

AGENDA

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

**Beekay Theatre
110 South Green Street
Tuesday, September 6, 2011 - 6:00 P.M.**

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

CALL TO ORDER

ROLL CALL

INVOCATION

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

PLEDGE TO FLAG

COUNCIL APPOINTMENT

1. The Tehachapi City Council will appoint one member to the City of Tehachapi City Council to fill the vacancy created by Councilmember Shane Reed's resignation. This appointment will complete his term which expires November 2012. The City Clerk's office received six applications from six qualified applicants, Kim Nixon, Timothy McLaughlin, Kevin Austin, Henry Schaeffer, Daryl Christensen and Charles White – **APPOINT ONE MEMBER TO THE CITY OF TEHACHAPI CITY COUNCIL TO COMPLETE A FOUR YEAR TERM TO EXPIRE NOVEMBER 2012**

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.

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
TUESDAY, SEPTEMBER 6, 2011 - 6:00 P.M. - PG. 2**

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.

2. General public comments regarding matters not listed as an agenda item.
3. Mayor Grimes will present of Certificate of Appreciate to Officer Arebalo.
4. Presentation to Council by Tehachapi Food and Wine Festival.

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. 11-05
Tehachapi Public Financing Authority Unassigned Res. No. 11-01

- *5. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *6. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on August 15, 2011 - **APPROVE AND FILE**

FINANCE DIRECTOR REPORTS

- *7. Disbursements, bills, and claims for 8/11/2011 through 8/30/2011 – **AUTHORIZE PAYMENTS**

AIRPORT MANAGER REPORTS

- *8. Consideration of a Tehachapi Municipal Airport tie down lease agreement – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE TIE DOWN LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND CHARLES PATTERSON**
- *9. 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 PIERRE HARTMAN**

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

- *10. Consideration of a Tehachapi Municipal Airport agreement for cancellation and surrender of noncommercial hangar ground lease agreement – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT FOR CANCELLATION AND SURRENDER OF THE NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE ESTATE OF DOUG STONE**
- *11. Consideration of an amendment to a Tehachapi Municipal Airport noncommercial hangar ground lease agreement with Mr. Wilhelm – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT TO THE NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND MR. WILHELM**

CAPITAL PROJECTS MANAGER REPORTS

- 12. Tehachapi Municipal Airport is entitled to Capital Improvement funds from the Federal Aviation Administration. As part of the funding process, the City must sign a grant agreement for the project, which is the Airfield Pavement Maintenance Project – **APPROVE AND AUTHORIZE THE MAYOR AND CITY ATTORNEY TO SIGN THE GRANT AGREEMENT FOR PROJECT NUMBER 3-06-0253-011-2011 BETWEEN THE CITY OF TEHACHAPI AND THE FEDERAL AVIATION ADMINISTRATION**
- 13. Caltrans Aeronautics has funds specifically designated to be used for Airport Improvement Program grants. Through this program, Caltrans will provide matching fund equal to 2.5% of the funds provided by the Federal Aviation Administration – **APPROVE THE RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT**
- 14. The City of Tehachapi has been awarded funding from the Federal Aviation Administration for the Tehachapi Airfield Maintenance Project. Bids were opened for this project on August 9, 2011 – **AWARD THE TEHACHAPI AIRFIELD PAVEMENT PROJECT TO ANM CONSTRUCTION AND ENGINEERING IN THE AMOUNT OF \$111,405.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE AWARDED AMOUNT (OR \$5,570.25)**
- 15. Tartaglia Engineering is recognized by the Federal Aviation Administration as the City's preferred Airport Engineer. They have assisted the City in the design of the Tehachapi Airfield Maintenance Project. The City needs to enter into a new agreement with Tartaglia Engineering for this project - **APPROVE AGREEMENT WITH TARTAGLIA ENGINEERING AND AUTHORIZE MAYOR TO SIGN AGREEMENT TO BE DRAFTED BY CITY ATTORNEY AND NEGOTIATED BY THE CITY MANAGER OR HIS DESIGNEE**

CITY MANAGER REPORTS

- 16. Consideration of an urgency ordinance to declare the City of Tehachapi's intent to retain the Redevelopment Agency (Opt In) pursuant to AB 1X 27 – **ADOPT URGENCY ORDINANCE TO PRESERVE THE TEHACHAPI RDA PURSUANT TO AB 1X 27**
- 17. Report to Council regarding current activities and programs – **VERBAL REPORT**

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TUESDAY, SEPTEMBER 6, 2011 - 6:00 P.M. - PG. 4**

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

ADJOURNMENT



APPOINTMENT TO TEHACHAPI CITY COUNCIL

The Tehachapi City Council will be considering appointing one member to the City Council to fill a vacancy created by the resignation of D. Shane Reed effective July 12, 2011. The term of office will expire in November 2012.

Interested persons must be registered voters and reside within the City limits. Applications may be obtained at Tehachapi City Hall, 115 South Robinson Street, or on the City website www.tehachapicityhall.com. All applications must be returned to Tehachapi City Hall by 5:00 p.m., Wednesday, August 31, 2011. The City Council will consider the applications during the Tehachapi City Council meeting to be held on Tuesday, September 6, 2011, at 6:00 p.m.

Denise Jones, City Clerk
CITY OF TEHACHAPI

DATED:
POSTED AT CITY HALL:
PUBLISHED:
Tehachapi News
The Loop

August 2, 2011
August 2, 2011
August 9, 2011, August 16, 2011 & August 23, 2011
August 6, 2011 & August 20, 2011



APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes No

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

CITY OF TEHACHAPI
RECEIVED

AUG 15 2011

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

CITY CLERK'S OFFICE
BY _____

Name Kim Nixon

Address 536 East 'D' Street

City Tehachapi State CA Zip Code 93561

Phone Number 822-0751 Fax Number 661-823-0693 (wk)

Email mike9873kim@sbcglobal.net

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

1. City Council
2. _____
3. _____
4. _____

Occupation Executive Director

Business Name Family Life Pregnancy Center

Address 112 South Curry Street

City Tehachapi State CA Zip Code 93561

Phone Number 661-823-8255 Fax Number 661-823-0693

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

Glendale College

Other special training or experience:

Have served many years on planning commission + attended seminars + trainings. Have begun + managed a very successful business with my husband. I am + have been the Executive Director of a local non-profit corporation for the past 15 years.

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

Planning Commission, City of Tehachapi; currently since 2006 and 1988-1998 Tehachapi Collaborative, Chairperson 2004-2010, currently a active member Tehachapi School District - School Site Council, Chairperson, 4 years; began Parent Organization @ JHS, various accreditation committees, AYSO + Little League Board member, Teh. Hosp. committees, City committee to research Sheriff's contract.

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

Since moving our family to Tehachapi + relocating our business in 1986, I have been involved in many areas. The City of Tehachapi is my home and I am proud of it. We are truly a jewel on a hill. I wish to contribute my time to help and see this community be the best for everyone living here. I believe I can help + can offer a lot of experience + learn.

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

[Empty box for conflict of interest explanation]

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

Kim E. Nepp

Date/Time Field

Aug. 11, 2011

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



RECEIVED
AUG 22 2011
CITY OF TEHACHAPI

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 Timothy B. McLaughlin

Address 1316 Scarlet Oak Drive

City Tehachapi State California Zip Code 93561

Phone Number +1 (661) 822-6065 Fax Number _____

Email tbmclaughlin@sbcglobal.net

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

1. Tehachapi City Council
2. _____
3. _____
4. _____

Occupation Fire Captain (retired)

Business Name California Department of Corrections and Rehabilitation

Address 2400 Hwy 202

City Tehachapi State California Zip Code 93561

Phone Number +1 (661) 822-4402 Fax Number _____

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

Tehachapi High School
Bakersfield College Fire Science

Other special training or experience:

[Empty box for other special training or experience]

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

Tehachapi Valley Recreation and Parks District - Board Member 2 Terms
Greater Tehachapi Fire Safe Council - Board Member
Fire Chief, City of Tehachapi
Land Development Committee - Member
Capital Improvement Committee - Member
Emergency Operations Committee - Operations Section Chief

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

Having been born and raised in Tehachapi for more that 50 years and having raised two children in Tehachapi. I believe that we have three major challenges facing the City Council. 1)With growth pattern in our community having slowed we need to maintain that growth as well as our infrastructure (Fire,Police, Roads, Water, and Sewer). 2)Finding solutions to the ever changing budget solutions that have been forced onto us by Sacramento. 3) To protect our most valuable assets our citizens of Tehachapi. I thank you for this opportunity and I hope that I can be part of this valuable team.

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

[Empty box for conflict of interest explanation]

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 Timothy B. McFarley, III

Date/Time Field August 22, 2011

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



APPLICATION FOR APPOINTMENT

OFFICE USE ONLY	
City Resident:	<input 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

CITY OF TEHACHAPI
RECEIVED

AUG 24 2011

Name Kevin Austin

Address 511 Maple St.

City Tehachapi State CA Zip Code 93561

Phone Number 822-4998 Fax Number 822-7884

Email kb_austin@sbcglobal.net

CITY CLERK'S OFFICE
BY _____

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

1. City Council Appointment
2. _____
3. _____
4. _____

Occupation Estimator/Project Manager

Business Name Calex Engineering Company

Address 23651 Pine St.

City Newhall State CA Zip Code 91321

Phone Number 254-1866 Fax Number 259-9183

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

Tehachapi High School, Sept 1974 - June 1979
Humboldt State University Sept 1979 - June 1984 pursued a B.S. in Oceanography (did not graduate)

Other special training or experience:

Licensed General Engineering Contractor (Lic no. 913761)

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

Youth Sports Coach 1985 - 2010 Baseball, Basketball & Football. Booster Club member 1995 - present. Church Board Member 1995 - 2009.

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

See Letter of Introduction attached.

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

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

AUTHORIZATION AND RELEASE

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

Signature Field 

Date/Time Field 8/19/11

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

August 19, 2011

Tehachapi City Council
115 Robinson St.
Tehachapi CA 93561

ph: 661-822-2200
fax: 661-822-8559
pages sent: 9

RE: Application for Appointment to Tehachapi City Council

Attention: Honorable Mayor Ed Grimes; Honorable Mayor Pro-Tem Phil Smith; Honorable Council Member Linda Vernon; Honorable Council Member Susan Wiggins.

Gentlepersons,

This letter will serve as an introduction to my application and background information for the appointment to the vacant seat on the Tehachapi City Council.

The City Council and City staff's leadership of this community has consistently been successful. The reinstatement of the Police Department, the development and implementation of the various community activities coupled with the hardscape and landscape improvements to downtown are proving to be a resounding success. The city council has a storied tradition of wisdom and leadership.

Those who serve this community in leadership have shouldered their burdens of responsibility and accepted the criticism as inevitable. Some would say that acting responsibly in leadership invites (or 'incites') criticism. Those in leadership have shown patience with the public that many might miss or take for granted.

I and many like me have benefitted greatly by the actions of those who've chosen to serve. I realize that I've sat on the side lines for a long time. I've allowed my voice to be muted by busyness and working out of town. I was out of town working in San Francisco for the last three years and only home on weekends. A few weeks ago, I took a position with a construction company in Santa Clarita called Calex Engineering. I worked for this company previously from 1995 – 2001. I make the 71 mile commute every day.

I am an estimator/project manager. We do design build earth retention and excavation. My specific tasks are developing preliminary earth retention designs and applying them in estimate form to generate subcontract bids. These bids are evaluated by general contractors constructing large buildings or facilities that involve deep excavations. Earth retention is used to support existing streets and buildings bordering deep excavations that are necessary to construct large buildings in urban areas.

My work in this field requires me to read, understand and apply regulations, local, state and federal law, as well as environmental regulations to complete successful contracts. I am required to develop budgets, schedules, interface with clients, engineers, architects and local government officials. My experience and expertise in this field is extensive. These abilities allowed me to acquire a position closer to home in a difficult economy.

I've lived in Tehachapi a long time. The people of this community have contributed a great deal to my character, my work ethic as well as provided consistent support for me and my family. I believe that our greatest assets are our friends and neighbors. I therefore humbly submit my application to serve for your review.

Respectfully Submitted,



Kevin Austin

"The world is a dangerous place, not because of those who do evil, but because of those who look on and do nothing" – Albert Einstein

511 Maple St., Tehachapi, CA 93561 (661) 822-4998 ph, (661) 822-7884 fax, (661) 303-1601 cell, email:
kb_austin@sbcglobal.net

RESUME

KEVIN AUSTIN, 511 Maple Street, Tehachapi, CA 93561, (661) 822-4998 ph, (661) 822-7884 fax

WORK EXPERIENCE:

JUNE 2011 TO PRESENT

CALEX ENGINEERING CO.-NEWHALL, CA

Senior Estimator/Project Manager

Duties include preliminary shoring and foundation design, estimating, bid preparation and total project management for shoring, foundations, retaining systems and general engineering. Experienced in all facets of public and private works prime and subcontract execution. Experienced in design build foundation and shoring systems as well as value engineering. Experienced in estimating, contract control and scheduling with state of the art software packages.

JUNE 2008 TO JUNE 2011

DEES – HENNESSEY, INC. – SAN CARLOS CA

Estimator/Project Manager

Hired to supplement and increase the number of design-build shoring and foundation contracts for the well established company. Duties include all aspects of estimating, project management and project support on subcontracts for private and public work contractors. Day to day responsibilities include take offs, preliminary design, reviewing subcontracts, coordinating schedule and contract issues with field supervision.

SEPT 2007 TO JUNE 2008

INNOVATIVE, INC. – LANCASTER, CA

Partner

Invited in as a minor partner to re-organize the Concrete Contracting company as it was currently configured. Duties included all aspects of day to day management of Bidding, Negotiating and Prosecuting concrete contracts with GC's and developers. Managing and Forecasting profit/loss for the work on hand. Maintaining good work flow through the company by improving efficiency in bidding and capturing work. Planning and Executing a growth plan to increase total receipts and expand into more disciplines of concrete contracting. Reason for leaving: The offer of partnership was withdrawn.

FEB 2005 TO SEPT 2007

GILLIAM & SONS, INC. – BAKERSFIELD, CA

Project Manager

Hired to improve efficiency on all aspects of contract management. Duties include implementation and management of GPS machine control and GPS model building, All aspects of estimating and project management, as well as improved information flow to better equip ownership in general management of the company. Reason for leaving: Opportunity for partnership in small concrete contracting firm.

MARCH 2004 TO FEB 2005

SPIESS CONSTRUCTION CO. INC. – LAS VEGAS, NV

Project Manager

Hired to develop a field office into a regional office for public works general contractor. Managed submittals, established change issues, negotiated change orders with the owner, developed and managed project schedule, designed and detailed shop drawings, installation and application procedures as well as provided conflict resolution details to the consultant and owner. Reason for leaving: Conflict in Management Style with Area Manager.

DEC 2001 TO MARCH 2004

LANG TENDONS, INC. TOUGHKENOMAN, PA

Regional Sales Manager

Hired as an engineering and sales consultant. Primary duties included sales and product development for post tensioned ground anchor technology in the western U.S. Planned and executed product approval testing for Caltrans and City of Los Angeles Engineering. Sales goals in the first year were \$200k. Achieved \$1.0 mil. Hired as Regional Sales Manager in second year. Primary duties included estimate preparation, proposal development and execution, detail and shop drawing development, as well as procedure and specification writing. Produced a technical presentation for geotechnical and structural engineers that covered application and use of post tensioned ground anchor technology. Negotiated a product partnership with manufacturer that had a complimentary product line. Once the agreement was executed Lang Tendons was able to offer a complete design application for all types of ground anchor needs. Achieved sales goal of \$1.5 million in the second year. Involved in marketing and ROI research on manufacturing plant in CA in the third year. Reason for leaving: Lang Tendons was purchased by Dywidag U.S.A.

FEB 2001 TO NOV 2001

SCHNABEL FOUNDATION CO. – ENCINO, CA

Construction Manager

Duties include design support, estimating, project management for specialty foundation and earth retention projects. Responsible for every aspect of project execution, including developing schedules, shop drawings, details and procedures, overseeing day to day project activities, cash flow analysis, issue resolution, design adjustments and implementations. Responsible for all billing and project cost control. Reviewed testing procedures and documentation. Interfaced with project foreman on a daily basis. Production issues, safety issues and foreseeable obstacles were reviewed, discussed and resolved. Experienced in a wide variety of applications and projects. See project list attached.

APRIL 1995 TO FEB 2001

CALEX ENGINEERING CO.-NEWHALL, CA

Senior Estimator/Project Manager

Duties include preliminary shoring and foundation design, estimating, bid preparation and total project management for shoring, foundations, retaining systems and general engineering. Experienced in estimating, contract control and scheduling with state of the art software packages. Responsible for start up and implementation of several estimating and project management systems including accounting for real time cost analysis. Responsible for developing and implementing a new small bore tieback division. See specific project list attached.

OCT 1994 TO APRIL 1995

THREE C'S CONSTRUCTION – TEHACHAPI, CA

Quantity Take-off's

Duties include quantity take off preparation, bid document assembly, contract management, scheduling, cost/contract control.

JULY 1994 TO OCT 1994

DJ SCHEFFLER INC. – INDUSTRY, CA

Construction Superintendent

Duties include labor and equipment scheduling, estimate preparation, contract negotiation, scheduling and overseeing day to day construction activities of self-performed and subcontracted work.

APRIL 1991 TO JULY 1994 **MARTIN-McINTOSH CIVIL ENGINEERING – BAKERSFIELD, CA**
Designer
 Duties include utility, subdivision, freeway, retaining wall design, design drafting and project support. Participated in multiple developments in Southwest and Northwest Bakersfield. Participated in a technical oversight role on several prototype wind turbine projects.

EDUCATION EXPERIENCE:

SEPT 1979 TO JUNE 1984 **CAL STATE UNIVERSITY HUMBOLDT – ARCATA, CA**
 Pursued a BS degree in Biological Oceanography with an emphasis in Mathematics. Earned 180 quarter units toward a degree with one graduate course in Estuarine Oceanography.

LICENSES:

APRIL 2008 **GENERAL ENGINEERING CONTRACTORS LICENSE**
 Applied for and passed the General Engineering ‘A’ State Contractors Licensing Board Application and Exam.
 License Number 913761 A Exp 4/30/2012

CURRENT & PAST PROJETS:

APRIL 1995	JURRASIC PARK THE RIDE – UNIVERSAL STUDIOS, UNIVERSAL CITY (TEMP/PERM SHORING, CIDH)	\$2.1M
AUG 1995 – APRIL 1997	THE GETTY CENTER, BRENTWOOD CA (MULT. PROJECTS)	\$7.1M
JULY 1997	HWY 46 TIEBACK RETAINING WALL, CAMBRIA, CA (CALTRANS)	\$1.2M
MARCH 1998	HWY 26 PERMANENT SOLDIER PILE WALL, TOPANGA CANYON, CA (CALTRANS – EMERGENCY DESIGN-BUILD)	\$2.2M
MAY 1998	PACIFIC COAST HWY @ PORTO MARINA PERM, SOLDIER PILE WALL (CALTRANS – EMERGENCY DESIGN-BUILD)	\$2.7M
MARCH 1998	PACIFIC COAST HWY @ LAS FLORES CANYON LANDSLIDE REPAIR (CALTRANS – EMERGENCY DESIGN-BUILD)	\$2.5M
NOV 1998	HIGHWAY 154, PERM, SOLDIER PILE WALL, SANTA BARBARA, CA (CALTRANS)	\$1.8M
MAY 1999	MNT HARVARD TRANSMISSION FACILITY MICROPILES & SITE WORK (V.E. MICROPILES FROM 36” CIDH)	\$2.1M
MAY 1999	AMGEN BUILDING 30 PHASE II EXPANSION TEMP. SHORING	\$600K
JULY 1999	OUTBOUND BAGGAGE, LAX, MICROPILES (V.E. FROM 30” CIDH w/ 8’ HEADROOM)	\$225K

APRIL 2000	BARTLETT RESIDENCE, CIDH, TIEBACK RETAINING WALL	\$1.0M
APRIL 2000	FIDELITY SLOPE, FOREST LAWN, CIDH, TIEBACK RETAINING WALL	\$775K
APRIL 2000	MORTON DONNELLY RESIDENCE, SHORING, EARTHWORK	\$550K
JUNE 2000	BALBOA THEATER, UNDERPINNING, SHORING	\$325K
JULY 2000	K.B. TRUST TEMP. SHORING, CIDH (KOBÉ BRYANT)	\$500K
JULY 2000	SAINT FRANCIS HIGH SCHOOL, TEMP SHORING	\$85K
AUG 2000	WEST TICKETING, LAX, TEMP SHORING	\$550K
MAY 2001	OCEANSIDE SUBSTATION PERMANENT DESIGN-BUILD SOIL NAILS	\$650K
JUNE 2001	SAN LUIS REY SUBSTATION PERMANENT DESIGN-BUILD SOIL NAILS	\$500K
JULY 2001	HWY 30 PERMANENT TIEBACKS, CLAREMONT, CA	\$450K
SEPT 2001	CITY OF ORANGE SEISMIC RETROFIT PERMANENT MINIPILES	\$70K
OCT 2001	LANCASTER WIND TURBINE PERMANENT TIEDOWNS & FOUND.	\$75K
NOV 2001	ROUTE 405 PERMANENT SOIL NAIL WALL, ENCINO, CA	\$450K
APRIL 2002	PERMANENT & TEMPORARY TIEBACKS/TIEDOWNS, SAN FRANCISCO, CA.	\$180K
MAY 2002	PERMANENT TIEBACKS ROUTE 1 SLOPE REPAIR, MALIBU CA. (CALTRANS)	\$300K
JUNE 2002	TEMPORARY TIEBACKS VENTURA COUNTY HOSPITAL	\$75K
AUG 2002	TEMPORARY TIEBACKS, CHILDREN'S HOSPITAL, LOS ANGELES, CA	\$75K
SEPT 2002	TEMPORARY TIEBACKS, LETTERMAN DIGITAL ARTS, SAN FRANCISCO, CA	\$108K
OCT 2002	PERMANENT TIEBACKS RANCHO SANTA FE, SAN DIEGO, CA	\$20K
NOV 2002	PERMANENT TIEBACKS, MIRA LA PAZ, SAN DIEGO, CA	\$171K
APRIL 2003	TEMPORARY TIEBACKS, SANTA TERESA, SAN JOSE, CA	\$35K
MAY 2003	PERMANENT EPOXY COATED TIEBACKS, TERRA BAY CONDOS, SAN FRANCISCO, CA.	\$180K
JUNE 2003	TEMPORARY TIEBACKS, DEER CREEK DAM, PROVO, UT	\$125K
JUNE 2003	TEMPORARY TIEBACKS, HEARST CASTLE, SAN SIMEON, CA	\$95K
AUG 2003	PERMANENT EPOXY COATED DAM TIEDOWNS, SHAVER LAKE, CA	\$225K
SEPT 2003	PERMANENT DAM TIEDOWNS, THE DALLES, OR	\$275K

OCT 2003	PERMANENT TIEDOWNS, UC BERKELEY, BERKELEY CA	\$125K
JAN 2004	PERMANENT TIEBACKS, WHISPERING HILLS LANDSLIDE CORRECTION, SAN JUAN CAPISTRANO, CA.	\$225K
FEB 2004	PERMANENT TIEBACKS, TEST PROGRAM, THE PONTE LANDSLIDE CORRECTION, SAN DIEGO CA.	\$25K
APRIL 2004	HEMENWAY VALLEY WASTEWATER FACILITIES, BOULDER CITY, NV	\$3.1M
JUNE 2004	MISC CAST IRON WATER MAIN REPLACEMENT, LAS VEGAS, NV	\$260K
JULY 2004	SAN JOAQUIN COMMUNITY HOSPITAL DEMO & BASEMENT EXCAVATION	\$1.6M
JULY – DEC 2004	MULTIPLE SUBDIVISION EARTHWORK PROJECTS	\$4.5M
SEPT 2004	MEADOWSFIELD AIRPORT DEMO, KERN COUNTY	\$80K
SEPT 2005	WASHINGTON STREET DEMO, RECYCLED BASE & EARTHWORK, UNITED FARMWORKERS	\$655K
NOV 2005	SOUTH KERN INDUSTRIAL COMPLEX, COMPOSTING FACILITY, EARTHWORK & SITE DRAINAGE, SYNAGRO	\$2.2 M
JULY 2005	S & S HOMES, TRACT 6137, P1-3 EARTHWORK	\$2.25M
NOV 2005	BERRY PETROLEUM EARTHWORK, DIATOMITE PROJECT	\$2.1M
JAN 2006	PALADINO 60" STORM DRAIN, ASSOCIATED STRUCTURES AND EARTHWORK	\$2.2M
SEPT 2006	KERN DELTA WATER DISTRICT EXPANSION EARTHWORK AND TRANSFER STRUCTURES	\$1.95M
AUG 2007	PLAINS EXPLORATION COMPANY, SITE 192 EXPANSION EARTHWORK AND DRAINAGE	\$1.6M
NOV 2007	CITY OF BISHOP STREET EXTENSION FLATWORK, CURB & GUTTER	\$65K
DEC 2007	CITY OF PALMDALE STORM DRAIN STURCTURES	\$35K
FEB 2008	AM/PM ROSAMOND FOUNDATION AND SITE CONCRETE	\$59K
JUNE 2009	DESIGN-BUILD SHORING MERCY GENERAL HOSPITAL, SACRAMENTO CA	\$154K
FEB 2009	DESIGN-BUILD SOIL NAIL SHOTCRETE RETAINING WALL PRESIDIO, MONTEREY CA	\$495K
APRIL 2009	DESIGN-BUILD SOIL NAIL SHOTCRETE RETAINING WALLS PRIVATE RESIDENCE, LOS ALTOS HILLS CA	\$415K

JUNE 2009	DESIGN BUILD SHORING & UNDERPINNING OLD SAINT MARY'S CATHEDRAL, SAN FRANCISCO CA	\$320K
JULY 2009	DESIGN BUILD UNDERPINNING & MICROPILES MENLO PARK CA	\$295K
OCT 2009	FURNISH INSTALL DRILLED PIERS EBMUD, OAKLAND CA	69K
NOV 2009	FURNISH INSTALL 36"x65' DRILLED PIERS WESTERN DIGITAL, FREMONT CA	\$1.25M
FEB 2010	DESIGN BUILD SHORING & DEWATERING SOLYNDRA PHOTOVOLTAIC FACTORY, FREMONT CA	\$742K
APRIL 2010	FURNISH INSTALL DRILLED PIERS KAISER HOSPITAL, REDWOOD CITY CA	\$109K
JULY 2010	SEISMIC RETROFIT MICROPILES & DESIGN BUILD SHORING BERKELEY HIGH SCHOOL, BERKELEY CA	\$645K
JAN 2011	DESIGN-BUILD STRUCTURAL EXCAVATION SUPPORT BART AERIAL STRUCTURES, OAKLAND CA	\$210K
MAY 2011	FURNISH INSTALL 36" x 95' DRILLED PIERS KAISER HOSPITAL, REDWOOD CITY CA	\$2.15M

Mr. Mayor, City Council members,

My name is Henry Schaeffer. Before I moved to Tehachapi in 1978, I lived in Los Angeles and successfully operated my own hardware store business for 20 years. In the 33 years that I have now lived here in Tehachapi, I have successfully watched my new hardware and home building products business grow and expand beyond what I had originally envisioned.

For 6 years I served on the board of the Bear Valley Property Owners Association, and as President for 1 year, successfully helping that community navigate through all the things such a community must face and overcome, things both expected and unexpected.

In the time I have lived within Tehachapi City limits, I have watched this city grow and change, always adapting to the ever-changing conditions such a beautiful rural town encounters as those from other areas come here and see all that Tehachapi has to offer.

During the time I have been here in town, I have become more and more interested in the workings of our city government, and how Tehachapi is being navigated through the influence of outside interests that must either be absorbed into the community, or rejected as not fitting into what the City Council envisions as best for our community.

My interest in the city government led me in 2010 to run for a seat on the Tehachapi City Council. I know a lot of people in this community that I consider friends, and who support me, and I finished the vote just behind Susan Wiggins, who did win the last open seat on the City Council. From the outcome of that vote, it became obvious to me that there are people in this community who support my position, a position that believes we need to have responsible development in all matters that affect us now and into the future.

I would have to confess that I do not necessarily believe unbridled development is the right thing for Tehachapi. But more importantly, I believe that a diversity of opinions is healthy for a living, vibrant City Council as we move into the 21st century. I believe that if I were sitting on the Tehachapi City Council, my contribution, among other things, would be to offer possible alternative ideas and input to the things we face now and into the future.

America's Founders intended for us to have a limited federal government, with the main thrust of government being at the local level, closest to the people, with a true representative government. If our local government, our City Council, is to be a truly representative government, it must be representative of all the divergent concerns and interests of all of the people within the local community.

If, for example, some of the people are for a certain project within the



RECEIVED

AUG 29 2011

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

CITY OF TEHACHAPI

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes No

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

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

Name HENRY L. SCHAEFFER

Address 415 SNYDER

City TEHACHAPI State CA Zip Code 93561

Phone Number 823-1143 Fax Number 823-1183

Email _____

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

1. CITY COUNCIL MEMBER
2. _____
3. _____
4. _____

Occupation BUSINESS MAN

Business Name HENRY'S HOME 4 LESS

Address 430 W J STREET

City TEHACHAPI State CA Zip Code 93561

Phone Number _____ Fax Number 823-1183

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

UNIVERSITY Highschool
SANTA MONICA CITY COLLEGE AA
UNIVERSITY OF DENVER
BUSINESS SCHOOL - CONSTRUCTION MANAGEMENT

Other special training or experience:

UNITER STATES ARMY

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

GREATER TEHACHAPI CHAMBER OF COM
BOARD MEMBER + OFFICER
BEAR VALLEY SPRINGS ASSO
BOARD MEMBER + PRESIDENT

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

MY BUSINESS TRAINING AND EXPERIENCE
I TALK TO OVER 100 PEOPLE A DAY

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

HAVE A BUSINESS THAT MIGHT POSE A CONFLICT OF INTEREST

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

Henry L Schaeffle

Date/Time Field

Aug 29, 2011

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

community, and some of the people are opposed to the same project, it is not only healthy, but necessary for a functioning representative democracy to have representatives on the City Council representing all interests, and all points of view. I sometimes question whether we have that today.

Regardless of whatever the City Council decides to do to fill the vacant seat on the City Council, remember that the people have already voted in the last election for whom they wanted on the City Council, and I already received the next most number of votes after Susan Wiggins. So, it only remains to be seen now whether or not the City Council represents the already expressed will of the people.

I trust this City Council will do the right thing in selecting the person to fill the seat vacated by the resignation of Shane Reed. Thank you Mr. Mayor, and City Council for considering my views.

Cordially,
Henry Schaeffer



RECEIVED
AUG 3 1 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 Daryl R. Christensen

Address 909 Willow Court

City Tehachapi State CA Zip Code 93561

Phone Number +1 (661) 979-8619 Fax Number _____

Email mail.CityOfTehachapi@InfoTechMSP.com

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

1. City Council Position
2. _____
3. _____
4. _____

Occupation Self Employed - Owner

Business Name Information Technology Services

Address 909 Willow Court

City Tehachapi State CA Zip Code 93561

Phone Number +1 (661) 979-8619 Fax Number _____

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

Righetti High School – Graduated 1985
 Allan Hancock Police Academy – Level 2 & 3 POST 1987
 Numerous Certificates and Continuing Education Courses

Other special training or experience:

Please see the attached document 'Application for Appointment – Supplemental Statements'

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

Please see the attached document 'Application for Appointment – Supplemental Statements'

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

Please see the attached document 'Application for Appointment – Supplemental Statements'

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

Even though, as stated above, I own a business in Tehachapi I have purposely changed my business model to attract Clients outside the community. This in itself helps eliminate most conflicts of interest that other applicants may endure.

I fully understand the consequences of any Conflict of Interest; perceived or real. To that effect I am more than willing to immediately bring any potential conflicts to the attention of the Council and voluntarily recuse myself if appropriate.

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 Daryl Christensen

Digitally signed by Daryl Christensen
DN: cn=Daryl Christensen, o.ou, email=mail.CityOfTehachapi@InfoTechWSP.com, c=US
Date: 2011.08.30 21:38:40 -0700

Date/Time Field Aug 29, 2011

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

Application for Appointment

Supplemental Statements

City Council Appointment

Daryl R. Christensen

Below are my statements that did not in the space provided on the application.

Thank you for your consideration!



Daryl R. Christensen

Other special training or experience:

Most of my adult life I have been a participant in Local Government. I have attended Council and Planning Commission Meetings in any community I have lived. I have also participated in numerous Charrettes, appointed to Visioning Committees and provided valuable feedback when appropriate.

Other Special Training or Experience has been from my own initiative over the years in researching items of interest or unknown prior to presentation at meeting when possible. I have in the past sought out the advice, opinion, or education of City Managers, Planners, and others in an effort to fully inform myself. Once, years ago, I misspoke at a meeting due directly to my lack knowledge. That embarrassing experience lead me to the desire to not let that happen again.

Training or Experience specific to Tehachapi City Council if the last 18 months I have received and reviewed the entire City of Tehachapi Council Packet. Similarly to my past, I have researched, reviewed, and even physically visited locations of many Agenda Items prior to their presentation to the Council.

Finally, perhaps most telling is my understanding of small community economics and politics as evident with my business. When I moved my family to Tehachapi in November 2006 I looked at the community as a whole and decided not to relocate my Computer Store as the area already had five in the greater Tehachapi area. Instead I opted to modified my business and have successfully procured Clients outside the area.

This change in business model has accomplished two things to the benefit of the Community. First, I have not created an additional hardship in the form of new competition on existing businesses. Second and more importantly, I have been able to introduce new money to the Community as opposed to circulating existing.

This is but one example of what my experience in the past has been able to do to positively affect the community.

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

City of Taft, Planning Commission

February 24, 2004 – Seated as Commissioner

January 10, 2006 – Appointed Chairman

December 12, 2006 – Resigned to move to Tehachapi

Participated in numerous Charrettes, appointed to Visioning Committees

Current:

Tehacahpi Sportsman Club, Secretary

Rotary District 5240, Group 3 Assistant Governor

Rotary Club of Taft, Board Member - Past President

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

Serving the Community as a Council Member is more than just an opportunity for myself. I see an outlet to serve the community in which I have become a part of. It is a known fact that the Council can truly make a positive impact to the Community. I believe our best days are still ahead, and I wish to be a part of accomplishing the Council's goals.

I believe in intelligent and articulated growth with a unified leadership in our community. I wish to serve because I want input into our future--and our community's future. I want to give something back to the community that gave so much to me. I wish to be able to say I was involved.

I further believe the wrong person sitting on the Council can and will detract from the positive impact the Council can make. I have seen this in many of the communities I have lived. Examples can be seen currently in other communities here in Kern County. I wish to fill the vacant seat not to be a 'yes man' or 'rubber stamper'. Instead I believe I will be a vital and active member of the Council, performing research to be informed, taking time to understand the issues at hand and most importantly doing what I feel is right for the City of Tehachapi.

End of Statements

Charles E. White
785 Tucker Road, Ste G PMB # 605
Tehachapi, CA 93561
Tel #661.972.0958

RECEIVED
AUG 31 2011
CITY OF TEHACHAPI

August 31, 2011

Honorable Mayor Ed Grimes
and City Council Members
Tehachapi City Hall
105 South Robinson Street
Tehachapi, CA 93561

Dear City Council Members:

I would like to be considered as the appointee to the open seat on City Council. As requested I have attached an application, resume, and the statement of qualifications.

Thank you for the opportunity to submit these documents and the possibility of being considered for this important position. If additional information is required, please phone me and I will provide it.

Sincerely,

Charles E. White

Charles E. White

AUG 31 2011

CITY CLERK'S OFFICE
BY _____



RECEIVED
AUG 31 2011
CITY OF TEHACHAPI

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY	
City Resident:	<input 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 Charles E. White

Address 785 Tucker Road, Ste G PMB #605

City Tehachapi State California Zip Code 93561

Phone Number +1 (661) 972-0958 Fax Number _____

Email charlesewhite@sbcglobal.net

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

- Appointment to fill unexpired term on City Council due to resignation of the elected City Council person, Shane Reed.
- _____
- _____
- _____

Occupation Retired

Business Name _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

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

Attended Columbus College (University of Georgia) from 1968 to 1972 with studies towards Art History Major

Other special training or experience:

Community and civic involvement in all cities in which I have lived including volunteer work and serving on boards of organizations. Extensive world travel has given me a perspective on other ways of life and an appreciation of the American system and its liberties, causing me to particularly appreciate Tehachapi.

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

Historical Murals Committee - Chairperson	2001 to present
Main Street Tehachapi - Vice President , Treasurer	2002 to present, currently a Board Member
Main Street Tehachapi - Design Committee Chairperson	2003 to 2009, currently a member
Tehachapi Heritage League - President	2005 to present
City of Tehachapi Planning Commission	2008 to present, currently the Chairperson

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

I want to make a difference in my community. I have the experience, skills, and vision to work cooperatively with other members of the Council to ensure the efficient operation of the City and to plan for future needs. I have a proven leadership record and can help represent the citizens of Tehachapi in an effective manner.

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

Main Street Board of Directors
City of Tehachapi Planning Commission

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

Charles E. White

Date/Time Field Aug 31, 2011

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

Charles E. White
200 South Curry Street
Tehachapi, CA 93561
661.972.0958

RETIRED

2000 to Present

RECENT VOLUNTEER POSITIONS

Historical Murals Committee - Chairperson 2001 to Present
Main Street Tehachapi - Vice President, Treasurer, current Board member 2002 to Present
Main Street Tehachapi - Design Committee Chairperson 2003 to 2009
Tehachapi Heritage League - President 2006 to Present
Tehachapi Planning Commission, Current Chairperson 2008 to Present

DEL MANO GALLERY, Pasadena, CA
Director

1994 to 2000

Responsible for all aspects of operations in 3000 square foot space; plan and implement Special Exhibitions and publicize them in local and national publications; hire, train and lead a sales team of eight employees; budget for payroll and other expenses; seek out new artists to represent. I conceived, organized and served as president of Art Walk, a group of Pasadena art venues that sponsored monthly events for the public. Annual gross sales of \$780,000 to \$1 million.

ACOUSTIGUIDE CORPORATION, New York, NY
Regional Manager for Southwest

1984 to 1990

Consultant to museums. Responsible for marketing, contractual and operational aspects of special exhibitions for various types of museums; hired, trained and supervised personnel; established payroll, banking and accounting systems for temporary and permanent sites; planned for fixtures, signage and sales desk locations; produced (scripted, rewrote and directed) audio narrations. Project Director on company's largest project grossing \$2.2 million in six months. Worked on project in China and other special projects requiring extensive travel.

SELF-EMPLOYED, Columbus, GA

1980 to 1984

Renovated Victorian properties in Historic District; established and operated an antique and gift shop; operated catering business; obtained Real Estate license.

BASSETT CENTER MALL, El Paso, TX
Marketing Director

1977 to 1979

Planned and implemented annual marketing and public relations program to reposition existing 52 store mall within market area; created and controlled annual budget of \$145,000; formed an in-house advertising agency for substantial savings.

COLUMBUS SQUARE MALL, Columbus, GA
Marketing Director

1976 to 1977

Responsible for budgeting, advertising and coordinating promotional events for 71 store mall; sought out and publicized activities and community events. Worked for a Board of Directors of the Merchants Association to advertise mall and build traffic.

KIRALFY'S, Columbus, GA
Advertising Manager

1972 to 1976

One year as Store Manager for 3500 square foot clothing store, promoted to Advertising Manager. Planned budget and created print and broadcast advertising for 7-unit ladies specialty store generating \$5.5 million in four market areas; coordinated direct mail, promotional events, fashion shows, new store openings, public relations and employee training.

EDUCATION

COLUMBUS COLLEGE (University of Georgia) Columbus, GA
Studies Toward Art History Major

1968 to 1972

Charles E. White Applicant's Statement

I am seeking an appointment to City Council because I feel I can make a difference in a positive way on the policies, fiscal operation, and future of the City. I will bring strengths to the current City Council and if reelected to a reconstituted Council next year, I have the skills to work with others in a cooperative way. In these tough economic times I believe it is important that safety, roads, other services to the public, economic development, and sound fiscal policy be the first priority.

Although Americans are facing uncertain times and fundamental change in the future, it requires a vision to lead Tehachapi into the future and to plan for future prosperity while effectively maintaining City operations under the tough economic situation the city faces, realities also currently faced by many individuals and families in these tough times. Proper planning, strong management and paying attention to the details are needed to get us through these trying times so that we can once again prosper.

I have attended many City Council meetings, budget hearings and other community meetings on a regular basis because I feel it is important for citizens to be as informed as possible about how their tax dollars are spent, what projects are considered and to have input on important matters.

While serving as the chairperson and president of many organizations and committees, I have found that while a body may not always agree, an informed and better decision is made after study, conversation, debate, and listening to others, and by going through the democratic process which sometimes requires compromise.

After retiring to Tehachapi in 2000, I became involved in community activities as a volunteer because I wanted to make a difference. While others have volunteered in areas such as social services, help to the underprivileged and sports, I concentrated my volunteer activities with organizations that work to improve the amenities for residents, from downtown improvements to public arts and historical preservation because that has always been the field in which I chose to work professionally and because I saw a need. I have worked with many community leaders on local projects.

As my resume shows, I have had a varied career always working with the public, and I know that the needs, desires and opinions of the citizens of Tehachapi are crucial to good governance, as long as county, state and federal laws and regulations are followed. Promulgation of policies and ordinances must be balanced between legal requirements and the will of the people.

I have the time, energy and desire to fill the open seat as the fifth City Council person of the Tehachapi City Council and ask your support in appointing me to the position.

122 East Tehachapi Blvd Suite C
Tehachapi, CA 93561
August 31, 2011

RECEIVED
AUG 31 2011
CITY OF TEHACHAPI

Ms. Denise Jones, City Clerk
City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93561

Subject: Agenda Item for September 6, 2011 City council meeting

Dear Ms. Jones:

We request placement on the September 6, 2011 City council meeting agenda to discuss the Tehachapi Food and Wine Festival event of August 6, 2011 and its community impact. Enclosed are letters of support for the event, estimated impact to local businesses, and a list of charitable donations to community organizations. We appreciate the opportunity to present this to the City council.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Brust', with a long, sweeping horizontal line extending to the right.

David Brust
Tehachapi Food and Wine Festival

DB:db
Enclosures (7)

Tehachapi Food and Wine Festival Economic Impact to the City of Tehachapi

8/24/11

Estimated Hotel Stays August 5 and August 6, 2011	608
California State Tourism Estimate of Direct Spending per night stay (CTTC, 2006)	\$160 per night
Total Estimated (without multipliers) Visitor Spending	\$97,200
Estimated Transient Occupancy Tax to the City	\$3,891
Charitable Contributions	\$2,600
Included: Kiwanis of Tehachapi	\$1,250
GTEDC(TTC)	\$1,150
Central California Blues Soccer	\$ 100
Pacific Union College	\$ 100



August 9, 2011

Taste of Tehachapi
122 E. Tehachapi Blvd., Suite C
Tehachapi, CA 93561

Dear Sirs,

Thank you for the opportunity to participate in the 5th Annual Tehachapi Food & Wine Festival. Our 19th Hole Bar & Grill received great support in the planning and set-up of our food booth. Most of all, we appreciated the event as a fun and effective way to market our business to people throughout Kern County.

In addition to our particular promotional success, we also benefitted from an increase in business over the entire weekend. The month of August is traditionally our busiest month; however, the weekend of the Festival set a seven-year record for out-of-town visitors playing golf at Horse Thief.

We look forward to participating in future events like the Food & Wine Festival.

Sincerely,

A handwritten signature in black ink, appearing to read "DM DePolo", is written over the typed name.

David M. DePolo
General Manager

copy: Kern County Board of Trade



Fairfield Inn & Suites by Marriott®
Tehachapi

422 W. Tehachapi Boulevard | Tehachapi, CA 93561
T 661.822.4800 | F 661.822.5269
fairfieldinn.com/bffi

August 30, 2011

ATTENTION: TASTE OF TEHACHAPI

This letter is to share our experiences regarding the Taste of Tehachapi event of August 5 through August 6, 2011.

We received bookings to stay at our hotel directly related to the Taste of Tehachapi event. Some of our guests were here for the first time specifically to attend this event. Some were returning to Tehachapi for the second or third time having attended this event in the past.

More recently we experienced a high volume of bookings for guests planning to attend the Mountain Festival events.

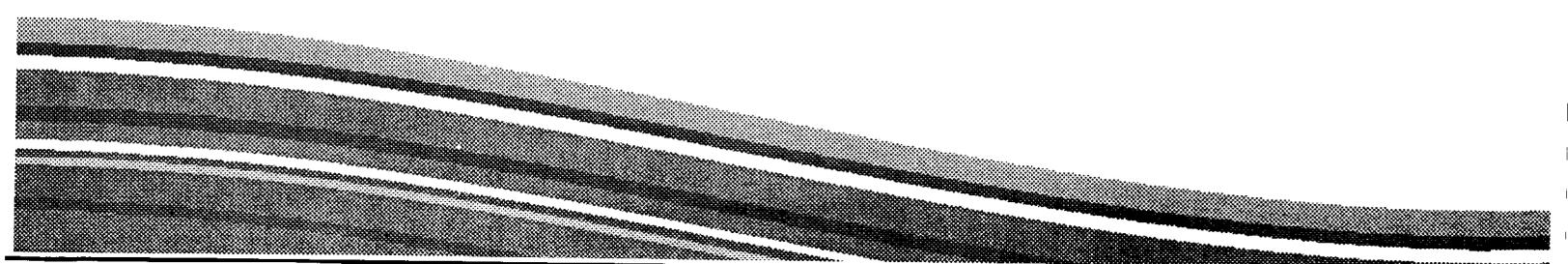
We have had guests that come to Tehachapi for planned events for the first time and are so surprised by what Tehachapi has to offer that they make plans to return. On a few occasions that I am personally aware of we have had guests return to shop for property and have moved to Tehachapi!

Just want to let folks know that the planned city wide events bring guests to our hotels and to Tehachapi to enjoy and spend money.

Sincerely,

A handwritten signature in cursive script that reads 'Priscilla Allison'.

Priscilla Allison
General Manager





Dear Anthony and City of Tehachapi,

This years Food and Wine Festival was a tremendous success!! We at Country Real Estate plan on participating in the coming years, in fact we wouldn't miss it. The response we received from people was very positive and we feel it is a benefit to our community as well as a great way to sponsor local businesses and celebrate in our beautiful Downtown location.

Cheers to all!!!!

Sincerely,

Rubien & Dayle Brandon
Owners
Country Real Estate
(661) 822-4433

107 E. Tehachapi Blvd, Tehachapi, CA 93561
A Day In The Country Is Worth A Month In Town!

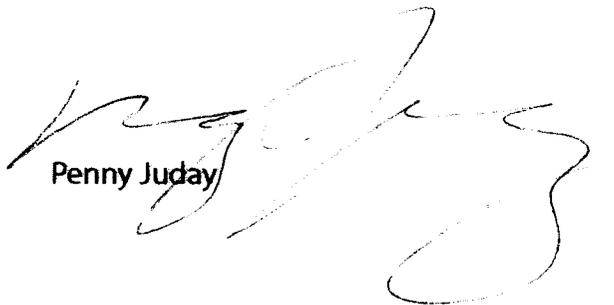
The Lost Box

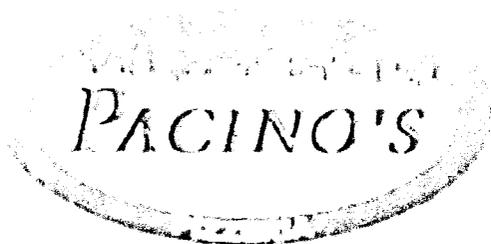
125 W. Tehachapi Blvd., Tehachapi, CA 93561
661-551-1665

Aug. 9, 2011

Dear Anthony,

This years Taste of Tehachapi was a wonderful opportunity for our new store to introduce ourselves to the citizens of Tehachapi as well as visitors from the surrounding areas. We haven't seen such a tremendous crowd gathering in the center of town in our memory, and we made a lot of friends, and the event was the topic of conversation with new customers who came to the store in the following days. Thanks for the invitation to this well organized gathering.


Penny Juday



8.30.11

To: Taste of Tehachapi

From: Pacino's Spaghetti Factory

Re: Tehachapi Food & Wine Festival

We just wanted to take a moment to congratulate you and thank you for another successful year of the 5th annual Tehachapi Food & Wine Festival. Every year the festival grows and improves and this year was no exception. The attendance increased, the organization improved and the new festival footprint worked out well and made downtown Tehachapi look great.

Our restaurant experienced an increase in our business the entire weekend as numerous people were staying for all the events including the Tehachapi Food & Wine Festival and the Discover Tehachapi Weekend.

Pacino's looks forward to participating in next year's festival.

Thank you,

Frank Spaccarelli

A handwritten signature in cursive script that reads "Frank Spaccarelli". The signature is written in black ink and is positioned below the printed name.

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 15, 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 Russ Lawson from the Church of Christ

PLEDGE TO THE FLAG

Led by Councilmember Wiggins

CONSENT AGENDA

Approved consent agenda subject to removal of item *4 by Mayor Grimes and amending *10 to include "subject to city attorney approval"

Approved Consent Agenda
Subject To Removal Of Item
*4 and amending *10 to
include "subject to city
attorney approval"
Ve/Wi Ayes All

AUDIENCE ORAL COMMUNICATIONS

1. General public comments regarding matters not listed as an agenda item were received from:
 - a. Stan Beckham, city resident, asked about RDA funds and how much city needs to pay the state.

- b. Anthony McDemus, Taste of Tehachapi, thanked City for support of their very successful event.
- c. Lori McKenzie, Main Street, spoke about Oktoberfest.
- d. Carl Gehricke, city resident, commented on water on Curry Street due to construction.

CITY CLERK REPORTS

- *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 - **APPROVED AND FILED.**
- *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 – **THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA BY MAYOR GRIMES FOR FURTHER DISCUSSION; GREG GARRET GAVE REPORT AND SUGGESTED AN ALTERNATE LOCATION FOR EVENT; CATHY OWENS BASSLER, CITY BUSINESS OWNER, COMMENTED ON ROAD CLOSURE AND EVENT EFFECT ON BUSINESS; ED GORDON, CITY BUSINESS OWNER, COMMENTED ON PARKING DURING EVENTS; DEBBIE SZYDLOWSKI, CITY BUSINESS OWNER, COMMENTED ON ROAD CLOSURES EFFECTING BUSINESS; CARL GEHRICKE, MOUNTAIN FESTIVAL CHAIRMAN, COMMENTED ON PARADE ROUTE AND ASKED ABOUT OPENING CURRY STREET TO ALLEY; MARY LOU VACHON, CITY BUSINESS OWNER, COMMENTED ON EVENTS EFFECT ON CITY; CRAIG BRITTON, CITY BUSINESS OWNER, SPOKE ABOUT LOCAL BUSINESSES RELYING ON LOCAL PEOPLE; COLLEEN KOHNEN, CITY BUSINESS OWNER, SPOKE ABOUT OKTOBERFEST EVENT; CHRIS WILSON, SPOKE ABOUT BUSINESSES NEED TO CAPITALIZE ON TOURIST TRAFFIC THESE EVENTS BRING; MICHELLE VANCE, CITY RESIDENT, COMMENTED ON DOWNTOWN EXPERIENCE; RAY HADDAD, CITY BUSINESS OWNER, THANKED CITY FOR ENHANCING THE DOWNTOWN AREA; ANTHONY MCDEMUS COMMENTED ON TOURISM'S EFFECT ON ECONOMIC DEVELOPMENT; COUNCILMEMBER SMITH ASKED FOR CLARIFICATION ON TRAFFIC ROUTES, ABOUT ALLEY ACCESS DURING EVENT AND REQUESTED SIGNS LETTING PEOPLE KNOW ABOUT ALLEY ACCESS; COUNCILMEMBER VERNON COMMENTED THAT EVENTS HELP OUR BUSINESSES; COUNCILMEMBER**

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

Approved & Filed
Ve/Wi Ayes All

Approve The Main Street
Special Use Application For
Oktoberfest & The Alternate
Street Closures, Subject To
City Conditions
Sm/Ve Ayes All

<p>WIGGINS SAID THAT BUSINESSES NEED TO CAPITALIZE ON CROWDS THE EVENTS BRING TO CITY; APPROVE THE MAIN STREET SPECIAL USE APPLICATION FOR OKTOBERFEST AND THE ALTERNATE STREET CLOSURES, SUBJECT TO CITY CONDITIONS.</p>	
<p>*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 – APPROVED THE TVRPD SPECIAL USE APPLICATION FOR THE SUMMER FUN RUN EVENT AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS.</p>	<p>Approved The TVRPD Special Use Application For The Summer Fun Run Event & Associated Street Closures, Subject To City Conditions Ve/Wi Ayes All</p>
<p>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 – CITY CLERK DENISE JONES GAVE REPORT; MARY LOU VACHON WAS PRESENT AND GAVE A PRESENTATION; MAYOR GRIMES REPORTED THAT ADAM JENKINS COULD NOT ATTEND MEETING AND GAVE SOME BACKGROUND INFORMATION ON HIM.</p>	
<p>MAYOR GRIMES OPENED NOMINATIONS.</p>	<p>Gr Opened Nominations</p>
<p>COUNCILMEMBER VERNON NOMINATED MARY LOU VACHON.</p>	<p>Ve Nominated</p>
<p>MAYOR GRIMES CLOSED NOMINATIONS AT 6:53 PM.</p>	<p>Gr Closed Nominations</p>
<p>MAYOR GRIMES, COUNCILMEMBERS SMITH, VERNON, AND WIGGINS VOTED FOR MARY LOU VACHON.</p>	<p>Gr, Sm, Ve & Wi Voted For Mary Lou Vachon</p>
<p>MARY LOU VACHON WAS DECLARED TEHACHAPI PLANNING COMMISSIONER, TERM EXPIRING ON JUNE 30, 2014.</p>	<p>Appointed Mary Lou Vachon To The Tehachapi Planning Commission</p>
<p><u>FINANCE DIRECTOR REPORTS</u></p>	
<p>*7. Disbursements, bills, and claims for 8/1/2011 through 8/9/2011 – AUTHORIZED PAYMENTS.</p>	<p>Authorized Payments Ve/Wi Ayes All</p>
<p>*8. City of Tehachapi Treasurer’s Report through July 2011– RECEIVED REPORT.</p>	<p>Received Report Ve/Wi Ayes All</p>

9. As required by AB 26, the City of Tehachapi needs to approve an Enforceable Obligation Payment Schedule by adopting a resolution – **FINANCE DIRECTOR HANNAH CHUNG GAVE REPORT; MAYOR GRIMES ASKED IF CITY COULD OPT-OUT AT ANY TIME; COUNCILMEMBER VERNON EXPRESSED HER SUPPORT; COUNCILMEMBER SMITH ASKED HOW THIS AFFECTS WHAT IS GOING ON IN THE COURTS; ADOPTED RDA RESOLUTION 11-04 IMPLEMENTING AN ENFORCEABLE OBLIGATION PAYMENT SCHEDULE.**

Adopted RDA Res. No. 11-04 Implementing An Enforceable Obligation Payment Schedule

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 – **AWARDED BID TO KERN ASPHALT COMPANY AND APPROVED AGREEMENT WITH THE SAME TO REPAIR 648 SQUARE FEET OF DENNISON ROAD FOR A TOTAL OF \$7,195.00, SUBJECT TO CITY ATTORNEY APPROVAL OF AGREEMENT.**

**Awarded Bid To Kern Asphalt Company & Approved Agreement With The Same To Repair 648 Sq FT Of Dennison Road For A Total Of \$7,195.00, Subject To City Attorney Approval Of Agreement
Ve/Wi Ayes All**

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 – **COMMUNITY DEVELOPMENT DIRECTOR DAVID JAMES GAVE REPORT; COUNCILMEMBER VERNON COMMENTED ON LEAGUE OF CITIES MEETING SHE ATTENDED REGARDING THIS ISSUE AND ASKED ABOUT ADDING CONDITIONS; MAYOR GRIMES POINTED OUT THAT THIS IS ONLY AN INTRODUCTION; STAN BECKHAM, CITY RESIDENT, COMMENTED ON TYPES OF PEOPLE WHO STAY IN THESE HOMES; CRAIG BRITTON, CITY RESIDENT, THINKS THE CITY SHOULD WAIT; INTRODUCED ORDINANCE AMENDING ORDINANCE NOS. 572 AND 613 AND SUBSECTION 1 OF THE TEHACHAPI MUNICIPAL SECTION 18.18.020 RELATING TO GROUP HOMES SERVING SIX (6) OR FEWER PEOPLE**

**Introduced Ord Amending Ord. Nos. 572 & 613 & Subsection 1 Of The Tehachapi Municipal Section 18.18.020 Relating To Group Homes Serving Six (6) Or Fewer People
Sm/Ve Ayes All**

CITY MANAGER REPORTS

12. Addendum and Amendment to Communications Site Lease Agreement between TOWERCO Assets LLC and the City of Tehachapi – **CITY MANAGER GREG GARRETT GAVE REPORT; COUNCILMEMBER SMITH ASKED FOR CLARIFICATION ON AGREEMENT; CARL GEHRICKE, CITY RESIDENT CLARIFIED CHANGES IN CELL PHONE COMPANY NAMES; APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE ADDENDUM**

**Approved & Authorized The Mayor To Sign The Addendum & Amendment To Communications Site Lease Agreement (Ground) Between C.O.T. & Towerco Assets LLC
Wi/Sm Ayes All**

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 – **CITY MANAGER GREG GARRETT GAVE REPORT; APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND GEORGE SANDY**

Approved & Authorized The Mayor To Sign The Noncommercial Hangar Ground Lease Agreement Between C.O.T. & George Sandy
Ve/Sm Ayes All

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

Gave Report

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Wiggins gave report on how much money the City spent on the Senior Citizen Center.
2. Councilmember Vernon thanked the Mayor for her appointment to LAFCO and gave report on meeting she attended in Bakersfield featuring Senator McCarthy.

CLOSED SESSION

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

Approved Minutes
Ve/Sm Ayes All

ADJOURNMENT

The City Council/Boards adjourned at 7:24 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Tuesday, September 6, 2011, at 6:00 p.m.

DENISE JONES
City Clerk, City of Tehachapi

Approved this 6th day
Of September, 2011.

ED GRIMES
Mayor, City of Tehachapi

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0	Check Date: ?	Vendor: 0035	BC Laboratories, Inc.	
B104796	Wtr/samples/Dennison Well		08/03/2011	15.00
B105053	Wtr/samples/Dennison Well		08/05/2011	15.00
B105134 1	Wtr/samples/Tanglewood/Oakwood		08/10/2011	50.00
B104877 1	Wtr/samples/Wahlstrom Well/Curry Wel		08/05/2011	100.00
B104797	Wtr/samples/Curry Resv.		08/05/2011	15.00
B105054	Wtr/samples/Curry Resv.		08/10/2011	15.00
B105134 2	Wtr/samples/Mojave Well		08/10/2011	24.00
B104877 2	Wtr/samples/Wahlstrom Well/Curry Wel		08/05/2011	24.00
B105589	Swr/samples/WWTP headworks		08/18/2011	210.00
B105062	Swr/samples/WWTP headworks		08/05/2011	210.00
			Check Total:	678.00
Check No: 0	Check Date: ?	Vendor: 0060	BSK Analytical Laboratories	
A111307	Swr/analysis/freshwater		05/31/2011	183.00
A111309	Swr/analysis/effluent		05/31/2011	144.00
A111314	Swr/analysis/storm water		05/31/2011	110.00
			Check Total:	437.00
Check No: 0	Check Date: ?	Vendor: 0061	BSK Associates	
0061813	CD/construction testing/Teh Village		07/31/2011	790.00
			Check Total:	790.00
Check No: 0	Check Date: ?	Vendor: 0155	FedEx	
795062737920	CD/standard overnight		08/10/2011	29.33
863052347824	CD/standard overnight		08/02/2011	29.10
863052347813	Admin fees AD 89-2		08/17/2011	28.38
			Check Total:	86.81
Check No: 0	Check Date: ?	Vendor: 0182	P&J Electric	
4023	A/trble shoot ntwrk cabinet & beacon		07/29/2011	373.00
			Check Total:	373.00
Check No: 0	Check Date: ?	Vendor: 0184	Granite Construction Company	
159216	Strts/3/8" cold mix		08/09/2011	2,340.99
158885	Wtr/1/2" type b		07/27/2011	425.76
			Check Total:	2,766.75
Check No: 0	Check Date: ?	Vendor: 0193	Hach Company	
7363822	Wtr/chlorine		08/04/2011	195.06
			Check Total:	195.06
Check No: 0	Check Date: ?	Vendor: 0248	Klein's Fire Protection & Exti	
10361	A/annual service/extinguishers		06/08/2011	48.00
			Check Total:	48.00
Check No: 0	Check Date: ?	Vendor: 0263	Lebeau, Thelen, LLP	
2 07312011	GG/legal srvc-Walmart		07/31/2011	11,291.00
20 07312011	PW/legal fees Bond Safeguard Insuran		07/31/2011	129.50
1 01312011	PD/legal srvc/Pitchess		01/31/2011	1,202.66
7 07312011	PD/legal srvc-Pitchess		07/31/2011	116.00
32 07312011	legal srvc-extra ordinary		07/31/2011	4,266.00
			Check Total:	17,005.16
Check No: 0	Check Date: ?	Vendor: 0300	Mission Linen & Uniform Servic	
140154434	PW/srvc chrg/cover/twl cntr/disp/hnd		08/09/2011	69.91
140155634	PW/srvc chrg/twl cntr/disp/hndcl		08/16/2011	66.26
140156829	PW/srvc chrg/twl cntr/fender auto cv		08/23/2011	69.91

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				206.08
Check No: 0	Check Date: ?	Vendor: 0304	Mojave Sanitation	
1869581	PW/lrg truck/trailer/green waste/tra		07/31/2011	475.34
Check Total:				475.34
Check No: 0	Check Date: ?	Vendor: 0362	RSI Petroleum Products	
0245421	PW/fuel		08/11/2011	1,479.67
0244760 2	PW/fuel		07/14/2011	2.37
0245177	Swr/fuel		08/02/2011	1,635.61
0036734	Swr/diesel fuel		08/02/2011	553.02
Check Total:				3,670.67
Check No: 0	Check Date: ?	Vendor: 0373	Thomas F. Schroeter, Attorney @ Law	
082511 5	GG/Legal srvc/July 16 thru Aug		08/25/2011	3,894.00
082511 3	Wtr/Legal srvc-extra/July 16 thru Au		08/25/2011	12.00
082511 1	Swr/Legal srvc-extra/July 16 thru Au		08/25/2011	42.00
082511 2	Arprt/Legal srvc-extra/July 16 thru		08/25/2011	702.00
082511 4	RDA/Legal srvc/July 16 thru Aug		08/25/2011	48.00
Check Total:				4,698.00
Check No: 0	Check Date: ?	Vendor: 0424	Greater Tehachapi Chamber of C	
5611	GG/44 Mtn Festival T-shirts		09/15/2011	506.00
Check Total:				506.00
Check No: 0	Check Date: ?	Vendor: 0426	Tehachapi-Cummings County Wate	
362553	Wtr/usage/TUSD		07/31/2011	11,219.16
9188800	Wtr/usage/Benz Sanitation		07/31/2011	195.26
2040300	Wtr/usage/Henway		07/31/2011	109.12
36109400	Wtr/usage/Chemtool		07/31/2011	533.27
11-032	W/recharge water		08/10/2011	97,000.00
24083000	LLD/usage/Warrior Park		07/31/2011	1,361.77
517290	LLD/usage/Median		07/31/2011	55.44
13264900	LLD/usage/Landscaping		07/31/2011	1,938.02
Check Total:				112,412.04
Check No: 0	Check Date: ?	Vendor: 0430	Tehachapi Lumber Company	
130966	GG/2 1/2 pvc conduit coupler		08/08/2011	2.99
130967	GG/2 1/2 type 40 pvc conduit		08/08/2011	9.64
130805	GG/spring door adj		07/25/2011	6.96
130792	GG/pvc conduit couplers/line reel		07/25/2011	22.28
131042	GG/bullet & recept/vinyl insul/ring		08/15/2011	52.54
131043	GG/box rags/tape/wire connectors/wir		08/15/2011	18.82
130761	Cnst/nozzle gun/hose flexogen		07/21/2011	27.33
131009	Strts/rack truck f/5 gal jug		08/10/2011	60.05
131003	Strts/20 gallon galv trash can		08/10/2011	21.44
130968	Strts/wall scraper/4" brush		08/09/2011	20.89
130958	Strts/pipe pvc		08/08/2011	12.86
130984	W/wasp & hornet spray		08/09/2011	10.70
131050	W/ball valve		08/15/2011	17.15
130572	LLD/rebar		07/06/2011	451.44
130891	LLD/rebar/gloves		08/01/2011	152.88
130888	LLD/jointer mason barrel		08/01/2011	19.50
130653	LLD/6D bright duplex/container/pail		07/13/2011	52.30
130670	LLD/masonry blade		07/14/2011	4.82
130722	LLD/sand std/bb mix/sand blocks/pall		07/19/2011	1,963.01
131075	LLD/2x4 20' df std/brtr s4s		08/18/2011	8.60
130724	LLD/desert pallet credit return		07/19/2011	-284.92

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				2,651.28
Check No: 0	Check Date: ?	Vendor: 0441	Vulcan Materials Company	
479810	LLD/3/8"6skaepm		07/15/2011	1,508.52
497242	LLD/block wall/6sk		07/31/2011	1,260.12
504621	LLD/block wall/3/8" 6skaepm		08/10/2011	948.33
453784	LLD/6.0 sk 3/8 pump		07/17/2011	633.53
Check Total:				4,350.50
Check No: 0	Check Date: ?	Vendor: 0445	Tehachapi Senior Center, Inc.	
092011	Senior Nutrition program/September 2		09/01/2011	100.00
1043308990	PW/labor chrg/install/r&R stove @ TS		05/24/2011	211.91
Check Total:				311.91
Check No: 0	Check Date: ?	Vendor: 0446	Tehachapi Unified School Dist.	
12-01-1104 1	GG/football field w-lights/4th July		08/12/2011	540.00
12-01-1104 2	CD/THS gym/Wal-Mart		08/12/2011	760.50
Check Total:				1,300.50
Check No: 0	Check Date: ?	Vendor: 0476	WITTS Everything for the Office	
118035-0 1	GG/cdr disc		08/09/2011	19.79
118272-0	GG/binder/desk director holder		08/23/2011	42.87
118047-0	GG/ink crt paper/labels/folders/rbal		08/10/2011	198.63
118035-0 2	CD/cd/dvd envelopes		08/09/2011	10.18
118021-0 1	PD/paper		08/08/2011	68.62
118039-0	PD/duster cleaner		08/09/2011	21.43
118021-0 2	PD/toilet tissue		08/08/2011	77.21
Check Total:				438.73
Check No: 0	Check Date: ?	Vendor: 0490	Crenshaw Traffic Engineering	
11-007	CD/traffic impact stdy/wind turbine		08/05/2011	1,250.00
Check Total:				1,250.00
Check No: 0	Check Date: ?	Vendor: 0498	Interstate Battery System	
22233525	Wtr/2 mtjp-78/cores picked up		08/18/2011	205.81
Check Total:				205.81
Check No: 0	Check Date: ?	Vendor: 0525	All American Tire & Service Ce	
33428	PW/computerized alignment		08/22/2011	89.95
33412	Lndscp/flat repair		08/17/2011	15.00
33370	Cnst/brake shoes/r&r rear brakes		08/05/2011	156.53
33410	Cnst/hub bearing assembly r&R		08/17/2011	519.89
33366	Strts/mount & dismount/tube		08/04/2011	22.27
Check Total:				803.64
Check No: 0	Check Date: ?	Vendor: 0543	BSE Rents	
Order# 355863	Wtr/shovel		08/18/2011	7.28
Order# 355390	Wtr/ht cor shovel		08/10/2011	20.62
Check Total:				27.90
Check No: 0	Check Date: ?	Vendor: 0620	Mountain Gardens Nursery	
30680	Swr/food goldfish hbi		08/15/2011	18.22
Check Total:				18.22
Check No: 0	Check Date: ?	Vendor: 0972	The Tire Store	
72209	Cnst/oil filter		07/19/2011	33.00
Check Total:				33.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 86096	Check Date: ? Strts/broom sweeping service July 20	Vendor: 1032	Jack Davenport Sweeping Services, I 07/31/2011	8,640.00
			Check Total:	8,640.00
Check No: 0 0018399	Check Date: ? GG/contract srvcs/sales tax 3rd Qtrtr	Vendor: 1034	Hinderliter deLlamas & Associa 08/15/2011	1,365.97
			Check Total:	1,365.97
Check No: 0 4030 4041	Check Date: ? GG/letterhead/envelopes PD/business cards/MPalmateer	Vendor: 1055	Mercury Graphics 07/28/2011 08/24/2011	259.55 63.28
			Check Total:	322.83
Check No: 0 3739 082211	Check Date: ? RDA/legal defense fund assmnt #2	Vendor: 1212	California Redevelopment Assoc 08/22/2011	200.00
			Check Total:	200.00
Check No: 0 24109 1 24110 1 24109 2 24158 24110 2 24110 3	Check Date: ? PW/uinorms Lndsp/uniforms Cnst/uinorms PD/mugs/Policeman's Ball Wtr/uniforms Swr/uniforms	Vendor: 1286	M&M's Sports Uniforms & Embroi 07/21/2011 07/21/2011 07/21/2011 07/29/2011 07/21/2011 07/21/2011	426.34 62.16 226.68 522.84 279.69 279.69
			Check Total:	1,797.40
Check No: 0 080311	Check Date: ? A/parts/repair light @ transit parki	Vendor: 1403	John M. Ables 08/03/2011	296.45
			Check Total:	296.45
Check No: 0 304513	Check Date: ? LLD/amiad auto cleaning water filter	Vendor: 1413	Kern Turf Supply, Inc. 07/12/2011	4,568.85
			Check Total:	4,568.85
Check No: 0 874325ER	Check Date: ? GG/admin fees	Vendor: 1442	FLEX ONE AFLAC 09/01/2011	50.00
			Check Total:	50.00
Check No: 0 1097302	Check Date: ? PW/sunscreen towelettes/duct tape/ke	Vendor: 1495	Ace Industrial Supply 07/15/2011	845.58
			Check Total:	845.58
Check No: 0 1864592 1868300 1831361 1869280	Check Date: ? PblcWrks/rolloff service/gate fee/re PblcWrks/toilet service & rental PW/KC gate & recycling fee/800 Enter PW/finance charge	Vendor: 1505 Acct. No. 365420501 Acct. No. 966755300 Acct. No. 975428800 Acct. No. 975428800	Benz Construction Services 07/25/2011 08/01/2011 05/31/2011 07/31/2011	384.81 55.00 467.63 7.10
			Check Total:	914.54
Check No: 0 0018748	Check Date: ? Finance/HR Annual Maintenance	Vendor: 1658	Springbrook Software, Inc. 08/25/2011	1,450.00
			Check Total:	1,450.00
Check No: 0 081111	Check Date: ? CD/mileage reimbursement/GenPlan mtt	Vendor: 1679	Marcia Smith 08/11/2011	119.25
			Check Total:	119.25

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 080311	Check Date: ? A/reg. renewal/retail mtr fuel meter	Vendor: 1743	County of Kern Department of A 08/03/2011	140.00
			Check Total:	140.00
Check No: 0 3272397 3446482 3383413 3416577 3404499 3271886	Check Date: ? Wtr/mag. antenna Wtr/3 pvc s40 cplg Wtr/b12 conc mtr boxes/lid/box Wtr/conc meter box/lid Wtr/utility box/lid m/water/flg wtr Wtr/24 mtr usg w/dialog 3g register	Vendor: 1801	HD Supply Waterworks, LTD 08/18/2011 08/11/2011 08/04/2011 08/09/2011 08/09/2011 08/04/2011	178.42 4.98 851.48 82.24 1,486.49 6,344.66
			Check Total:	8,948.27
Check No: 0 111-10466	Check Date: ? Wtr/CCR management srvc program	Vendor: 1855	Gemini Group L.L.C. 06/09/2011	2,501.56
			Check Total:	2,501.56
Check No: 0 4724	Check Date: ? RDA/Public Semi annual investment	Vendor: 1865	Kern EDC 07/01/2011	5,000.00
			Check Total:	5,000.00
Check No: 0 092011	Check Date: ? PD/dispatch service for September 20	Vendor: 1866	Bear Valley CSD 09/01/2011	33,697.09
			Check Total:	33,697.09
Check No: 0 619-36897615	Check Date: ? PW/wiper 50 lb	Vendor: 1935	Unisource Worldwide, Inc. 08/01/2011	950.24
			Check Total:	950.24
Check No: 0 081711 081611 1 081611 2	Check Date: ? PW/saw chain/side cvr for saw PW/battery sp 35 PW/weedeater strap	Vendor: 1947	Tehachapi Lawn and Garden 08/17/2011 08/16/2011 08/16/2011	67.75 58.98 19.28
			Check Total:	146.01
Check No: 0 949228 1 909617 949228 4 949228 5 949228 3 949228 2 949228 6	Check Date: ? GG/alarm monitoring/115 S Robinson GG/remote programming/alarm codes GG/alarm monitoring/108 Pinon PW/alarm monitoring/800 Enterprise Wtr/alarm monitoring/100 CommWay A/alarm monitoring/314 N Hayes Phone line backup/314 N Hayes	Vendor: 1982	SSD Systems 08/11/2011 08/24/2011 08/11/2011 08/11/2011 08/11/2011 08/11/2011 08/11/2011	33.00 29.60 33.00 30.00 33.00 33.00 22.00
			Check Total:	213.60
Check No: 0 712900 712985 703420 102109 6102011 711979 711222 710580 713211 709026	Check Date: ? GG/battery/core deposit/start fluid/ GG/fuel line hose/clamp PW/core deposit PW/pymnt adj PW/pymnt adj Strts/rocker switch W/oil filter/adaptor trailer wire W/oil filter/air filter Arpt/fix a flat/bat chgr A/butt connector/bolt/fuse kit	Vendor: 2111	Swift Napa Auto Parts 08/17/2011 08/18/2011 05/20/2011 10/21/2009 06/10/2011 08/09/2011 08/03/2011 07/28/2011 08/19/2011 07/13/2011	175.26 21.28 -35.72 -0.01 -4.50 25.19 27.86 89.53 90.59 195.44
			Check Total:	584.92

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 7407813	Check Date: ? Wtr/vitrified clay pipe/bubbler fauc	Vendor: 2134	Ferguson Enterprises, Inc #632 08/10/2011	532.15
			Check Total:	532.15
Check No: 0 145481 AUG2815	Check Date: ? GG/coffee/coffee supplies GG/rental water cooler	Vendor: 2147	Coffee Break Service, Inc. 08/03/2011 08/08/2011	68.00 26.95
			Check Total:	94.95
Check No: 0 1107229 1108078	Check Date: ? Wtr/chlor sol Wtr/chlor sol	Vendor: 2200	Argo Chemical 07/28/2011 08/09/2011	1,051.40 438.08
			Check Total:	1,489.48
Check No: 0 1036350 1036722	Check Date: ? Str/reduce w/arrow signs Str/reduce w/arrow signs	Vendor: 2228	Traffic Control Service, Inc. 08/11/2011 08/15/2011	151.43 39.89
			Check Total:	191.32
Check No: 0 4109	Check Date: ? GG/PWS audio/speakers/cablng	Vendor: 2236	Pacific West Sound, Inc. 08/18/2011	1,248.93
			Check Total:	1,248.93
Check No: 0 070111	Check Date: ? CD/subscription	Vendor: 2570	EDM Publishers, Inc. 07/01/2011	98.78
			Check Total:	98.78
Check No: 0 714585-F	Check Date: ? Strts/markings/paint	Vendor: 2583	Safety Striping Service, Inc. 07/30/2011	22,948.50
			Check Total:	22,948.50
Check No: 0 0068651	Check Date: ? Swr/throttle cable/termination kit	Vendor: 2611	Municipal Maintenance Equipmen 08/04/2011	140.95
			Check Total:	140.95
Check No: 0 1719	Check Date: ? PD/contract srvc/background investig	Vendor: 2748	RCS Investigations & Consultin 08/16/2011	1,250.00
			Check Total:	1,250.00
Check No: 0 0351-737676 0351-738814	Check Date: ? GG/150 watt mh med b GG/hid lamp/bollards	Vendor: 2776	Consolidated Electrical Dist. 08/04/2011 08/16/2011	612.40 375.80
			Check Total:	988.20
Check No: 0 081511	Check Date: ? GG/TMRA/PRCA rodeo T-shirts	Vendor: 2812	Tehachapi Mountain Rodeo Assoc 08/15/2011	400.00
			Check Total:	400.00
Check No: 0 864181 1 864181 2	Check Date: ? PD/fingerprint apps PD/fingerprint-FBI	Vendor: 2874	Department of Justice, Account 08/03/2011 08/03/2011	32.00 19.00
			Check Total:	51.00
Check No: 0 4191 1 4200 1 4191 2 4200 2	Check Date: ? GG/cleaning/115 S Robinson GG/cleaning/115 S Robinson PD/cleaning/129 E F PD/cleaning/129 E F	Vendor: 2892	Mountain Maintenance Group, In 08/09/2011 08/26/2011 08/09/2011 08/26/2011	240.00 480.00 300.00 600.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
4202	Depot/cleaning/101 W Teh		08/26/2011	250.00
4193	Depot/cleaning/101 W Teh blv		08/09/2011	250.00
4192	A/cleaning/314 N Hayes		08/09/2011	50.00
4201	A/cleaning/314 N Hayes		08/26/2011	100.00
Check Total:				2,270.00
Check No: 0	Check Date: ?	Vendor: 2914	CivicPlus	
91742	GG/monthly fee for hosting & support		09/01/2011	546.25
Check Total:				546.25
Check No: 0	Check Date: ?	Vendor: 2978	Andy Gump, Inc	
B10081	PW/fence & gate rent		08/11/2011	88.80
Check Total:				88.80
Check No: 0	Check Date: ?	Vendor: 2981	Burke, Williams & Sorenson, LL	
148709	A/R Foreclosure-various 89-2		08/08/2011	4,713.23
Check Total:				4,713.23
Check No: 0	Check Date: ?	Vendor: 3051	Tehachapi Transmissions, Inc.	
2641	PD/sensor		08/15/2011	74.50
2601	PD/igniton switch/frnt rght head lig		07/28/2011	161.91
2600	PD/head light		07/28/2011	11.00
2634	PD/sprk plugs/fuel filters/oil filte		08/11/2011	1,242.33
2605	PD/frnt brake set/exhaust mnfld gaske		07/29/2011	740.80
Check Total:				2,230.54
Check No: 0	Check Date: ?	Vendor: 3066	AECOM Technical Services, Inc.	
37151816A	GG/engineering meetings		08/08/2011	2,073.23
37151838C	PblcWrks/tract 6216 (Legal)		08/08/2011	92.50
37151816B	CommDev/planning assistance		08/08/2011	1,890.55
37151639A	CommDev/Village at Teh		08/08/2011	1,688.03
37151838A	CommDev/Village at Teh		08/08/2011	2,035.00
37151639B	CommDev/SCE expansion		08/08/2011	1,132.05
37151838B	CommDev/SCE expansion		08/08/2011	462.50
37152109	Teh traffic model & study prjct		08/08/2011	6,076.04
37151625	Dwntwn BeautificationPh2/admin prjct		08/08/2011	11,816.33
37151612	Teh blv imprvmnts prjct ph IV		08/08/2011	113.74
37152048	New Treatment Plant/upgrade prjct		08/08/2011	12,655.29
Check Total:				40,035.26
Check No: 0	Check Date: ?	Vendor: 3083	Hub International	
082011	Special Event Insurance Deposit/THS		08/23/2011	146.67
Check Total:				146.67
Check No: 0	Check Date: ?	Vendor: 3094	Dunn Edwards Corporation	
2056078774	Strts/rac v switch tip		07/13/2011	48.94
Check Total:				48.94
Check No: 0	Check Date: ?	Vendor: 3104	Hilltop Publishers	
23934 1	GG/color ad/City Council notice		08/21/2011	190.00
23810	GG/color ads		08/05/2011	530.00
23934 2	GG/color ad/Employment Opportunities		08/21/2011	190.00
Check Total:				910.00
Check No: 0	Check Date: ?	Vendor: 3135	Juan Acuna	
402846	LLD/2 pumps/12 yards		08/18/2011	640.00
402844	LLD/pulled /block wall		07/28/2011	620.00
Check Total:				1,260.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0 575712193001	Check Date: ? PD/clasp envelopes	Vendor: 3217	Office Depot 08/19/2011	14.48
575711705001	PD/binder clips/correc tape/memo boo		08/19/2011	289.89
			Check Total:	304.37
Check No: 0 50003101	Check Date: ? CD/annual commitment for order 92544	Vendor: 3277	CoreLogic Information Solution 08/23/2011	2,700.00
			Check Total:	2,700.00
Check No: 0 W05006187	Check Date: ? Cnstr/tripod adapter/level transit	Vendor: 3278	Hub Construction Specialties, 07/14/2011	710.00
			Check Total:	710.00
Check No: 0 152224-1151	Check Date: ? CommDev/membership/subscriptions	Vendor: 3399	American Planning Association 06/17/2011	433.00
			Check Total:	433.00
Check No: 0 08112011	Check Date: ? A/cutting of 55 gal oil drums	Vendor: 3400	Ed McKay 08/11/2011	950.00
			Check Total:	950.00
Check No: 0 081311	Check Date: ? GG/full page ad 2011 Tomahawk progra	Vendor: 3401	Tehachapi Youth Football 08/13/2011	200.00
			Check Total:	200.00
Check No: 0 082011	Check Date: ? Special Event Insurance Deposit/refu	Vendor: 3404	THS Class of 91 Reunion 08/20/2011	200.00
			Check Total:	200.00
Check No: 0 5085 54367	Check Date: ? Finance/Audit srvc through July 31,	Vendor: 3405	Teaman, Ramirez & Smith 08/23/2011	18,000.00
			Check Total:	18,000.00
			Report Total:	333,673.28

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 34272 081111	Check Date: 08/11/2011 GenGov/Fall Sports Advertising 2011-	Vendor: 2580	Tehachapi Warriors Booster Clu 08/11/2011	175.00
			Check Total:	175.00
			Report Total:	0.00 175.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 34344	Check Date: 08/16/2011	Vendor: 1851	AT&T	
080111	GenGov/white page account		08/01/2011	11.71
			Check Total:	11.71
Check No: 34345	Check Date: 08/16/2011	Vendor: 2963	AT&T	
0806111	GenGov/115 S Robinson st		08/06/2011	482.12
0806112	GenGov/fax/Pinon		08/06/2011	15.05
0806113	GenGov/115 S Robinson st/fax		08/06/2011	58.09
0806114	PblcWrks/fax		08/06/2011	30.08
0806115	PD/breath alizer machine		08/06/2011	15.49
0806116	Depot		08/06/2011	45.63
0806117	Wtr/fax		08/06/2011	46.55
0806118	Swr/WWTP office		08/06/2011	63.68
0806119	Swr/scada		08/06/2011	75.48
08061110	Swr/lift station		08/06/2011	15.56
08061111	Swr/100 CommWay		08/06/2011	15.49
08061112	Swr/fuel sys		08/06/2011	15.49
08061113	Swr/awos		08/06/2011	15.18
			Check Total:	893.89
Check No: 34346	Check Date: 08/16/2011	Vendor: 3274	Bright House Networks	
082111	GenGov/internet services		08/21/2011	144.52
			Check Total:	144.52
Check No: 34347	Check Date: 08/16/2011	Vendor: 1739	Chevron & Texaco Business Card	
080511 1	GenGov/Fleet vehicle fuel		08/05/2011	87.41
080511 2	PD/Fleet vehicle fuel		08/05/2011	5,618.79
			Check Total:	5,706.20
Check No: 34348	Check Date: 08/16/2011	Vendor: 0395	The Gas Company	
081011 1	PD/heating & ac/129 E F st		08/10/2011	22.26
080911 2	Wtr/heating & ac/100 CommWay		08/09/2011	15.37
080911 3	Arprt/heating & ac/409 Bryan ct		08/09/2011	21.77
			Check Total:	59.40
Check No: 34349	Check Date: 08/16/2011	Vendor: 2695	Home Depot Credit Services	
9027250	GenGov/100' ftnyftp		07/25/2011	78.62
9995139	GenGov/12 str rd		07/25/2011	161.44
9997099	GenGov/film aid		08/04/2011	42.21
6993700	PblcWrks/grease caps		07/18/2011	12.60
7131152	PblcWrks/hose repair		07/27/2011	9.16
6104621	PblcWrks/rat trap		07/28/2011	4.23
4994257	PblcWrks/sockets		07/20/2011	10.14
1028284	PblcWrks/anglvll/solder/fip toilet/		08/02/2011	55.88
3992574	Cnstctn/30ft tape		07/11/2011	28.66
7010557	Cnstren/lxt battery		07/27/2011	209.65
3010120	Cnstctn/hose repair		07/21/2011	63.13
9313043	Cnstctn/25w halogena		08/04/2011	12.52
9011164	Cnstctn/3" dobies		08/04/2011	4.05
4042642	PD/outlets		07/20/2011	7.25
3992618	Strts/prmr		07/11/2011	8.09
0582270	Strts/flat black		08/03/2011	5.87
3025408	Stts/tip guard		07/11/2011	16.07
4026548	Strts/tip extnsion		07/20/2011	26.52
7027518	Strts/ga str		07/27/2011	25.88
0014842	Strts/yrd bags/mason line		07/14/2011	84.65
3994361	Dwntwn Beautification Ph 2/reg flag		07/21/2011	8.56
6015092	Wtr/hs blades		07/18/2011	6.84
8027342	Wtr/5000 plus		07/26/2011	20.46
6993791	Wtr/80# crack/zinc couplg/wtr nzzl		07/18/2011	39.73

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
5993877	Wtr/80# crack re		07/19/2011	5.71
3994330	Wtr/paint		07/21/2011	11.30
5996045	Wtr/bottle water		07/29/2011	35.97
9011126	Wtr/80# crack		08/04/2011	39.94
9566021	Wtr/sprayer/barb/splicer/clamps/adap		08/04/2011	37.55
9011190	Wtr/80# crack		08/04/2011	5.71
4994107	Wtr/gloves		07/20/2011	10.69
1574949	Wtr/wl jk adpts		08/02/2011	47.66
4994239	Wtr/pvc cplg		07/20/2011	10.69
7104525	Wtr/shkbt clip/adaptr/pvc pipe		07/27/2011	4.20
9566033	Wtr/union		08/04/2011	6.82
8995373	Swr/hexnuts		07/26/2011	13.95
7995560	Swr/tubing/twist conn/cable/con ext		07/27/2011	16.97
3135147	Swr/rope/shovel lhrp		07/11/2011	57.71
1123082	Swr/shovel lhrp		07/13/2011	47.06
6130297	Swr/hitchpin/pond pump		07/18/2011	48.21
8995444	Swr/heatgun		07/26/2011	64.32
7104575	Swr/fish tape		07/27/2011	8.57
0028499	Swr/web filter/mag light		08/03/2011	38.44
9997117	Swr/lithium 4pk		08/04/2011	10.69
9995270	Arprt/vinyl tube/drill pump		07/25/2011	30.68
3025498	Arprt/insect spry/noz/plugs/hose rck		07/11/2011	242.77
0993217	Arprt/5/16 bo bit		07/14/2011	11.23
6015136	Arprt/hose pipe/comp coup		07/18/2011	6.32
6026352	Arprt/padlock/kwiksetkey		07/18/2011	19.87
5026500	Arprt/starter		07/19/2011	26.25
8581998	Arprt/shop towels/tape/sprayer/spray		07/26/2011	121.42
7010478	Arprt/pex pipe/wire rope/bushings/cl		07/27/2011	212.26
4130487	Arprt/stake		07/20/2011	44.98
7027542	Arprt/clip/blk knip		07/27/2011	7.45
7995556	Arprt/wire rope/anc/turnbuckle		07/27/2011	17.50
0144679	Arprt/rake/beddg fork/kneel cushn/ta		08/03/2011	99.45
8027346	LLD/hi str epoxy		07/26/2011	188.68
7014163	LLD/epoxy		07/07/2011	68.92
0014838	LLD/wire ties		07/14/2011	15.18
6015138	LLD/hi str epoxy		07/18/2011	183.23
8995317	LLD/gy5		07/26/2011	58.64
8995416	LLD/bosch bit		07/26/2011	34.04
7010526	LLD/foam tape/dobies		07/27/2011	49.16
6010583	LLD/2x10 20 gdf		07/28/2011	111.46
Check Total:				3,013.86

Check No:	34350	Check Date:	08/16/2011	Vendor:	0372	Southern California Edison	
0805114	Strts/100 W Teh blv #B					08/05/2011	118.52
0805115	Strts/101 W F st					08/05/2011	203.75
0805116	Strts/Tr 2995 Oakwood/Val					08/05/2011	7,263.81
08051110	Strts/Teh/Tucker					08/05/2011	48.49
08091111	Strts/1300 Goodrick dr #Z					08/09/2011	21.99
08051112	Strts/Curry st S/O Pinon st					08/05/2011	15.05
08051113	Strts/800 S Curry st					08/05/2011	32.54
08031114	Strts/Highway 202					08/03/2011	52.05
08041115	Strts/Curry					08/04/2011	9,135.99
08041116	Strts/Curry st/Walnut					08/04/2011	16.16
08021117	Strts/303 E ave D					08/02/2011	15.18
08051118	Strts/Tucker rd/Hwy 202					08/05/2011	169.91
08051119	Strts/Mill and J st					08/05/2011	71.08
08051120	Strts/F st E/O Mulberry					08/05/2011	178.40
08051121	Strts/213 W I st					08/05/2011	11.02
08051122	Strts/Mill and J st					08/05/2011	107.53
08051123	Strts/Highline & Curry					08/05/2011	16.16

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
08051124	Strts/Mill st S/O E st		08/05/2011	11.02
08051125	Strts/Tucker/Valley		08/05/2011	126.17
08051126	Strts/710 W Teh blv		08/05/2011	159.03
08051127	Strts/Teh blv/Dennison		08/05/2011	12.28
08051128	Strts/Dennison/Brett av		08/05/2011	42.66
08051129	Strts/Goodrick dr E/O Dennison		08/05/2011	197.14
08051130	Strts/Valley blv W/O Dennison		08/05/2011	394.28
08061131	Strts/Manzanite/Green		08/06/2011	272.85
08061132	Strts/Dennison/Pinon st		08/06/2011	1,213.41
08061133	Strts/Mulberry/Brentwood		08/06/2011	73.87
08051134	Strts/Tr 45361 Mulberry ap		08/05/2011	54.91
08021135	Strts/326 E D st		08/02/2011	19.80
08061135	Wtr/129 Brentwood dr		08/06/2011	3,345.92
08061136	Wtr/Wht Oak Extnd-E-Cury		08/06/2011	1,540.24
08051137	Wtr/Pinon		08/05/2011	3,170.43
08051138	Wtr/1299 S Curry st		08/05/2011	2,904.69
0810111	Wtr/126 S Snyder av		08/10/2011	123.84
0810112	Wtr/NW cor Anita/Dennison		08/10/2011	3,772.29
0805119	Swr/000000 Teh blv		08/05/2011	157.41
08091139	Swr/755 Steuber Well		08/09/2011	134.17
08091140	Arprt/NE cor Teh Airport		08/09/2011	20.52
08091141	Arprt/Dennison S/O Hwy 58		08/09/2011	144.19
0805117	Strts/Tr 2995 Oakwood/Val		08/05/2011	252.96
08051142	LLD/180 Valley		08/05/2011	21.26
0805118	Strts/Tr 2995 Oakwood/Val		08/05/2011	179.52
08051143	LLD/115 Manzanita ln		08/05/2011	21.26
08051144	LLD/311 Sutter st		08/05/2011	21.46
08051145	LLD/501 1/2 Piono		08/05/2011	21.26
0809113	LLD/115 Manzanita st		08/09/2011	22.44
0809114	LLD/209 E Highline rd PED		08/09/2011	22.72
08041146	LLD/1347 Clasico dr PED		08/06/2011	22.14
08041147	LLD/1115 Alder av PED		08/06/2011	23.50
08041148	LLD/1415 Alder av PED		08/06/2011	21.26
0809115	LLD/1199 Canyon drive East		08/09/2011	21.26
0809116	LLD/1200 S Dennison		08/09/2011	20.91
0809117	LLD/1202 S Dennison		08/09/2011	22.27
0809118	LLD/1000 Canyon drive West		08/09/2011	21.26
08061149	LLD/Mill st/D st		08/06/2011	76.13
Check Total:				36,160.36
Check No: 34351	Check Date: 08/16/2011	Vendor: 0433	Tehachapi Recycling, Inc.	
07032011	Recycling contract		08/09/2011	13,356.51
Check Total:				13,356.51
Check No: 34352	Check Date: 08/16/2011	Vendor: 0434	Tehachapi Sanitation	
07012011	Kern County gate fees		08/09/2011	12,509.54
07222011	Refuse contract		08/09/2011	62,863.67
Check Total:				75,373.21
Check No: 34353	Check Date: 08/16/2011	Vendor: 3011	Verizon Wireless	
0999794090	PD/mobile broadband		08/01/2011	318.39
Check Total:				318.39
Report Total:				135,038.05

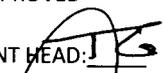
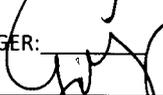
<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 34354		Check Date: 08/16/2011		
		Vendor: 3066		
		AECOM Technical Services, Inc.		
37144295C 1	GenGov/planning assistance/TVHD mttm		07/18/2011	606.00
37144295C 2	GenGov/planning assistance/modify co		07/18/2011	462.50
37144295C 3	CommDev/planning assistance/modify c		07/18/2011	462.50
37144117	CommDev/PM 10997		07/18/2011	117.00
		Check Total:		1,648.00
Check No: 34355		Check Date: 08/16/2011		
		Vendor: 0842		
		Kern County Roads Department		
0511 2	Dial A Ride/Less farebox revenue/May		08/16/2011	-394.11
0611 2	Dial A Ride/Less farebox revenue/Jun		08/16/2011	-293.79
0511 1	Dial A Ride/Operation costs/May 2011		08/16/2011	10,608.95
0611 1	Dial A Ride/Operation costs/June 201		08/16/2011	11,350.69
		Check Total:		21,271.74
Check No: 34356		Check Date: 08/16/2011		
		Vendor: 3219		
		Seifel Consulting, Inc.		
10950	RDA/on-call redevelopment services		08/10/2011	499.80
		Check Total:		499.80
Check No: 34357		Check Date: 08/16/2011		
		Vendor: 0441		
		Vulcan Materials Company		
0470345	2500 3/8" 6skaepm min load		06/27/2011	1,023.76
		Check Total:		1,023.76
		Report Total:		24,443.30

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 34358	Check Date: 08/24/2011	Vendor: 2963	AT&T	
2570857	PD/T1 line		08/11/2011	303.31
2581025	PD/subscriber access line		08/13/2011	177.51
			Check Total:	480.82
Check No: 34359	Check Date: 08/24/2011	Vendor: 3403	AV Casino	
56114	PD/Policeman's Ball/tables/craps/rou		07/31/2011	908.94
			Check Total:	908.94
Check No: 34360	Check Date: 08/24/2011	Vendor: 3402	California Community Foundatio	
08182011 1	PD/DNA Awareness Forum/D.Brown		08/18/2011	50.00
08182011 2	PD/DNA Awareness Forum/K. Paille		08/18/2011	50.00
			Check Total:	100.00
Check No: 34361	Check Date: 08/24/2011	Vendor: 0395	The Gas Company	
090711	GG/heating & ac/108 Pinon		09/07/2011	20.65
			Check Total:	20.65
Check No: 34362	Check Date: 08/24/2011	Vendor: 1708	JoRonCo Rentals	
02-033092-06	PD/Policeman's Ball/grdn pole/table/		08/17/2011	325.84
			Check Total:	325.84
Check No: 34363	Check Date: 08/24/2011	Vendor: 2955	Maureen Kane & Associates, Inc.	
080911	Clerk/TTC registration/A. Whitmore		08/09/2011	1,280.00
			Check Total:	1,280.00
Check No: 34364	Check Date: 08/24/2011	Vendor: 1469	Kern County Auditor-Controller	
070611 2	CD/CEQA fee/AD&SPR No. 2011-03		07/06/2011	50.00
			Check Total:	50.00
Check No: 34365	Check Date: 08/24/2011	Vendor: 0372	Southern California Edison	
0820111	GG/311 E D st		08/20/2011	223.85
0818112	GG/115 S Robinson		08/18/2011	1,266.62
0818114	GG/303 E D		08/18/2011	25.11
0818115	GG/108 Pinon		08/18/2011	117.00
0818119	GG/late chrg frm Jul 20, 2011		08/18/2011	17.56
08181110	PW/800 Enterprise Misc-charges		08/18/2011	85.04
08181111	PW/800 Enterprise shop		08/18/2011	32.56
0818113	PD/129 E F		08/18/2011	1,577.12
08201113	Parks/114 S Green		08/20/2011	224.67
08171114	Strs/800 S Curry st #A		08/17/2011	43.49
0818117	Wtr/100 CommWay		08/18/2011	186.15
0818118	Wtr/101 CommWay		08/18/2011	145.71
08181112	Swr/800 Enterprise maintenance		08/18/2011	455.50
0818116	A/314 N Hayes st # B		08/18/2011	360.15
08181116	A/314 N Hayes st		08/18/2011	47.67
08181117	A/9999 1/2 Hayes		08/18/2011	72.18
08181118	A/316 S Mojave st		08/18/2011	40.29
08181119	A/Teh Airport 4		08/18/2011	15.18
08201115	LLD/318 E E st		08/20/2011	60.12
			Check Total:	4,995.97
			Report Total:	8,162.22

COUNCIL REPORTS

AGENDA SECTION: AIRPORT MANAGER REPORTS

MEETING DATE: SEPTEMBER 6, 2011

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: AUGUST 30, 2011

SUBJECT: NEW TIE DOWN LEASE AGREEMENT

Background:

A new Tie-Down Ground Lease per Resolution No. 4-01. Mr. Charles Patterson would like to "tie down" his Mooney at Tehachapi Municipal Airport.

Fiscal Impact:

Will generate \$705.39 per year.

Recommendation:

APPROVE THE TIE-DOWN LEASE AGREEMENT

TIEDOWN RENTAL AGREEMENT

(Tehachapi Airport)

THIS AGREEMENT, made this 6th day of September 2011, by and between the CITY OF TEHACHAPI, hereinafter referred to as "CITY", and, Charles W. Patterson hereinafter referred to as "TENANT".

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

1. PREMISES:

CITY does hereby rent to TENANT, and TENANT hereby hires from CITY, those certain premises situated in the City of Tehachapi, County of Kern, State of California, hereinafter referred to as the "premises", as follows: An area located on the tiedown area of the Tehachapi Airport (the "Airport"), and designated by the CITY as Tiedown Space.

2. TERM:

The term of this agreement shall be for a period of thirty (30) days, commencing on September 6th 2011, and continuing thereafter on a month-to-month basis until terminated by either party hereto upon thirty (30) days prior written notice to the other party.

3. RENTAL CONSIDERATION:

As and for rental, TENANT agrees to pay to CITY, the sum of \$58.80 per month payable in advance on the first day of each month commencing October 1, 2011, provided however that if TENANT should fail to pay the rental when required herein a penalty equal to ten percent (10%) per month on the unpaid balance or portion thereof shall be charged until paid in full. CITY reserves the right to modify the rental in CITY'S sole and absolute discretion upon thirty days prior written notice to TENANT. Notwithstanding the forgoing, on February 1, of each calendar year, the monthly rental shall be increased (but never decreased) for said calendar year by the percentage increase 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 for the calendar year immediately preceding the commencement of the prior calendar year and the Index published for the calendar year immediately preceding the commencement of the new calendar year. City shall endeavor to notify Tenant in writing of said rental increase prior to February 1 of each year or as soon thereafter as the increase is known

to City, provided however that said increase shall become effective on the first day of February of each calendar year whether or not such notice is given or received prior to February 1. Rental payments not received by City on the first day of the month when due shall be deemed delinquent.

4. PURPOSE:

The premises shall be used only for the purpose of storing an aircraft owned or leased by the TENANT; however, the TENANT'S automobile or other transportation vehicle may be parked on the premises for a maximum of one (1) week, unless a written approval for an extended period is first obtained from the Tehachapi City Manager or designee.

5. CONDITION PRECEDENT:

Before this agreement becomes effective the following information must be supplied by TENANT to and verified by CITY, after which such verified information shall be inserted in the appropriate blanks of this paragraph, as follows:

Description of Plane: N-Number: N-31617
Manufacturer: Mooney
Model: M-20E

Name & Address of Registered Owner(s): Charles W. Patterson
24261 Rowel Ct.
Tehachapi CA, 93561

Home Telephone of Registered Owner(s): 661-821-1910

Name & Address of TENANT'S Aircraft Insurer: Falcon Insurance Agency – See Form

Telephone Number of TENANT'S Aircraft Insurer: _____

Type of Insurance: _____ Policy #: _____

6. USE OF PREMISES:

TENANT agrees, at his sole cost and expense and throughout the term of this agreement, to do the following:

- a. To notify the Tehachapi City Manager, in writing, within ten (10) days of any change in the information furnished to CITY pursuant to Paragraph 5 above;
- b. To abide by all laws, rules and regulations of the Federal Aviation Administration, the State of California, the County of Kern, the City of Tehachapi, and of all other duly constituted public agencies or authorities having jurisdiction over any part of the premises or the Airport;
- c. Not to allow the use of the premises by any other person or entity, without first obtaining the written consent of the Tehachapi City Manager; and
- d. To properly tiedown any aircraft parked on the premises.

7. INDEMNIFICATION; INSURANCE:

TENANT, in order to protect CITY, its agents, officers, councilmembers, commissioners, and employees, against all claims and liability for death, injury, loss, and damage as a result of TENANT'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 agreement and covering all TENANT'S operations and activities on the airport, a Comprehensive General Liability 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 in an amount of \$500,000.00; provided, however, that if TENANT'S policy limits damages for bodily injury to less than \$500,000.00, CITY shall accept the policy as being in full compliance herewith provided damages for bodily injury in a single incident are not less than \$250,000.00. Said policy of insurance shall:

- (1) name the CITY, its officers, councilmembers, commissioners, agents and employees as additional insureds; and
- (2) be primary insurance as to any other insurance CITY possesses, and any other such insurance that CITY may possess shall be considered excess insurance only; and
- (3) 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
- (4) not be canceled or modified except on at least thirty (30) days' prior written notice to CITY.

Within ten (10) days after the date of this agreement, and prior to taking possession of the premises, TENANT shall file with the Tehachapi City Manager a duly certified Certificate of Insurance and appropriate endorsements evidencing that the above requirements have been complied with.

In the event that TENANT fails to take out or keep in effect such policy or policies or to furnish evidence thereof to CITY, CITY may terminate this agreement upon ten (10) days prior written notice to TENANT.

8. DEFAULT:

In the event TENANT breaches this agreement or is otherwise in default of any of the terms or conditions herein, then this agreement shall automatically terminate and except as officers described herein be of no further force or effect upon CITY giving TENANT three days (3) written notice of TENANT'S breach or default and TENANT failing to cure the breach or default within said three days, and TENANT shall immediately surrender possession of the premises to CITY. CITY shall have the right to recover damages from TENANT as provided in California Civil Code Section 1951.2, as well as passed due rentals and CITY shall

have all other remedies available hereunder and at law and in equity.

9. GENERAL PROVISIONS:

The parties hereto further agree as follows:

- a. That TENANT will not hold City or any of its officers, councilmembers, commissioners, agents, or employees (the "Others") responsible for any loss occasioned by fire, theft, rain, windstorm, hail, flooding, earthquake or vandalism whether said event be the direct, indirect or merely a contributing factor in producing the loss to any airplane or authorized vehicle that may be located or stored on the premises or any other location at the Airport and TENANT hereby releases City and others from same; and, TENANT further agrees that the airplanes and other authorized vehicles and the contents thereof are stored at TENANT'S sole risk and responsibility; and TENANT assumes the risk of damage or loss to all of the foregoing;
- b. That the CITY may enter upon the premises at any reasonable time for the purpose of inspecting same and to make any repairs, additions or alterations which it may determine necessary for the protection or preservation of the premises; also the City Manager or designee may move planes in emergencies and/or if necessary for the efficient operation of the Airport and TENANT hereby consents to same.
- c. That TENANT accepts the premises on an "as is" basis; further, the CITY disclaims, and TENANT accepts such disclaimer, any warranty, either express or implied, of the condition, use, or fitness of the premises, the tiedown rings, ropes, or chains used to secure airplanes, and the TENANT assumes full responsibility to furnish any equipment at his sole expense necessary to properly secure sole aircraft;
- d. That TENANT accepts and recognizes that he and his agents are solely responsible for placing chocks, and tying down and checking his own aircraft; TENANT further agrees not to do engine run ups for mag checks in the tiedown area;
- e. That TENANT hereby acknowledges receipt of a copy of this agreement and may request a copy of the rules and regulations of the Airport as set forth in the applicable rules, regulations and ordinances of the City, and said rules, regulations and ordinances are hereby specifically incorporated by reference herein as though fully set forth herein, and TENANT agrees to comply with same;
- f. That any notice desired or required to be served by either party to this agreement upon the other party may be delivered personally or served by depositing the notice in the United States mail in a sealed envelope, postage prepaid, addressed as follows:

TO CITY: City Manager
City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93561-1722

TO TENANT: Charles W. Patterson
24261 Rowel Ct.
Tehachapi, CA 93561

or to such other address as the respective party may hereinafter in writing to the other designate, the manner herein described;

- g. That time is the essence of this agreement and due performance of the terms, conditions and covenants herein contained by the TENANT are specifically made conditions precedent to his right to peaceable possession thereof;
- h. That in the event that either party files suit to enforce any term, covenant or condition hereof, or to enforce the payment of any money due, then the losing party in such action shall pay to the prevailing party his or its attorney's fees and costs in said action, such sum to be added to and made a part of any judgment recovered by the prevailing party;
- i. That as used herein, the masculine, feminine, or neuter gender, and the singular or plural number shall be deemed to include the other whenever the context so indicates;
- j. That this agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto;
- k. That his agreement shall be governed by and construed in accordance with the laws of the State of California;
- l. That this agreement may only be amended by a writing executed by all parties;
- m. That the captions herein are not a part of this agreement and shall not be used in interpreting this agreement;
- n. That waiver by a party of any provision of this agreement shall not be construed a continuing waiver or a waiver of any other provision, including the time for performance of any provision.
- o. That if any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be effected, impaired, or invalidated thereby.
- p. That the parties agree that this agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined

against the party so drafting the agreement.

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

CITY:

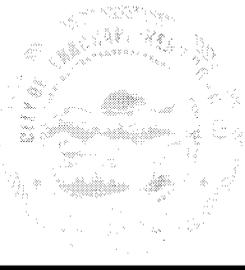
TENANT: Charles W. Patterson

CITY OF TEHACHAPI

BY: _____
Mayor of the City of Tehachapi

BY: _____

TIEDOWN SPACE # B-3



COUNCIL REPORTS

AGENDA SECTION: AIRPORT MANAGER REPORTS

MEETING DATE: SEPTEMBER 6, 2011

APPROVED
DEPARTMENT HEAD: <u>KS</u>
CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: AUGUST 30, 2011

SUBJECT: HARTMAN GROUND LEASE 20W

Background:

Pierre Hartman would like to make improvements to his hangar of which the ground lease terminates on June 15th, 2012. Mr. Hartman requests council to approve his next ground lease before the investment on improvements is made. The new lease would have language included to start only after the current lease has terminated.

Fiscal Impact:

The current lease agreement generates \$1,042.28. The new lease will generate \$956.16

Recommendation:

APPROVE THE NEW LEASE WITH LANGUAGE TO COMMENCE ON JUNE 16, 2012.

NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT

(Tehachapi Airport) 20W

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this 6th day of September, 2011, to be effective on the 16th day of June, 2012 (the "Effective Date") by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and Pierre M. Hartman, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, as of the date of execution of this Lease, Lessee has an existing lease with Lessor which terminates on or about June 16, 2012 (the "Existing Lease"); and

WHEREAS, Lessee would like to construct substantial improvements on his Leased Premises but wants to be assured that the Existing Lease will be renewed upon its expiration; and

WHEREAS, Lessor is agreeable to entering into a new lease with Lessee to become effective upon expiration of the Existing Lease and Lessee is agreeable thereto; and

WHEREAS, the Effective Date of this Lease shall be upon expiration of the Existing Lease which shall remain in full force and effect until the end of its Lease Term; and

WHEREAS, this Lease shall become effective on the Effective Date provided Lessee is not in default of its Existing Lease.

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 June 16th, 2012, and terminating on June 16th, 2032 (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 \$77.76 per month payable in advance on the first day of each month commencing July 1, 2012. 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 subleasee 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 of 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: Pierre M. Hartman
21208 Mountain Drive
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 executed this Lease to be effective on the Effective Date.

LESSOR:

CITY OF TEHACHAPI

By: _____

ED GRIMES
Mayor of the City of Tehachapi, California

LESSEE:

By: _____

Pierre M. Hartman



COUNCIL REPORTS

AGENDA SECTION: AIRPORT MANAGER REPORTS

MEETING DATE: SEPTEMBER 6, 2011

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature in blue ink over the City Manager line]

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: AUGUST 30, 2011

SUBJECT: STONE GROUND LEASE

Background:

On September 5th, 2011, an Assignment of Hangar Ground Lease was made between Julie Zweigle and Doug Stone. Robin Stone, representative of the estate of Doug Stone, now wishes to surrender the ground lease back to the City of Tehachapi.

Fiscal Impact:

The current lease agreement generates \$ 1,575 per year.

Recommendation:

APPROVE THE AGREEMENT FOR CANCELLATION AND SURRENDER OF GROUND LEASE BETWEEN THE CITY OF TEHACHAPI AND ROBIN STONE.

**AGREEMENT FOR CANCELLATION
AND SURRENDER OF GROUND LEASE
(Tehachapi Airport)**

THIS CANCELLATION AND SURRENDER made this 25 day of Aug, 2011, by and between the CITY OF TEHACHAPI ("Lessor") and ROBIN STONE, individually and as representative of the Estate of DOUG STONE ("Lessees"),

W I T N E S S E T H :

WHEREAS, Lessees became the lessees under that certain lease between the Lessor and DAVE ZWEIGLE and JULIE ZWEIGLE dated May 1, 2007 (the "Lease") by assignment approved by the Lessor; and

WHEREAS, Lessees are in full compliance with all of the terms and conditions of the Lease; and

WHEREAS, Lessees wish to cancel the Lease and surrender it and Lessor is agreeable thereto under the terms and conditions described hereinafter.

NOW, THEREFORE, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Subject to the terms and conditions of this Agreement, the parties hereby cancel the Lease and all of Lessees' right, title, and interest in same and each party hereby releases the other from any obligations thereunder. Subject to the terms and conditions of this Agreement, Lessees hereby surrender the leased premises to Lessor and Lessor accepts same.
3. Lessees hereby represent and warrant the following: (a) that Lessees have not assigned, sublet, or otherwise transferred any right, title, or interest in the Lease nor encumbered same and that same is free and clear of all liens or encumbrances; (b) that

Lessees have full authority to cancel the Lease and surrender the leased premises; (c) that Lessees have not used, spilled, stored, or placed on the leased premises any toxic or hazardous materials that has resulted in the contamination of the leased premises nor allowed others to do so; (d) that Lessees have not initiated any construction of improvements on the leased premises or, if Lessees have done so, Lessees have paid all contractors with regard to same in full; and (e) that neither Lessee has filed a voluntary petition in bankruptcy nor is either the subject of an involuntary petition nor is either contemplating same nor is either aware of the pending nature of any such involuntary petition.

4. Lessees hereby indemnify, agree to defend, and hold harmless, City, its officers, Councilmembers, commissioners, employees, and representatives from and against any and all claims for injury, damage, judgments, costs, losses, expenses, liabilities, and actions including, without limitation, liability for injuries to person or persons or damage to property, arising out of or in any way connected with Lessees' use, occupancy or operation of the leased premises during the term of the Lease and prior to the date of this Agreement or resulting from or arising out of the failure of any of any Lessee's representations and warranties hereunder.

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

6. This Agreement may be executed in counterparts.

7. This Agreement may not be amended or modified except in a writing executed by all parties.

8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes any prior oral or written agreements with regard thereto.

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

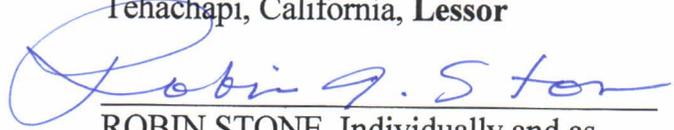
10. Simultaneously with the execution of this Agreement, Lessees have executed a quitclaim of their interest in the Lease and a conveyance of the leased premises to Lessor.

///

///

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

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



ROBIN STONE, Individually and as
Representative of the Estate of DOUG
STONE, **Lessees**



COUNCIL REPORTS

AGENDA SECTION: AIRPORT MANAGER REPORTS

MEETING DATE: SEPTEMBER 6, 2011

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature in blue ink over the signature lines]

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: AUGUST 30, 2011

SUBJECT: WILHELM LEASE AMENDMENT

Background:

Mr. Wilhelm entered into a Noncommercial Hangar Ground Lease agreement with the City of Tehachapi on February 7, 2011. The rate was 5.5 cents per a square foot. According to council Resolution No. 12-01, dated March 19, 2001 the rate should be 4.86 cents per square foot. This amended agreement will correct the error. Mr. Wilhelm will be issued a credit in the amount of \$75.28.

Fiscal Impact:

The current lease agreement generates \$970.20 per year. The amended agreement, per Resolution no. 12-01, will generate \$857.28

Recommendation:

APPROVE THE AMENDMENT TO THE CURRENT LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND JAMES S./BARBARA J. WILHELM PER RESOLUTION 12-01 AT THE CURRENT RATE OF 4.86 CENTS PER SQUARE FOOT.

**FIRST AMENDMENT TO NONCOMMERCIAL
HANGAR GROUND LEASE AGREEMENT**

THIS AMENDMENT (the "Amendment") made this 6th day of September, 2011, by and between the CITY OF TEHACHAPI, (the "Lessor") and JAMES S. WILHELM and BARBARA J. WILHELM (the "Lessee"),

WITNESSETH :

WHEREAS, Lessor and Lessee entered into that certain hangar ground lease agreement dated February 7, 2011 (the "Lease"); and

WHEREAS, the rent was charged at the rate of 5.5 cents per square foot for a total monthly rental of \$80.85 but the parties have now determined that the lease rate should have been 4.86 cents per square foot and the rent \$71.44 per month; and

WHEREAS, the parties wish to amend the Lease to provide for the reduced rental.

NOW, THEREFORE, the parties hereby amend the Lease as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. The capitalized terms used herein shall have the same meaning as in the Lease unless otherwise specifically described herein.
3. The parties hereby amend Paragraph 4 of the Lease to replace the rent of \$80.85 with \$71.44 and the rent shall henceforth be \$71.44 per month subject to increase pursuant to the Consumer Price Index as otherwise described in the Lease. The parties agree that this Amendment shall be retroactive to the effective date of the Lease and that the Lessor shall credit Lessee with any overpayment of rent, without interest, on Lessee's next lease payment.
4. Except as amended herein, the Lease and each of its terms and conditions shall remain in full force and effect. In the event any ambiguity or uncertainty between the

Lease and this Amendment, this Amendment shall prevail.

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

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

JAMES S. WILHELM, "**Lessee**"

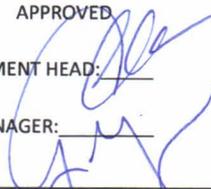
BARBARA J. WILHELM, "**Lessee**"



COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: SEPTEMBER 6, 2011

APPROVED:	
DEPARTMENT HEAD:	_____
CITY MANAGER:	_____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, CAPITAL PROJECTS MANAGER

DATE: AUGUST 31, 2011

SUBJECT: AIRFIELD PAVEMENT MAINTENANCE PROJECT – GRANT AGREEMENT

BACKGROUND:

As the Council is aware, the Tehachapi Municipal Airport is entitled to Capital Improvement funds from the Federal Aviation Administration (FAA) each year. In order to receive these funds, Staff must submit a pre-application to the FAA which is reviewed and approved for project readiness and availability. Upon receiving this determination, Staff must then bid the project via typical public contracting procedures and submit the lowest responsible bidder and accompanying application back to the FAA for their review and approval. Upon approval, a Grant Agreement is provided by the FAA stipulating funding and the accompanying regulatory requirements that the City must abide by.

The Grant Agreement for this project obligates the FAA to fund 95% of the Airfield Pavement Maintenance Project, AIP No. 3-06-0253-011-2011, up to a maximum of \$140,890.00. Additionally, it obligates the City to abide by the "Terms and Conditions of Accepting Airport Improvement Program Grants."

RECOMMENDATION

APPROVE AND AUTHORIZE THE MAYOR AND CITY ATTORNEY TO SIGN THE GRANT AGREEMENT FOR PROJECT NUMBER 3-06-0253-011-2011 BETWEEN THE CITY OF TEHACHAPI AND THE FEDERAL AVIATION ADMINISTRATION



U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Los Angeles Airports District Office

P.O. Box 92007
Los Angeles, CA 90009-2007

August 30, 2011

Mr. Tom Glasgow
Airport Manager
City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93561

Dear Mr. Glasgow:

**Tehachapi Municipal Airport
Fiscal Year 2011 Grant Offer
AIP No. 3-06-0253-011-2011**

The Tehachapi Municipal Airport, Fiscal Year 2011 Airport Improvement Program (AIP) Project No. 3-06-0253-011-2011, has been approved. Enclosed are three copies of the grant agreement, under which the United States commits itself to participate in the allowable cost of the project not to exceed **\$140,890.00**.

Your acceptance of the grant offer will obligate the City of Tehachapi (sponsor) to accomplish the described development without undue delay. An official of the sponsor shall accept this offer on or before **September 12, 2011**, by signing the enclosed grant agreement in the space provided.

The date of the execution of the grant agreement should be the same as, or later than, the "Date of Offer" on page one. The date of attorney's signature must be the same or later than, the date of execution.

When the documents are fully executed, certified, attested, and the appropriate seals impressed, **please return two copies to our office.**

Sincerely,

**ORIGINAL SIGNED BY
RUBEN C. CABALBAG**

Ruben C. Cabalbag
Assistant Manager, Los Angeles Airports District Office

Enclosures



GRANT AGREEMENT

U. S. Department of Transportation
Federal Aviation Administration

Date of Offer: August 30, 2011
Project Number: AIP 3-06-0253-011-2011

Recipient: City of Tehachapi (Herein called "Sponsor")
Airport: Tehachapi Municipal

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety five percent (95%) of the allowable costs incurred in accomplishing the project consisting of the following:

"Pavement Rehabilitation of Taxiway A and Apron; joint and crack seal; re-coat pavement markings"

as more particularly described in the Project Application dated August 30, 2011.

The maximum obligation of the United States payable under this Offer shall be \$140,890.00 for airport development, \$0.00 for noise program implementation, \$0.00 for land, and \$0.00 for planning.

This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

ORIGINAL SIGNED BY
RUBEN C. CABALBAG

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Ruben Cabalbag
Assistant Manager, Los Angeles Airports District Office

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein, in the Project Application, and in the May 2011 "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on August 16, 2011.

Executed this ___ day of September, 2011 ___

Signature of "Sponsor"'s Designated Official Representative

(Seal)

Title

CERTIFICATE OF "SPONSOR" 'S ATTORNEY

I, _____, acting as Attorney for the "Sponsor" do hereby certify: That in my opinion the "Sponsor" is empowered to enter into the foregoing Grant Agreement under the laws of California. Further, I have examined the foregoing Grant Agreement, and the actions taken by said "Sponsor" relating thereto, and find that the acceptance thereof by said "Sponsor" 's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the "Sponsor", there are no legal impediments that will prevent full performance by the "Sponsor". Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the "Sponsor" in accordance with the terms thereof.

Signature of Sponsor's Attorney

Executed this ___ day of _____, 2011

PROJECT NO.: AIP 3-06-0253-011-2011

DATE OF GRANT OFFER: August 30, 2011

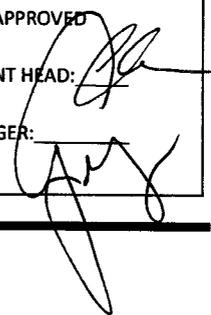
ATTACHMENT A: SPECIAL CONDITIONS

1. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **September 12, 2011** or such subsequent date as may be prescribed in writing by the FAA.
2. **CONSTRUCTION SAFETY PLAN:** It is understood and agreed by and between the parties hereto that the Sponsor shall develop a construction safety plan that is acceptable to the FAA for the airport construction project as described in the Project Application and that the United States will not make nor be obligated to make payments involving the aforesaid airport construction project until the Sponsor has submitted a construction safety plan that is acceptable to the FAA in and to said airport construction project (or any portion thereof for which grant payment is sought).

COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: SEPTEMBER 6, 2011

APPROVED:	
DEPARTMENT HEAD:	
CITY MANAGER:	

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, CAPITAL PROJECTS MANAGER

DATE: AUGUST 31, 2011

SUBJECT: AIRFIELD PAVEMENT MAINTENANCE PROJECT – CALTRANS MATCH

BACKGROUND:

As the Council is aware, the City has been awarded an Airport Improvement Program (AIP) grant from the Federal Aviation Administration for the construction of the Airfield Pavement Maintenance Project. This grant will cover 95% of the cost of construction with the City funding the 5% match.

In addition to the FAA funds, Caltrans Aeronautics has funds specifically designated to be used for AIP grants. Through this program, Caltrans will provide matching funds equal to 2.5% of the funds provided by the FAA which works out to roughly 2.7% of the total project costs. Should the City be awarded this grant, our match would then be lowered to roughly 2.3% of the total project cost.

In order to apply for this funding, a resolution must be adopted by the City Council.

RECOMMENDATION:

APPROVE THE RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

WHEREAS, the City of Tehachapi and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0253-011-2011 for the Airfield Pavement Maintenance Project at the Tehachapi Municipal Airport; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of up to 2.5% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the City Council to adopt a resolution authorizing the submission of an application for an AIP Matching grant;

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

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Tehachapi does hereby authorize the City Manager of the City of Tehachapi, to sign any documents required to apply for and accept these subject funds on behalf of the City of Tehachapi.

ADOPTED and APPROVED this 20th day of June, 2011.

ED GRIMES, MAYOR
CITY OF TEHACHAPI

ATTEST:

DENISE JONES, CITY CLERK

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION
 DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

PUBLIC ENTITY	AIRPORT NAME	PERMIT NO.
CONTACT NAME	TITLE	
BUSINESS ADDRESS	BUSINESS PHONE	

PART II. PROJECT INFORMATION

Verify that project is within the Department's most recent Capital Improvement Plan: YES NO If no, then project is not eligible for grant funds.

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT(as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan): Attach Additional Sheets If Necessary	FEDERAL GRANT	\$
	APPLICANT FUNDS	\$
	STATE * FUNDS	\$
	TOTAL COST OF PROJECT	\$
* Maximum is 5% of the federal grant amount		

PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval (*resolution or minute order*) as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
 1. Copy of Notice of Exemption or provide the Categorical Exemption Class # _____ (CEQA Guidelines Sections 15300-15333)
 2. Copy of Notice of Determination or provide the following information:
 - Environmental Impact Report (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - Negative Declaration (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - National Environmental Policy Act (NEPA) document (Title/Date) _____
 (NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

PART IV. AUTHORIZATION

AUTHORIZED OFFICIAL'S SIGNATURE	TITLE
PRINT NAME	DATE

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - MS #40
P. O. BOX 942874
SACRAMENTO, CA 94274-0001



COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: SEPTEMBER 6, 2011

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, CAPITAL PROJECTS MANAGER

DATE: AUGUST 31, 2011

SUBJECT: AIRFIELD PAVEMENT MAINTENANCE PROJECT - AWARD

BACKGROUND:

As the Council is aware, the City of Tehachapi has been awarded entitlement funding from the Federal Aviation Administration (FAA) for the Tehachapi Airfield Maintenance Project in an amount not to exceed \$140,890.00. On August 9, 2011, bids for the Tehachapi Airfield Pavement Maintenance Project, were opened, with a summary of said bids being provided below.

Contractor	Bid Amount
ANM Construction and Engineering	\$111,405.00

Although only one bid was received, the bid was below the Engineer's Estimate for the project of \$120,300.00.

FISCAL IMPACT:

This project is 95% funded through entitlement funding, which includes construction, construction administration, and construction observation expenses. Should the Council choose to award this project, it is expected that the City's total match component, including construction, construction administration and construction observation would total approximately \$7500.

RECOMMENDATION:

AWARD THE TEHACHAPI AIRFIELD PAVEMENT PROJECT TO ANM CONSTRUCTION AND ENGINEERING IN THE AMOUNT OF \$111,405.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE AWARDED AMOUNT (OR \$5,570.25)

Tehachapi Municipal Airport
Airfield Pavement Maintenance
 BID SUMMARY: 2:00 PM, August 9, 2011

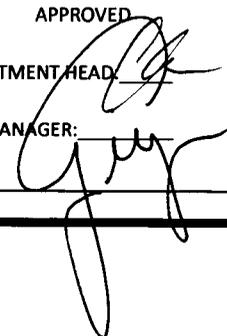
				ENGINEER'S ESTIMATE		ANM Construction & Engineering Lancaster					
Item	Description	Unit	Qty.	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
BID											
1	Mobilization	LS	1.0	\$7,000.00	\$7,000.00	\$8,600.00	\$8,600.00				
2	Clean, Fill, and Seal Cracks and Joints	LF	25,000.0	\$1.75	\$43,750.00	\$1.20	\$30,000.00				
3	Sawcut	LF	700.0	\$1.50	\$1,050.00	\$1.45	\$1,015.00				
4	Remove & Dispose Existing Asphalt Material	SF	2,000.0	\$1.00	\$2,000.00	\$2.50	\$5,000.00				
5	Pavement Construction	TON	70.0	\$150.00	\$10,500.00	\$177.00	\$12,390.00				
6	Pavement Markings with Reflective Media	SF	40,000.0	\$1.40	\$56,000.00	\$1.36	\$54,400.00				
BID TOTAL					\$120,300.00		\$111,405.00				

COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: SEPTEMBER 6, 2011

APPROVED
DEPARTMENT HEAD
CITY MANAGER



TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, CAPITAL PROJECTS MANAGER

DATE: AUGUST 31, 2011

SUBJECT: AGREEMENT WITH TARTAGLIA ENGINEERING

BACKGROUND:

As the Council may be aware, the Federal Aviation Administration recognizes Tartaglia Engineering is the City's preferred Airport Engineer. Over the past several years, Tartaglia Engineering has performed design, engineering, contract administration and inspection of Airport Capital Improvement Projects, including the Airport Lighting Project. Additionally, Tartaglia has assisted the City in the design and bidding of the Tehachapi Airfield Maintenance Project, an item previously included on this Agenda.

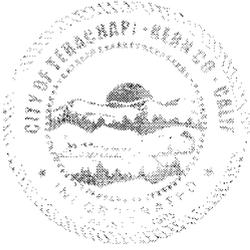
At this time, staff recommends entering into a new agreement with Tartaglia Engineering for construction administration and inspection of the Tehachapi Airfield Maintenance Project. While an agreement has not been completed at this time, FAA funding timelines are such that an agreement needs to be created expeditiously so that work can begin on the project.

FISCAL IMPACT:

The costs for construction administration and inspection will be covered by the grant up to a maximum of 95% of allowable costs. The other 5% will be paid for with City funds.

RECOMMENDATION:

APPROVE AGREEMENT WITH TARTAGLIA ENGINEERING AND AUTHORIZE MAYOR TO SIGN AGREEMENT TO BE DRAFTED BY CITY ATTORNEY AND NEGOTIATED BY THE CITY MANAGER OR HIS DESIGNEE.



COUNCIL REPORTS

AGENDA SECTION: COMMUNITY DEVELOPMENT

MEETING DATE: SEPTEMBER 6, 2011

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: AUGUST 29, 2011

SUBJECT: AN URGENCY ORDINANCE TO DECLARE THE CITY OF TEHACHAPI'S INTENT TO RETAIN THE REDEVELOPMENT AGENCY (OPT IN) PURSUANT TO AB 1X 27

BACKGROUND:

As the City Council is aware Governor Brown has been attempting to eliminate Redevelopment Agencies (RDA's) throughout California as a component of his balanced budget strategy. Subsequently there has been a flurry of legislation attempts to preserve redevelopment in same form or fashion. Additionally, the California Redevelopment Association (CRA) in collaboration with the California League of Cities (CLOC) has also attempted to offer up various scenarios as an alternative to complete elimination of RDA's.

As the City Council is also aware more recently the legislation had adopted AB 1X 26 known as the "Dissolution Bill" and the companion legislation AB 1X 27 known as the "Continuation Bill". Additionally, the CRA and CLOC have filed a lawsuit challenging the constitutively of both pieces of legislation. More recently the California Supreme Court has announced that it would hear the lawsuits. However, in the interim city's have two (2) choices, comply with AB 1X 26 which essentially dissolves redevelopment agencies or alternatively AB 1X 27 provides an opt in alternative whereby a city is exempt from the provisions of AB 1X 26 and may continue to exist providing the city adopts an ordinance stating its intent to participate in the alternative "Voluntary" Redevelopment program. By opting in redevelopment agencies are required to make a certain specific initial payment and certain specific annual payments hence forth. These payments have been characterized as extortion payments to the state.

In the interim most city's which have selected to comply with AB 1X 26 have done so due to the fact that their RDA is in the wan of its life span or some cities simply do not have the resources to pay the "extortion" fees. With respect to the City of Tehachapi the initial fee and subsequent annual fee are formula based. The City's initial one time opt in payment is estimated to be \$316,877.00. At this juncture there are too many variables to know for absolute certain what the ongoing annual fee will be. However, based on staff's research it is anticipated to be approximately \$100,000.00 annually.

Should the CRA prevail in the law suit of course the aforementioned one (1) time opt in fee and annual fee will become null and void. However, the decision to opt in as it were must be made by October 1, 2011 or the City will automatically be subject to AB 1X 26. Given that the law suit is not likely to be resolved by then it is incumbent upon the city's who desire to preserve their RDA to forge ahead and assume a worst case scenario that the CRA will not prevail in their attempts to have AB

1X 26 and AB 1X 27 declared unconstitutional. Time is of the essence and as such staff is recommending an urgency ordinance in order to expedite the process.

OPTIONS:

Staff is of the opinion that the Council has two (2) options as enumerated below.

1. Adopt an urgency ordinance declaring the City's intent to opt into the voluntary alternative Redevelopment Program per AB 1X 27 that will take effect immediately.
2. Do not adopt the subject urgency ordinance and allow the Tehachapi Redevelopment Agency to dissolve pursuant to AB 1X 26.

RECOMMENDATION:

Therefore staff recommends to the City Council the support of an ordinance that will preserve the Tehachapi RDA pursuant to AB 1X 27 and to that end recommend the adoption of the urgency ordinance included herein as Attachment A.

URGENCY ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA, DETERMINING IT WILL COMPLY WITH THE VOLUNTARY ALTERNATIVE REDEVELOPMENT PROGRAM PURSUANT TO PART 1.9 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE IN ORDER TO PERMIT THE CONTINUED EXISTENCE AND OPERATION OF THE REDEVELOPMENT AGENCY OF THE CITY OF TEHACHAPI

WHEREAS, the City Council of the City of Tehachapi ("City") approved and adopted the Redevelopment Plan for its Redevelopment Project ("Redevelopment Plan") covering certain properties within the City (the "Project Area"); and

WHEREAS, the Redevelopment Agency of the City of Tehachapi ("Agency") is engaged in activities to execute and implement the Redevelopment Plan pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, et seq.) ("CRL"); and

WHEREAS, since adoption of the Redevelopment Plan, the Agency has undertaken redevelopment projects in the Project Area to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to enter into partnerships with private industries to create jobs and expand the local economy; and

WHEREAS, over the next few years, the Agency hopes to implement a variety of redevelopment projects and programs to continue to eliminate and prevent blight, stimulate and expand the Project Area's economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure, to name a few; and

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature has recently enacted and the Governor has signed, companion bills AB 1X 26 and AB 1X 27, requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, specifically, AB 1X 26 prohibits agencies from taking numerous actions, effective immediately and purportedly retroactively, and additionally provides that agencies are deemed to be dissolved as of October 1, 2011; and

WHEREAS, AB 1X 27 provides that a community may participate in an "Alternative Voluntary Redevelopment Program," in order to enable a redevelopment agency within that community to remain in existence and carry out the provisions of the CRL, by enacting an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code; and

WHEREAS, the Alternative Voluntary Redevelopment Program requires that the community agree by ordinance to remit specified annual amounts to the county auditor-controller; and

WHEREAS, under the threat of dissolution pursuant to AB 1X 26, and upon the contingencies and reservations set forth herein, the City shall make the Fiscal Year 2011-2012 community remittance, currently estimated to be three hundred sixteen thousand, eight hundred seventy-seven dollars (\$316,877.00),, as well as the subsequent annual community remittances as set forth in the CRL; and

WHEREAS, the City reserves the right to appeal the California Director of Finance's determination of the Fiscal Year 2011-12 community remittance, as provided in Health and Safety Code Section 34194; and

WHEREAS, City understands and believes that an action challenging the constitutionality of AB 1X 26 and AB 1X 27 will be filed on behalf of cities, counties and redevelopment agencies; and

WHEREAS, while the City currently intends to make these community remittances, they shall be made under protest and without prejudice to the City's right to recover such amounts and interest thereon, to the extent there is a final determination that AB 1X 26 and AB 1X 27 are unconstitutional; and

WHEREAS, the City reserves the right, regardless of any community remittance made pursuant to this Ordinance, to challenge the legality of AB 1X 26 and AB 1X 27; and

WHEREAS, to the extent a court of competent jurisdiction enjoins, restrains, or grants a stay on the effectiveness of the Alternative Voluntary Redevelopment Program's payment obligation of AB 1X 26 and AB 1X 27, the City shall not be obligated to make any community remittance for the duration of such injunction, restraint, or stay; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Participation in the Alternative Voluntary Redevelopment Program. In accordance with Health and Safety Code Section 34193, and based on the Recitals set forth above, the City Council hereby determines that the City shall comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as enacted by AB 1X 27.

Section 3. Payment Under Protest. Except as set forth in Section 4, below, the City Council hereby determines that the City shall make the community remittances set forth in Health and Safety Code section 34194 *et seq.*

Section 4. Effect of Stay or Determination of Invalidity. City shall not make any community remittance in the event a court of competent jurisdiction either grants a stay on the enforcement of AB 1X 26 and AB 1X 27 or determines that AB 1X 26 and AB 1X 27 are unconstitutional and therefore invalid, and all appeals therefrom are exhausted or unsuccessful, or time for filing an appeal therefrom has lapsed. Any community remittance shall be made under protest and without prejudice to the City's right to recover such amount and interest thereon in the event that there is a final determination that AB 1X 26 and AB 1X 27 are unconstitutional. If there is a final determination that AB 1X 26 and AB 1X 27 are invalid, this Ordinance shall be deemed to be null and void and of no further force or effect.

Section 5. Implementation. The City Council hereby authorizes and directs the City Manager to take any action and execute any documents necessary to implement this Ordinance, including but not limited to notifying the Kern County Auditor-Controller, the Controller of the State of California, and the California Department of Finance of the adoption of this Ordinance and the City's agreement to comply with the provisions of Part 1.9 of Division 24 of the Health and Safety Code, as set forth in AB 1X 27.

Section 6. Additional Understandings and Intent. It is the understanding and intent of the City Council that, once the Agency is again authorized to enter into agreements under the CRL, the City will enter into an agreement with the Agency as authorized pursuant to Section 34194.2, whereby the Agency will transfer annual portions of its tax increment to the City in amounts not to exceed the annual community remittance payments to enable the City, directly or indirectly, to make the annual remittance payments. The City Council does not intend, by enactment of this Ordinance, to pledge any of its general fund revenues or assets to make the remittance payments.

Section 7. CEQA. The City Council finds, under Title 14 of the California Code of Regulations, Section 15378(b)(4), that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") in that it is not a "project," but instead consists of the creation and continuation of a governmental funding mechanism for potential future projects and programs, and does not commit funds to any specific project or program. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Kern in accordance with CEQA Guidelines.

Section 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office located at Tehachapi, California. The custodian for these records is the City Clerk.

Section 9. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other

provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 10. Certification; Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be posted at the three public posting places in the City previously designated within 15 days of adoption, and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with Government Code § 36933.

Section 11. Findings. The adoption of this Urgency Ordinance is necessary for the immediate protection of the public peace, health and safety. In accordance with California Government Code Section 36937 and in order to protect the public peace, health and safety, the City Council of the City of Tehachapi finds and determines as follows:

(a) AB 1X 26 prohibits agencies from taking numerous actions, until the City Council adopts an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code, including but not limited to incurring any new monetary or legal obligations or expanding any existing monetary or legal obligations, entering into agreements with any person for any purpose or amending or modifying any existing agreements and taking any action with respect to a redevelopment plan;

(b) Prior to the enactment of an ordinance agreeing to comply with Part 1.9 of Division 24 of the Health and Safety Code, the Agency will be unable to continue efforts to eliminate and prevent blight (including remediation of buildings and structures which are unhealthy or unsafe to occupy or properties with hazardous waste), stimulate and expand the Project Area's economic growth, create and develop local job opportunities and alleviate deficiencies in public infrastructure;

(c) Blighting conditions in the Project Area constitute substantial threats to public peace, health and safety, and are so prevalent they cannot be eliminated without Agency action, including but not limited to the use of Agency funds and authorization of redevelopment projects and programs;

(d) During the current economic crisis, the Agency must have the ability to act and continue the efforts set forth in (b) above. The Agency must have all tools available in order to eliminate and prevent blighting conditions, including implementation of the Agency's economic development programs listed in Exhibit "A" attached hereto and by this reference made a part hereof.

(e) The Agency is actively engaged in efforts to rehabilitate housing units, to provide assistance for property improvements and to provide safe and affordable housing. Adoption of this Urgency Ordinance will permit the Agency to continue these efforts immediately.

Section 12. Effective Date. The City Council hereby declares, on the basis of the findings set forth above, that an emergency exists and that this Ordinance is necessary to preserve the public peace, health and safety. Accordingly, this Ordinance is adopted as an emergency ordinance and shall take effect and be in force immediately upon its adoption.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Tehachapi, California on the 6th day of September, 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 September 6, 2011.

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

Published: September , 2011

EXHIBIT "A"
[List of Agency Projects]

- Downtown Revitalization
- Downtown Sign Grant Program
- Downtown Paint-Up Spruce-Up Program
- Business attraction, retention and expansion incentives
- Elimination of infrastructure constraints
- Improvements to Tehachapi Municipal Airport
- Creation of Parks and Open Space