               |
| <b>Check Total:</b> |                                      |                     |                                  | <b>16,908.95</b>    |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 1801</b> | <b>HD Supply Waterworks, LTD</b> |                     |
| 3336003             | Dwntwn Beautification/gv ol/restrain |                     | 07/27/2011                       | 503.20              |
| 3338528             | Wtr/stake chaser                     |                     | 07/27/2011                       | 28.96               |
| 3279087             | Wtr/2"ang ball meter valve           |                     | 07/15/2011                       | 240.70              |
| 3310721             | Wtr/conc traffic valve box/lid water |                     | 07/21/2011                       | 1,139.51            |
| <b>Check Total:</b> |                                      |                     |                                  | <b>1,912.37</b>     |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 1822</b> | <b>Ed Grimes</b>                 |                     |
| 072911              | Council/mileage reimbursement/ACCAP  |                     | 07/29/2011                       | 147.90              |
| <b>Check Total:</b> |                                      |                     |                                  | <b>147.90</b>       |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 1947</b> | <b>Tehachapi Lawn and Garden</b> |                     |
| 072711              | PblcWrks/sharpened 20" chain         |                     | 07/27/2011                       | 9.50                |
| <b>Check Total:</b> |                                      |                     |                                  | <b>9.50</b>         |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 1982</b> | <b>SSD Systems</b>               |                     |
| 909278              | GenGov/trip charge/labor hours       |                     | 07/27/2011                       | 129.10              |
| <b>Check Total:</b> |                                      |                     |                                  | <b>129.10</b>       |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 2111</b> | <b>Swift Napa Auto Parts</b>     |                     |
| 710596              | Swr/hose end/labor                   |                     | 07/28/2011                       | 35.57               |
| 709455              | Swr/battery/core deposit             |                     | 07/18/2011                       | 242.91              |
| 709479              | Swr/core deposit/handle/return       |                     | 07/18/2011                       | -10.74              |
| 710321              | Arprt/hnd pump                       |                     | 07/26/2011                       | 123.33              |

| <u>Invoice No</u>   | <u>Description</u>                  | <u>Reference</u>    | <u>Invoice Date</u>             | <u>Check Amount</u> |
|---------------------|-------------------------------------|---------------------|---------------------------------|---------------------|
| <b>Check Total:</b> |                                     |                     |                                 | 391.07              |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                | <b>Vendor: 2200</b> | <b>Argo Chemical</b>            |                     |
| 1107062             | Wtr/chlor sol                       |                     | 07/12/2011                      | 1,095.22            |
| <b>Check Total:</b> |                                     |                     |                                 | 1,095.22            |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                | <b>Vendor: 2459</b> | <b>CSG Systems, Inc.</b>        |                     |
| 73920 4             | Rfs/postage                         |                     | 07/27/2011                      | 183.34              |
| 73920 1             | Rfs/printing                        |                     | 07/27/2011                      | 101.92              |
| 73920 5             | Wtr/postage                         |                     | 07/27/2011                      | 458.38              |
| 73920 2             | Wtr/printing                        |                     | 07/27/2011                      | 254.80              |
| 73920 6             | Swr/postage                         |                     | 07/27/2011                      | 275.03              |
| 73920 3             | Swr/printing                        |                     | 07/27/2011                      | 152.88              |
| <b>Check Total:</b> |                                     |                     |                                 | 1,426.35            |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                | <b>Vendor: 2534</b> | <b>CWI-Bakersfield Br</b>       |                     |
| 006-43813           | Swr/repair heater/parts             |                     | 07/13/2011                      | 1,043.94            |
| <b>Check Total:</b> |                                     |                     |                                 | 1,043.94            |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                | <b>Vendor: 2589</b> | <b>Jerome's Tractor Service</b> |                     |
| C-11-286            | PblcWrks/move in fee                |                     | 07/16/2011                      | 150.00              |
| C-11-287            | PblcWrks/move in fee                |                     | 07/16/2011                      | 150.00              |
| C-11-288            | PblcWrks/move in fee/tractor        |                     | 07/16/2011                      | 220.00              |
| C-11-289            | PblcWrks/move in fee/tractor        |                     | 07/16/2011                      | 220.00              |
| C-11-290            | PblcWrks/move in fee/tractor        |                     | 07/16/2011                      | 220.00              |
| C-11-291            | PblcWrks/move in fee/tractor        |                     | 07/16/2011                      | 360.00              |
| C-11-292            | PblcWrks/move in fee                |                     | 07/16/2011                      | 150.00              |
| C-11-293            | PblcWrks/move in fee                |                     | 07/16/2011                      | 150.00              |
| C-11-294            | PblcWrks/move in fee                |                     | 07/16/2011                      | 150.00              |
| C-11-295            | PblcWrks/move in fee                |                     | 07/16/2011                      | 150.00              |
| C-11-296            | PblcWrks/move in fee                |                     | 07/18/2011                      | 150.00              |
| C-11-297            | PblcWrks/move in fee                |                     | 07/18/2011                      | 150.00              |
| C-11-298            | PblcWrks/move in fee                |                     | 07/18/2011                      | 150.00              |
| C-11-299            | PblcWrks/move in fee                |                     | 07/18/2011                      | 150.00              |
| C-11-300            | PblcWrks/move in fee                |                     | 07/18/2011                      | 150.00              |
| C-11-301            | PblcWrks/move in fee                |                     | 07/18/2011                      | 150.00              |
| C-11-302            | PblcWrks/move in fee                |                     | 07/18/2011                      | 150.00              |
| C-11-303            | PblcWrks/move in fee                |                     | 07/18/2011                      | 150.00              |
| C-11-304            | PblcWrks/move in fee                |                     | 07/18/2011                      | 150.00              |
| C-11-305            | PblcWrks/move in fee                |                     | 07/19/2011                      | 150.00              |
| C-11-306            | PblcWrks/move in fee                |                     | 07/19/2011                      | 150.00              |
| C-11-307            | PblcWrks/move in fee                |                     | 07/19/2011                      | 150.00              |
| C-11-308            | PblcWrks/move in fee                |                     | 07/19/2011                      | 150.00              |
| C-11-309            | PblcWrks/move in fee                |                     | 07/19/2011                      | 150.00              |
| C-11-310            | PblcWrks/move in fee                |                     | 07/19/2011                      | 150.00              |
| C-11-311            | PblcWrks/move in fee/tractor        |                     | 07/19/2011                      | 290.00              |
| C-11-312            | PblcWrks/move in fee/tractor        |                     | 07/21/2011                      | 255.00              |
| C-11-313            | PblcWrks/move in fee/tractor        |                     | 07/21/2011                      | 255.00              |
| <b>Check Total:</b> |                                     |                     |                                 | 4,970.00            |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                | <b>Vendor: 2636</b> | <b>HDWBC</b>                    |                     |
| 17982               | IT/monthly consulting fee July 2011 |                     | 08/01/2011                      | 2,000.00            |
| <b>Check Total:</b> |                                     |                     |                                 | 2,000.00            |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                | <b>Vendor: 2676</b> | <b>USPS-Hasler</b>              |                     |
| 080311              | GenGov/postage                      |                     | 08/03/2011                      | 1,000.00            |
| <b>Check Total:</b> |                                     |                     |                                 | 1,000.00            |

| <u>Invoice No</u>  | <u>Description</u>   | <u>Reference</u>    | <u>Invoice Date</u>   | <u>Check Amount</u>  |
|--|--|---------------------|---|--|
| <b>Check No: 0</b><br>2519   | <b>Check Date: ?</b><br>PD/annual support services   | <b>Vendor: 2833</b> | <b>Sun Ridge Systems, Inc.</b><br>07/19/2011  | 7,460.84   |
|  |  |                     | <b>Check Total:</b>   | 7,460.84   |
| <b>Check No: 0</b><br>4173 1<br>4177 1<br>4173 2<br>4177 2<br>4175<br>4179<br>4174<br>4178 | <b>Check Date: ?</b><br>GenGov/cleaning/115 S Robinson<br>GenGov/cleaning/115 S Robinson<br>PD/cleaning/129 E F st<br>PD/cleaning/129 E F st<br>Depot/cleaning/101 W Teh blv<br>Depot/cleaning/101 W Teh blv<br>Arprt/cleaning/314 N Hayes<br>Arprt/cleaning/314 N Hayes | <b>Vendor: 2892</b> | <b>Mountain Maintenance Group, In</b><br>07/27/2011<br>08/01/2011<br>07/27/2011<br>08/01/2011<br>07/27/2011<br>08/01/2011<br>07/27/2011<br>08/01/2011 | 240.00<br>240.00<br>300.00<br>300.00<br>250.00<br>250.00<br>50.00<br>50.00 |
|  |  |                     | <b>Check Total:</b>   | 1,680.00   |
| <b>Check No: 0</b><br>2224   | <b>Check Date: ?</b><br>Arprt/standard unit & handicap renta   | <b>Vendor: 2902</b> | <b>Sim Sanitation, Inc</b><br>07/22/2011  | 114.00   |
|  |  |                     | <b>Check Total:</b>   | 114.00   |
| <b>Check No: 0</b><br>0022   | <b>Check Date: ?</b><br>Arprt/canvas bags/reimbursement  | <b>Vendor: 2957</b> | <b>Gaston Patterson</b><br>07/22/2011   | 64.31  |
|  |  |                     | <b>Check Total:</b>   | 64.31  |
| <b>Check No: 0</b><br>2586<br>2580   | <b>Check Date: ?</b><br>PD/oil change<br>PD/oil & filter chng/chck filters& f  | <b>Vendor: 3051</b> | <b>Tehachapi Transmissions, Inc.</b><br>07/21/2011<br>07/19/2011  | 32.00<br>455.40  |
|  |  |                     | <b>Check Total:</b>   | 487.40   |
| <b>Check No: 0</b><br>080811<br>080311   | <b>Check Date: ?</b><br>Special Event Insurance Deposit<br>Special Event Insurance   | <b>Vendor: 3083</b> | <b>Hub International</b><br>08/08/2011<br>08/03/2011  | 898.44<br>126.02   |
|  |  |                     | <b>Check Total:</b>   | 1,024.46   |
| <b>Check No: 0</b><br>3764   | <b>Check Date: ?</b><br>PD/molding/urethane/remove&replace   | <b>Vendor: 3174</b> | <b>Tehachapi Auto Glass</b><br>07/19/2011   | 230.08   |
|  |  |                     | <b>Check Total:</b>   | 230.08   |
| <b>Check No: 0</b><br>1114   | <b>Check Date: ?</b><br>PblcWrks/annual safety shoes/L.Wiggi   | <b>Vendor: 3264</b> | <b>Trader Bo's Western</b><br>07/30/2011  | 178.02   |
|  |  |                     | <b>Check Total:</b>   | 178.02   |
| <b>Check No: 0</b><br>W05008187  | <b>Check Date: ?</b><br>Cnstrcn/tripod ad  | <b>Vendor: 3278</b> | <b>Hub Construction Specialties,</b><br>07/19/2011  | 63.22  |
|  |  |                     | <b>Check Total:</b>   | 63.22  |
| <b>Check No: 0</b><br>1301759<br>1301747   | <b>Check Date: ?</b><br>Strts/custom sign<br>Strts/street brooms/handle/tip 5ft  | <b>Vendor: 3294</b> | <b>Lewis Barricade</b><br>07/28/2011<br>07/27/2011  | 26.81<br>74.71   |
|  |  |                     | <b>Check Total:</b>   | 101.52   |
| <b>Check No: 0</b><br>6624034  | <b>Check Date: ?</b><br>PD/ammo  | <b>Vendor: 3375</b> | <b>Cheaper Than Dirt</b><br>07/26/2011  | 970.39   |
|  |  |                     | <b>Check Total:</b>   | 970.39   |
| <b>Check No: 0</b><br>070111   | <b>Check Date: ?</b><br>PD/fee for search warrant  | <b>Vendor: 3395</b> | <b>Bank of Sierra</b><br>07/01/2011   | 46.22  |
|  |  |                     | <b>Check Total:</b>   | 46.22  |

| <u>Invoice No</u>   | <u>Description</u>                                   | <u>Reference</u> | <u>Invoice Date</u>                 | <u>Check Amount</u> |
|---------------------|--|------------------|-------------------------------------|---------------------|
| Check No: 0<br>4944 | Check Date: ?<br>PblcWrks/fix ice machine/kit sensor | Vendor: 3397     | McDonnell Enterprises<br>07/25/2011 | 168.75              |
|                     |  |                  | <b>Check Total:</b>                 | 168.75              |
|                     |  |                  | <b>Report Total:</b>                | <b>130,686.72</b>   |

| <u>Invoice No</u>  | <u>Description</u>   | <u>Reference</u>    | <u>Invoice Date</u>   | <u>Check Amount</u>                          |
|--|--|---------------------|---|--|
| <b>Check No: 0</b><br>00005090                                   | <b>Check Date: ?</b><br>GenGov/500 door hangers  | <b>Vendor: 0220</b> | <b>Johnson Printing</b><br>04/25/2011   | 73.44  |
|  |  |                     | <b>Check Total:</b>   | 73.44  |
| <b>Check No: 0</b><br>10362<br>10357<br>10360<br>10359<br>10358  | <b>Check Date: ?</b><br>GenGov/annual service/extinguishers<br>PblcWrks/annual service/extinguisher<br>PD/annual service/extinguishers<br>Wtr/annual service/extinguishers<br>Swr/annual service/extinguishers | <b>Vendor: 0248</b> | <b>Klein's Fire Protection &amp; Exti</b><br>06/08/2011<br>06/08/2011<br>06/08/2011<br>06/08/2011<br>06/08/2011 | 72.00<br>414.07<br>135.17<br>84.00<br>132.00 |
|  |  |                     | <b>Check Total:</b>   | 837.24                                       |
| <b>Check No: 0</b><br>130287                                     | <b>Check Date: ?</b><br>GenGov/pop-up 3" maxi paw  | <b>Vendor: 0430</b> | <b>Tehachapi Lumber Company</b><br>06/15/2011   | 21.64  |
|  |  |                     | <b>Check Total:</b>   | 21.64  |
| <b>Check No: 0</b><br>29239                                      | <b>Check Date: ?</b><br>PblcWrks/Monterey dr iron li   | <b>Vendor: 0620</b> | <b>Mountain Gardens Nursery</b><br>06/30/2011   | 10.38  |
|  |  |                     | <b>Check Total:</b>   | 10.38  |
| <b>Check No: 0</b><br>58448<br>58449 CR                          | <b>Check Date: ?</b><br>Swr/one yrd concrete/deposit<br>Swr/deposit/return cover   | <b>Vendor: 0689</b> | <b>Pioneer True Value Home Center</b><br>06/02/2011<br>06/02/2011   | 235.31<br>-100.00                            |
|  |  |                     | <b>Check Total:</b>   | 135.31                                       |
| <b>Check No: 0</b><br>1800106421 2<br>1800106421 1<br>1800106422 | <b>Check Date: ?</b><br>PblcWrks/CCI dedicated work crew<br>Street Cleaning/Maint. CCI<br>Street Cleaning/Maint. CCI   | <b>Vendor: 1285</b> | <b>Dept of Corrections and Rehabi</b><br>07/20/2011<br>07/20/2011<br>07/20/2011                                 | 1,632.00<br>3,672.00<br>82.88                |
|  |  |                     | <b>Check Total:</b>   | 5,386.88                                     |
| <b>Check No: 0</b><br>17872 RI                                   | <b>Check Date: ?</b><br>IT/June 2011 monthly consulting fee  | <b>Vendor: 2636</b> | <b>HDWBC</b><br>07/01/2011  | 2,000.00                                     |
|  |  |                     | <b>Check Total:</b>   | 2,000.00                                     |
| <b>Check No: 0</b><br>062811                                     | <b>Check Date: ?</b><br>PD/reimbursement/mounting systems  | <b>Vendor: 2805</b> | <b>Stacy Arebalo</b><br>06/28/2011  | 108.24                                       |
|  |  |                     | <b>Check Total:</b>   | 108.24                                       |
| <b>Check No: 0</b><br>063011                                     | <b>Check Date: ?</b><br>PblcWrks/fleet vehicles wash   | <b>Vendor: 3000</b> | <b>Sail Thru Car Wash</b><br>06/30/2011   | 45.00  |
|  |  |                     | <b>Check Total:</b>   | 45.00  |
| <b>Check No: 0</b><br>0017064                                    | <b>Check Date: ?</b><br>GenGov/CAFR services 2010-11 Stat re   | <b>Vendor: 3005</b> | <b>Hdl Coren &amp; Cone</b><br>07/28/2011   | 595.00                                       |
|  |  |                     | <b>Check Total:</b>   | 595.00                                       |
|  |  |                     | <b>Report Total:</b>  | 9,213.13                                     |

| <u>Invoice No</u>                      | <u>Description</u>   | <u>Reference</u>        | <u>Invoice Date</u>                               | <u>Check Amount</u> |
|--|--|-------------------------|---|---------------------|
| <b>Check No: 34158</b><br>2506641      | <b>Check Date: 08/01/2011</b><br>PD/subscriber access line           | <b>Vendor: 2963</b>     | <b>AT&amp;T</b><br>07/13/2011                     | 177.51              |
|  |  |                         | <b>Check Total:</b>                               | 177.51              |
| <b>Check No: 34159</b><br>071511       | <b>Check Date: 08/01/2011</b><br>GenGov/heating & ac/108 Pinon       | <b>Vendor: 0395</b>     | <b>The Gas Company</b><br>07/15/2011              | 19.63               |
|  |  |                         | <b>Check Total:</b>                               | 19.63               |
| <b>Check No: 34160</b><br>0720111      | <b>Check Date: 08/01/2011</b><br>GenGov/115 S Robinson               | <b>Vendor: 0372</b>     | <b>Southern California Edison</b><br>07/20/2011   | 1,005.18            |
| 0720113                                | GenGov/303 E D st  |                         | 07/20/2011  | 28.10               |
| 0720114                                | GenGov/108 Pinon   |                         | 07/20/2011  | 17.24               |
| 07221111                               | GenGov/311 E D st  |                         | 07/22/2011  | 221.36              |
| 07261120                               | GenGov/111 W I st  |                         | 07/26/2011  | 58.35               |
| 07261121                               | GenGov/109 E Teh blv   |                         | 07/26/2011  | 80.17               |
| 07261122                               | GenGov/1125 Capital Hills  |                         | 07/26/2011  | 22.72               |
| 0720118                                | PblcWrks/800 Enterprise  |                         | 07/20/2011  | 85.04               |
| 0720119                                | PblcWrks/800 Enterprise shop   |                         | 07/20/2011  | 31.42               |
| 0720112                                | PD/129 E F st  |                         | 07/20/2011  | 1,202.21            |
| 07221112                               | City Parks/114 S Green   |                         | 07/22/2011  | 243.93              |
| 07201119                               | Strts/800 S Curry st #A  |                         | 07/20/2011  | 36.91               |
| 0720116                                | Wtr/100 CommWay  |                         | 07/20/2011  | 157.34              |
| 0720117                                | Wtr/101 CommWay  |                         | 07/20/2011  | 132.06              |
| 07201110                               | Swr/800 Enterprise   |                         | 07/20/2011  | 454.98              |
| 0720115                                | Arprt/314 N Hayes st #B  |                         | 07/20/2011  | 298.79              |
| 07201115                               | Arprt/314 N Hayes  |                         | 07/20/2011  | 38.76               |
| 07201116                               | Arprt/9999 1/2 Hayes   |                         | 07/20/2011  | 77.17               |
| 07201117                               | Arprt/316 S Mojave   |                         | 07/20/2011  | 39.38               |
| 07201118                               | Arprt/Teh Airport 4  |                         | 07/20/2011  | 15.18               |
| 07261123                               | Arprt/409 Bryan ct   |                         | 07/26/2011  | 469.37              |
| 07261124                               | Arprt/West end Teh Airport   |                         | 07/26/2011  | 23.46               |
| 07261125                               | Arprt/314 N Hayes st PAPI  |                         | 07/26/2011  | 52.54               |
| 07261126                               | Arprt/314 N Hayes st #50   |                         | 07/26/2011  | 23.46               |
| 07221113                               | LLD/318 E E st   |                         | 07/22/2011  | 60.38               |
| 07231114                               | LLD/329 1/2 D st   |                         | 07/23/2011  | 94.49               |
|  |  |                         | <b>Check Total:</b>                               | 4,969.99            |
| <b>Check No: 34161</b><br>06302011     | <b>Check Date: 08/01/2011</b><br>Dwntwn Beautification Ph2/Pay Estmt | <b>Vendor: 1694</b>     | <b>Granite Construction Company</b><br>06/30/2011 | 98,735.40           |
|  |  |                         | <b>Check Total:</b>                               | 98,735.40           |
| <b>Check No: 34162</b><br>018256000 RI | <b>Check Date: 08/01/2011</b><br>Refund Check                        | <b>Vendor: UB*00889</b> | <b>Michael Rodriguez</b><br>05/11/2011            | 131.51              |
|  |  |                         | <b>Check Total:</b>                               | 131.51              |
|  |  |                         | <b>Report Total:</b>                              | <b>104,034.04</b>   |

| <u>Invoice No</u>                  | <u>Description</u>  | <u>Reference</u>    | <u>Invoice Date</u>                             | <u>Check Amount</u> |
|------------------------------------|---|---------------------|---|---------------------|
| <b>Check No: 34260</b><br>71129    | <b>Check Date: 08/04/2011</b><br>AV wholesale fuel                    | <b>Vendor: 2113</b> | <b>Fuel Controls, Inc.</b><br>07/26/2011        | 21,309.95           |
|                                    |   |                     | <b>Check Total:</b>                             | 21,309.95           |
| <b>Check No: 34261</b><br>080511 1 | <b>Check Date: 08/04/2011</b><br>PD/meals allowance/training          | <b>Vendor: 3396</b> | <b>Wayne A. Horning</b><br>08/05/2011           | 30.00               |
|                                    |   |                     | <b>Check Total:</b>                             | 30.00               |
| <b>Check No: 34262</b><br>072111   | <b>Check Date: 08/04/2011</b><br>PD/registration/tactical course/W.Ho | <b>Vendor: 0381</b> | <b>City of Shafter</b><br>07/21/2011            | 50.00               |
|                                    |   |                     | <b>Check Total:</b>                             | 50.00               |
| <b>Check No: 34263</b><br>0726112  | <b>Check Date: 08/04/2011</b><br>Strts/209 1/2 E Teh blv              | <b>Vendor: 0372</b> | <b>Southern California Edison</b><br>07/26/2011 | 23.46               |
| 0726113                            | Strts/333 1/2 E Teh blv   |                     | 07/26/2011                                      | 138.26              |
| 0728114                            | Strts/Teh bl W/O Green  |                     | 07/28/2011                                      | 15.57               |
| 0728115                            | Strts/103 Teh bl  |                     | 07/28/2011                                      | 73.14               |
| 0728116                            | Strts/101 E Teh bl #B   |                     | 07/28/2011                                      | 135.38              |
| 0728117                            | Strts/110 S Mill st   |                     | 07/28/2011                                      | 114.18              |
| 0728118                            | Strts/Curry/D st  |                     | 07/28/2011                                      | 15.57               |
| 0727111                            | Traffic Signal/801 Mountain View av                                   |                     | 07/27/2011                                      | 61.41               |
| 0728119                            | Wtr/358 E D st  |                     | 07/28/2011                                      | 2,214.06            |
| 07271110                           | Swr/880 Enterprise  |                     | 07/27/2011                                      | 1,365.72            |
| 07271111                           | Swr/800 Enterprise WWTP   |                     | 07/27/2011                                      | 6,512.98            |
| 07261112                           | Arprt/314 N Hayes st #G3  |                     | 07/26/2011                                      | 37.68               |
| 07261113                           | Arprt/314 N Hayes st  |                     | 07/26/2011                                      | 165.58              |
|                                    |   |                     | <b>Check Total:</b>                             | 10,872.99           |
|                                    |   |                     | <b>Report Total:</b>                            | <b>32,262.94</b>    |

| <u>Invoice No</u>      | <u>Description</u>                   | <u>Reference</u>            | <u>Invoice Date</u>                   | <u>Check Amount</u> |
|------------------------|--------------------------------------|-----------------------------|---------------------------------------|---------------------|
| <b>Check No: 34264</b> | <b>Check Date: 08/09/2011</b>        | <b>Vendor: 2636</b>         | <b>HDWBC</b>                          |                     |
| 17865 RI               | IT/HP Proliant server/hard drv/mail  |                             | 06/30/2011                            | 16,538.63           |
|                        |                                      |                             | <b>Check Total:</b>                   | <b>16,538.63</b>    |
| <b>Check No: 34265</b> | <b>Check Date: 08/09/2011</b>        | <b>Vendor: 2940</b>         | <b>U.S. Bank Corporate Payment Sy</b> |                     |
| 16337                  | GenGov/mixed arrangement/flowers     | Acct. No. 9510 C. Kirk      | 06/27/2011                            | 64.35               |
| 115                    | GenGov/plstc forks/deserts           | Acct. No. 3333 G. Garrett   | 06/30/2011                            | 41.85               |
| 43322                  | GenGov/postage                       | Acct. No. 9510 C. Kirk      | 06/21/2011                            | 530.00              |
| 346                    | GenGov/meals/meeting                 | Acct. No. 3333 G. Garrett   | 06/27/2011                            | 61.95               |
| 23948                  | GenGov/two griddle/cooking oil/brny  | Acct. No. 3358 D. Wahlstrom | 06/28/2011                            | 63.87               |
| 3569111                | CommDev/fuel                         | Acct. No. 3366 D. James     | 06/24/2011                            | 30.10               |
| 026163 2               | PD/e-z up 12x12 sierra shltr         | Acct. No. 3374 J. Kermod    | 06/29/2011                            | 108.24              |
| 062311 2               | PD/twelve T-shirts                   | Acct. No. 3374 J. Kermod    | 06/23/2011                            | 263.00              |
| 062511 3               | PD/whistles w/chain/banners/bracelet | Acct. No. 3374 J. Kermod    | 06/25/2011                            | 839.00              |
| 062411 2               | PD/meals for M/C run                 | Acct. No. 3374 J. Kermod    | 06/24/2011                            | 53.00               |
| 062511 2               | PD/meals for M/C run                 | Acct. No. 3374 J. Kermod    | 06/25/2011                            | 68.70               |
| 037443                 | Strts/24 pk AAA batt/wall/chrs       | Acct. No. 3358 D. Wahlstrom | 06/22/2011                            | 97.39               |
| 1060                   | Arprt/ACA conference registration    | Acct. No. 2516 T. Glasgow   | 06/27/2011                            | 190.00              |
| 062411                 | Arprt/sprinkler                      | Acct. No. 2516 T. Glasgow   | 06/24/2011                            | 10.81               |
| 456953                 | Arprt/icom hole mount car ant        | Acct. No. 2516 T. Glasgow   | 06/27/2011                            | 1,718.32            |
| 456804                 | Arprt/icom com a6                    | Acct. No. 2516 T. Glasgow   | 06/27/2011                            | 873.58              |
|                        |                                      |                             | <b>Check Total:</b>                   | <b>5,014.16</b>     |
| <b>Check No: 34266</b> | <b>Check Date: 08/09/2011</b>        | <b>Vendor: 3398</b>         | <b>Victor Villalvazo Plumbing</b>     |                     |
| 091010                 | Depot/plumbing&ht wtr heater/bathroo |                             | 09/10/2010                            | 8,500.00            |
|                        |                                      |                             | <b>Check Total:</b>                   | <b>8,500.00</b>     |
|                        |                                      |                             | <b>Report Total:</b>                  | <b>30,052.79</b>    |

| <u>Invoice No</u>  | <u>Description</u>                   | <u>Reference</u>          | <u>Invoice Date</u> | <u>Check Amount</u> |
|--|--------------------------------------|---------------------------|---------------------|---------------------|
| <b>Check No: 34267      Check Date: 08/09/2011      Vendor: 2940      U.S. Bank Corporate Payment Sy</b> |                                      |                           |                     |                     |
| 000001 071311  | GenGov/meals/CSD-BVS/GH meeting      | Acct. No. 3333 G. Garrett | 07/13/2011          | 35.91               |
| 071811 2   | GenGov/meals/TVRPD/meeting           | Acct. No. 3333 G. Garrett | 07/18/2011          | 17.82               |
| 061140   | GenGov/deluxe car wash               | Acct. No. 9510 C. Kirk    | 07/18/2011          | 8.00                |
| 782052   | GenGov/fuel                          | Acct. No. 3333 G. Garrett | 07/18/2011          | 95.62               |
| 741504265  | Finance/Dell OptiPlex990/monitor     | Acct. No. 3341 H. Chung   | 07/15/2011          | 1,719.98            |
| 17571  | CommDev/publication                  | Acct. No. 3366 D. James   | 07/20/2011          | 56.00               |
| 261271   | PD/xerox phaser color ink sticks     | Acct. No. 3374 J. Kermode | 07/07/2011          | 364.00              |
| 4814   | PD/gangster birthday invitaions      | Acct. No. 3374 J. Kermode | 07/07/2011          | 52.26               |
| 002078   | PD/sensicare pwr free exam gloves    | Acct. No. 3374 J. Kermode | 07/12/2011          | 145.95              |
| 4814 2   | PD/invitations                       | Acct. No. 3374 J. Kermode | 07/07/2011          | 13.24               |
| 6228277  | PD/trophy                            | Acct. No. 3374 J. Kermode | 07/21/2011          | 155.25              |
| 87549  | Dwntwn Ph II/trash receptacles w/lin | Acct. No. 9510 C. Kirk    | 06/23/2011          | 7,660.00            |
| 044092   | Swr/deluxe car wash                  | Acct. No. 9309 J. Curry   | 07/18/2011          | 8.00                |
| 16525  | Arprt/four talladega crew shirts     | Acct. No. 2516 T. Glasgow | 07/12/2011          | 160.02              |
| 062811   | Arprt/tassimo coffee                 | Acct. No. 2516 T. Glasgow | 06/28/2011          | 69.90               |
| 1054619149   | Arprt/tassimo water filter           | Acct. No. 2516 T. Glasgow | 07/08/2011          | 52.25               |
| 0003832  | Arprt/cttr pins/bushings/screws/leve | Acct. No. 2516 T. Glasgow | 06/30/2011          | 551.56              |
| 780684   | Arprt/valve box lid/rotor 4" pop up/ | Acct. No. 2516 T. Glasgow | 07/08/2011          | 192.67              |
| 304559   | Arprt/soaker hose/pvc glue/extractor | Acct. No. 2516 T. Glasgow | 07/13/2011          | 68.69               |
| 10155427   | Arprt/bnc ml/adpts                   | Acct. No. 2516 T. Glasgow | 07/13/2011          | 25.58               |
| 808271   | Arprt/spray adhesive/thrd brass bal  | Acct. No. 2516 T. Glasgow | 07/18/2011          | 30.56               |
| 4264 071811  | Arprt/two all weather hoses          | Acct. No. 2516 T. Glasgow | 07/18/2011          | 37.15               |
| 4909   | Arprt/tggl switches/lens/led cor kit | Acct. No. 2516 T. Glasgow | 06/28/2011          | 1,627.65            |
| 465566   | Arprt/bnc fml uhf ml adapter         | Acct. No. 2516 T. Glasgow | 07/12/2011          | 23.49               |
| 66204159   | Arprt/mntr dell lcd 17"              | Acct. No. 2516 T. Glasgow | 07/21/2011          | 167.13              |
| <b>Check Total:</b>  |                                      |                           |                     | <b>13,338.68</b>    |
| <br>   |                                      |                           |                     |                     |
| <b>Check No: 34268      Check Date: 08/09/2011      Vendor: 0448      Union Bank Corporate Trust Div</b> |                                      |                           |                     |                     |
| 072111   | Debt service pymnt CFD No. 90-1      |                           | 07/21/2011          | 89,468.75           |
| <b>Check Total:</b>  |                                      |                           |                     | <b>89,468.75</b>    |
| <br>   |                                      |                           |                     |                     |
| <b>Report Total:</b>   |                                      |                           |                     | <b>102,807.43</b>   |

**CITY OF TEHACHAPI**

|  |                                   |                   | <b>MONTH END BANK STATEMENT BALANCE</b> |                      |                      |                      |                      |                      |
|--|-----------------------------------|-------------------|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| <u>BANK ACCOUNTS</u>                   | <u>Institution</u>                | <u>Acct#</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>     | <u>7/31/2011</u>     |
| General Checking                       | Bank of the Sierra                | 21002-06457       | 670,492.53                              | 249,993.75           | 341,330.26           | 555,723.02           | 574,144.09           | 295,039.88           |
| Water Deposit Trust                    | Bank of the Sierra                | 21002-08503       | 83,816.75                               | 82,596.75            | 86,576.75            | 82,007.75            | 82,314.63            | 93,309.63            |
| AD 83-1/87-1, Tucker                   | Bank of the Sierra                | 21004-80193       | 87,404.75                               | 87,417.86            | 87,430.97            | 87,444.08            | 87,455.37            | 87,464.84            |
| AD 89-3                                | Bank of the Sierra                | 21002-81054       | 4,837.21                                | 4,683.43             | 4,683.43             | 4,205.08             | 14,813.08            | 28,898.36            |
| RDA Checking                           | Bank of the Sierra                | 21002-18650       | 22,071.48                               | 22,073.14            | 22,074.06            | 22,074.80            | 22,075.54            | 22,076.28            |
| Payroll                                | Bank of the West                  | 709-031215        | 49,722.41                               | 49,713.41            | 49,692.41            | 49,683.41            | 18,822.49            | 53,226.73            |
| AFLAC Flex Spending                    | Bank of the West                  | 709-039747        | 13,047.40                               | 11,523.37            | 12,077.88            | 11,675.14            | 11,229.58            | 11,814.32            |
| Airport key Deposit/Cr Card Purch      | Bank of the West                  | 709-029821        | 2,894.28                                | 18,301.01            | 33,657.82            | 18,956.49            | 51,198.08            | 67,069.82            |
| Ashtown Water Escrow                   | Bank of the West                  | CD 709-000-855969 | 106,148.99                              | 106,148.99           | 106,148.99           | 106,148.99           | 106,148.99           | 106,148.99           |
| COP 2000                               | Bank of New York                  | 355977/355979     | 0.00*                                   | 0.00*                | 0.00*                | 0.00*                | 0.00*                | 0.00*                |
| 1994/2004 Refunding Bond               | Bank of New York                  | 870513-870517     | 0.00                                    | 0.00                 | 59,759.38            | 0.00                 | 0.00                 | 0.00                 |
| RDA 2005 Bond Reserve                  | IXIS Funding Corp                 | G01230-004/001    | 0.00                                    | 0.00                 | 0.00                 | 0.00                 | 0.00                 | 0.00                 |
| CFD 90-1                               | Union Bank                        | 67170669300-308   | 83.58                                   | 83.41                | 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           | 837,336.65           | 615,401.65           | 615,401.65           |
| RDA 2005 Debt Serv Pmt Accts/Res       | Bank of New York                  | 870711-16         | 596,929.87                              | 596,929.87           | 596,929.87           | 791,581.12           | 596,929.87           | 596,929.87           |
| LAIF                                   | State of California               | 98-15-914         | 10,716,450.92                           | 10,686,450.92        | 11,950,142.35        | 11,650,142.35        | 11,950,142.35        | 11,813,764.06        |
| <b>Total Funds in Banks</b>            |                                   |                   | <b>12,969,301.82</b>                    | <b>12,531,317.56</b> | <b>13,965,989.23</b> | <b>14,217,062.29</b> | <b>14,130,759.13</b> | <b>13,791,227.84</b> |
| <b>INVESTMENTS</b>                     |                                   |                   |   |                      |                      |                      |                      |                      |
| 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    | 5,772.28                                | 538,077.46           | 7,073.04             | 511,614.54           | 3,695.01             | 4,731.21             |
| Govt. Securities-Fed Farm Cr Bk        | Morgan Stanley (2)                | 117-067378-235    | 1,030,000.00                            | 500,000.00           | 1,038,000.00         | 538,000.00           | 538,000.00           | 538,000.00           |
| Govt. Securities-Fed Home Ln Bk        | Morgan Stanley (2)                | 117-067378-235    |   |                      |                      |                      | 510,000.00           | 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            | 1,010,625.00                            | 1,010,625.00         | 1,010,625.00         | 1,021,250.00         | 1,021,250.00         | 1,021,250.00         |
| * Loaned to Wtr/Swr to pay-off COP2000 |                                   | 76214906          | 1,365,600.00                            | 1,365,600.00         | 1,365,600.00         | 1,238,006.00         | 1,238,006.00         | 1,238,006.00         |
| <b>Total Investments</b>               |                                   |                   | <b>4,578,933.63</b>                     | <b>4,581,238.81</b>  | <b>4,588,234.39</b>  | <b>4,475,806.89</b>  | <b>4,477,887.36</b>  | <b>4,478,923.56</b>  |
| <b>TOTAL PORTFOLIO</b>                 |                                   |                   | <b>17,548,235.45</b>                    | <b>17,112,556.37</b> | <b>18,554,223.62</b> | <b>18,692,869.18</b> | <b>18,608,646.49</b> | <b>18,270,151.40</b> |



# COUNCIL REPORTS

AGENDA SECTION: FINANCE

MEETING DATE: AUGUST 15, 2011

|  |
|--|
| APPROVED   |
| DEPARTMENT HEAD:  |
| CITY MANAGER:     |

---

**TO:** REDEVELOPMENT AGENCY BOARD

**FROM:** HANNAH CHUNG, FINANCE DIRECTOR

**DATE:** AUGUST 15, 2011

**SUBJECT:** Enforceable Obligation Payment Schedule

---

## BACKGROUND

On June 29, 2011, Assembly Bill 1X 26 (AB 26) and Assembly Bill 1X 27 (AB 27) went into effect. The purpose of AB 26 is to eliminate redevelopment agencies in the State of California. Effective immediately, redevelopment agencies are prohibited from incurring any new indebtedness, entering into new agreements, buying or selling properties or engaging in other redevelopment activities. Also, a successor agency will take over to manage the operation and will continue to make payments related to enforceable obligations. AB 26 requires agency board to approve an Enforceable Obligation Payment Schedule (EOPS) by adopting a resolution by August 29, 2011.

On the other hand, AB 27 provides the City with an opportunity to continue its RDA operation if an ordinance that complies with AB 27 is enacted by November 1, 2011. By opting-in for this option, the agency agrees to pay its share of the statewide \$1.7 billion in fiscal year 2011/12 and would continue paying its share of the statewide \$400 million per year from fiscal year 2012/13 and the years thereafter.

A recommending option on Tehachapi RDA's future will be presented by a staff in September for board's approval.

## FISCAL IMPACT

There is no fiscal impact for adopting a resolution to accept EOPS.

## RECOMMENDATION

Adopt the resolution.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE CITY OF TEHACHAPI REDEVELOPMENT  
AGENCY APPROVING AN ENFORCEABLE  
OBLIGATION PAYMENT SCHEDULE FOR THE  
PERIOD ENDING DECEMBER 31, 2011**

---

**WHEREAS**, in November 1999, the Tehachapi Redevelopment Plan ("Plan") was adopted by the City Council and filed with the State of California in July 2000; and

**WHEREAS**, the goal of the Plan is to eliminate such conditions of blight by providing needed public improvements; by encouraging rehabilitation and repair of deteriorated structures; by facilitating land assembly and development which will result in housing opportunities, employment opportunities and an expanded tax base; and by promoting development in accordance with the City General Plan; and

**WHEREAS**, AB 1X 26 (Opting-Out), which was signed by the Governor on June 28, 2011, calls for the dissolution of Redevelopment Agencies and transfer of all Agency Assets to successor agencies; and

**WHEREAS**, AB 1X 26 requires Redevelopment Agencies to adopt Enforceable Obligation Payment schedules within sixty days of the effective date of the legislation; and

**WHEREAS**, AB 1X 27 (Opting-In) provides Redevelopment Agencies with an alternative to dissolution through payments to benefit the State of California and other taxing jurisdictions and an Opting-In ordinance must be adopted by October 1, 2011; and

**WHEREAS**, since the Tehachapi Redevelopment Agency ("Agency") has not decided which option it will chose; and

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

1. That the foregoing recitals are true and correct.
2. That the Tehachapi Redevelopment Agency hereby approves the Enforceable Obligation Payment Schedule attached hereto as Exhibit A and incorporated as part of this Resolution.

**PASSED AND ADOPTED** by the Board of the Redevelopment Agency of the City of Tehachapi on this 15<sup>th</sup> day of August, 2011 by the following vote:

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

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

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

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

\_\_\_\_\_  
ED GRIMES, President of the  
Board of Directors

ATTEST:

\_\_\_\_\_  
DENISE JONES  
Secretary, Board of Directors

I hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors of the City of Tehachapi Redevelopment Agency at a Regular Meeting thereof held on August 15, 2011.

\_\_\_\_\_  
DENISE JONES  
Secretary, Board of Directors

Project Area(s)

Tehachapi RDA

### ENFORCEABLE OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169 (\*)

| Project Name / Debt Obligation      | Payee                       | Description                              | Total Outstanding Debt or Obligation | Total Due During Fiscal Year | Payments by month |              |              |              |                 |                 |
|-------------------------------------|-----------------------------|--|--------------------------------------|------------------------------|-------------------|--------------|--------------|--------------|-----------------|-----------------|
|                                     |                             |  |                                      |                              | Aug**             | Sept         | Oct          | Nov          | Dec             | Total           |
| 1) 2005 Tax Alloc Rev Bonds-RDA     | Bank of New York            | Bonds issue to fund non-housing projects | 11,707,569.00                        | 456,501.00                   |                   |              |              |              | 303,721.00      | \$ 303,721.00   |
| 2) 2005 Tax Alloc Rev Bonds-Housing | Bank of New York            | Bonds issue to fund housing projects     | 2,813,349.25                         | 103,125.25                   |                   |              |              |              | 64,930.25       | \$ 64,930.25    |
| 3) 2007 Tax Alloc Revenue Bonds     | Bank of New York            | Bonds issue to fund non-housing projects | 12,941,336.00                        | 484,181.00                   |                   |              |              |              | 309,548.00      | \$ 309,548.00   |
| 4) 2007 Tax Alloc Rev Bonds-Housing | Bank of New York            | Bonds issue to fund housing projects     | 3,235,334.00                         | 121,045.25                   |                   |              |              |              | 77,387.00       | \$ 77,387.00    |
| 5) Tehachapi Blvd Improve Ph IV     | City of Tehachapi           | Tehachapi Blvd Improvement Ph IV         | 52,000.00                            | 52,000.00                    |                   |              |              |              | 52,000.00       | \$ 52,000.00    |
| 6) Property Admin Fee               | County of Kern              | Property Tax Administration Fee          | 21,534.00                            | 21,534.00                    |                   |              |              |              | 10,767.00       | \$ 10,767.00    |
| 7) Trustee Administration Fee 2005  | Bank of New York            | 2005 Tax Alloc Revenue Bonds Admin       | 1,700.00                             | 1,700.00                     |                   |              |              |              | 1,700.00        | \$ 1,700.00     |
| 8) Trustee Administration Fee 2007  | Bank of New York            | 2007 Tax Alloc Revenue Bonds Admin       | 1,700.00                             | 1,700.00                     |                   |              |              |              | 1,700.00        | \$ 1,700.00     |
| 9) Community Branding Strategy      | North Star Destination Stra | Community Development Strategy           | 28,000.00                            | 28,000.00                    |                   |              |              | 28,000.00    |                 | \$ 28,000.00    |
| 10) City Attorney Fee               | Tom Schroeter               | Legal Service                            | 5,000.00                             | 5,000.00                     |                   |              | 3,000.00     |              | 2,000.00        | \$ 5,000.00     |
| 11) Audit Service                   | City of Tehachapi           | Audit Service                            | 6,800.00                             | 6,800.00                     |                   |              | 3,400.00     |              | 3,400.00        | \$ 6,800.00     |
| 12) RDA Consulting Service          | Seifel Consulting Inc.      | RDA Consulting Service                   | 10,000.00                            | 10,000.00                    |                   | 3,000.00     | 2,000.00     | 3,000.00     | 2,000.00        | \$ 10,000.00    |
| 13) Employee Cost                   | Employees                   | Wages and Benefits Allocation            | 322,405.00                           | 322,405.00                   | 26,867.08         | 26,867.08    | 26,867.08    | 26,867.08    | 26,867.08       | \$ 134,335.40   |
| 14) General Expenses                | City of Tehachapi           | Office Expenses                          |                                      | 43,285.00                    | 3,607.08          | 3,607.08     | 3,607.08     | 3,607.08     | 3,607.08        | \$ 18,035.40    |
| 15)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 16)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 17)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 18)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 19)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 20)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 21)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 22)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 23)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 24)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 25)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 26)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 27)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 28)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 29)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 30)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| 31)                                 |                             |  |                                      |                              |                   |              |              |              |                 | \$ -            |
| Totals - This Page                  |                             |  | \$ 31,146,727.25                     | \$ 1,657,276.50              | \$ 30,474.16      | \$ 33,474.16 | \$ 38,874.16 | \$ 61,474.16 | \$ 859,627.41   | \$ 1,023,924.05 |
| Totals - Page 2                     |                             |  | \$ 23,451,850.00                     | \$ 538,079.00                | \$ -              | \$ -         | \$ -         | \$ -         | \$ 269,039.50   | \$ 269,039.50   |
| Totals - Page 3                     |                             |  | \$ -                                 | \$ -                         | \$ -              | \$ -         | \$ -         | \$ -         | \$ -            | \$ -            |
| Totals - Page 4                     |                             |  | \$ -                                 | \$ -                         | \$ -              | \$ -         | \$ -         | \$ -         | \$ -            | \$ -            |
| Totals - Other Obligations          |                             |  | \$ -                                 | \$ -                         | \$ -              | \$ -         | \$ -         | \$ -         | \$ -            | \$ -            |
| Grand total - All Pages             |                             |  | \$ 54,598,577.25                     | \$ 2,195,355.50              | \$ 30,474.16      | \$ 33,474.16 | \$ 38,874.16 | \$ 61,474.16 | \$ 1,128,666.91 | \$ 1,292,963.55 |

\* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than late August. It is valid through 12/31/11. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared by the dissolving Agency by 9/30/11. (The draft ROPS must be prepared by the Successor Agency by 11/30/11.) If an agency adopts a continuation ordinance per ABX1 27, this EOPS will not be valid and there is no need to prepare a ROPS.

# EXHIBIT "A"

**OTHER OBLIGATION PAYMENT SCHEDULE**

Per AB 26 - Section 34167 and 34169 (\*)

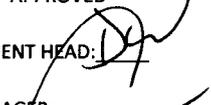
|                           | Project Name / Debt Obligation | Payee                 | Description                | Total Outstanding Debt or Obligation | Total Due During Fiscal Year | Payments by month |      |      |      |               | Total        |
|---------------------------|--------------------------------|-----------------------|----------------------------|--------------------------------------|------------------------------|-------------------|------|------|------|---------------|--------------|
|                           |                                |                       |                            |                                      |                              | Aug**             | Sept | Oct  | Nov  | Dec           |              |
| 1)                        | Pass Through Payment           | Pass Through Agencies | 20% of Total Tax Increment | 23,451,850.00                        | 538,079.00                   |                   |      |      |      | 269,039.50    | \$269,039.50 |
| 2)                        |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 3)                        |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 4)                        |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 5)                        |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 6)                        |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 7)                        |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 8)                        |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 9)                        |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 10)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 11)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 12)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 13)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 14)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 15)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 16)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 17)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 18)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 19)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 20)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 21)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 22)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 23)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 24)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 25)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 26)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 27)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 28)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 29)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 30)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 31)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 32)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 33)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 34)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 35)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 36)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 37)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 38)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 39)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| 40)                       |                                |                       |                            |                                      |                              |                   |      |      |      |               | \$ -         |
| <b>Totals - This Page</b> |                                |                       |                            | \$ 23,451,850.00                     | \$ 538,079.00                | \$ -              | \$ - | \$ - | \$ - | \$ 269,039.50 | \$269,039.50 |

\* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than late August. It is valid through 12/31/11. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared by the dissolving Agency by 9/30/11. (The draft ROPS must be prepared by the Successor Agency by 11/30/11.)  
 If an agency adopts a continuation ordinance per ABX1 27, this EOPS will not be valid and there is no need to prepare a ROPS.  
 \*\* Include only payments to be made after the adoption of the EOPS.

# COUNCIL REPORTS

AGENDA SECTION: PUBLIC WORKS

MEETING DATE: 8-15-2011

|  |
|--|
| APPROVED   |
| DEPARTMENT HEAD:  |
| CITY MANAGER:     |

---

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

**FROM: DENNIS WAHLSTROM, PUBLIC WORKS DIRECTOR**

**DATE: 8-9-2011**

**SUBJECT: BID FOR DENNISON ROAD REPAIR**

---

**BACKGROUND:**

Early this year, the main water line to and from the Highline tank ruptured on Dennison Rd. just south of Highline Rd. The repair was completed but the severity of the break was such that a substantial area of Dennison road was damaged to a point that this work is a bit beyond our resources to repair in-house.

The Public Works Department put this work out to bid and received two responses. Kern Asphalt came in with a quote of \$7,195, and Burtch Construction at \$10,904.40

**FISCAL IMPACT:**

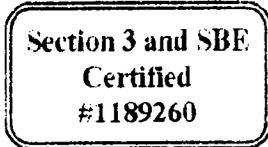
Cost of the repair using the low bidder is \$7,195

**OPTIONS**

- Accept the lowest bid.
- Re-bid the job.
- Take no action.

**RECOMMENDATION:**

**STAFF RECOMMENDS ENTERING INTO AN AGREEMENT WITH KERN ASPHALT CO. TO REPAIR 648 SQ. FT. OF DENNISON ROAD FOR A TOTAL OF \$7,195.**



# Proposal

## Kern Asphalt Paving and Sealing Co. Inc.

Estimator: Rob Schlege

ASPHALT PAVING, ALL TYPES OF  
SEAL COATING & TRUCKING

2000 Norris Road  
Bakersfield, CA 93308

(661) 391-8000 Fax (661) 391-8080  
STATE CONTRACTORS LICENSE #812686

GRADING & EXCAVATION, ROAD  
OIL, STRIPING, BUMPER BLOCKS,  
CRUSHING, MILLING & GRINDING

FAX: Perru: 825-1917  
PHONE/CELL: 333-2575

DATE: 7/21, 2011  
JOB NAME: Patch  
JOB #: 83834

PROPOSAL SUBMITTED TO  
City of Tehachapi

Highline & Dennison Road

**We hereby submit specifications and estimates for:  
PRICES GOOD FOR 15 DAYS FROM PROPOSAL DATE DUE TO FLUCTUATING OIL PRICES; ANY CONTRACT AGREEMENTS  
(FOR MATERIALS/SHIPPING) MUST BE REVIEWED BEFORE COMMENCEMENT OF PAVING PHASE OF CONTRACT.**

1. Remove 648 Sq Ft 4" Deep
2. Inport, Place & Compact 4" A/C Paving on 648 Sq Ft
3. Fog Seal with SS 1-H Oil

PREVAILING WAGE: As Per Phone Call. No Traffic Control  
Sawcutting, Demo and Traffic Control Provided by City of Tehachapi

|                          |                   |
|--------------------------|-------------------|
| <b>Subtotal</b>          | \$7,195.00        |
| <b>Sales Tax (8.25%)</b> | \$0.00            |
| <b>Total</b>             | <b>\$7,195.00</b> |

Bid Bonds, Surety Bonds & Waivers of Subrogation are not included in this bid. No Testing,  
Engineering or Permits. No base under concrete, unless otherwise specified on bid.

**We Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of \$7,195.00

**PAYMENT IS DUE AND PAYABLE UPON COMPLETION**

- \*\*Labor to be done Mon-Fri in one phase
- \*\*All vehicles and obstacles to be removed from area prior to contractor's arrival
- \*\*Contractor is not responsible for residual cracking due to expansion and contraction of pavement.
- \*\*Contractor cannot guarantee adhesion of material to badly oil soaked pavement.
- \*\*Longer dry time may be needed due to colder weather.
- \*\*Contractor is not responsible for scuffing due to power steering and/or hot weather

All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Carrier to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature \_\_\_\_\_ Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**NOTICE TO OWNER**

Under the California Mechanics Lien Law any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety (90) days after completion of your project.)

**TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:**

1. Require that your contractor supply you with a payment and performance bond (not a license bond) which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection.
  2. Require that payments be made directly to subcontractors and material suppliers through a joint control. Any joint control agreement should include the addendum approved by the Registrar of Contractors.
  3. Issue joint checks for payment made out to both your contractor and subcontractors or material suppliers involved in the project. This will help to insure that all persons due payment are actually paid.
  4. After making payment on any completed phase of the project and before making any further payments, require your contractor to provide you with unconditional lien releases signed by each material supplier, subcontractor and laborer involved in that portion of the work for which payment was made. On projects involving improvements to a single family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a claim against your property. In other types of construction this protection may still be important, but may not be as complete.
- TO PROTECT YOURSELF UNDER THIS OPTION YOU MUST BE CERTAIN THAT ALL MATERIAL SUPPLIERS, SUBCONTRACTOR OR LABORERS HAVE SIGNED**

Acceptance of Proposal – the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SHOULD DEFAULT OF PAYMENT DUE HERE UNDER OCCUR, THE UNDERSIGNED SHALL PAY TO KERN ASPHALT PAVING & SEALING CO. ALL COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

1.5% monthly service charge on all past due accounts.

Signature \_\_\_\_\_ Title \_\_\_\_\_

**BURTCH CONSTRUCTION**  
**PO BOX 80546**  
**BAKERSFIELD, CA 93380**  
**PHONE: (661)399-1736 • FAX: (661)399-3356**

**July 22, 2011**

**Perrin Cowan**

**Dennison & Highline**  
**Tehachapi, CA**

**333-2575**  
**823-1917 fax**

**Scope of Work:**

**Grade out 672 sq. feet of existing base rock and compact**  
**Sawcut edges of existing asphalt for smooth tie-in**  
**Furnish, haul & place 4" asphalt over 672 sq. feet** **\$10,904.00**

**Cannot guarantee proper drainage with 1.5% or less in grade fall**  
**Job is bid prevailing wage**

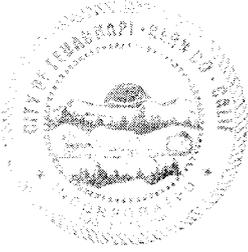
**Exclusions: permits, fees, testing/utility adjustment/import of base rock**

**IF YOU HAVE ANY QUESTIONS, PLEASE CALL MARTHA FISCHER AT 661 399-1736.**

**BID ACCEPTED: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

**TERMS: NET UPON RECEIPT**  
**CONTRACTORS LICENSE #686970**



# COUNCIL REPORTS

AGENDA SECTION: COMMUNITY DEVELOPMENT

MEETING DATE: AUGUST 15, 2011

|                        |
|------------------------|
| APPROVED               |
| DEPARTMENT HEAD: _____ |
| CITY MANAGER: _____    |

---

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

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

**DATE:** AUGUST 9, 2011

**SUBJECT:** INTRODUCTION OF ORDINANCE AMENDING THE USES PERMITTED IN THE LOW DENSITY SINGLE-FAMILY RESIDENTIAL (R-1) DISTRICT

---

## BACKGROUND:

Currently Tehachapi Municipal Code Section 18.18.020 only allows Residential Care Facilities for the Elderly serving six (6) or fewer individuals as an outright permitted use. The current zoning code makes no mention of Group Homes serving six (6) or fewer persons. However, State Law has preempted any control by local jurisdictions over the issue of Group Homes. In this regard Group Homes serving six (6) or fewer people is considered an outright permitted use per State Fair Housing Law.

Recently the Kern County Community Development Department (County) had determined through their Impediments to Fair Housing analysis that the City of Tehachapi's Zoning Code was not in compliance with the mandatory State requirement that Group Homes of six (6) or fewer people be allowed as an outright permitted use.

The County had also indicated that along with Tehachapi virtually every incorporated City in Kern County was non-compliant in this regard. Additionally, the County also indicated that HUD was threatening to withhold the County's CDBG funding until such time that non-compliant cities amend their Zoning Codes. This matter was presented to the Planning Commission on August 8, 2011. The Planning Commission approved Resolution No. 11-05 recommending approval of the subject ordinance to the City Council. It should be noted however the Planning Commission expressed their collective announce at the State's preemption in local control over this matter. However, the Planning Commission never-the-less understood the need for the City to comply with State Law.

## REQUEST:

Therefore, based upon the above circumstances, the City of Tehachapi is proposing an Ordinance which would amend Ordinance No.'s 572 and 613 and Subsection I of the Tehachapi Municipal Code Section 18.18.020 to reword the zoning code to state "Residential Care Facilities or group homes serving six (6) or fewer people are allowed as an outright permitted use in conformance with State law.

**RECOMMENDATION:**

Therefore staff and the Planning Commission recommends to the City Council the support of an Ordinance to amend Ordinance No.'s 572 and 613 and Subsection I of the Tehachapi Municipal Code Section 18.18.020 relating to Group Homes serving six (6) or fewer people and to that end recommend the introduction of an Ordinance.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF TEHACHAPI AMENDING THE USES  
PERMITTED IN THE LOW DENSITY SINGLE-FAMILY  
RESIDENTIAL (R-1) DISTRICT**

---

**THE CITY COUNCIL OF THE CITY OF TEHACHAPI DOES HEREBY  
ORDAIN AS FOLLOWS:**

**Section 1.            AMENDMENT.**

Ordinance Nos. 572 and 613 and Tehachapi Municipal Code Section 18.18.020 is hereby amended to replace Subsection I with the following: "Residential Care Facilities or group homes serving six (6) or fewer people."

**Section 2.            SEVERABILITY.**

Each of the provisions of this Ordinance are severable. If any provision shall be declared to be invalid, the remaining provisions shall not be affected thereby but shall remain in full force and effect.

**Section 3.            EFFECTIVE DATE.**

This Ordinance shall take effect thirty (30) days after the date of its passage and within fifteen (15) days of its passage shall be published in any manner authorized by law in the Tehachapi News, a newspaper of general circulation, printed and published in the City of Tehachapi.

**INTRODUCED** at a regular meeting of the City Council of the City of Tehachapi, California on the 15th day of August, 2011.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Tehachapi, California on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES: COUNCIL MEMBERS: \_\_\_\_\_

NOES: COUNCIL MEMBERS: \_\_\_\_\_

ABSENT: COUNCIL MEMBERS: \_\_\_\_\_

ABSTAIN: COUNCIL MEMBERS: \_\_\_\_\_

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

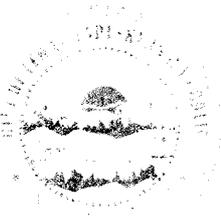
ATTEST:

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

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

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

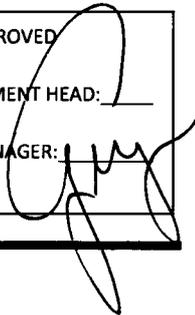
Published: \_\_\_\_\_



# COUNCIL REPORTS

**AGENDA SECTION: AIRPORT MANAGER**

**MEETING DATE: AUGUST 15, 2011**

|                  |  |
|------------------|--|
| APPROVED:        |  |
| DEPARTMENT HEAD: |  |
| CITY MANAGER:    |  |

---

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

**FROM: TOM GLASGOW**

**DATE: AUGUST 10, 2011**

**SUBJECT: ADDENDUM AND AMENDMENT TO COMMUNICATION SITE LEASE AGREEMENT (GROUND) BETWEEN THE CITY OF TEHACHAPI AND TOWERCO ASSETS LLC**

---

## **BACKGROUND**

In July 2000, the City entered into an agreement with TOWERCO ASSETS LLC (successor in interest to Nextel of California, Inc.) to lease land at the Tehachapi Municipal Airport. TOWERCO ASSETS LLC has requested an addendum and amendment to this lease that would increase their monthly rent by \$650.00, allow them to sublease to MetroPCS and add improvements and equipment to the tower and premises.

## **RECOMMENDATION**

**APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE ADDENDUM AND AMENDMENT TO COMMUNICATION SITE LEASE AGREEMENT (GROUND) BETWEEN THE CITY OF TEHACHAPI AND TOWERCO ASSETS LLC**

**ADDENDUM AND AMENDMENT TO COMMUNICATIONS  
SITE LEASE AGREEMENT (GROUND)**

THIS ADDENDUM AND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) ("Amendment") made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between CITY OF TEHACHAPI, a municipal corporation of the State of California ("Lessor") and TOWERCO ASSETS LLC, a Delaware limited liability company ("Lessee").

**RECITALS**

A. Lessor and Lessee (successor in interest to Nextel of California, Inc.) are parties to that certain Communications Site Lease Agreement (Ground) dated July 3, 2000 (the "Agreement"), for the Premises described in the Agreement.

B. Lessee desires to enter into a sublease with MetroPCS Networks California, LLC, ("MetroPCS"), and Lessor consents to such sublease, all in accordance with the terms and conditions as set forth below.

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Pursuant to the terms of this Amendment, Lessor consents to (a) Lessee entering into a sublease with MetroPCS (the "MetroPCS Sublease") and (b) the addition of MetroPCS's improvements and equipment (the "MetroPCS Improvements") to the Tower and Premises. The MetroPCS Sublease shall be subject to the terms and conditions of the Agreement as amended herein and any ambiguity or inconsistency between the MetroPCS Sublease and the Agreement shall be resolved in favor of the Agreement. Any termination of the Agreement shall terminate the MetroPCS Sublease.

2. The parties acknowledge that the Premises consists of approximately One Thousand Two Hundred (1,200) square feet, as depicted on Exhibit B-1 which is hereby attached to the Agreement and incorporated herein and that the MetroPCS Improvements shall be located within the Premises. Exhibit B-1 shall supplement the existing Exhibit B to the Lease. If Lessee surveys the Premises and provided Lessor approves the survey, the survey of the Premises may become Exhibit B-2 and replace Exhibits B and B-1 upon both parties executing an amendment to this Agreement to that effect.

3. The parties hereby replace Paragraph 5 of the Agreement with the following:

"On the first day of each month commencing on the first day of \_\_\_\_\_, 2011, Lessee shall pay to Lessor as rent \$\_\_\_\_\_ [*\$650.00 plus the present rent*] ("*Rent*"). Rent shall be payable to Lessor at City Hall, 115 South Robinson Street, Tehachapi, California 93561-1722. The Rent shall increase on \_\_\_\_\_ 1 of each year thereafter by four percent (4%) and same shall be an automatic increase and will require no additional notice from Lessor to Lessee. The portion of the Rent attributable to MetroPCS as of the date hereof is \$650.00. In the event the MetroPCS Sublease terminates and provided Lessee notifies Lessor of the termination and provides such documentary evidence of the

termination reasonably required by Lessor, the MetroPCS share of the Rent shall be abated".

4. Paragraph 2 of the Agreement is amended by adding subparagraph (a) as follows:

"(a) Plans and specifications for the MetroPCS Improvements shall be submitted to the Lessor for the Lessor's reasonable approval including, without limitation, approval of its compatibility with the airport operations, compliance with the Federal Aviation Administration regulations, and those of all other applicable Federal, State and local jurisdictions. The construction of the MetroPCS Improvements shall be at no cost or expense to Lessor. The installation of the MetroPCS Improvements on the Premises shall be subject to and in accordance with Section 3(b) of the Lease, and MetroPCS shall obtain all such approvals as required therein."

5. The parties hereby replace Paragraph 18(d) of the Agreement with the following:

"(d) Any notice required or permitted under this Agreement or at law shall be deemed to be delivered when personally served on the party to be noticed or (i) when sent by an overnight delivery service, on the date of delivery as shown by the carrier's records, (ii) when delivered by United States mail, postage prepaid, registered or certified mail, return receipt requested, on the date of signing the return receipt (or refusal to sign), (iii) two (2) business days following deposit in the United States Mail, postage prepared, (iv) when sent by confirmed facsimile transmission ("fax"), or (v) when sent by electronic mail ("email"). For the foregoing purposes, the following addresses and telecopier numbers shall be used: Lessor – City Manager, City of Tehachapi, 115 South Robinson Street, Tehachapi, California 93561-1722, Fax – (661) 822-2197, Email – [ggarrett@tehachapicityhall.com](mailto:ggarrett@tehachapicityhall.com); and Lessee – Towerco Assets LLC, Attn: Property Management, 5000 Valleystone Drive, Cary, North Carolina 27519, Towerco ID: CA2078, Fax – ( ) \_\_\_\_\_, Email - \_\_\_\_\_. Any party may change its address, facsimile, or email by providing notice of same in the manner herein described."

6. Except as expressly amended hereby, all terms and conditions of the Agreement shall remain in full force and effect, and, in the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in this Amendment shall govern and control.

7. This Amendment may be executed in one or more counterparts which shall be construed together as one document.

8. Unless otherwise defined, all defined terms used in this Amendment shall have the meanings ascribed to them under the Agreement.

9. Upon full execution by Lessee and Lessor, this Amendment (a) shall be binding upon and shall inure to the benefit of each of the parties and their respective successors, assigns,

receivers and trustees; and (b) may be modified or amended only by a written agreement executed by each of the parties.

10. The recitals at the beginning of this Amendment are incorporated in and made a part of this Amendment.

11. Neither this Amendment nor the Agreement nor the MetroPCS Sublease nor any portion of same nor any memorandum of same nor any other document relating to this transaction or the MetroPCS Sublease may be recorded without Lessor's prior written consent which may be given or denied in Lessor's sole and absolute discretion.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective on the date first hereinabove written.

**LESSOR:**

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

**LESSEE:**

TOWERCO ASSETS LLC, a Delaware  
limited liability company

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

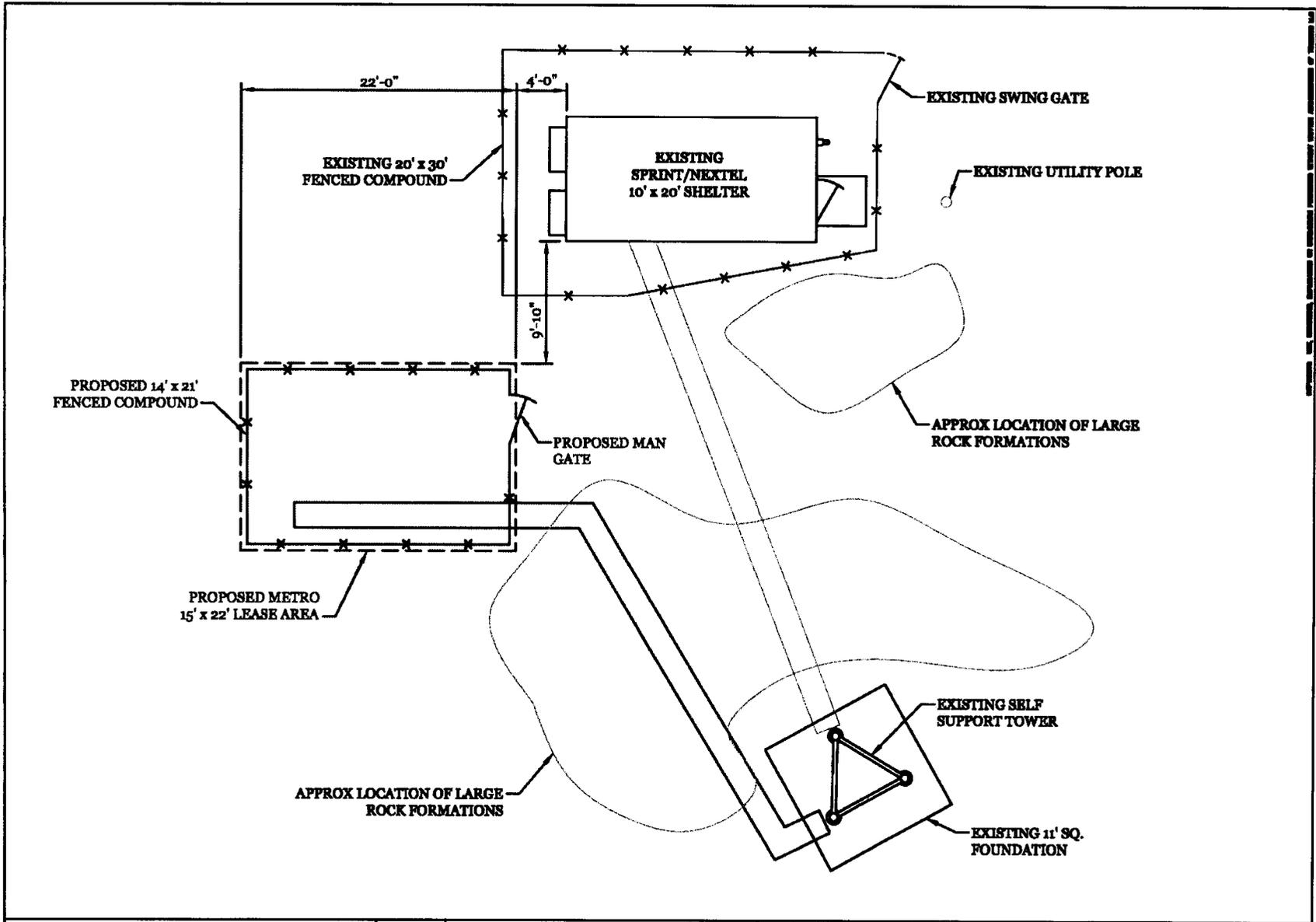
Name: Michael P. MacPherson

Title: Vice President / General Manager

Date: \_\_\_\_\_

**EXHIBIT B-1**  
**PREMISES**

(see attached)



**TowerCo**

5000 Valleystone Drive  
 Cary, North Carolina 27519  
 Telephone: 919-469-5599  
 Fax: 919-469-5530  
 www.towerco.com

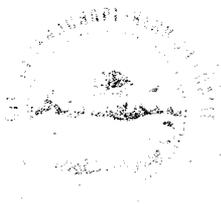


EXHIBIT PURPOSES ONLY  
 NOT FOR CONSTRUCTION  
 DIMENSIONS NOT VERIFIED  
 BY LICENSED SURVEYOR

**SITE PLAN**  
**CA2078**  
**Tehachapi**

o AMM PROPOSED COLOCATION

g/18/2011



# COUNCIL REPORTS

**AGENDA SECTION: AIRPORT MANAGER**

**MEETING DATE: AUGUST 15, 2011**

|                        |
|------------------------|
| APPROVED               |
| DEPARTMENT HEAD: _____ |
| CITY MANAGER: _____    |

*[Handwritten signature]*

---

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

**FROM: TOM GLASGOW**

**DATE: AUGUST 11, 2011**

**SUBJECT: NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND GEORGE SANDY**

---

## **BACKGROUND**

Kevin Roskam, who previously owned Hanger 18E at the airport, sold his hanger to George Sandy. At this time a new lease agreement needs to be approved between the City of Tehachapi and George Sandy.

## **RECOMMENDATION**

**APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND GEORGE SANDY**

## NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT

(Tehachapi Airport)

**THIS LEASE AGREEMENT**, hereinafter referred to as this "Lease", is made and entered into this 15 day of August, 2011, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and GEORGE T. SANDY, hereinafter referred to as "LESSEE".

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **PREMISES:**

LESSOR does hereby demise and lease to LESSEE, and LESSEE hereby hires from LESSOR, those certain premises situated in the City of Tehachapi, County of Kern, State of California, hereinafter referred to as the "premises" or "demised premises", and more particularly delineated on Exhibit A, attached hereto and by this reference made a part hereof.

2. **TERM:**

The term of this Lease shall be for 20 years, commencing on August 16, 2011, and terminating on August 15, 2031 (the "Initial Term"). LESSEE is hereby granted option to renew the LEASE for an additional term of five years from the expiration of the Initial Term, and for a second additional term of five years, provided LESSEE gives LESSOR written notice of LESSEE'S exercise of its option to do so no more than 180 days and no less than 30 days prior to the expiration of the Initial Term or the first additional term, whichever applies. In the event LESSEE exercises its option to renew

the Lease, the renewal shall be on the same terms and conditions as described in this Lease except for rental and as to the rental to be charged, same shall be calculated based on the rental rate or rental formula then in effect by the LESSOR for new noncommercial hangar ground leases. In addition, the rental terms for the renewal period shall include requirements for such increases as is then required by the LESSOR for new noncommercial hangar ground leases.

**3. HOLDING OVER:**

In the event LESSEE shall hold over after the term herein granted with the expressed or implied consent of LESSOR, such holding over shall be a tenancy only from month to month at twice the rental rate then charged for noncommercial hangar ground leases; provided, however, that if LESSEE is otherwise in default under this Lease at the time of holding over, nothing herein shall expressly or impliedly cure the default and LESSOR shall have all rights to remedy the default in addition to all rights to the increased monthly rental provided for herein.

**4. RENTAL CONSIDERATION:**

As and for rental, LESSEE agrees to pay to LESSOR, the sum of \$51.21 per month payable in advance on the first day of each month commencing September 1, 2011. On January 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-Anaheim-Riverside CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year. LESSOR shall notify LESSEE in writing of said rental increase/decrease prior to January 1. LESSOR shall bill LESSEE

monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date. Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

5. **INTEREST:**

If the payments required herein are not paid within fifteen (15) days after they become due, then, in addition to such sums are due, LESSEE shall also pay interest at the rate of ten percent (10%) per month on the unpaid balance or portion thereof, until paid in full.

6. **PURPOSE; NUISANCE:**

(a) The demised premises shall be used by the LESSEE for one or more of the following purposes: aircraft storage, maintenance, repair, restoration, and for the construction of aircraft to be certified in the experimental category; provided that such aircraft are owned or leased by LESSEE or partnership or other business association approved by the City Manager or designated representative in which LESSEE is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by LESSOR pursuant to Paragraph 24; and provided further, that LESSEE shall conduct no activity for profit or commercial purpose under this lease.

(b) LESSEE shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of LESSOR or any tenant of LESSOR on adjacent or neighboring property. LESSEE shall abate or cure any nuisance on the demised premises or for which LESSEE is responsible within ten (10) days after written notice thereof from LESSOR. In the event LESSEE has not taken corrective action within ten (10) days, LESSOR may take any action necessary to abate or cure such condition at LESSEE'S sole cost and expense, without further written notice and LESSOR shall have no liability to LESSEE therefore

nor for any damages to the premises or to the hangar or to property therein or thereon. Notwithstanding the foregoing, if any such nuisance creates, in LESSOR'S reasonable determination, a condition immediately hazardous to health or safety, LESSOR may immediately, without written notice to LESSEE, enter the premises to abate or cure the condition at LESSEE'S sole cost and expense and LESSOR shall have no liability to LESSEE therefore nor for any damage to the premises or to the hangar or to property therein or thereon.

(c) The use of combustible chemicals or cleaning solvents, stripping or painting, or welding or repair to any aircraft on the demised premises are allowed only to the extent permitted under all applicable federal, state and local regulation governing the use of hazardous materials and equipment, and only in a manner consistent with such regulation.

**7. CONDITION OF PREMISES:**

LESSEE has inspected the demised premises and knows the extent and condition thereto and accepts same in its present condition, as is, subject to and including all defects, latent and/or patent.

**8. SAFETY:**

Any area that is within the control of the LESSEE at the airport shall be kept clear of accumulation of oil, grease, fuel, trash and debris which are potential fire, environmental, or safety hazards, and LESSEE shall comply with all local, state and federal laws, statutes, rules and regulations with regard thereto.

**9. ALTERATIONS:**

LESSEE shall not construct any improvements or make any alterations of any kind (whether permanent or otherwise) on the demised premises without the written consent of the City Manager or designated representative first being obtained..

10. **SIGNS:**

LESSEE shall not construct or place or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without LESSOR'S prior written consent thereof. LESSEE further agrees to remove signs, displays, advertisements, or decorations it has placed or permitted to be placed on the premises, which, in LESSOR'S opinion are offensive or otherwise objectionable. If LESSEE fails to remove such signs, displays, advertisements or decorations within ten (10) days after having received written notice to remove same from LESSOR, LESSOR reserves the right to re-enter the premises and remove them at LESSEE'S expense.

11. **UTILITY EXTENSION OR MODIFICATION:**

LESSEE shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing facilities or any modification of same.

12. **UTILITIES:**

LESSEE agrees to pay during the term of this Lease, or any holding over, all utilities used by LESSEE. The term "utilities" as used herein shall include, but is not limited to, gas, electricity, water, sewer, telephone, and trash and refuse disposal service.

13. **MAINTENANCE:**

LESSEE agrees to provide maintenance, repair, and upkeep on any structures situated on the demised premises and any grounds around the structures in a good, clean, sanitary, and safe condition.

14. **FAILURE TO REPAIR:**

In the event LESSEE shall fail, neglect, or refuse to commence the repair or maintenance work required herein within ten (10) days after receipt of a written notice

service by LESSOR, or in the event that LESSEE fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, LESSOR may perform or cause to be performed such repair or maintenance work and add the cost thereof to the installments of rent due for this Lease as a charge to LESSEE.

15. **SALE OR REMOVAL OF IMPROVEMENTS:**

(a) Unless otherwise agreed upon by the parties hereto, if LESSEE desires to sell or otherwise transfer any or all buildings, hangars and other improvements (the "Improvements") made to or constructed and placed on the premises during or prior to the term of this Lease, or any extensions thereof, LESSOR shall have a right of first refusal (the "Right of First Refusal") to purchase the improvements and the LESSEE shall give LESSOR a notice in writing at least thirty (30) days before such sale or transfer of the terms of same (the "Lessee Notice"). Any sale or transfer or agreement to sell or transfer the Improvements without LESSEE first complying with the requirements of LESSOR'S Right of First Refusal shall be void and, in addition thereto, shall constitute a breach and material default of this Lease. If LESSEE has received an offer to purchase the Improvements that LESSEE is prepared to accept, the Lessee Notice shall contain a complete copy of the offer (the "Offer"), or if LESSEE does not have any such Offer but nevertheless wishes to sell or transfer the Improvements to a third party, the Lessee Notice shall include all of LESSEE'S terms and conditions for such sale or transfer. Lessor's Right of First Refusal to purchase the Improvements shall be under the same terms and conditions as described in the Lessee Notice. The Lessee Notice shall be personally delivered or mailed to LESSOR by registered mail, return receipt requested. LESSOR shall have thirty (30) days from receipt of the Lessee Notice in which to exercise its Right of First Refusal (the "Exercise Period"). If LESSOR wishes to exercise its Right of First Refusal, LESSOR shall do so in writing to LESSEE prior to

expiration of the Exercise Period, provided however that if the Exercise Period terminates on a weekend or holiday, the Exercise Period shall be extended to 11:59 p.m. (California time) on the next business day thereafter. In the event LESSOR exercises its Right of First Refusal, LESSOR shall complete the purchase of the Improvements within a reasonable time thereafter. If LESSOR does not exercise its Right of First Refusal, LESSEE shall have the right, only for the next sixty (60) days, to complete the sale or transfer of the improvements to the offer or of the offer, or, if none, to any other third party under the same terms and conditions as described in the Lessee Notice, provided however that if the sale or transfer is not completed within sixty (60) days of the expiration of the Exercise Period or if the terms and conditions of the sale or transfer are modified, then LESSOR'S Right of First Refusal shall be revived and LESSEE shall once again give LESSOR the Lessee Notice containing the terms and conditions or, if applicable, the revised terms and conditions of the sale or transfer and LESSOR shall have all rights with regard thereto previously described herein. LESSEE shall not place a lien or otherwise encumber the Improvements as part of any sale or transfer without LESSOR'S prior written consent, which consent may be denied or conditioned in LESSOR'S sole and absolute discretion. If a sale is completed during the term of this Lease, no assignment or subletting of this Lease or of the premises shall occur without compliance with Paragraph 24 and, additionally, LESSOR shall have the right to increase the rental to the rental then being charged by LESSOR for new noncommercial hangar ground leases as then determined by LESSOR. Notwithstanding the foregoing, if the purchaser of the Improvements requests a new Lease, LESSOR may, in LESSOR'S sole and absolute discretion, enter into a new Lease with the purchaser.

(b) If at the termination of this Lease a new Lease has not been entered into

by the parties or their successors, then LESSEE shall remove the Improvements and all fixtures and contents therein no later than 30 days after the expiration of the Lease Term without unnecessary damage to the premises and during the 30 day period after expiration of the Lease Term LESSEE shall pay rental to Lessor as a holdover tenant pursuant to Paragraph 3 of this Lease. If LESSEE does not effect such removal, LESSOR shall have the right to do so and LESSEE shall be obligated to LESSOR for the costs thereof; provided, however, that all right, title and interest in and to the Improvements without their removal may be acquired by LESSOR upon terms and conditions mutually agreeable to both LESSOR and LESSEE. Notwithstanding the foregoing, if LESSEE has failed to effect the removal as required herein and LESSOR and LESSEE have not agreed upon the terms by which LESSOR would acquire the Improvements, LESSEE shall be in breach of this Agreement and LESSOR shall have all rights described in Paragraph 28 of this Lease with regard thereto.

16. **COMPLIANCE WITH LAW:**

LESSEE shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future, of the national, state, county, or city governments which may in any way apply to the use, maintenance, or occupation of, or operations on the demised property.

17. **RIGHT OF INSPECTION:**

LESSOR shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and LESSEE'S operations thereon. LESSOR reserves all rights in and with respect to the premises, not inconsistent with LESSEE'S use of the premises as in the Lease provided, including (without limiting the generality of the foregoing) the right of LESSOR to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water,

sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as LESSOR may deem desirable in connection with the development or use of the demised premises or any other property on the airport or in the neighborhood of the premises. LESSOR shall compensate LESSEE for any and all damage to LESSEE'S improvements and personal property caused by the exercise of the rights reserved in this paragraph.

18. **INDEMNIFICATION:**

LESSEE agrees to indemnify, defend (upon request by the LESSOR) and save harmless the LESSOR, its Council persons, agents, officers and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, actions, and damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the LESSEE'S use, occupancy and/or operation of the demised premises during the term of this Lease or any holding over, and (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

19. **WORKERS COMPENSATION:**

LESSEE agrees to observe and obey the Workers' Compensation Act of the State of California as from time to time amended, and will indemnify and save and hold harmless LESSOR from any and all liability hereunder.

20. **LIABILITY INSURANCE:**

LESSEE, in order to protect LESSOR, its agents, officers and employees, against all claims and liability for death, injury, loss, and damage as a result of LESSEE'S use, occupancy and/or operation of the demised premises or in a connection therewith, shall secure and maintain in force during the entire term of this Lease and

covering all LESSEE'S operations and activities on the airport, a Comprehensive General Liability insurance policy in the amount of \$ 500,000 with a reliable insurance carrier approved by the City and authorized to do such public liability and property damage insurance business in the State of California. Said policies of insurance:

(a) shall expressly name LESSOR, Council persons, agents, officers, and employees as additional insured; and

(b) shall be primary insurance as regards any other valid and collectible insurance LESSOR possesses, and any other insurance that LESSOR may possess shall be considered excess insurance only; and

(c) shall contain a Severability of Interest or cross liability clause, which is to say, such policy shall act as though a separate policy were written for each insured and additional named insured in the policy; and

(d) shall not be subject to cancellation and/or coverage reduction without thirty (30) day's prior written notice to LESSOR.

Within ten (10) days from the date of the Lease, LESSEE shall file with the City Manager a duly certified Certificate of Insurance evidencing that the hereinabove mentioned public liability and property damage (and hangar-keeper liability, where applicable) provisions have been complied with, and setting forth that LESSOR, its councilpersons, agents, officers, and employees are named as additional insured. In the event that LESSEE shall fail to obtain or thereafter maintain such policies or to furnish evidence thereof to LESSOR, LESSOR may, in LESSOR'S sole discretion, (1) procure the same, pay the premium therefore, and collect same with the next payment of rental due from LESSEE, or (2) terminate this Lease pursuant to Paragraph 28 hereof.

**21. TAXES AND ASSESSMENTS:**

LESSEE agrees to pay all taxes and/or assessments levied by any governmental

agency upon any interest acquired by LESSEE under the terms of this Lease. Providing further, that LESSEE is aware that certain possessory interests may be created by entering into this Lease and that LESSEE will be subject to the payment of property taxes levied on such interests.

22. **LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES**

**GOVERNMENT:**

This Lease shall be subordinate to the provisions and requirements of any existing or future agreements between the LESSOR and the United States relative to the development, operation or maintenance of the Airport.

23. **AERONAUTICAL RESTRICTIONS:**

(a) There is hereby reserved to LESSOR for the use and benefit of the public a right of flight for the passage of aircraft in the air space above the surface of the demised premises. This public right of flight shall include the right to cause in said air space any noise inherent in the lawful operation of any aircraft used for navigation or flight through the said air space or landing at, taking off from, or operation on the Tehachapi Airport.

(b) LESSEE shall not erect or permit the erection of any structure, building, or object of natural growth or other obstructions on the demised premises above the maximum elevation permitted by the Federal Aviation Administration. In the event the aforesaid covenant is breached, same shall be deemed a nuisance and a material breach of this Agreement and City shall have all rights described under Paragraph 6 (b) to abate the nuisance and City shall have all other rights and remedies available at law or in equity.

(c) LESSEE shall not make use of the demised premises in any manner,

which might interfere with lawful air navigation and communication, the landing or taking off of aircraft from Tehachapi Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, LESSOR reserves the right to enter on the demised premises and cause the abatement of such interference at the expense of LESSEE.

(d) LESSOR reserves the right to further develop or improve the landing area at the Tehachapi Airport as it sees fit regardless of the desires or views of LESSEE, and without interference or hindrance.

(e) LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area at the Tehachapi Airport and all publicly owned facilities at the airport, together with the right to direct and control all activities of the LESSEE in this regard. Provided, however, that in the event of the taxiways or runways at the airport are determined to be unfit for aeronautical use by the Federal Aviation Administration or by LESSOR or by the Aeronautical Division of the California Department of Transportation, or the airport ceases to be operated as an airport, then this Lease may be terminated by LESSEE, at its option, by its giving of at least thirty (30) days written notice thereof LESSOR.

(f) Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

24. **SUBLETTING:**

(a) LESSEE shall not assign this Lease or sublet the premises, or any part thereof, without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld but may be reasonably conditioned to include but not be limited to the following:

- (i) Any assignment or sublease shall be in writing and shall provide that the assignee or sublessee shall agree to and be bound by all of the terms and conditions of the Lease;
- (ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 20, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and
- (iii) A rental adjustment, which shall be, based on the rental then in effect by LESSOR for new noncommercial hangar ground leases.

(b) In the event of an attempted assignment or subletting in violation of the foregoing provisions, then in addition to any and all other rights and remedies available to it, the LESSOR may, at its option, by written notice to the LESSEE, either (1) declare such sublease, assignment, transfer, mortgage, or other conveyance void, or (2) terminate this Lease and all rights and interest of LESSEE and all other persons hereunder pursuant to Paragraph 28. Any consent by the LESSOR to any assignment or sublease, shall not be deemed, or construed as a consent to any different or subsequent assignment or sublease. The remedies available herein are cumulative with all other remedies available under this Lease or at law or in equity and the exercise of any remedy herein or under this Lease or at law or in equity shall not prevent the exercise of any other remedy provided herein or in this Lease or at law or in equity.

**25. RIGHT OF INGRESS AND EGRESS:**

LESSEE shall have the reasonable right-of-way over property owned and controlled by LESSOR for ingress thereto and egress there from for pedestrian,

vehicular, and air travel, together with the right to use in common with other LESSEE'S or licenses or LESSOR the airplane landing field adjacent to the demised premises. None of these rights are exclusive but shall be exercised in common with and subject to possible similar rights of other users of the airport. All the forgoing is subject to such reasonable rules and regulations as the LESSOR or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

26. **BANKRUPTCY:**

In the event that (a) LESSEE shall file a voluntary petition in bankruptcy or shall be adjudged a bankrupt in any voluntary bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of LESSEE shall be instituted by anyone other than LESSEE under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for LESSEE, or any lien or any writ of attachment, garnishment, execution or distraint shall be levied upon any LESSEE'S rights or interest under this Lease; or (d) there shall be any other assignment of any LESSEE'S rights or interests under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, LESSOR may, at its option by written notice to LESSEE, terminate this Lease and all rights and interest of LESSEE and all other persons under this Lease. The term "LESSEE", as used in this paragraph, includes any individual, partnership, or corporation who is a LESSEE hereunder, even though several individuals, partnership, or corporations are such, and includes each partner of any partnership, which is LESSEE hereunder.

27. **WAIVER OF BREACH:**

The waiver by LESSOR of any breach by LESSEE of any provision contained

herein shall not be deemed to be a continuing waiver of such provision, or a waiver of any other prior or subsequent breach thereof, or a waiver or any breach of any other provisions contained herein.

**28. BREACH:**

(a) In the event of a breach by LESSEE of any term, condition, or agreement herein contained, LESSEE shall have 30 days to cure the breach after written notice has been given to LESSEE by LESSOR, provided however that if any such breach cannot be reasonably cured within 30 days of such notice, then LESSEE shall have commenced reasonable efforts to cure same within said period. In the event of LESSEE'S failure to cure or commence the cure of any such breach within 30 days this Lease and all privileges herein granted shall be terminated and be of no further force or effect, and LESSEE shall immediately surrender to LESSOR possession of the premises, and in addition to all other remedies available to LESSOR hereunder or at law or equity, LESSOR shall have the remedies either to remove the Improvements on the premises at the expense of LESSEE or retain the Improvements and to thereafter be the sole and exclusive owner of same. Notwithstanding the foregoing, in the event LESSEE allows a nuisance to exist on the premises as described in Paragraph 6 of this Lease, LESSEE shall abate the nuisance as required therein, and nothing herein shall be deemed to waive or modify the requirements and remedies described in Paragraph 6. Providing further, that in the event LESSEE breaches this Lease and abandons the property before the end of the term, if LESSEE'S right to possession is terminated by LESSOR because of breach of this Lease, LESSOR shall have the right to recover damages from LESSEE as provided in the State of California Civil Code Section 1951.2.

(b) In the event of a breach by LESSOR of any term, condition, or agreement herein contained, that deprives LESSEE in any manner, in whole or part, of its quiet

enjoyment of the demised premises or its right to utilize them fully as described in Paragraph 6 hereof, or of its rights of ingress and egress described in Paragraph 25 hereof, LESSEE shall not be obligated to LESSOR for any rental payments otherwise due and payable for the period of such breach.

**29. NEGATION OF PARTNERSHIP:**

LESSOR shall not become or be deemed a partner or joint venture with LESSEE or in any other relationship with LESSEE other than that of landlord and tenant by reason of the provisions of this Lease nor shall LESSEE for any purpose be considered an agent, officer, or employee of LESSOR.

**30. SURRENDER OF PREMISES:**

On the last day of the term, or extension thereof, or sooner termination of this Lease, and subject to the rights and remedies of LESSOR and LESSEE described in Paragraph 15 hereof, LESSEE shall peaceably and quietly leave, surrender and yield up to the LESSOR the demised premises in as good condition and repair as at the commencement of LESSEE'S occupancy, reasonable wear and tear thereof excepted.

**31. ENTIRE AGREEMENT:**

This Lease contains all agreements of the parties with respect to the subject matter described herein. No prior agreements or understandings whether oral or in writing pertaining to any such matter shall be effective or of any force or effect.

**32. VENUE AND GOVERNING LAW:**

This agreement is made, entered into and is to be performed in Kern County, California. This Lease shall be governed by and construed in accordance with the laws of the State of California.

**33. COVENANTS AND CONDITIONS:**

Each provision of this Lease performable by LESSEE shall be deemed both a

covenant and a condition.

**34. TIME OF THE ESSENCE:**

Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Lease.

**35. SEVERABILITY:**

If any provision of this Lease is determined by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall in no way be affected thereby and same shall remain in full force and effect.

**36. AUTHORIZED AGENT OF LESSOR:**

The City Manager of the City of Tehachapi is the duly authorized agent of LESSOR for purposes of this Lease, and as to any obligations assumed herein by LESSEE, they shall be performed to the satisfaction of the City Manager.

**37. NOTICES:**

All notices required or permitted under this Agreement or at law shall be deemed to be given when personally served on the party to be noticed or when deposited in the United States mail, Registered or Certified, postage prepaid and addressed as follows:

TO LESSOR: City Manager  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, Ca. 93561

TO LESSEE: George T. Sandy  
718 Silver Oak Dr.  
Tehachapi, CA 93561

Any party may change its or their address by providing notice of same in the manner herein prescribed.

**38. BINDING:**

This Lease shall be binding upon and shall inure to the benefit of the parties

hereto and their respective heirs, successors, and assigns.

39. **CAPTIONS:**

The captions appearing in this Lease are for convenience only, are not part of this Lease, and shall not be considered in interpreting this Lease.

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

In the event any action or proceeding is instituted arising out of or relating to this Lease or for the purpose of enforcing this Lease, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

42. **RECORDATION:**

LESSEE acknowledges its understanding that the law of the State of California authorizes LESSOR to record this Lease or a memorandum of same. In that regard, LESSEE agrees to execute a memorandum of this Lease for the purposes of recordation in such reasonable form and content as may be proposed by Lessor.

43. **COUNTERPARTS:**

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

///

///

///

///

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and  
year first above written.

LESSOR:

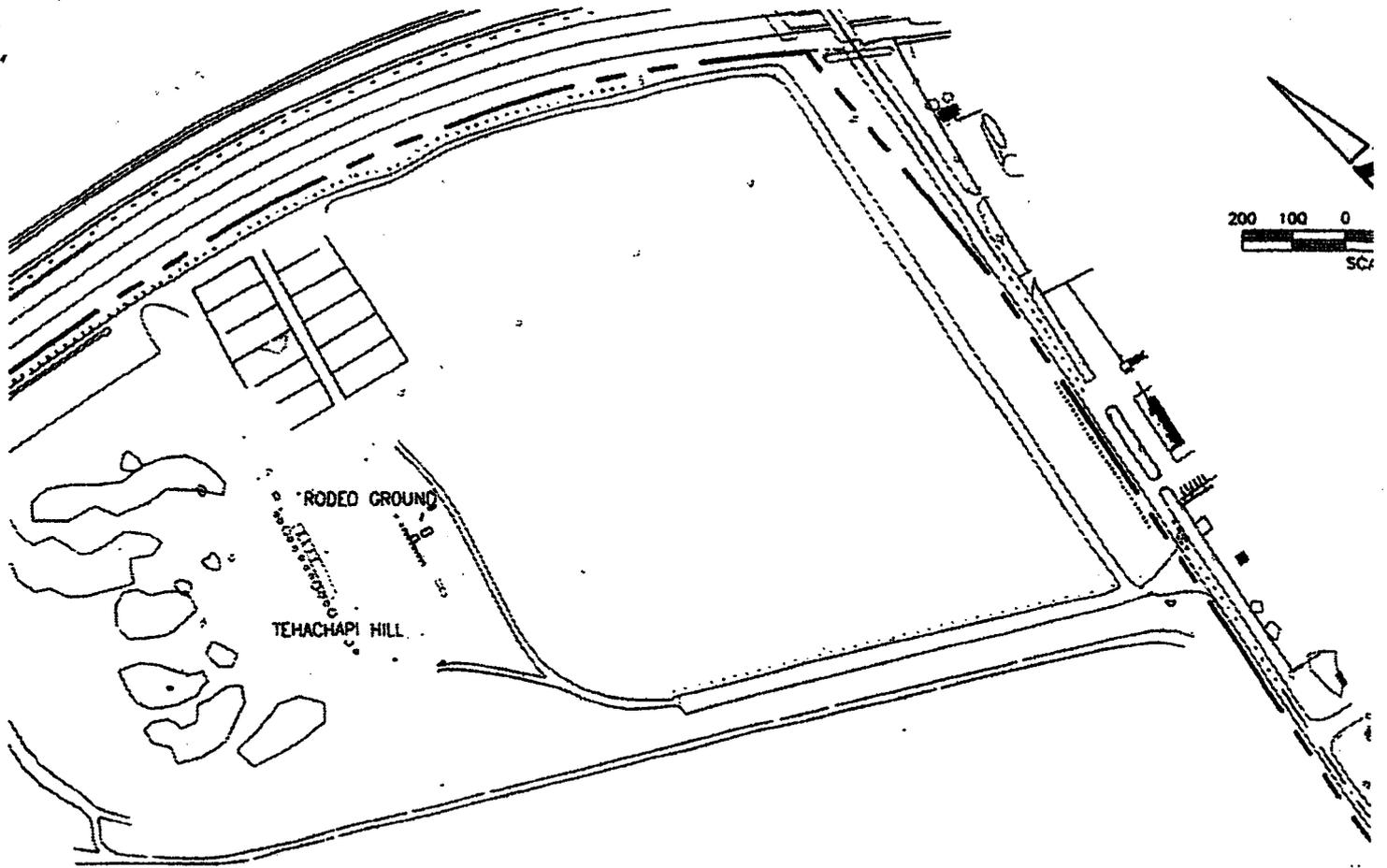
LESSEE:

CITY OF TEHACHAPI

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

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

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



HANGAR 18E

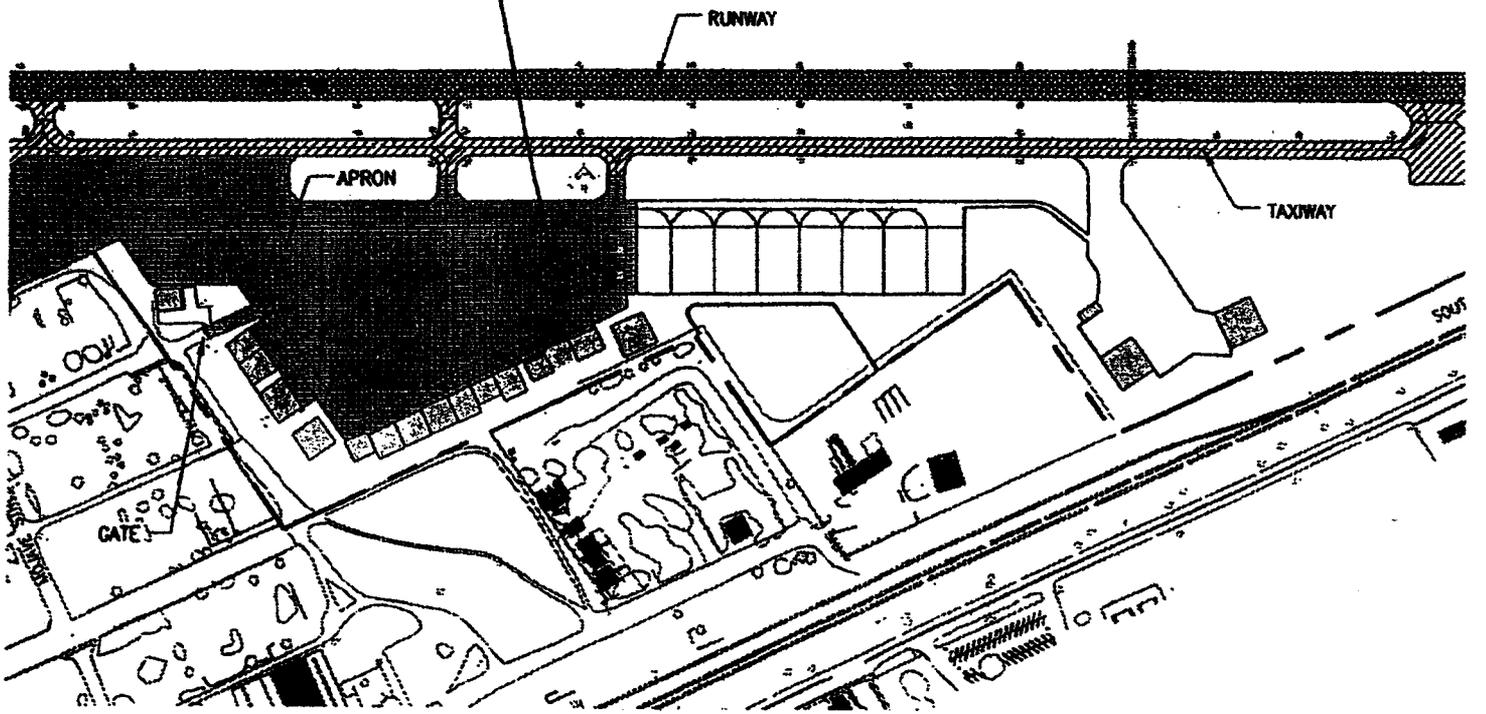


EXHIBIT A